

Claim no: _____

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

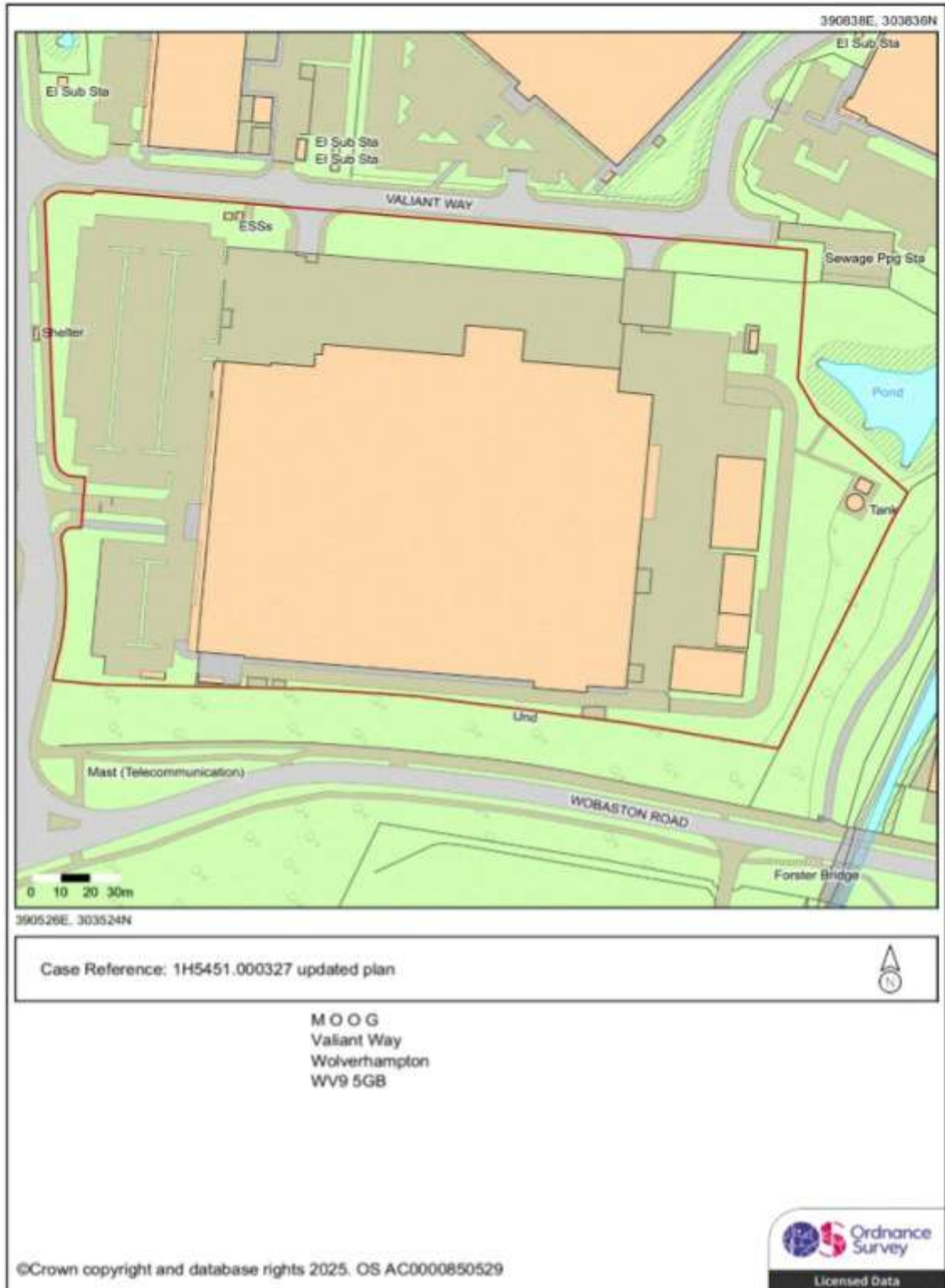
EXHIBIT EK1

Signed:

Signed by:
Elwira Kelly
92C7F87347624E7...

Name: Elwira Kelly
Position: Senior Vice President, General
Counsel and Corporate Secretary
Date: 04 September 2025

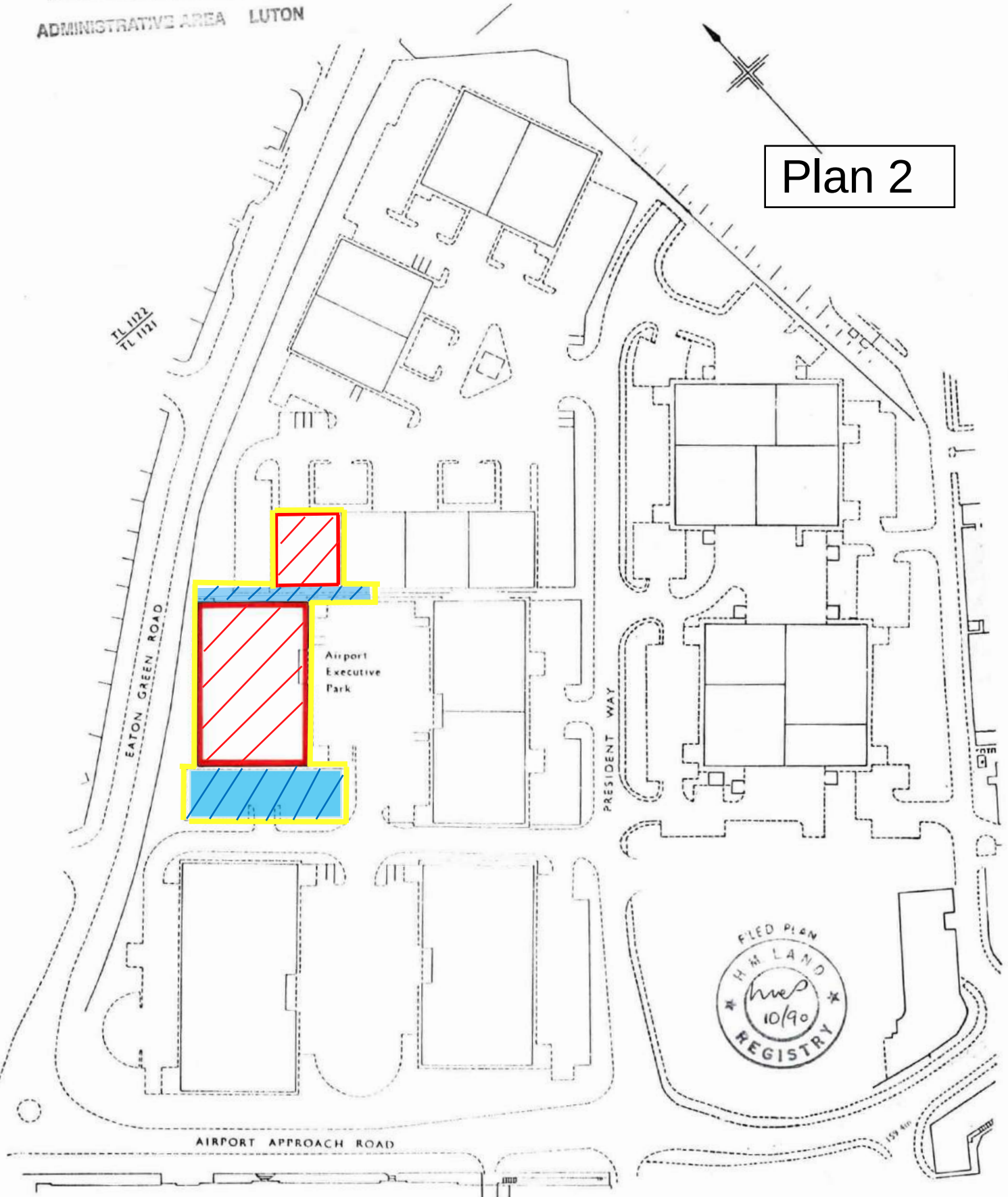
Plan 1

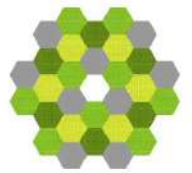


H.M. LAND REGISTRY		TITLE NUMBER	
		BD 154447	
ORDNANCE SURVEY PLAN REFERENCE	TL 1121	SECTION C	Scale 1/1250
COUNTY BEDFORDSHIRE		DISTRICT LUTON	
		© Crown copyright	

ADMINISTRATIVE AREA LUTON

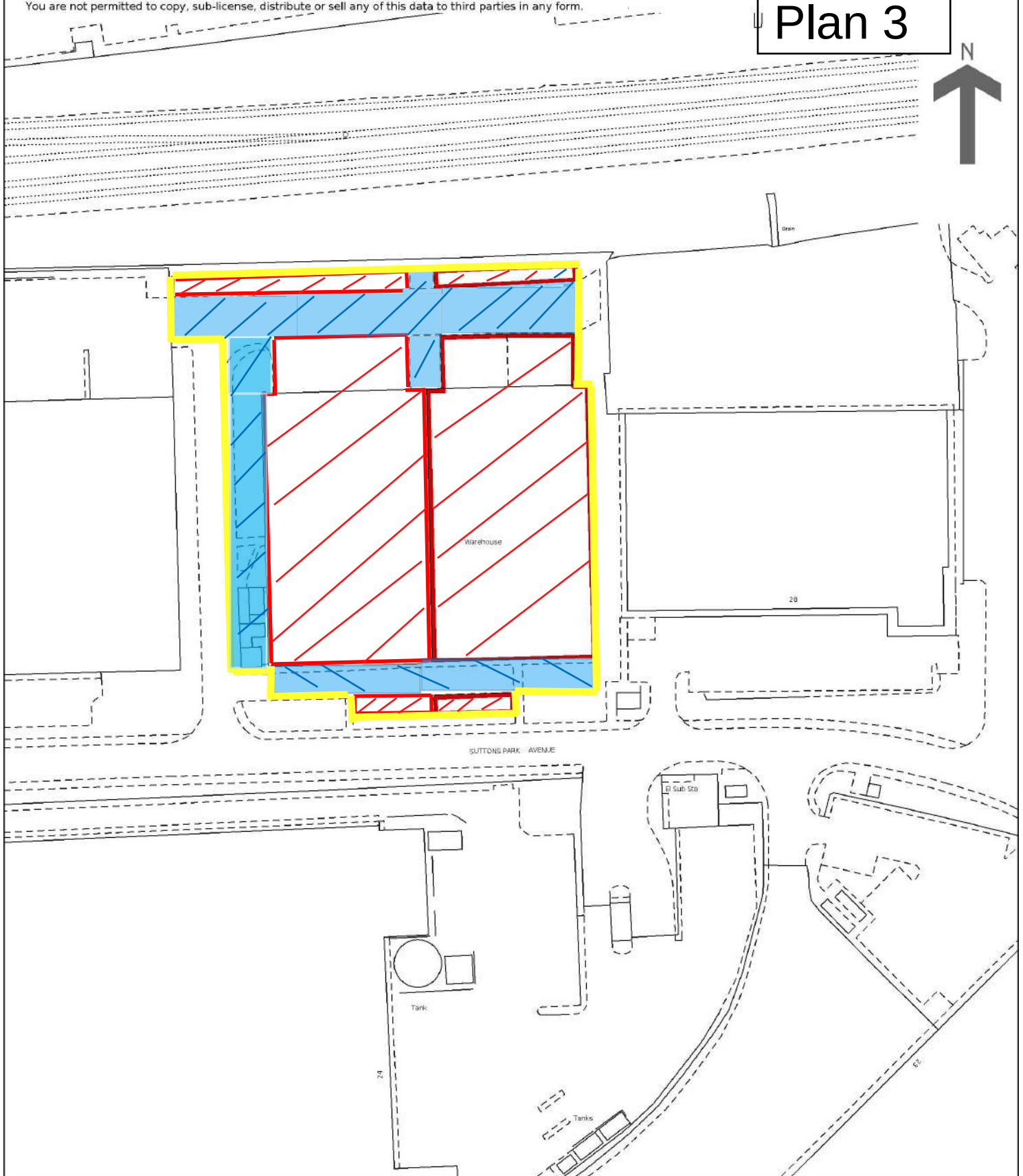
Plan 2





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Plan 3



HM Land Registry
Official copy of
title plan

Title number **GR476429**
Ordnance Survey map reference **SO9233SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Gloucestershire :**
Tewkesbury



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Plan 4



Formal
Industrial Park

ESS

MH15

Factory

Tanks

ESS

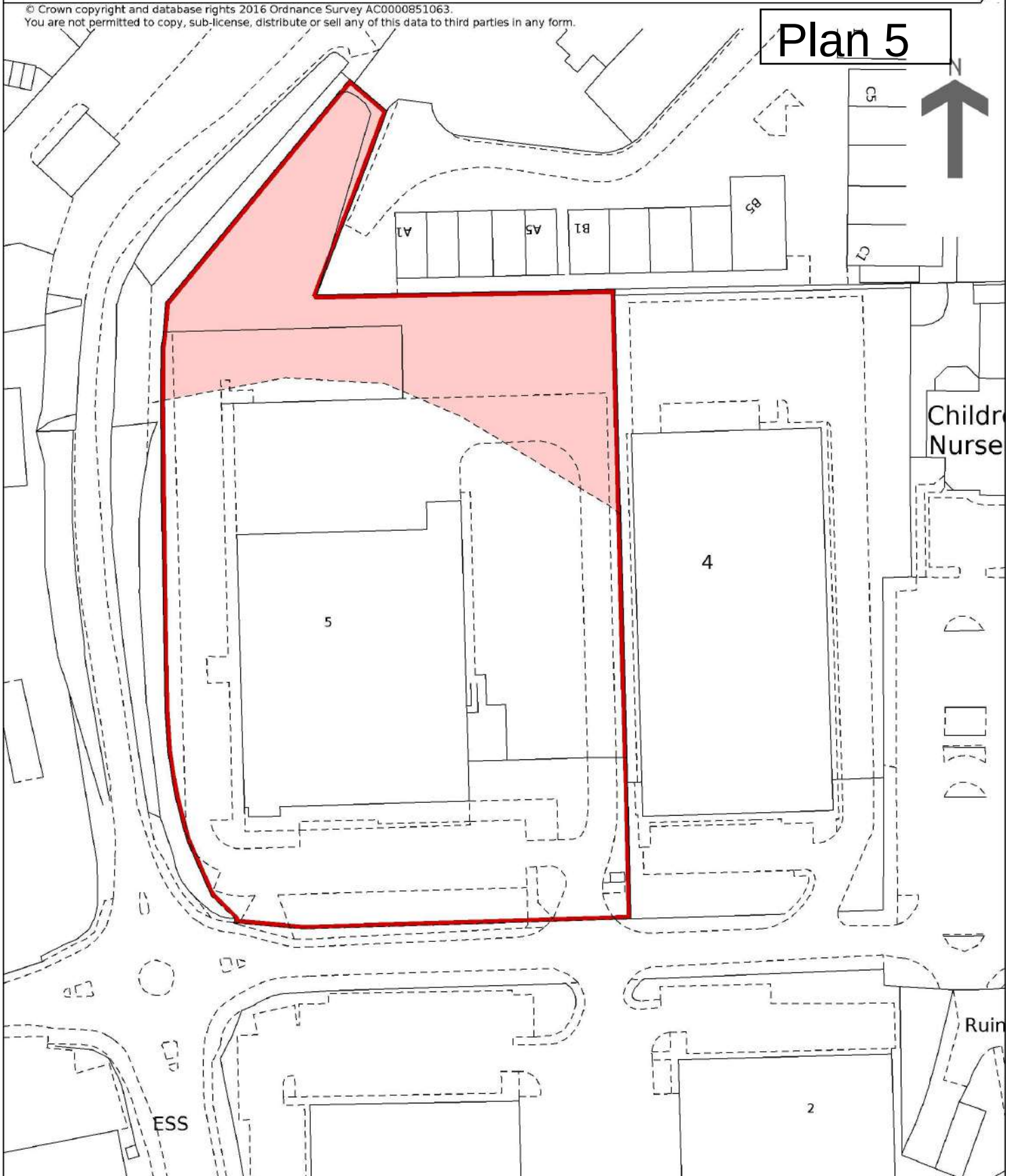
ESS

Services



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Plan 5





Official copy of register of title

Title number SF498970

Edition date 26.08.2025

- This official copy shows the entries on the register of title on 01 SEP 2025 at 22:00:04.
- 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 01 Sep 2025.
- 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.

STAFFORDSHIRE : SOUTH STAFFORDSHIRE

- 1 (09.05.2005) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Unit H, Valiant Way, Pendeford, Wolverhampton (WV9 5GB).
- 2 (22.08.2011) The land has the benefit of the rights reserved by the Transfer dated 5 August 2011 referred to in the Charges Register.
- 3 (14.11.2012) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Unit G1, Valiant Way dated 12 September 2012 made between (1) Homes and Communities Agency and (2) Eurofins Food Testing UK Limited.

NOTE: Copy filed under SF583099.

- 4 (31.01.2013) The land has the benefit of any legal easements reserved by the Transfer dated 18 January 2013 referred to in the Charges Register but is subject to any rights that are granted by the said deed and affect the registered land.
- 5 (11.02.2014) The land has the benefit of the rights granted by a Deed dated 29 February 2012 made between (1) Pritchard Estates (Staffs) Limited and (2) Homes And Communities Agency and Wolverhampton City Council.

NOTE: Copy filed under SF84303.

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 (18.05.2015) PROPRIETOR: MOOG WOLVERHAMPTON LIMITED (Co. Regn. No. 07008386) care of Moog Controls Limited, Aschurch Industrial Estate, Tewkesbury, Gloucestershire GL20 8NA.

B: Proprietorship Register continued

- 2 (11.10.2011) A Transfer to a former proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (31.01.2013) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by or on behalf of Staffordshire County Council and Wolverhampton City Council that the provisions of 12.14.5 of the Transfer dated 18 January 2013 referred to in the Property Register have been complied with.
- NOTE: By an order dated 19 February 2024 made under section 41(2) of the Land Registration Act 2002 the restriction set out above was disapplied in relation to an application to register a Lease made between (1) Moog Wolverhampton Limited and (2) Centrica Business Solutions (Generation) Limited provided the application to register the Lease is made within 6 months of the date of the order and that the application is in due course completed by registration.
- 4 (18.05.2015) The price stated to have been paid on 2 April 2015 for the land in this title and in SF470338 and SF606388 was £113,740 plus VAT.
- 5 (18.05.2015) 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.
- 6 (09.05.2024) 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 Centrica Business Solutions (Generation) Limited (Co. Regn. No. 02592745) of Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD or their conveyancer that the provisions of Clause 4.4.1 of the Lease dated 1 May 2024 and made between (1) Moog Wolverhampton Limited and (2) Centrica Business Solutions (Generation) 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 (09.05.2005) A Conveyance of the land in this title and other land dated 4 March 1937 made between (1) John Patrick Moreton (2) Grace Moreton and Others and (3) The Wolverhampton And Dudley Breweries Limited contains restrictive covenants.
- NOTE: Copy filed.
- 2 (09.05.2005) The land is subject to the rights reserved by the Conveyance dated 4 March 1937 referred to above.
- 3 (22.08.2011) The land is subject to the rights granted by a Transfer of 3 electricity substations lying to the north of Wobaston Road dated 5 August 2011 made between (1) Advantage West Midlands and (2) Western Power Distribution (West Midlands) Plc.
- The said transfer also contains restrictive covenants by the transferor.
- NOTE: Copy filed under SF574264.
- 4 (31.01.2013) A Transfer of the land in title SF586500 dated 18 January 2013 made between (1) Homes and Communities Agency and (2) Staffordshire County Council contains a reservation of a rentcharge as therein mentioned.
- The said Deed also contains covenants.
- NOTE: Copy filed under SF586500.
- 5 (09.05.2024) The parts of the land affected thereby are subject to the rights granted by a Lease dated 1 May 2024 referred to in the schedule of leases hereto.

C: Charges Register continued

The said deed also contains restrictive covenants by the grantor.

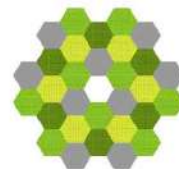
NOTE: Copy lease filed under SF706146.

- 6
- (09.05.2024) 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.

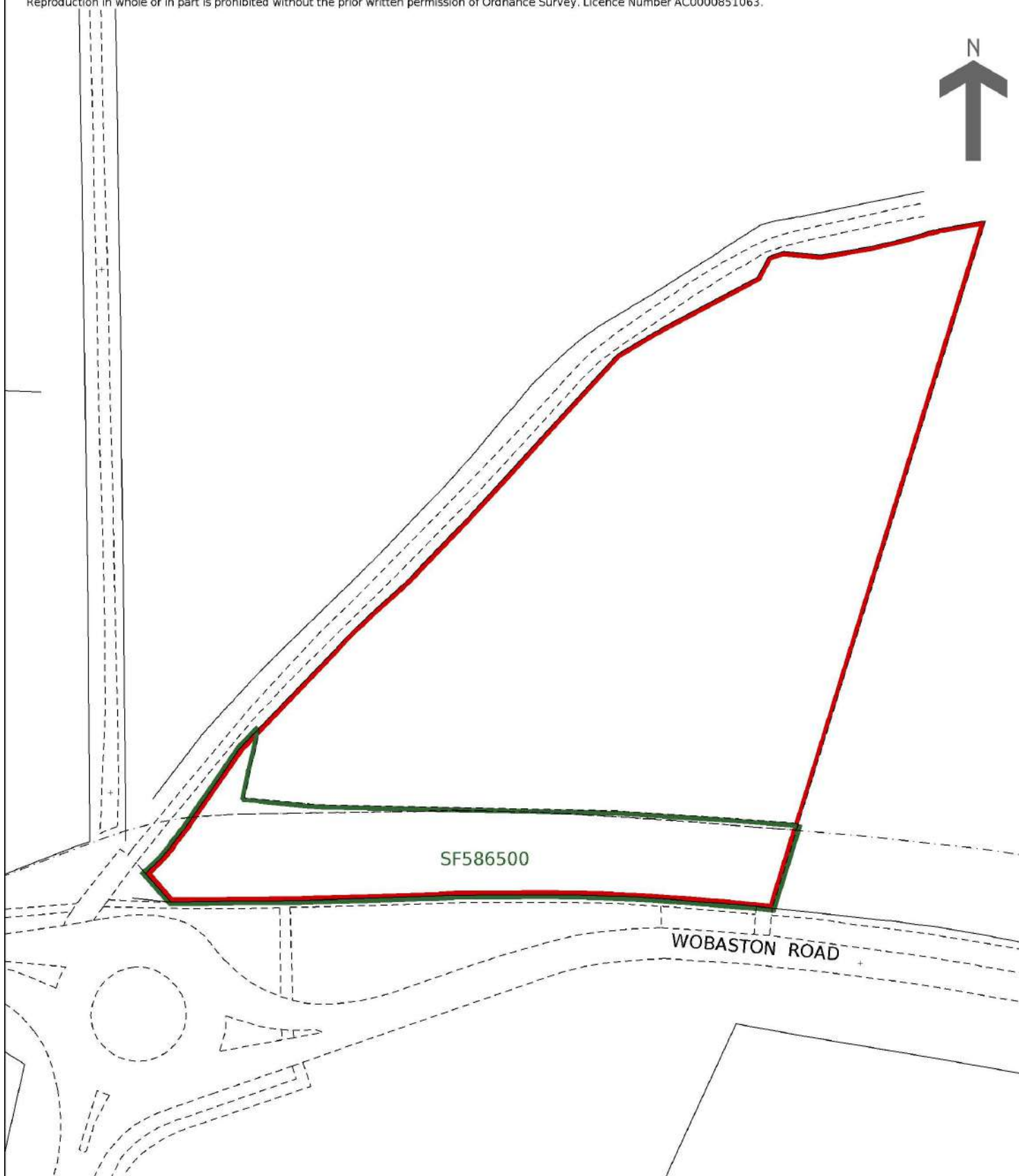
Schedule of notices of leases

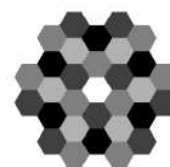
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	09.05.2024 edged blue	Airspace above the roof as more particularly described in the lease	01.05.2024 27 years from and including 1 May 2024	SF706146
	NOTE 1: See entry in the Charges Register relating to the rights granted by this lease			
	NOTE 2: The land comprises also other land			

End of register



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Official copy of register of title

Title number SF606388

Edition date 09.02.2021

- This official copy shows the entries on the register of title on 09 MAY 2024 at 11:39:44.
- 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 10 Jul 2025.
- 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.

STAFFORDSHIRE : SOUTH STAFFORDSHIRE

- 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 north of Wobaston Road, Wolverhampton.
- 2 (31.01.2013) The land has the benefit of any legal easements reserved by the Transfer dated 18 January 2013 referred to in the Charges Register but is subject to any rights that are granted by the said deed and affect the registered land.
- 3 (11.02.2013) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of other land dated 22 January 2013 made between (1) Staffordshire County Council and Wolverhampton City Council and (2) Jaguar Cars Limited.

NOTE: Copy filed under SF586688.

- 4 (22.04.2014) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of other land dated 11 April 2014 made between (1) Wolverhampton City Council and (2) Jaguar Land Rover Limited.

NOTE: Copy filed under SF596458.

- 5 (08.05.2015) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of other land dated 23 December 2014 made between (1) Staffordshire County Council and (2) B and W Holdings Limited.

NOTE: Copy filed under SF603202.

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 (18.05.2015) PROPRIETOR: MOOG WOLVERHAMPTON LIMITED (Co. Regn. No. 07008386) care of Moog Controls Limited, Ashchurch Industrial Estate, Tewkesbury, Gloucestershire GL20 8NA.
- 2 (18.05.2015) The price stated to have been paid on 2 April 2015 for the land in this title and in SF470338 and SF498970 was £113,740 plus VAT.
- 3 (18.05.2015) 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 (02.08.2011) A Conveyance of the land in this title and other land dated 30 April 1938 made between (1) John Patrick Moreton MC (2) Grace Moreton, John Edward Chubb and John Patrick Moreton and (3) The Mayor Aldermen And Burgesses Of The County Borough Of Wolverhampton contains restrictive covenants.

NOTE: Copy filed under SF573852.

- 2 (31.01.2013) A Transfer of the land in title SF586500 dated 18 January 2013 made between (1) Homes and Communities Agency and (2) Staffordshire County Council contains a reservation of a rentcharge as therein mentioned.

The said Deed also contains covenants.

NOTE: Copy filed under SF586500.

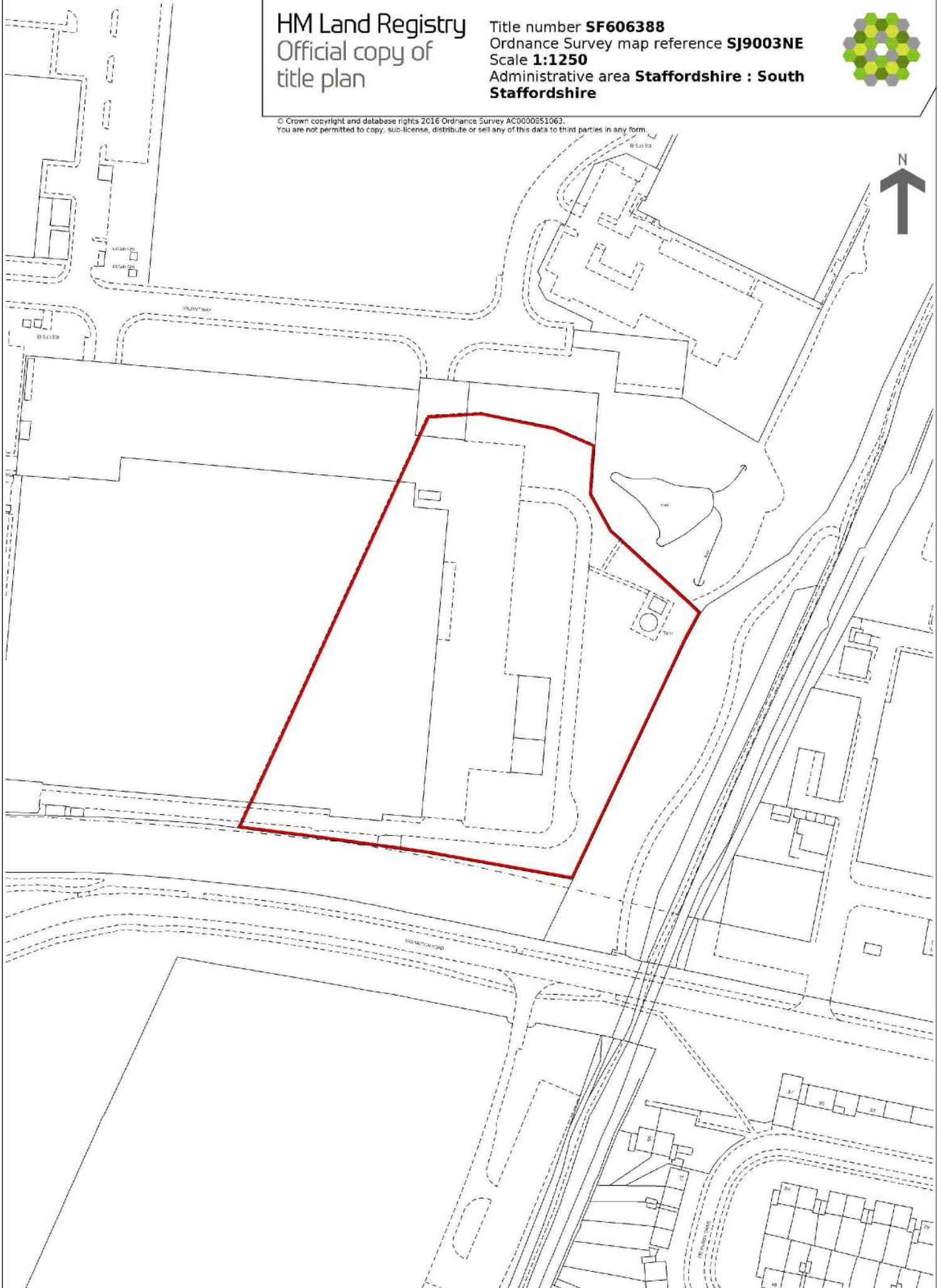
End of register

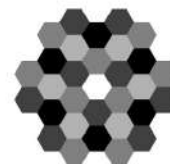
HM Land Registry
Official copy of
title plan

Title number **SF606388**
Ordnance Survey map reference **SJ9003NE**
Scale **1:1250**
Administrative area **Staffordshire : South
Staffordshire**



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Official copy of register of title

Title number SF470338

Edition date 08.12.2023

- This official copy shows the entries on the register of title on 09 MAY 2024 at 11:39:44.
- 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 10 Jul 2025.
- 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.

STAFFORDSHIRE : SOUTH STAFFORDSHIRE

- 1 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 Wobaston Road, Wolverhampton.

NOTE 1: The land tinted green is not included in the title.

NOTE 2: The ditch between points A and B, C and D and D and E on the title plan is not included in the title.

- 2 The land tinted mauve and tinted blue on the title plan has the benefit of the following rights granted by a Conveyance thereof dated 4 December 1972 made between (1) Coutaulds Limited (Vendor) and (2) Richards Developments Limited (Purchaser):-

"TOGETHER WITH full and free right of way at all times and for all purposes for the Purchaser and its successors in title in common with all other persons entitled thereto over and along the strip of land twelve feet wide between the points marked "A" and "B" and coloured yellow on the plan annexed hereto AND TOGETHER ALSO WITH a right of way in common with Richard Fowler-Butler and his tenants of the adjoining property and all persons authorised by them at all times and for all purposes with or without horses cattle waggons and other vehicles over and along the farm road leading from the pieces of land hereby conveyed to the main road from Pendeford to Wolverhampton and which said road is coloured brown on the said plan."

NOTE: The strip of land between points "A" and "B" and coloured yellow referred to is tinted yellow on the title plan and the right of way coloured brown referred to is tinted brown on the title plan.

- 3 (19.08.2011) 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.
- 4 (22.08.2011) The land has the benefit of the rights reserved by the Transfer dated 5 August 2011 referred to in the Charges Register.
- 5 (19.09.2012) 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 SF583099 in green on the title plan dated 12 September 2012

A: Property Register continued

made between (1) Homes and Communities Agency and (2) Eurofins Food Testing UK Limited.

NOTE: Copy filed under SF583099.

6 (31.01.2013) The land has the benefit of any legal easements granted by the Transfer dated 18 January 2013 referred to in the Charges Register but is subject to any rights that are reserved by the said deed and affect the registered land.

7 (11.02.2014) The land has the benefit of the rights granted by a Deed dated 29 February 2012 made between (1) Pritchard Estates (Staffs) Limited and (2) Homes And Communities Agency and Wolverhampton City Council.

NOTE: Copy filed under SF84303.

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 (18.05.2015) PROPRIETOR: MOOG WOLVERHAMPTON LIMITED (Co. Regn. No. 07008386) care of Moog Contols Limited, Aschurch Industrial Estate, Tewkesbury, Gloucestershire GL20 8NA.

2 (10.10.2011) A Transfer of the land tinted mauve and tinted blue on the title plan to a former proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

3 (10.10.2011) A Transfer of the land tinted pink on the title plan to a former proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

4 (26.07.2012) RESTRICTION: No disposition of the registered estate of the land cross-hatched mauve on the title plan 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 Jaguar Cars Limited or their conveyancer of Abbey Road, Whitley, Coventry, CV3 4LF that the provisions of clause 6.7(a) of an Agreement dated 23 March 2012 made between (1) Homes and Communities Agency (2) Wolverhampton City Council (3) Staffordshire County Council and (4) Jaguar Cars Limited have been complied with or that they do not apply to the disposition.

5 (31.01.2013) RESTRICTION: No disposition of the part of the registered estate edged brown on the title plan by the proprietor of the registered estate is to be registered without a certificate signed by or on behalf of Staffordshire County Council and Wolverhampton City Council that the provisions of 12.14.5 of the Transfer dated 18 January 2013 referred to in the Property Register have been complied with.

NOTE: By an order dated 19 February 2024 made under section 41(2) of the Land Registration Act 2002 the restriction set out above was disapplied in relation to an application to register a Lease made between (1) Moog Wolverhampton Limited and (2) Centrica Business Solutions (Generation) Limited provided the application to register the Lease is made within 6 months of the date of the order and that the application is in due course completed by registration.

6 (18.05.2015) The price stated to have been paid on 2 April 2015 for the land in this title and in SF498970 and SF606388 was £113,740 plus VAT.

7 (18.05.2015) 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 of the land tinted mauve on the title plan and other land dated 16 June 1925 made between (1) Richard Fowler-Butler (Vendor) (2) Caroline Anne Fowler-Butler and (3) Courtaulds Limited (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Deed of Grant dated 26 March 1969 made between (1) Courtaulds Limited (Grantor) and (2) West Midlands Gas Board (Board) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 The land is subject to the following rights granted by the Deed of Grant dated 26 March 1969 referred to above:-

"THE Grantor as Beneficial Owner (and to the intent that the easements hereby granted shall be appurtenant to the statutory gas undertaking of the Board) hereby grants unto the Board TO HOLD the same unto the Board in fee simple subject to the tenancy referred to in the Second Schedule hereto the easements to lay construct inspect maintain use replace remove or render unusable a main or pipe for the transmission or storage of gas or other materials connected with the exercise and performance of the functions of the Board and all necessary apparatus ancillary thereto (all hereinafter together called "the said Works") in upon and over a strip or strips of land twenty feet in width indicated for identifications purposes only by the line or lines marked in pink on the plan or plans annexed hereto (hereinafter called "the said strip of land") and to pass over the said strip of land and over strips of land ten feet wide adjoining the said strip of land for the purposes of the said works and of any works of the Board continuous therewith and over the said land for the purposes of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus."

NOTE: The strip of land marked in pink referred to is shown by a blue broken line on the title plan.
- 4 A Deed of Grant dated 10 April 1969 made between (1) The Mayor Aldermen and Burgesses of The Borough of Wolverhampton (Grantor) and (2) West Midlands Gas Board (Board) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 The land is subject to the following rights reserved by the Deed of Grant dated 10 April 1969 referred to above:-

"The Grantor as Beneficial Owner (and to the intent that the easements hereby granted shall be appurtenant to the statutory gas undertaking of the Board) hereby grants unto the Board TO HOLD the same unto the Board in fee simple the easements to lay construct inspect maintain use replace remove or render unusable a main or pipe for the transmission or storage of gas or other materials connected with the exercise and performance of the functions of the Board and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over a strip of land twenty feet in width indicated for identification purposes only by the line or lines marked in pink on the plan or plans annexed hereto (hereinafter called "the said strip of land") and to pass over the said strip of land and over strips of land ten feet wide adjoining the said strip of land for the purposes of the said works and of any works of the Board continuous therewith and over the said land for the purposes of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus"

NOTE: The strip of land marked in pink referred to is shown by a brown broken line on the title plan.
- 6 A Deed of Grant dated 2 July 1974 made between (1) Richardsons Developments Limited (Grantor) and (2) British Gas Corporation (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 7 The land is subject to the following rights granted by the Deed of Grant dated 2 July 1974 referred to above:-

C: Charges Register continued

"The Grantor as beneficial owner (and to the intent that the easements hereby granted shall be appurtenant to the statutory gas under-taking of the Corporation) hereby grants unto the Corporation THE easements to lay construct inspect maintain protect use replace remove or render unusable a main or pipe for the transmission or storage of gas or other materials connected with the exercise and performance of the functions of the Corporation and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over (a) strip of land forty feet in width coloured pink for identification purposes only on the plan annexed hereto (hereinafter called "the said strip of land") and to pass over the said strip of land for the purposes of the said works and of any works of the Corporation contiguous therewith and over the said land for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus TO HOLD the same unto the Corporation in fee simple."

NOTE: The strip of land coloured pink referred to is shown by a yellow broken line on the title plan.

8 (28.08.2003) A Transfer of the land tinted pink on the title plan dated 30 April 2003 made between (1) Severn Trent Water Limited (Transferor) and (2) Severn Trent Property Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

9 (28.08.2003) The land tinted pink on the title plan is subject to the following rights reserved by the Transfer dated 30 April 2003 referred to above:-

"13.1 Definitions

13.1.1 In this transfer the following words and expressions have the following meanings:

"Northern Retained Land" the land shown edged blue and hatched on Plan 4

"Organic Manure" as defined in the Regulations

"Regulations" the Action Programme for Nitrate Vulnerable Zones (England and Wales) Regulations

"Retained Land" the land shown edged blue on Plan 2 and including the existing bridge and track over the motorway and any replacement thereof and the existing track between points A and D.

"Treatment" the treatment of the Retained Land by Organic Manure prior to the sowing of crops on the Retained Land

13.2 Rights reserved for the benefit of the Retained Land

13.2.1 The following rights over the Property are reserved for the benefit of the Retained Land:

13.2.1.1 Right of way - a right of way in common with the owners of the Property and those authorised by them with or without vehicles over and along the land shown for identification coloured green on Plan 3 being not less than 10 metres in width ("the Northern Track") at all times and for all purposes.

13.2.1.2 Entry - the right for the owners of the Retained Land and those authorised by them to enter and remain upon so much as is necessary of the Property after reasonable prior notice (except in case of emergency) with or without workmen, plant and equipment to construct improve repair and maintain (without any obligation to do so) the Northern Track in connection with the exercise of the right of way referred to in paragraph 13.2.1.1 above

13.2.2 The rights of entry reserved by this transfer are subject to the owners of the Retained Land:

C: Charges Register continued

13.2.2.1 causing as little inconvenience as reasonably practicable to the owners of the Property in the exercise of these rights;

13.2.2.2 except in case of emergency, carrying out any works required in accordance with a programme of works, plans and specifications previously approved by the owners of the Property, such approval not to be unreasonably withheld or delayed;

13.2.2.3 making good as soon as reasonably practicable all damage caused to the property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property;

13.2.2.4 paying reasonable compensation to any person affected by any damage caused by the exercise of the rights which is not capable of being made good as mentioned above.

13.3 Rights reserved

13.3.1 The following right over the Property is reserved for the benefit of the Northern Retained Land:

A full and unrestricted right to the unimpeded discharge and flow from the Northern Retained Land (whether as at present constructed or as extended altered or rebuilt) of gases vapours fumes smells swarms of flies and other objectionable effluvia onto across or over the Property whether or not such discharge or flow would apart from this reservation and exception constitute a private nuisance to the owners or occupiers of the Property or any part or parts of it

13.3.2 The following right over the Property is reserved for the benefit of the Retained Land:

All rights necessary to carry out the Treatment (including but not limiting the generality of the foregoing):

13.3.2.1 the movement of Organic Manure to, and from around the Retained Land as necessary for the Treatment provided such movement shall not be over the Property;

13.3.2.2 the storage of Organic Manure on the Retained Land;

13.3.2.3 the application of Organic Manure on the Retained Land at such times and in such amounts set pursuant to the Regulations from time to time and in accordance with Environmental Laws relating thereto;

13.3.2.4 the removal of excess Organic Manure from the Retained Land as and when required;

PROVIDED that the Transferor will at all times in carrying out the Treatment comply with the Regulations and/or Environmental Law relating to the Treatment.

.....
..

13.5 Agreements and declarations

The Transferor and the Transferee declare that:

13.5.1 section 62 of the Law of Property Act 1925, Rule 251 Land Registration Rule 1925 and the rule in "Wheeldon v Burrows" do not apply to this transfer and no legal or other rights are granted over the Retained Land for the benefit of the Property or granted over the Property for the benefit of the Retained Land by this transfer except for those expressly granted or reserved by this transfer"

NOTE 1: The "Northern Retained Land" edged blue and hatched on Plan 4 referred to is shown hatched blue on the title plan

NOTE 2: The "Retained Land" edged blue on Plan 2 referred to is shown edged blue on the title plan and the points A and D are the points A and D shown on the title plan

C: Charges Register continued

NOTE 3: The land coloured green on Plan 3 referred to is shown cross hatched blue on the title plan.

- 10 (04.06.2004) UNILATERAL NOTICE in respect of an option to buy contained in an Agreement entitled "Northern Option Agreement" dated 30 April 2003 upon the terms as therein mentioned.

NOTE: Copy filed.

- 11 (04.06.2004) BENEFICIARY: Severn Trent Water Limited (Co. Regn. No. 2366686) of 2297 Coventry Road, Birmingham B26 3PU.

- 12 (04.06.2004) UNILATERAL NOTICE in respect of an option to buy contained in an Agreement entitled "Southern Option Agreement" dated 30 April 2003 upon the terms as therein mentioned.

NOTE: Copy filed.

- 13 (04.06.2004) BENEFICIARY: Severn Trent Water Limited (Co. Regn. No. 2366686) of 2297 Coventry Road, Birmingham B26 3PU.

- 14 (04.06.2004) UNILATERAL NOTICE in respect of an agreement to complete a Deed of Grant contained in the Agreement entitled "Southern Option Agreement" dated 30 April 2003 referred to above upon the terms as therein mentioned.

- 15 (04.06.2004) BENEFICIARY: Severn Trent Water Limited (Co. Regn. No. 2366686) of 2297 Coventry Road, Birmingham B26 3PU.

- 16 (19.08.2011) The land is subject to the rights granted by a Transfer of the land edged and numbered SF574239 in green on the title plan dated 16 August 2011 made between (1) Advantage West Midlands and (2) The Secretary of State for Transport.

NOTE: Copy filed under SF574239.

- 17 (22.08.2011) The land is subject to the rights granted by a Transfer of the land edged and numbered SF574264 in green on the title plan dated 5 August 2011 made between (1) Advantage West Midlands and (2) Western Power Distribution (West Midlands) Plc.

The said transfer also contains restrictive covenants by the transferor.

NOTE: Copy filed under SF574264.

- 18 (04.04.2012) UNILATERAL NOTICE in respect of an Agreement for Sale and Purchase dated 23 March 2012 made between (1) Homes and Communities Agency (2) Staffordshire County Council and (3) Wolverhampton City Council.

- 19 (04.04.2012) BENEFICIARY: Staffordshire County Council of 2 Staffordshire Place, Stafford, c/o Wedgwood Building, Tipping Street, Stafford ST16 2DH.

- 20 (30.08.2012) UNILATERAL NOTICE affecting the land edged red on plan in respect of an Agreement dated 22 July 2011 made between (1) Advantage West Midlands and (2) Eurofins Laboratories Limited.

NOTE: Copy plan filed.

- 21 (30.08.2012) BENEFICIARY: Eurofins Laboratories Limited of I54 Business park, Valiant Way, Wolverhampton WV9 5GB.

- 22 (26.07.2012) UNILATERAL NOTICE affecting all the land except the land cross-hatched brown on the title plan in respect of of a contract to purchase dated 23 March 2012 made between (1) Homes and Communities Agency (2) Wolverhampton City Council (3) Staffordshire County Council and (4) Jaguar Cars Limited.

- 23 (26.07.2014) BENEFICIARY: Jaguar Cars Limited of Abbey Road, Whitley, Coventry CV3 4LF.

- 24 (31.01.2013) A Transfer of the land in title SF586500 dated 18 January 2013 made between (1) Homes and Communities Agency and (2)

C: Charges Register continued

Staffordshire County Council contains a reservation of a rentcharge as therein mentioned.

The said Deed also contains covenants.

NOTE: Copy filed under SF586500.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 16 June 1925 referred to in the Charges Register:-

"The Company with the intent to bind all persons in whom the said plot of land shall from time to time be vested but not so as to be liable under this covenant after they have parted with the said plots hereby covenant with the Vendor his heirs executors administrators and assigns as follows:-

(a) At all times hereafter to pay one half of the expense of repairing and maintain the portion of the said farm road coloured yellow on the said plan

(b) (1) To erect and for ever hereafter maintain a post and rail fence between the points marked A and B on the said plan

.....
..

(d) To keep the whole of the drains now or or upon the said land hereby conveyed proeprly cleansed and open or to provide other sufficient and proper means for carrying away such surface water drainage from the remaining lands of the Vendor as now enters the existing drains in or upon the said land hereby conveyed

(e) Not to let the Shooting or other Sporting rights (if any) over the said land to any person or persons whatsoever but this covenant shall not preclude the Company from exercising its rights under the Ground Game Acts."

NOTE: The farm road coloured yellow is tinted brown on the title plan. The points A and B are shown as pointns F and G respectively on the title plan.

2 The following are details of the covenants contained in the Deed of Grant dated 26 March 1969 referred to in the Charges Register:-

"THE Grantor (to the intent and so as to bind the said land and every part thereof into whosesoever hands the same may come and to benefit the easements hereby granted) hereby covenants with the Board as follows:-

(i) The Grantor shall not do or cause or permit to be done on the said land anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury

(ii) The Grantor shall not without the prior consent in writing of the board make or cause or permit to be made any material alterations to or any deposit of any thing upon any part of the said strip of land or any part of the said land being a party near than ten feet measured in any direction from the said strip of land so as to interfere with or obstruct the access thereto or to the said works by the Board or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works

(iii) The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strip of land nor save with the consent in writing of the Board (which consent shall not be unreasonably withheld) any part of the said land being a part nearar than ten feet measured in any direction from the said strip of land

Schedule of restrictive covenants continued

PROVIDED that nothing in this clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Board or their agents or carrying on normal agricultural operations or acts of good husbandry fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid."

NOTE: The strip of land referred to is shown by a blue broken line on the title plan.

- 3 The following are details of the covenants contained in the Deed of Grant dated 10 April 1969 referred to in the Charges Register:-

"THE Grantor (to the intent and so as to bind the said land and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted) hereby covenants with the Board as follows:-

(i) The Grantor shall not cause or permit to be done on the said land anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury

(ii) The Grantor shall not without the prior consent in writing of the Board make or cause or permit to be made any material alteration to or any deposit of any thing upon any part of the said strip of land or any part of the said land being a part of the said land being a part nearer than ten feet measured in any direction from the said strip of land so as to interfere with or obstruct the access thereto or to the said works by the Board or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works

(iii) The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strip of land nor save with the consent in writing of the Board (which consent shall not be unreasonably withheld) any part of the said land being a part nearer than ten feet measured in any direction from the said strip of land

PROVIDED that nothing in this clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Board or their agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid"

NOTE: The strip of land referred to is shown by a yellow broken line on the title plan.

- 4 The following are details of the covenants contained in the Deed of Grant dated 2 July 1974 referred to in the Charges Register:-

"THE GRANTOR (to the intent and so as to bind the said land and land of the Grantor adjoining thereto and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted hereby covenants with the Corporation as follows:-

(i) The Grantor shall not do or cause or permit to be done on the said land or land of the Grantor adjoining thereto anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury

(ii) The Grantor shall not without the prior consent in writing of the Corporation make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by the Corporation or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil

Schedule of restrictive covenants continued

including minerals or so as materially to reduce the depth of soil above the said works.

(iii) The Grantor shall not erect or install or cause or permit to be erected in installed any building or structure or permanent apparatus in through upon or over the said strip of land PROVIDED that nothing in this Clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Corporation of their agents or carry on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not cause such interference obstruction or material reduction of the depth of soil as aforesaid."

NOTE: The strip of land referred to is shown by a brown broken line on the title plan.

5 The following are details of the covenants contained in the Transfer dated 30 April 2003 referred to in the Charges Register:-

"13.4 Restrictive covenants by the Transferee

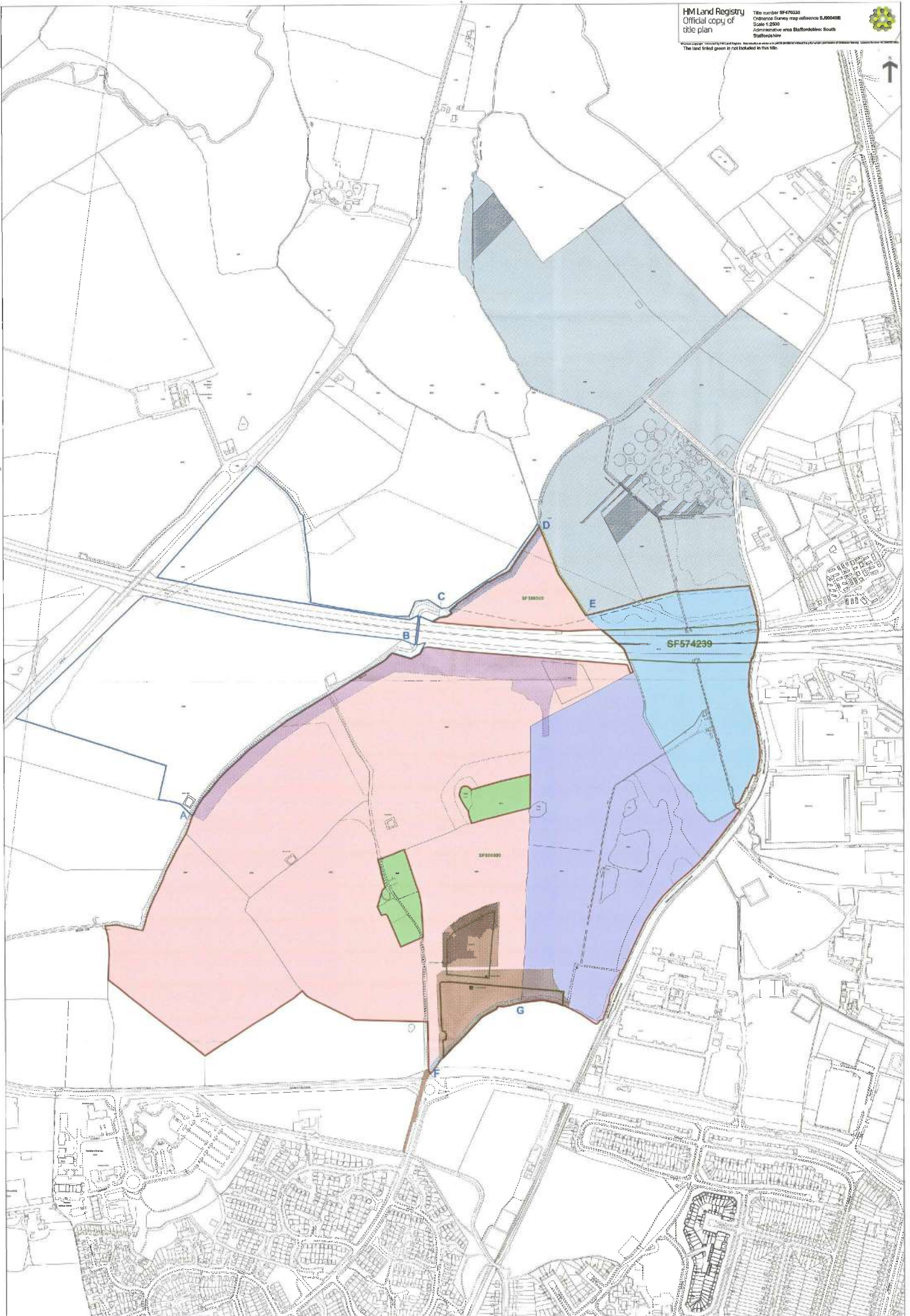
13.4.1 The Transferee and its successors in title covenants with the Transferor and its sucesors in title for the benefit of the Retained Land and to bind the Property that the owners of the Property will not:

13.4.1.1 use or permit the Property to be used during the period of 20 years from the date hereof for any retail or residential use provided this covenant shall not prevent the use of the Property either for a use falling within Class A1 of the Order up to a maximum of 1,858 square metres of Gross Internal Area subject to any single unit not exceeding 929 square metres of Gross Internal Area and/or a residential use which is ancillary to and connected with the permitted use of the Property aforesaid for a use within Class A1;

13.4.1.2 "The Order" for the purpose of paragraph 13.4 means the Town and Country Planning (Use Classes) Order 1987 and any reference to the Order is to be the same as enacted at the date hereof.

13.4.2 "Gross Internal Area" for the purpose of paragraph 13.4 has the meaning contained in the latest RICS Code of Measuring Practice as at the date hereof."

End of register





Official copy of register of title

Title number SF694209

Edition date 18.12.2023

- This official copy shows the entries on the register of title on 09 MAY 2024 at 11:39:44.
- 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 10 Jul 2025.
- 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.

STAFFORDSHIRE : SOUTH STAFFORDSHIRE

- 1 (18.12.2023) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being part of Unit H, Valiant Way, Pendeford, Wolverhampton (WV9 5GB).

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 (18.12.2023) PROPRIETOR: MOOG WOLVERHAMPTON LIMITED (Co. Regn. No. 07008386) of Unit H, Valiant Way, Wolverhampton WV9 5GB.

C: Charges Register

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

- 1 (18.12.2023) The land is subject to such restrictive covenants as may have been imposed thereon before 18 December 2023 and are still subsisting and capable of being enforced.

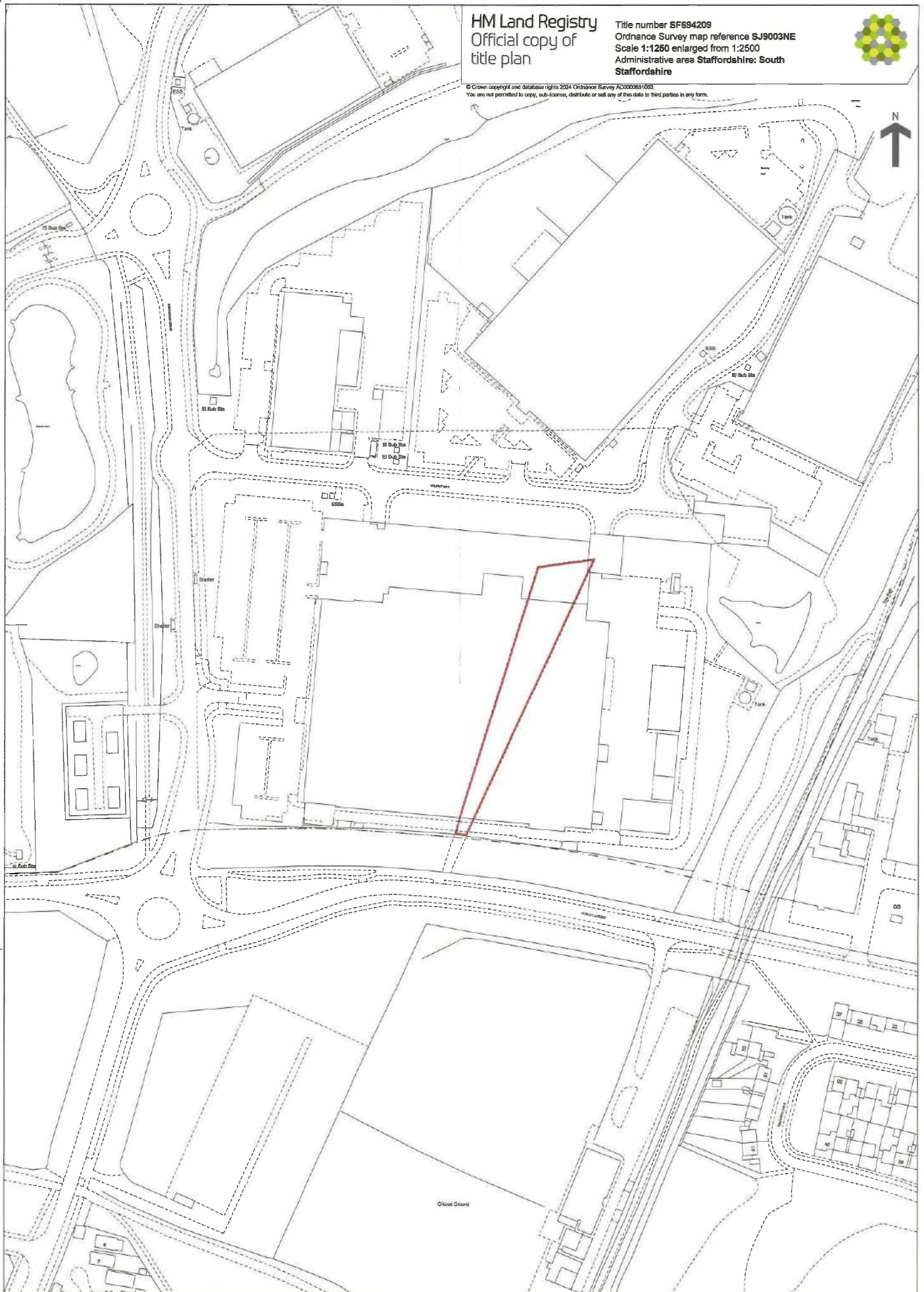
End of register

HM Land Registry
Official copy of
title plan

Title number SF694209
Ordnance Survey map reference SJ9003NE
Scale 1:1250 enlarged from 1:2500
Administrative area Staffordshire: South
Staffordshire



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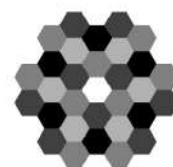


This official copy issued on 10 July 2025 shows the state of this title plan on 9 May 2024 at 11:39:44.

It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by HM Land Registry, Durham Office.



Official copy of register of title

Title number SF706146

Edition date 09.05.2024

- This official copy shows the entries on the register of title on 01 SEP 2025 at 22:05:03.
- 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 01 Sep 2025.
- 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.

STAFFORDSHIRE : SOUTH STAFFORDSHIRE

- 1 (09.05.2024) 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 the airspace extending to 5 metres vertically above the Roof of Unit H, Valiant Way, Pendeford, Wolverhampton (WV9 5GB).
- 2 (09.05.2024) The land has the benefit of any legal easements reserved by the Transfer dated 18 January 2013 referred to in the Charges Register but is subject to any rights that are granted by the said deed and affect the registered land.
- 3 (09.05.2024) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 1 May 2024
 Term : 27 years from and including 1 May 2024
 Parties : (1) Moog Wolverhampton Limited
 (2) Centrica Business Solutions (Generation) Limited
- 4 (09.05.2024) The Lease prohibits or restricts alienation.
- 5 (09.05.2024) 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 (09.05.2024) PROPRIETOR: CENTRICA BUSINESS SOLUTIONS (GENERATION) LIMITED (Co. Regn. No. 02592745) of Millstream, Maidenhead Road, Windsor SL4 5GD.

C: Charges Register

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

1 (09.05.2024) The land tinted mauve in the title plna is subject to such restrictive covenants as may have been imposed thereon before 18 December 2023 and are still subsisting and capable of being enforced.

2 (09.05.2024) A Conveyance of the freehold estate land in the land tinted pink on the title plan and other land dated 4 March 1937 made between (1) John Patrick Moreton (2) Grace Moreton and Others and (3) The Wolverhampton And Dudley Breweries Limited contains restrictive covenants.

NOTE: Copy filed under SF498970.

3 (09.05.2024) A Conveyance of the freehold estate in the land tinted blue on the title plan and other land dated 30 April 1938 made between (1) John Patrick Moreton MC (2) Grace Moreton, John Edward Chubb and John Patrick Moreton and (3) The Mayor Aldermen And Burgesses Of The County Borough Of Wolverhampton contains restrictive covenants.

NOTE: Copy filed under SF573852.

4 (09.05.2024) A Transfer of the land in title SF586500 dated 18 January 2013 made between (1) Homes and Communities Agency and (2) Staffordshire County Council contains a reservation of a rentcharge as therein mentioned.

The said Deed also contains covenants.

NOTE: Copy filed under SF586500.

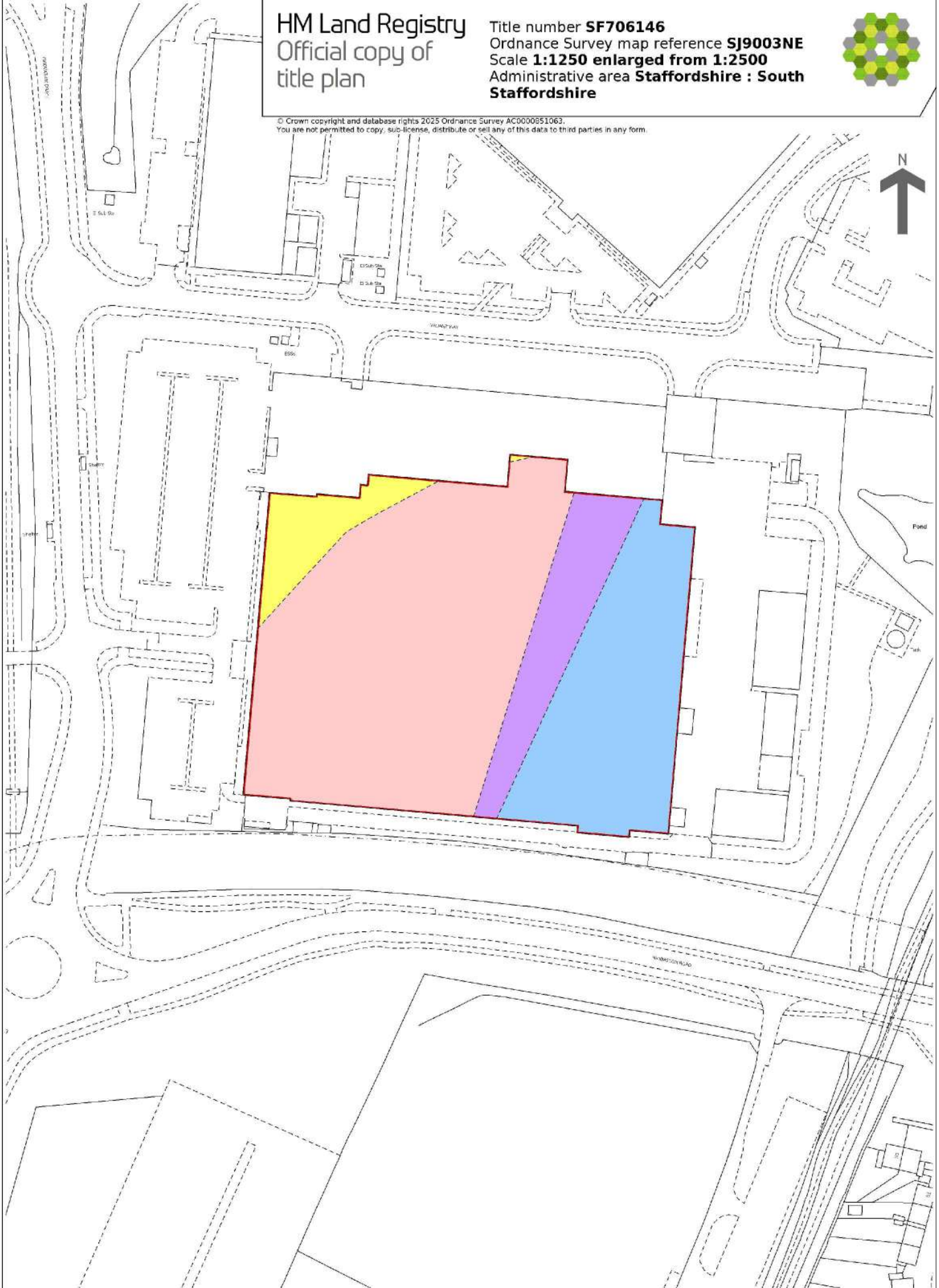
End of register

HM Land Registry
Official copy of
title plan

Title number **SF706146**
Ordnance Survey map reference **SJ9003NE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Staffordshire : South Staffordshire**



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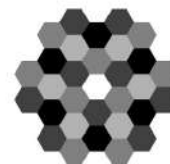






31





Official copy of register of title

Title number GR476429

Edition date 23.08.2023

- This official copy shows the entries on the register of title on 10 JUL 2025 at 10:52:32.
- 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 10 Jul 2025.
- 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, Gloucester 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.

GLOUCESTERSHIRE : TEWKESBURY

1 (23.08.2023) 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 And Industrial Building, Tewkesbury Road, Ashchurch, Tewkesbury (GL20 8JS).

2 (23.08.2023) The land tinted pink on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the freehold estate in the land in this title and other land dated 30 March 1962 made between (1) Dowty Mining Equipment Limited (Vendor) and (2) Dowty Seals Limited (Purchaser):-

"TOGETHER with the right of drainage of water through the thirty six inch culvert under the adjoining property of the Vendor shown and edged green on the said plan and the right to enter upon such adjoining land for the purpose of inspecting cleansing and repairing such culvert the Purchaser making good all damage caused by such entry cleansing and repair.

THERE is excepted and reserved to the Vendor and its assigns out of this Conveyance the right to the drainage of water through the thirty six inch culvert under the property hereby conveyed and the right to enter upon such property for the purpose of inspecting cleansing and repairing such culvert the Vendor or its assigns making good all damage caused by such entry cleansing and repair."

NOTE: The land edged green referred to adjoins the eastern boundary of the land in this title.

3 (23.08.2023) The land tinted pink on the title plan has the benefit of the rights granted by but is subject as mentioned in a Deed dated 21 February 1963 made between (1) Dowty Mining Equipment Limited (Vendor) (2) Dowty Seals Limited (Purchaser) and (3) Dowty Hydraulic Units Limited (Dowty Hydraulics) in the following terms:-

"THE Vendor as Beneficial Owner hereby grants unto the Purchaser ALL

A: Property Register continued

THOSE the rights and easements set out in the First Schedule hereto.

THE Purchaser as Beneficial Owner hereby grants unto the Vendor ALL THOSE the rights and easements set out in the Third Schedule hereto.

THE FIRST SCHEDULE referred to

(a) The right to the free and uninterrupted supply of gas through the 4 inch gas main shown and coloured light brown on the plan annexed hereto the Purchaser paying for the cost of all gas consumed by it

(b) The right to the free and uninterrupted flow of effluent through the 4 inch effluent drain and the 12 inch soil drain shown and coloured magenta on the said plan

(c) The right to the free and uninterrupted flow of soil through the 12 inch soil drain shown and coloured magenta on the said plan

(d) The rights set out in the Fifth Schedule hereto so far as they are applicable to the foregoing rights.

THE THIRD SCHEDULE

(a) The right to the free and uninterrupted supply of electricity through the underground cable shown and coloured green on the said plan the Vendor paying for the cost of all electricity so supplied to it.

(b) The rights set out in the Fifth Schedule hereto so far as they are applicable to the foregoing rights

THE FIFTH SCHEDULE referred to

(a) The right to enter upon the land upon which the said pipes mains drains cables ducts services or systems are situate and to open up the said ground for the purpose of inspecting repairing replacing and renewing the said pipes mains drains cables ducts services or systems doing as little damage as may be and restoring the surface of the said land as soon as reasonably possible and making good at its own expense all damage and disturbance which may be caused to any building erection or machinery or to the surface of the said land in the exercise of such right."

NOTE: No copy of the plan referred to above was lodged on first registration.

- 4 (23.08.2023) The land has the benefit of the following rights granted by the Deed dated 20 September 1982 referred to in the Charges Register:-

"THE Authority as Beneficial Owner hereby grants unto Mining and hereby separately grants unto Seals the right to discharge (whether directly or via the pump house whose position or approximate position is shown on the plan annexed hereto) into the sewer and into any other sewer of the Authority which may within seventy nine years be laid in under over or on any part of the land edged green and/or blue on the said plan sewage water soil and trade effluent from the said land edged green and/or the land edged blue on the said plan and all buildings now or hereafter thereon and for that purpose to make connections thereto PROVIDED that the total combined discharge shall not exceed 105,000 gallons per day TO HOLD unto Mining and unto Seals respectively in fee simple and to the intent that such rights shall be appurtenant to the said land edged green and to the said land edged blue and each and every part thereof."

- 5 (23.08.2023) By a Deed dated 4 August 1992 made between (1) Dowty Seals Limited and (2) Dowty Group Services Limited the rights contained in the Conveyance dated 30 March 1962 referred to above and the rights and easements for a supply of electricity through an underground cable on the Dowty Seals site and of entry on the Dowth Seals Site set out in paragraphs (a) and (b) of the Third Schedule to the Deed dated 21 February 1963 referred to above were expressed to be released.

- 6 (23.08.2023) A Transfer of the freehold estate in the land in this title dated 18 August 2006 made between (1) Trelleborg Sealing

A: Property Register continued

Solutions Uk Limited and (2) Easter Developments (Tewkesbury) Limited contains the following provision:-

" The Property will not by virtue of this Deed have any rights easements or the benefit of any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this Deed and Section 62 of the Law of Property Act 1925 will not apply to the transfer effected by this Deed."

- 7 (23.08.2023) A Transfer of the freehold estate in the land in this title dated 8 March 2021 made between (1) Sainsbury's Supermarkets Limited and (2) Barberry Industrial Limited contains a provision relating to the creation and/or passing of easements.

NOTE: Copy filed under GR265196.

- 8 (23.08.2023) A Transfer of the freehold estate in the land in this title dated 8 March 2021 made between (1) Barberry Industrial Limited and (2) Uttlesford District Council contains a provision relating to the creation and/or passing of easements.

NOTE: Copy filed under GR265196.

- 9 (23.08.2023) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 15 August 2023
Term : 35 years from and including 23 May 2023 to and including 22 May 2058
Parties : (1) Uttlesford District Council
(2) Moog Controls Limited
(3) Moog Inc.

- 10 (23.08.2023) The Lease prohibits or restricts alienation.

- 11 (23.08.2023) 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 (23.08.2023) PROPRIETOR: MOOG CONTROLS LIMITED (Co. Regn. No. 01171948) of Ashchurch Road, Ashchurch, Tewkesbury GL20 8NA.

C: Charges Register

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

- 1 (23.08.2023) A Conveyance of the land edged brown on the title plan and other land dated 25 July 1969 made between (1) British Railways Board (Board) and (2) Dowty Seals Limited (Purchasers) contains the following covenants:-

"FOR the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be themselves and their successors in title the owners for the time being of the property or any part thereof in whosoever hands the same may come the Purchasers covenant with the Board as follows:-

(1) Not at any time to erect any building or structure on the property within a distance of ten feet of the Board's adjoining land and works or to make any addition within that distance to any existing building or structure on the property or to execute any works on the property within that distance without

(a) Previously submitting detailed plans and sections thereof to the

C: Charges Register continued

Board and obtaining their approval thereto (such approval not to be unreasonably withheld) and

(b) Complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose.

.....

(3) Not at any time to work any mines or minerals under the property."

- 2 (23.08.2023) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 20 September 1982 made between (1) Dowty Mining Limited (Mining) (2) Dowty Seals Limited (Seals) and (3) Severn Trent Water Authority (Authority):-

"In further pursuance of the said agreement and in consideration of the Authority's covenants hereinafter contained Seals as Beneficial Owner and to the same intent hereby grants unto the Authority the same perpetual easements rights powers and privileges in through under over or upon the Seals land as by Clause 1 hereof are granted in through under over or upon the Mining land and upon the same terms and conditions and stipulations the intention being that this Deed shall have effect as if the said Clause 1 were herein repeated at length but with the substitution throughout of "Seals" and "the Seals strip of land" for Mining" and "the Mining strip of land"

Details of Clause 1 referred to above are set out below:-

"(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 Mining 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 relation thereto by means of the sewer as existing from time to time in through under over or upon the Mining strip of land and

(c) For the purposes hereof (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right (on giving reasonable prior notice except in a case of emergency) 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 re-pass along and over the Mining strip of land by a route within the same or by such (if any) other convenient route from a public highway as the Authority shall with the approval of Mining (which shall not be unreasonably withheld) from time to time require doing and occasioning no unreasonable damage thereto or to Mining's adjoining land for all purposes connected with the laying construction inspection maintenance repair alteration cleansing or renewal of the sewer

(d) The right in exercising the said rights to make all necessary excavations and to tip soil on so much of the Mining strip of land immediately adjoining such excavation 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 Mining strip of land

(e) The right of removing and taking away from the Mining strip of land for its own use all sub-soil found surplus to requirements after surface damage has been made good in accordance with the covenants on the part of the Authority hereinafter contained

(f) The right of temporarily fencing off the Mining strip of land from the adjoining and adjacent land of Mining for so long as may be necessary during and for the purpose of the execution by the Authority

C: Charges Register continued

of any of the works or operations hereby authorised

(g) The right of support for the sewer from the subjacent and adjacent land and soil including minerals of Mining."

The said Deed also contains the following covenants by the Grantor:-

"Mining to the intent that the burden of this covenant may run with the Mining strip of land and so as to bind (so far as practicable) the Mining 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 benefited or protected but not so as to render Mining personally liable for any breach of covenant committed after Mining shall have parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Authority that Mining will at all times hereafter not use or permit or knowingly suffer to be used the Mining strip of land or any adjoining or adjacent land of Mining 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 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."

NOTE: No copy of the plan referred to above was lodged on first registration.

- 3 (23.08.2023) The land affected thereby is subject to the following exceptions and reservations in favour of the Dowty Mining Site and the rights granted to Dowty Mining in the Deed of Exchange Grant and Surrender dated 12 May 1989 made between (1) Dowty Mining Equipment Limited and (2) Dowty Seals Limited referred to in the Charges Register:- "EXCEPT AND RESERVING unto Dowty Mining in fee simple for the benefit of the Dowty Mining Site and each and every part thereof the rights specified in Part 1 of the Sixth Schedule.....
5. Drainage rights 5.1 DOWTY SEALS as beneficial owner of the Dowty Seals Site HEREBY GRANTS to Dowty Mining the rights set out in Part II of the Sixth Schedule.

THE SIXTH SCHEDULE Part 1

Drainage Exceptions and Reservations in favour of Dowty Mining
(a) The right to enter into the Purple Land on reasonable notice for the purpose of inspecting maintaining repairing and renewing a drain ("the New Drain") under the Purple Land leading from the Dowty Mining Site to the manhole on the Dowty Seals Site marked "MH15" on the Plan the persons exercising such right causing as little disturbance as possible thereby and making good any damage thereby caused .(b) The right to the passage of water soil and trade effluent from the Dowty Mining Site through the New Drain under the Purple Land Dowty Mining at its own expense maintaining the New Drain in good and substantial repair and condition.
(c) The right at any time within the Perpetuity Period to enter onto the Purple Land for the purpose of laying further drains to the north of the public sewer (marked "Gravity TBC Foul Water Sewer" on the Plan) and connecting the same to the public sewer and thereafter inspecting maintaining repairing and renewing the same.
Subject to the persons exercising such rights:-
(i) causing as little disturbance as possible thereby and making good all damage thereby caused(ii) observing the requirement set out in sub-paragraph (ii) of Paragraph 1 of Part 11 of this Schedule and(iii) maintaining all such drains in good and substantial repair and condition.

PART II

Drainage rights granted by Dowty Seals to Dowty Mining
1. Subject as hereinafter mentioned:-
(a) the right to enter on reasonable notice onto the Dowty Seals Site for the purpose of inspecting maintaining repairing and renewing the New Drain (b) the right to the passage of water soil and trade effluent from the Dowty Mining Site through the New Drain under the Dowty Seals

C: Charges Register continued

Site (c) the right at any time within the Perpetuity Period to enter onto the Dowty Seals Site for the purpose of laying further drains to the north of the said public sewer connecting the Dowty Mining Site to the said public sewer and thereafter inspecting maintaining repairing and renewing the same.

The foregoing rights in paragraphs (a) (b) and (c) of this paragraph 1 are granted subject to the persons exercising the same:-

(i) causing as little disturbance as possible thereby and making good all damage thereby caused(ii) ensuring that there shall not be discharged from the Dowty Mining Site and/or the Brown Land into the said public sewer (whether via the said manhole marked MH15 or by any other route or by a combination of routes and whether or not those routes are on the Dowty Seals Site) water sewage soil trade effluent or other matter having a combined volume in excess of 75,000 gallons per day (iii) maintaining the New Drain and any further drains as aforesaid in good and substantial repair and condition 2. Subject as hereinafter mentioned:-

(a) the right in common with all others entitled thereto to enter on reasonable notice onto the part of the Dowty Seals Site shown hatched pink on the Plan for the purpose of inspecting maintaining repairing and renewing the interceptor chamber shown coloured pink on the Plan ("the Interceptor Chamber") (b) the right in common with Dowty Seals and all other persons authorised by it to the passage of surface water only from the Dowty Mining Site through the surface water drain ("the Surface Water Drain") along the route shown on the Plan by a broken pink line (or such relocated route as Dowty Seals may from time to time require) running under the Dowty Seals Site (c) the right to enter on reasonable notice onto the Dowty Seals Site to inspect maintain repair and renew the Surface Water Drain (d) the right to maintain a cable connecting the Interceptor Chamber to the warning system housed in the effluent treatment plant on the Dowty Mining Site and to enter on reasonable notice onto the Dowty Seals Site with any necessary vehicles for the purpose of inspecting repairing and replacing the same The foregoing rights in paragraphs (a) (b) (c) and (d) of this paragraph 2 are granted subject to the persons exercising the same:

(i) causing as little disturbance as possible thereby and making good all damage thereby caused(ii) taking all appropriate precautions and steps to prevent the discharge or seepage of any contaminated content from the Interceptor Chamber (iii) keeping the Interceptor Chamber in good repair and in such condition as will preclude seepage(iv) maintaining an adequate warning system in the Interceptor Chamber to give warning of any contamination unless the Severn-Trent Water Authority or other the competent authority for the time being confirm in writing that such system is no longer required (v) inspecting the Interceptor Chamber as appropriate (vi) if the warning signal operates or if inspection reveals contamination forthwith blocking off any further discharge from the Interceptor Chamber and emptying the same and keeping it emptied until the contamination ceases (vii) paying a fair proportion of the cost of maintaining the Surface Water Drain (viii) indemnifying Dowty Seals against all costs claims expenses liabilities and demands arising from the exercise by Dowty Mining of the rights in this paragraph 2 granted."

NOTE 1:-The Dowty Mining Site referred to adjoins the northern boundary of the land in this title.

NOTE 2: The land tinted pink on the title plans forms part of the The Dowty Seals Site referred to.

NOTE 3:-The Purple Land referred to is tinted blue on the title plan.

NOTE 4: The manhole marked "MH15" referred to is shown on the title plan.

NOTE 5: The public sewer marked "Gravity TBC Foul Water Sewer" is shown by a blue broken line on the title plan

NOTE 6: The Brown Land referred to is tinted yellow on the title plan.

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NOTE 7:-The land hatched pink referred to is tinted mauve

NOTE 8: The interceptor chamber coloured pink referred to is edged blue

C: Charges Register continued

on the title plan

NOTE 9: The Surface Water Drain shown by a broken pink line referred to is the brown broken line so far as it affects.

- 4 (23.08.2023) The land is subject to any rights that are reserved by the registered lease dated 15 August 2023 and affect the registered land.
- 5 (23.08.2023) UNILATERAL NOTICE in respect of a contract to purchase dated 28 April 2020 made between (1) Sainsburys Supermarkets Limited and (2) Barberry Industrial Limited.
- 6 (23.08.2023) BENEFICIARY: Barberry Industrial Limited (Co. Regn. No. 10997951) of Barberry House, Bromsgrove Road, Belbroughton, Stourbridge, West Midlands DY9 9XX.

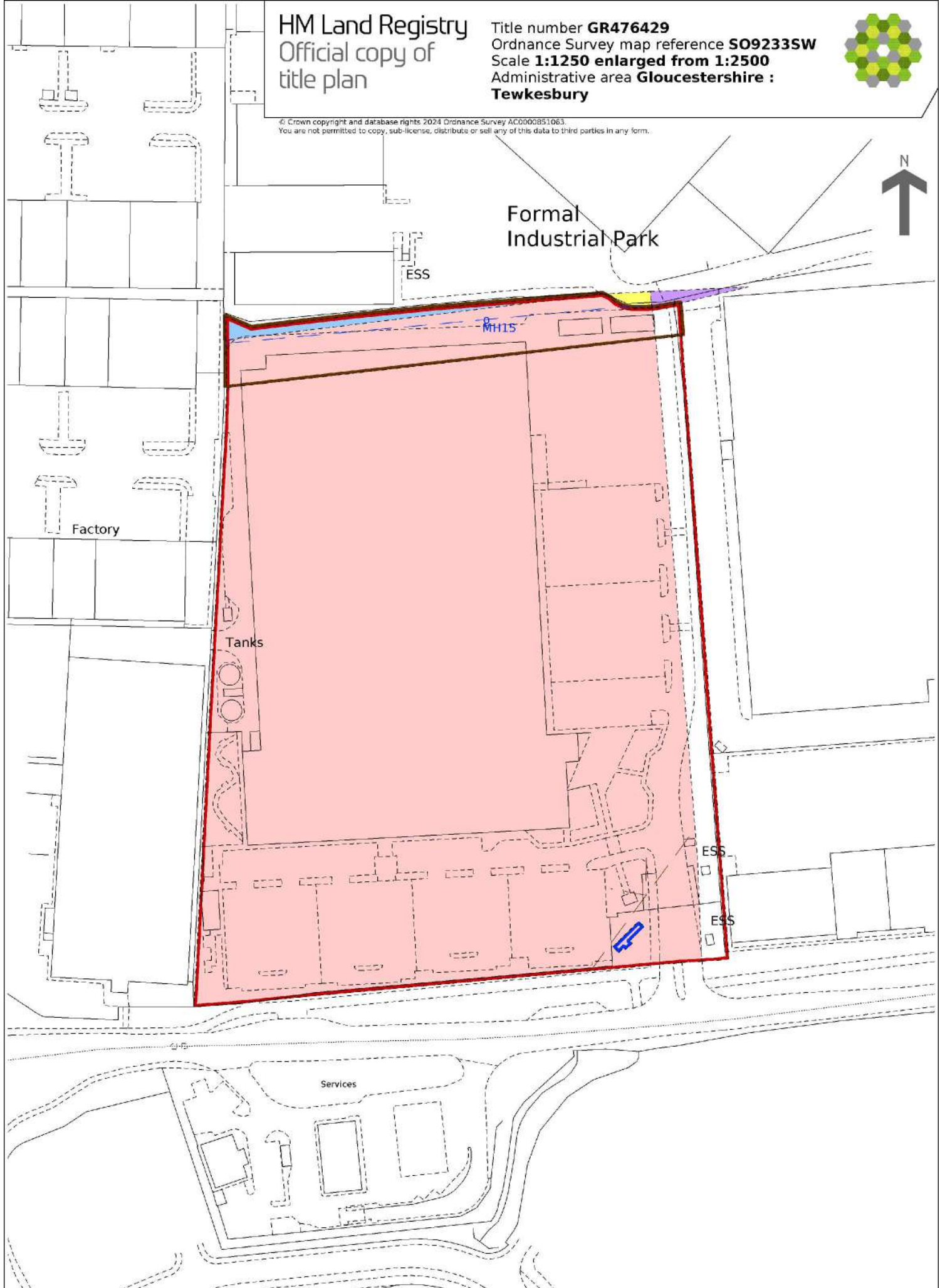
End of register

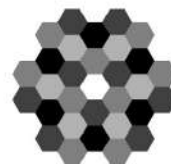
HM Land Registry
Official copy of
title plan

Title number **GR476429**
Ordnance Survey map reference **SO9233SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Gloucestershire :**
Tewkesbury



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Official copy of register of title

Title number GR395822

Edition date 28.01.2016

- This official copy shows the entries on the register of title on 10 JUL 2025 at 10:52:32.
- 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 10 Jul 2025.
- 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, Gloucester 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.

GLOUCESTERSHIRE : TEWKESBURY

- 1 (04.08.2015) 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 Unit 5, Ashchurch Parkway, Tewkesbury (GL20 8TU).
- 2 (04.08.2015) 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 (04.08.2015) The land tinted pink on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 25 July 1969 referred to in the Charges Register:-

"Together with the rights (which shall be appurtenant to all parts of the property and all buildings and erections for the time being thereon as well as to the whole of the property and all existing buildings thereon) set out in the First Schedule and the Third Schedule hereto but Reserving to the Board the rights set out in the Fourth Schedule and the Fifth Schedule hereto upon and subject to the terms and conditions set out in those Schedules.

THE FIRST SCHEDULE

The right to have maintain replace inspect and use the water pipe in the road slope in the approximate position shown by a firm blue line on the said plan and the right with or without workmen and others (subject to at least two weeks prior notice except in case of emergency) to enter upon the Board's adjoining land as often as occasion shall require for the purpose of exercising such right the Purchasers making good any damage thereby occasioned.

THE THIRD SCHEDULE

A: Property Register continued

The right to drain effluent from the sewage works on the property through the pipe and drain and settling tanks and ditch and apparatus outside the property (which for brevity are subsequently called "the works") through which effluent from the property now flows before discharging into Tirlle Brook. During such time as the works (or any part of the works) continue to be used for railway purposes the Board shall satisfactorily maintain the works. While the Purchasers continue to exercise this right they shall

(a) On request pay to the Board from time to time a proportion (to be assessed according to user) of the cost of that maintenance

(b) Ensure that the purity of the effluent at the point where it reaches the drain shall be of a standard satisfactory to the competent authority

(c) Make good to the Board's satisfaction any damage caused to the property of the Board as a result of the exercise of the right

(d) Not substantially increase the user so as to affect the efficient operation of the works

The Purchasers shall be entitled at all times to maintain the works (or any of them) on their ceasing to be used for railway purposes and for that purpose to enter with others authorised by them from time to time upon the land which accommodate or gives access to the works Provided that the Purchasers shall give prior notice of entry (except in case of emergency) and shall supply such details in connection therewith as are required by the Board and shall also comply with any safety requirements of the Board and pay any expenses incurred by the Board in consequence of such entry

If the whole of the property (and any other property which under the reservations contained in this Conveyance is then entitled to discharge effluent through the property into the works) shall be connected to the public sewer so that all effluent therefrom discharges into the public sewer the foregoing rights and obligations of the Purchasers and the Board shall cease (but without prejudice to any right of either party in respect of a prior breach) and thereupon the Purchasers shall seal off the pipe leading from the property to the works.

THE FOURTH SCHEDULE

(1) The right at any time to erect or suffer to be erected any building or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Board's adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light or air to the property over the adjoining land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right

(2) The right of support from the property for adjoining property of the Board

(3) The right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property now used for the benefit of the adjoining property of the Board (other than those mentioned in paragraphs (a) and (b) of the Fifth Schedule hereto in respect of which the only rights reserved to the Board are the rights set out in those paragraphs)

(4) Full right and liberty for the Board and their successors in title with or without workmen at all reasonable times and subject to giving reasonable prior notice except in case of emergency to enter upon the property for the purpose of repairing maintaining renewing reinstating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Board on their adjoining or neighbouring land

The Board making good any damage occasioned or loss sustained by or as

A: Property Register continued

a result of the exercise of the rights reserved by paragraphs (3) and (4) of this Schedule.

THE FIFTH SCHEDULE

(a) The right to continue to discharge through the existing pipes and into the existing sewerage disposal system on the property foul effluent from the Passenger Station Buildings marked X on the plan or any buildings substituted therefor and from the Station Cottages numbered 11 to 13 inclusive marked Z on the plan. If during the subsistence of this right the Passenger Station Buildings or any buildings substituted therefor shall cease to be used for railway purposes the right shall forthwith cease with regard to them. The Purchasers or their successors in title shall be entitled at any time or times to provide or procure at their expense an alternative method of disposing of foul effluent from those properties (or any part of them) which is satisfactory to the Board and the Board shall make available all rights of access and otherwise which may be requisite for that purpose. If such an alternative method shall be provided or procured for those properties (or any part of them) the right reserved by this paragraph shall forthwith cease or (as the case may be) shall forthwith cease with regard to that part. The Purchasers or their successors in title shall in any event be entitled to terminate the right reserved by this paragraph with regard to Station Cottages 11 to 13 inclusive by sending to the Board or their Solicitor or Legal Adviser for the time being on the Twenty fifth day of July One thousand nine hundred and seventy two or any date thereafter not less than six months written notice expiring on any day of their intention to do so

(b) The right to continue to take water through the existing water pipes on the property whose position or approximate position is shown by broken blue lines on the said plan for use on the said Passenger Station Buildings and Station Cottages numbered 11 to 13 inclusive and the permanent way hut marked P on the plan. The Board shall at the request and cost of the Purchasers or their successors in title and within a reasonable time following such request install (or procure the installation of) an alternative supply of water from the main to those properties (or any part of them). On such installation the right reserved by this paragraph shall forthwith cease or (as the case may be) shall forthwith cease with regard to the part served by the new installation except in so far as the alternative supply of water may pass through the said existing water pipes

(c) During the subsistence of the rights reserved by paragraphs (a) and (b) of this Schedule the Purchasers shall at their cost maintain such of the drain pipes sewerage disposal system and water pipes in respect of which the rights operate as are on the property except any existing water pipes used solely by the Board or their successors for the purposes of the alternative water supply

(d) The Board shall make good any damage occasioned or loss sustained by or as a result of the exercise of the rights reserved by paragraphs (a) and (b) of this Schedule."

NOTE 1: The water pipe shown by a firm blue line referred to was not marked on the copy plan supplied on first registration

NOTE 2: The buildings marked "X" on the plan referred to lie to the south east of the land tinted pink on the title plan

NOTE 3: The Station Cottages numbered 11 to 13, marked "Z" on the plan referred to, lie to the south east of the land tinted pink on the title plan

NOTE 4: The water pipes shown by broken blue lines referred to were not marked on the copy plan supplied on first registration

NOTE 5: The permanent way hut marked "P" on the plan referred to lies to the south east of the land tinted pink on the title plan.

(04.08.2015) The Conveyance dated 25 July 1969 referred to above contains the following provision:-

A: Property Register continued

"IT IS HEREBY DECLARED that the carrying on by the Board of their undertaking on their adjoining or neighbouring land in exercise of their powers and subject to their statutory and common law obligations shall not be deemed to be a breach of the covenant for quiet enjoyment implied herein by reason of the Board being expressed to convey the property as Beneficial Owners nor to be in derogation of their grant."

- 5 (04.08.2015) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of land adjoining the northern boundary dated 31 July 1984 made between (1) Dowty Mining Equipment Limited (Vendors) and (2) Bob Chick Limited (Purchasers):-

"TOGETHER WITH the right for the Purchasers their successors in title owners and occupiers of the property (subject to first obtaining all requisite consents and approvals from the Severn Trent Water Authority and any other relevant authority) to lay under Site N a 150 mm diameter sewer and to connect the same at the point marked X on Plan A to the existing 150 mm sewer on Site N indicated by a blue line on Plan A and to discharge through and into the same (including the existing sewer up to its point of connection with the main adopted sewer) foul water from the property and the buildings from time to time thereon and the right from time to time to enter upon Site N for the purpose of laying connecting inspecting repairing and maintaining the same PROVIDED that the Purchasers or such successors in title shall construct the same with suitable materials and carry out the works of laying and connecting in a proper and workmanlike manner and to the reasonable satisfaction of the Vendors or their successors in title to Site N and in accordance with plans and specifications to be first approved in writing by the Vendors or such successors in title such approval not to be unreasonably withheld or delayed and shall give to the Vendors or such successors in title reasonable notice before entering upon Site N for any of such purposes and shall in the exercise of such rights cause as little damage as possible to Site N and as little disturbance as possible to the Vendors or such successors in title and shall after each such entry upon Site N forthwith restore the surface thereof and shall make good any damage sustained by the Vendors or their successors in title in the exercise of such rights of laying connecting inspecting repairing and maintaining EXCEPT AND RESERVING in fee simple to the Vendors and their successors in title the owners and occupiers from time to time of Site L and every part thereof the right to connect a foul water drain to the New Sewer and to discharge through and into the same foul water from Site L and the buildings from time to time thereon subject to paying a fair proportion according to user of the cost of the repair and maintenance thereof and also EXCEPTING AND RESERVING in fee simple to the Vendors and their successors in title the owners and occupiers from time to time of Site L and Site M and every part thereof the free passage and running of mains water and electricity to Site L and Site M and all buildings from time to time thereon through the existing pipe (the position of which is indicated on Plan A by a brown line) cables and apparatus now serving the same which are now on in under or over the property together with the right to enter thereon for the purposes of repairing and maintaining the same the person so exercising such rights causing as little damage and inconvenience as possible and making good all damage occasioned thereby PROVIDED ALWAYS that the Purchasers and its successors in title may at their own expense alter the route or position of such pipe cables and apparatus on giving reasonable prior written notice to the Vendors or their successors in title and for the avoidance of doubt the rights hereby excepted and reserved shall apply to such new route or routes and also EXCEPT AND RESERVING in fee simple to the Vendors and their successors in title owners and occupiers from time to time of the retained land and every part thereof the right to enter upon the property for the purposes of maintaining the existing water pipe serving Numbers 11-13 inclusive Station Cottages referred to in the Fifth Schedule to the 1969 Conveyance (as hereinafter defined) or such alternative pipe as may be laid by the Purchasers."

NOTE: Copy plan filed under GR120971.

- 6 (04.08.2015) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the freehold estate in

A: Property Register continued

the land in this title dated 11 January 2008 made between (1) Axa Sun Life Plc and (2) Chase-Horton (Tewkesbury) Limited.

NOTE: Copy filed GR319455.

- 7 (04.08.2015) The Transfer dated 11 January 2008 referred to above contains a provision as to light or air and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 8 (04.08.2015) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 6 July 2015
Term : 20 years beginning on, and including 6 July 2015 and ending on, and including 5 July 2035
Parties : (1) Ashchurch 9 Limited
(2) Moog Controls Limited
- 9 (04.08.2015) The Lease prohibits or restricts alienation.
- 10 (04.08.2015) 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 (04.08.2015) PROPRIETOR: MOOG CONTROLS LIMITED (Co. Regn. No. 01171948) of Moog Industrial Group, Unit, 5 Ashchurch Parkway, Tewkesbury GL20 8TU.

C: Charges Register

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

- 1 (04.08.2015) A Conveyance of the freehold estate in the land tinted pink on the title plan and other land dated 25 July 1969 made between (1) British Railways Board (Board) and (2) Dowty Seals Limited (Purchasers) contains the following covenants:-
- "FOR the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be themselves and their successors in title the owners for the time being of the property or any part thereof in whosoever hands the same may come the Purchasers covenant with the Board as follows:-
- (1) Not at any time to erect any building or structure on the property within a distance of ten feet of the Board's adjoining land and works or to make any addition within that distance to any existing building or structure on the property or to execute any works on the property within that distance without
- (a) Previously submitting detailed plans and sections thereof to the Board and obtaining their approval thereto (such approval not to be unreasonably withheld) and
- (b) Complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose.
-
- (3) Not at any time to work any mines or minerals under the property."
- 2 (04.08.2015) An Agreement dated 25 June 1984 made between (1) The Council for the Borough of Tewkesbury and (2) Dowty Mining Equipment

C: Charges Register continued

relates to the construction of a new 150 mm gravity-link sewer. The said Deed also contains covenants imposed pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982.

NOTE: Copy filed under GR120971.

- 3 (04.08.2015) An Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 dated 20 September 1995 made between (1) Dowty Group Services Limited and (2) Gloucestershire County Council contains covenants relating to the development and maintenance of the land in this title.

NOTE: Copy filed under GR120971.

- 4 (04.08.2015) The land is subject to the following rights granted by a Transfer of land lying to the east of the land in this title dated 19 February 1997 made between (1) Dowty Group Services Limited (Transferor) and (2) David James Richardson and others (Trustees):-

"TOGETHER WITH rights and easements specified in the First Schedule hereto.

THE FIRST SCHEDULE

1 The right to the free passage and running of water oil gas electricity and other services through all drains channels pipes wires cables water courses ("the Service Installations") and the full right and liberty for the purpose aforesaid but not for any other purpose whatsoever to make connection to the Service Installations now or within 80 years from the date hereof ("the Specified Period") laid or constructed in or under or which belong to the Retained Land within the strip of land coloured Blue and Brown (respectively) on the plan marked "B" attached hereto and thereon delineated which service the Property SUBJECT TO the payment of a fair proportion of the cost incurred in cleaning maintaining repairing and renewing the same as are used in common and TOGETHER ALSO WITH the right exercisable within the Specified Period to lay use inspect repair maintain replace and renew within such strip of land new or additional drains pipes cables and wires to serve the Property PROVIDED THAT if the existing roadbridge forming part of Northway Lane shall be demolished and if as a result it shall become practicable for the Trustees to make a direct connection to the gas distribution network from the said blue land then once such connection has been made or (if such connection is not made or there is a delay in it being made) following the expiry of such period as ought reasonably to be necessary in order to enable such direct connection to be made the Trustees shall have no further rights over the said brown land and shall disconnect and remove any drains pipes cables or wires which they may have installed within it.

2 The right to enter after giving reasonable notice at all reasonable times (except in the case of emergency) upon the Retained Land so far as may be necessary for the purposes referred to in paragraph 1 above causing as little damage as possible and making good to the reasonable satisfaction of the Transferor any damage caused."

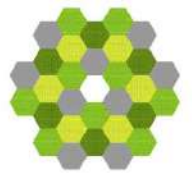
NOTE: Copy plan filed under GR120971.

End of register

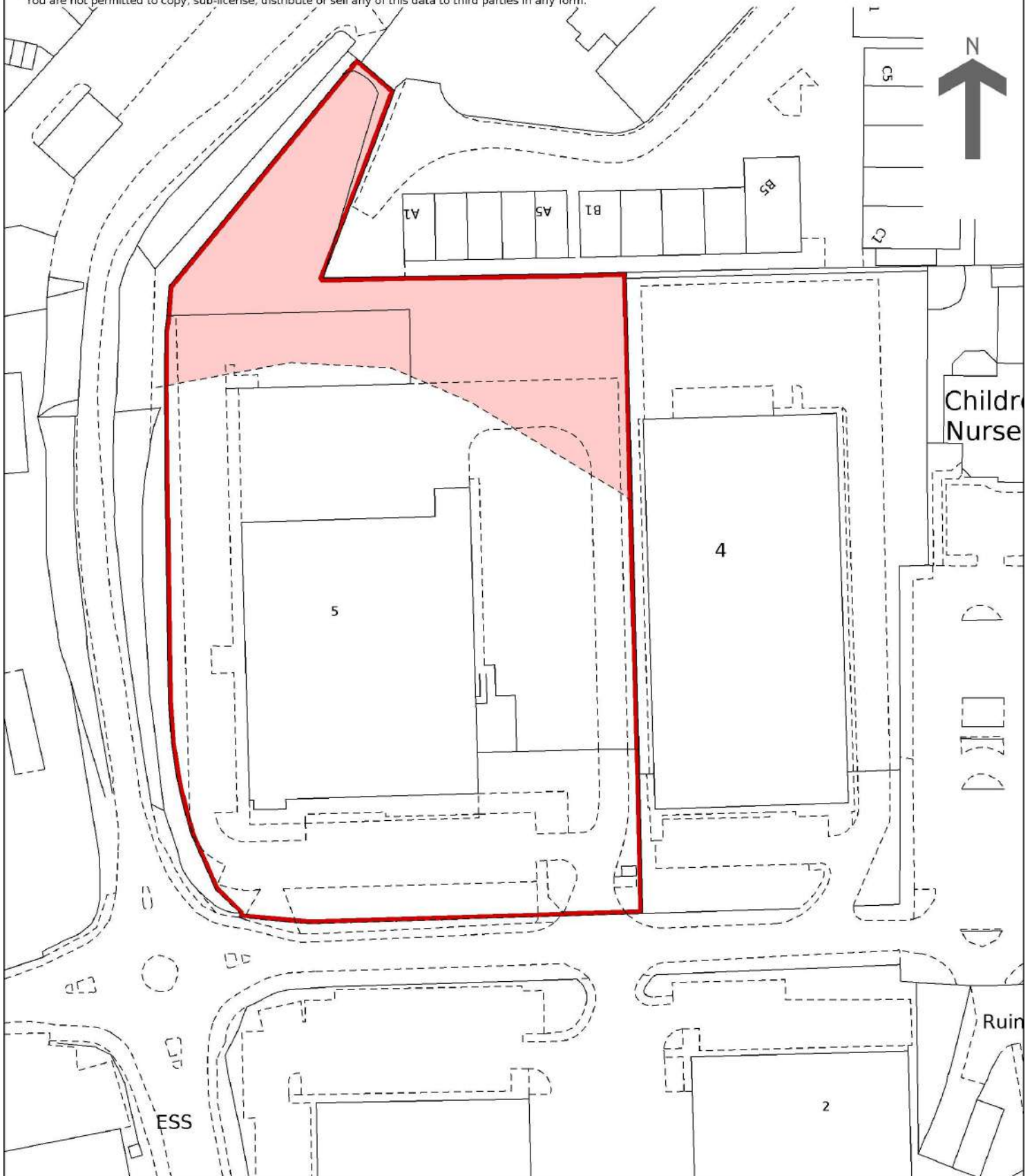
HM Land Registry

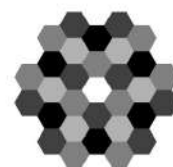
Official copy of title plan

Title number **GR395822**
Ordnance Survey map reference **S09233SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Gloucestershire :**
Tewkesbury



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Official copy of register of title

Title number BK501720

Edition date 16.07.2019

- This official copy shows the entries on the register of title on 10 JUL 2025 at 10:52:32.
- 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 10 Jul 2025.
- 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, Gloucester 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.

WOKINGHAM

- 1 (16.07.2019) 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 Unit 30, Suttons Business Park, Suttons Park Avenue, Earley, Reading (RG6 1AW).
- 2 (16.07.2019) The Conveyance dated 10 March 1928 referred to in the Charges Register contains the following provision:-

"PROVIDED always and its is hereby agreed and declared that these presents shall not operate to create or pass and nothing herein contained shall be construed as creating or passing to the Purchasers or other the owners or owner for the time being of the premises hereby conveyed any right to light or air which would diminish or interfere with the free and unrestricted user of any adjoining property now or heretofore belonging to the Vendor either for building or any other purpose."
- 3 (16.07.2019) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land lying to the south east of the land in this title dated 7 March 2012 made between (1) Standard Life Assurance Limited and (2) Thames Water Utilities Limited.

NOTE:-Copy filed under BK448726.
- 4 (16.07.2019) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 1 July 2019
Term : 10 years from and including 1 July 2019
Parties : (1) Standard Life Assurance Limited
(2) Moog Reading Limited
- 5 (16.07.2019) The Lease prohibits or restricts alienation.
- 6 (16.07.2019) The land has the benefit of any legal easements granted by clause LR11.1 of the registered lease dated 1 July 2019 referred to above but is subject to any rights that are reserved by the said deed

A: Property Register continued

and affect the registered land.

7 (16.07.2019) 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

1 (16.07.2019) PROPRIETOR: MOOG READING LIMITED (Co. Regn. No. 00586505) of 30 Suttons Park Avenue, Suttons Business Park, Reading RG6 1AW.

C: Charges Register

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

1 (16.07.2019) A Conveyance of the freehold estate in the land in this title and other land dated 10 March 1928 made between (1) The Right Honourable Gerald William Viscount Sidmouth (Vendor) (2) Sir Malcolm Cotter Cariston Seton and others (the Trustees) and (3) Leonard Goodhart Sutton and others (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

1 (16.07.2019) The following are details of the covenants contained in the Conveyance dated 10 March 1928 referred to in the Charges Register:-

"THE Purchasers hereby covenant with the Vendor (to the intent that this present covenant shall bind the premises hereby conveyed so far as the rules of law or equity permit and the owners or owner for the time being thereof (but so that no individual covenantor or his estate shall be liable for any breach or failure of performance occurring after he shall have ceased to hold or own the said land hereby conveyed) and that this present covenant shall enure for the benefit of and be enforceable by the Vendor or other the owners or owner for the time being and from time to time of the adjoining or neighbouring parts of the Vendors Sidmouth Estates) that they the Purchasers or other the owners or owner for the time being of the said land hereby conveyed will observe perform and comply with the stipulations contained in the First Schedule hereto

THE FIRST SCHEDULE

NOTE: In this Schedule the terms "Vendor" and "Purchasers" bear the same meanings respectively as in the before written Conveyance

1. The Purchasers will not use exercise or carry on or suffer to be used exercised or carried on upon the said piece of land or any part thereof or in or upon any messuage or tenement or other buildings for the time being erected and standing thereon any noisy noisome hazardous obnoxious or offensive trade business or act whatsoever or anything which may be a nuisance or annoyance to the Vendor or his successors in title entitled for the time being to the Sidmouth Estates or any part thereof or his or their tenants.

2. No plot of land on which any messuage or tenement shall be erected shall have a frontage of less than twenty-five feet But this restriction shall not apply to any building (other than a dwellinghouse) erected and used solely for the purposes of the business of Seedsmen carried on by the Purchasers.

3. No messuage tenement or building erected on the said piece of land shall without the previous consent in writing of the Vendor be used for

Schedule of restrictive covenants continued

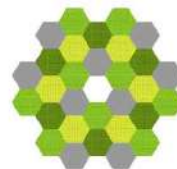
any purpose whatsoever other than one of the following namely:-

- (a) that of a private or professional dwellinghouse with the usual outbuildings thereto
- (b) for the business of seedsmen carried on by the Purchasers or
- (c) for the business of a shop Provided that no shop except a shop for the said business of the Purchasers shall be erected which shall front to the London Road.

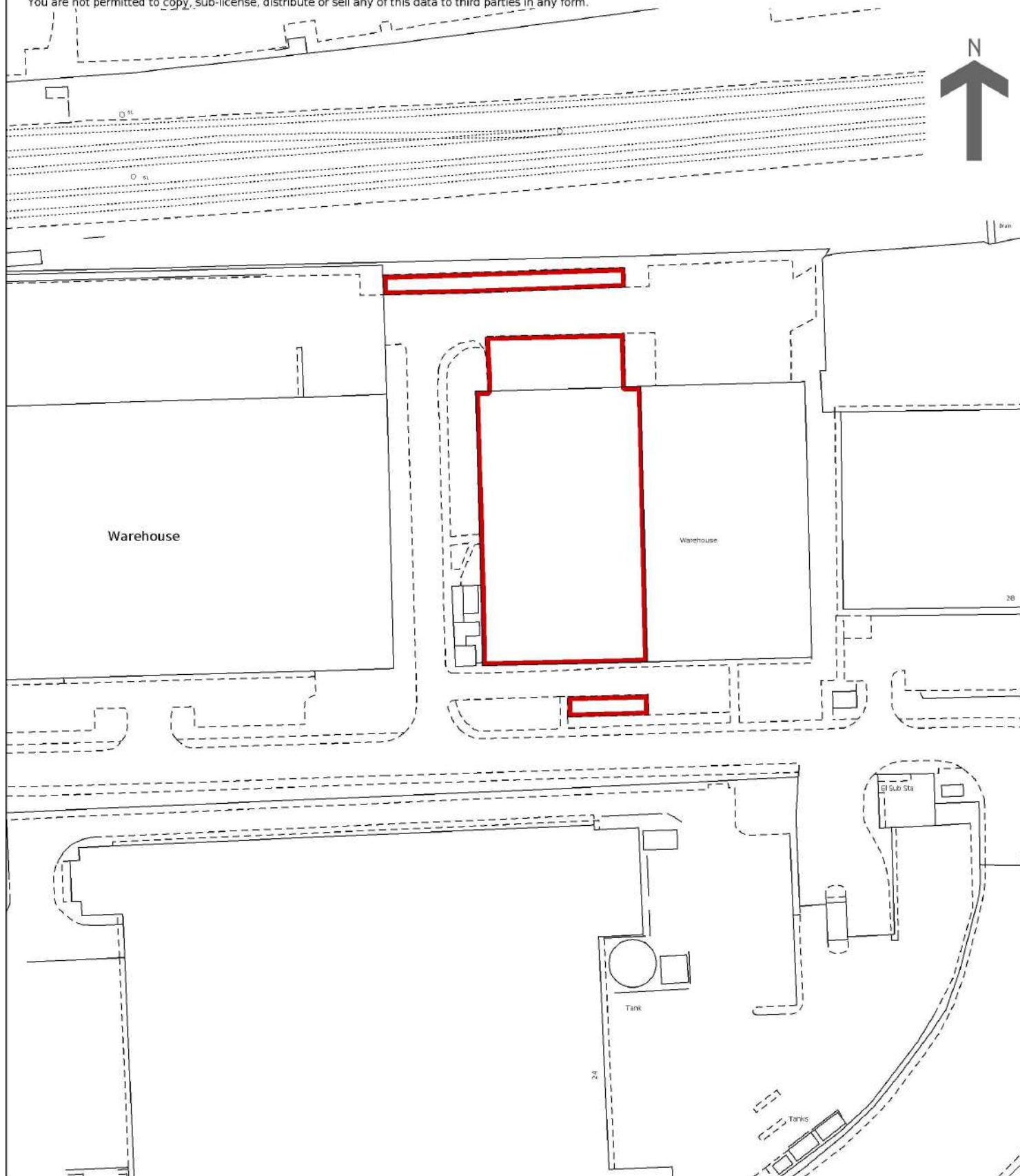
4. No clay gravel chalk or other mineral under any portion of the said piece of land lying within a distance of Three hundred feet from either The London Road or Shepherds House Lane shall be carried away or disposed of except for use on the buildings to be constructed in accordance with the foregoing stipulations and no ballast lime bricks tiles or other articles shall be burnt on the said piece of land or any part thereof

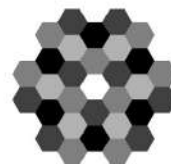
5. No caravan or house on wheels tent hut or shed intended for use as a dwelling or sleeping place or any swing roundabout show stall or advertisement shall be suffered to be placed or remain on the said piece of land or any part thereof excepting any advertisement relating to the business of seedsmen carried on by the Purchasers and excepting that nothing herein contained shall prevent or hinder the erection and maintenance in a permanent Recreation Ground of permanent swings or permanent roundabouts for the use of which no charge shall be made."

End of register



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Official copy of register of title

Title number BK501808

Edition date 19.07.2019

- This official copy shows the entries on the register of title on 10 JUL 2025 at 10:52:32.
- 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 10 Jul 2025.
- 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, Gloucester 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.

WOKINGHAM

- 1 (19.07.2019) 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 Unit 29, Suttons Business Park, Suttons Park Avenue, Earley, Reading (RG6 1AZ).

NOTE: The unit is on the ground and first floors.

- 2 (19.07.2019) 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 (19.07.2019) The land has the benefit of the following rights reserved by a Transfer of other land dated 1 March 1988 made between (1) Slough Trading Estate Limited (STEL) (2) Slough Properties Limited (SP) and (3) The County Council of The Royal County of Berkshire (Council):-

"EXCEPTING AND RESERVING the easements and rights contained in the Second Schedule hereto

THE SECOND SCHEDULE

(Easements and rights excepted and reserved)

The following easements and rights are hereby excepted and reserved:

1. A right for the benefit of SP and its successors in title the owner or owners for the time being of the Retained Land to use all existing sewers drains watercourses wires cables and other services ("the services) laid or passing through or under the Property together with the right from time to time upon reasonable notice being given (except in case of emergency) to enter upon the Property for the purposes of examining the state of repair of the services and to repair maintain renew replace relay or reinstate the same or any of them or to lay new

A: Property Register continued

services the person or persons exercising such right doing as little damage as possible and making good all damage caused in the exercise of the said right

2. The right for SP and its successors in title the owners and occupiers for the time being of the Retained Land from time to time upon reasonable notice being given (except in case of emergency) to enter upon the Property with or without workmen for the purpose of repairing maintaining or renewing the existing buildings and structures erected on the Retained Land the person or persons exercising such right doing as little damage as possible and making good all damage caused in the exercise of the said right

3. The right to subjacent and lateral support from the Property

4. The right in such manner as SP its successors in title the owners and occupiers for the time being of the Retained Land think fit to alter or rebuild any of the buildings erected on the Retained Land and to use the Retained Land in such manner as it or they shall think fit notwithstanding that the access of light and air to the Property may thereby be interfered with

5. All other easements rights liberties privileges advantages and quasi-easements (whether or not continuous apparent or reasonably necessary) which are now enjoyed or intended to be enjoyed by the Retained Land or any part thereof over or in respect of the Property or any part thereof so far as the same are not specifically referred to in paragraphs 1 - 4 of this Schedule."

NOTE: The retained land referred to is the land in this title.

- 4 (19.07.2019) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 1 July 2019
Term : 10 years from and including 1 July 2019
Parties : (1) Standard Life Assurance Limited
(2) Moog Reading Limited
- 5 (19.07.2019) The Lease prohibits or restricts alienation.
- 6 (19.07.2019) 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

- 1 (19.07.2019) PROPRIETOR: MOOG READING LIMITED (Co. Regn. No. 00586505) of 30 Suttons Park Avenue, Suttons Business Park, Reading RG6 1AW.

C: Charges Register

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

- 1 (19.07.2019) A Conveyance of the freehold estate in the land in this title and other land dated 10 March 1928 made between (1) The Right Honourable Gerald William Viscount Sidmouth (Vendor) (2) Sir Malcolm Cotter Cariston Seton and others (the Trustees) and (3) Leonard Goodhart Sutton and others (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (19.07.2019) The land is subject to the rights granted by a Deed dated 7 March 2012 made between (1) Standard Life Assurance Limited and (2) Thames Water Utilities Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under BK250603.

Schedule of restrictive covenants

1 (19.07.2019) The following are details of the covenants contained in the Conveyance dated 10 March 1928 referred to in the Charges Register:-

"THE Purchasers hereby covenant with the Vendor (to the intent that this present covenant shall bind the premises hereby conveyed so far as the rules of law or equity permit and the owners or owner for the time being thereof (but so that no individual covenantor or his estate shall be liable for any breach or failure of performance occurring after he shall have ceased to hold or own the said land hereby conveyed) and that this present covenant shall enure for the benefit of and be enforceable by the Vendor or other the owners or owner for the time being and from time to time of the adjoining or neighbouring parts of the Vendors Sidmouth Estates) that they the Purchasers or other the owners or owner for the time being of the said land hereby conveyed will observe perform and comply with the stipulations contained in the First Schedule hereto

THE FIRST SCHEDULE

NOTE: In this Schedule the terms "Vendor" and "Purchasers" bear the same meanings respectively as in the before written Conveyance

1. The Purchasers will not use exercise or carry on or suffer to be used exercised or carried on upon the said piece of land or any part thereof or in or upon any messuage or tenement or other buildings for the time being erected and standing thereon any noisy noisome hazardous obnoxious or offensive trade business or act whatsoever or anything which may be a nuisance or annoyance to the Vendor or his successors in title entitled for the time being to the Sidmouth Estates or any part thereof or his or their tenants.

2. No plot of land on which any messuage or tenement shall be erected shall have a frontage of less than twenty-five feet But this restriction shall not apply to any building (other than a dwellinghouse) erected and used solely for the purposes of the business of Seedsmen carried on by the Purchasers.

3. No messuage tenement or building erected on the said piece of land shall without the previous consent in writing of the Vendor be used for any purpose whatsoever other than one of the following namely:-

(a) that of a private or professional dwellinghouse with the usual outbuildings thereto

(b) for the business of seedsmen carried on by the Purchasers or

(c) for the business of a shop Provided that no shop except a shop for the said business of the Purchasers shall be erected which shall front to the London Road.

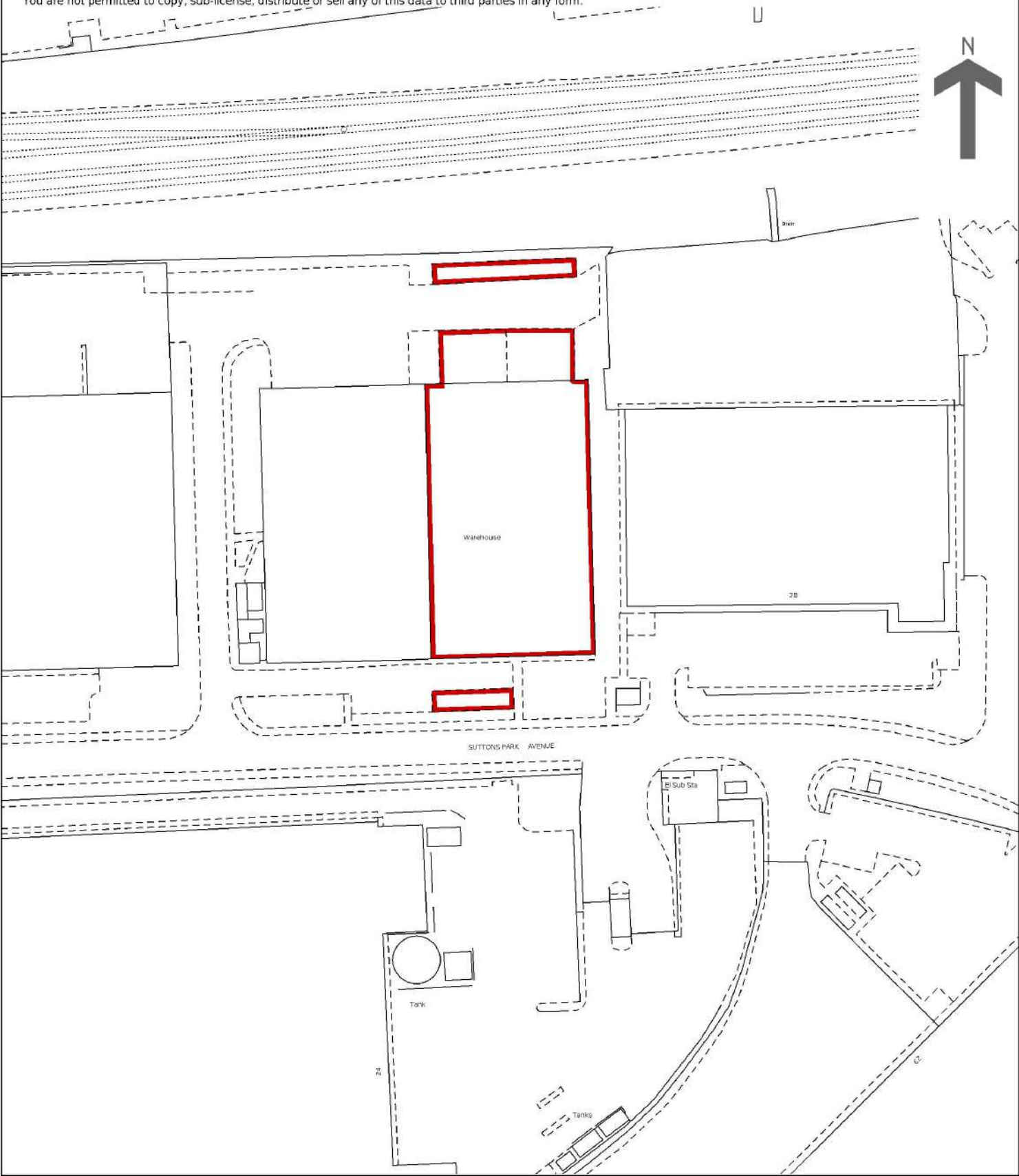
4. No clay gravel chalk or other mineral under any portion of the said piece of land lying within a distance of Three hundred feet from either The London Road or Shepherds House Lane shall be carried away or disposed of except for use on the buildings to be constructed in accordance with the foregoing stipulations and no ballast lime bricks tiles or other articles shall be burnt on the said piece of land or any part thereof

5. No caravan or house on wheels tent hut or shed intended for use as a dwelling or sleeping place or any swing roundabout show stall or advertisement shall be suffered to be placed or remain on the said piece of land or any part thereof excepting any advertisement relating to the business of seedsmen carried on by the Purchasers and excepting that nothing herein contained shall prevent or hinder the erection and maintenance in a permanent Recreation Ground of permanent swings or permanent roundabouts for the use of which no charge shall be made."

End of register



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Official copy of register of title

Title number BD154446

Edition date 20.07.2009

- This official copy shows the entries on the register of title on 10 JUL 2025 at 10:55:14.
- 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 10 Jul 2025.
- 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, Peterborough 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.

LUTON

- 1 (04.07.1990) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Unit J Airport Executive Park, President Way, Luton.

NOTE: The airspace above and below the eaves and the soil and pathways below the eaves are not included in the title.

- 2 (04.07.1990) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 16 February 1990
 Term : 25 years from 25 December 1989
 Rent : As therein mentioned
 Parties : (1) Britel Fund Trustees Limited
 (2) Fernau Avionics Limited

NOTE: The matters referred to in the Register of Title Number BD137818 mentioned in the lease set out in the Register of this title so far as they affect

- 3 (04.07.1990) 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 (17.05.2007) 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 (04.07.1990) PROPRIETOR: FERNAU AVIONICS LIMITED (Co. Regn. No. 989895) of Holywell Hill, St Albans, Herts, AL1 1HS.

C: Charges Register

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

- 1 A Conveyance of the freehold estate in the land in this title and other land dated 30 September 1957 made between (1) The Mayor Alderman and Burgesses of the Borough of Luton (Corporation) and (2) Hunting Percival Aircraft Limited (Purchaser) contains covenants details of which are set out in the Schedule hereto.

By a Deed dated 14 April 1966 made between (1) The Mayor Alderman and Burgesses of the County Borough of Luton (Corporation) and (2) British Aircraft Corporation ("H") Nominees) the said covenants were expressed to be varied. Details of the terms of variation are set out in the Schedule hereto.

By a Deed dated 27 November 1985 made between (1) The Council of the Borough of Luton (2) John Finlan PLC and (3) National Westminster Bank PLC the said covenants as varied were expressed to be released. The said Deed also contains covenants details of which are set out in the Schedule hereto.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 30 September 1957 referred to in the Charges Register:-

"THE Purchaser to the intent that this covenant may so far as possible bind all persons who now are or shall hereafter become entitled to any estate or interest in the land hereby conveyed or any part thereof but not so as to render the Purchaser liable in damages or otherwise for any breach of covenant committed after it shall have parted with all interest in the premises in respect of which such breach shall occur hereby COVENANTS with the Corporation to the intent that this covenant shall be for the benefit of the land of the Corporation adjoining the land hereby conveyed

(a) not whilst the adjoining or neighbouring land of the Corporation continues to be used as an airport without the previous consent in writing of the Corporation (which shall not be unreasonably withheld) to use the property hereby conveyed for any other purpose than

(i) as a factory for the manufacture and assembly and repair of aircraft (which expression shall include rockets projectiles and other similar pilotless aeronautical devices) aircraft components and accessories or for such other business as may be conveniently carried on in conjunction therewith

(ii) as a store for petrol and oil and all other fuels and lubricants of such a quantity as may be reasonably necessary for the purpose of the aforesaid business and for the testing of aircraft made assembled or repaired by the Purchaser or for any aircraft calling at the property hereby conveyed in connection with the said business but so that no petrol oil or other fuels or lubricants shall be sold or supplied at or from the property hereby conveyed for any other purposes

(iii) for the teaching and training as pilots mechanics or other members of crews of aircraft any persons who are either employed in or about the said factory or are the owners or prospective owners or their servants of aircraft manufactured or assembled or repairing by the Purchaser or the predecessors the makers of Percival Aircraft or have

Schedule of restrictive covenants continued

agreed to purchase (or are negotiating for the purpose of) machines which have been manufactured or assembled or repairing by the Purchaser.

(b) Faithfully to observe and comply with all regulations and requirements of the Factory Acts and of any statutory modifications thereof or additions thereto for the time being in force so far as applicable and of the Ministry of Transport and Civil Aviation relating to or affecting the use of the said Factory or the use in connection with the said factory of the adjoining Airport.

(c) To provide and install such apparatus as shall from time to time be reasonably necessary for the elimination or reduction of noise and to avoid causing or creating a nuisance (by noise or of any other kind) to the owners tenants or occupiers of surrounding or adjoining land in the carrying on of the Purchaser's business as referred to in sub-clause (a) hereof

(d) Not to sell or supply (or permit to be sold or supplied) on or from the property hereby conveyed any alcoholic liquor except for the consumption on the said property by the Purchaser's servants employees or persons visiting the property in connection with the business of the Purchaser.

2 The following are details of the terms of the variation of covenants contained in the Deed dated 14 April 1966 referred to in the Charges Register:-

"THE covenant contained in sub-clause (a) of Clause 3 of the Conveyance of 1957 shall from the date of this deed cease to have effect and the following sub-clause shall be deemed to be substituted therefor and to have effect accordingly:-

(a) Not whilst the adjoining or neighbouring land of the Corporation continues to be used as an airport without the previous consent in writing of the Corporation (which shall not be unreasonably withheld) to use the property hereby conveyed otherwise than for any purpose whatsoever directly or indirectly connected with the business of manufacturing and repairing motor vehicles

2. THE covenant contained in sub-clause (d) of Clause 3 of the Conveyance of 1957 shall be modified to the extent that the word "Purchaser" therein shall be deemed to include the Company and its successors in title.

3 The following are details of the covenants contained in the Deed dated 27 November 1985 referred to in the Charges Register:-

"For the benefit of the Council's land the Company hereby covenants with the Council for itself and its successors in title to observe the restrictions contained in the Second Schedule hereto

THE SECOND SCHEDULE

1. Subject to Clause 2 below not without the prior written consent of the Council such consent not to be unreasonably withheld to use or occupy or cause or permit or suffer to be used or occupied the Company's land for any purpose whatsoever other than a use within any of the descriptions contained in Classes II III IV and X in the Schedule to the Town and County Planning (use Classes) Order 1972 (a copy of which is annexed hereto)

2. Not without the prior consent of the Council such consent not to be unreasonably withheld to use or occupy or cause or permit or suffer to be used or occupied the Company's land for a use within the description contained in Class X in the Schedule to the Town and County Planning (use Classes) Order 1972 except where such use is ancillary to any other use of the said land not hereby restricted or is related to the said Luton International Airport and not without the previous consent in writing to the Council such consent not to be unreasonably withheld to use or occupy or cause or permit or suffer to be used or occupied more than 30% of any buildings or other development on the Company's land for such Class X use

Schedule of restrictive covenants continued

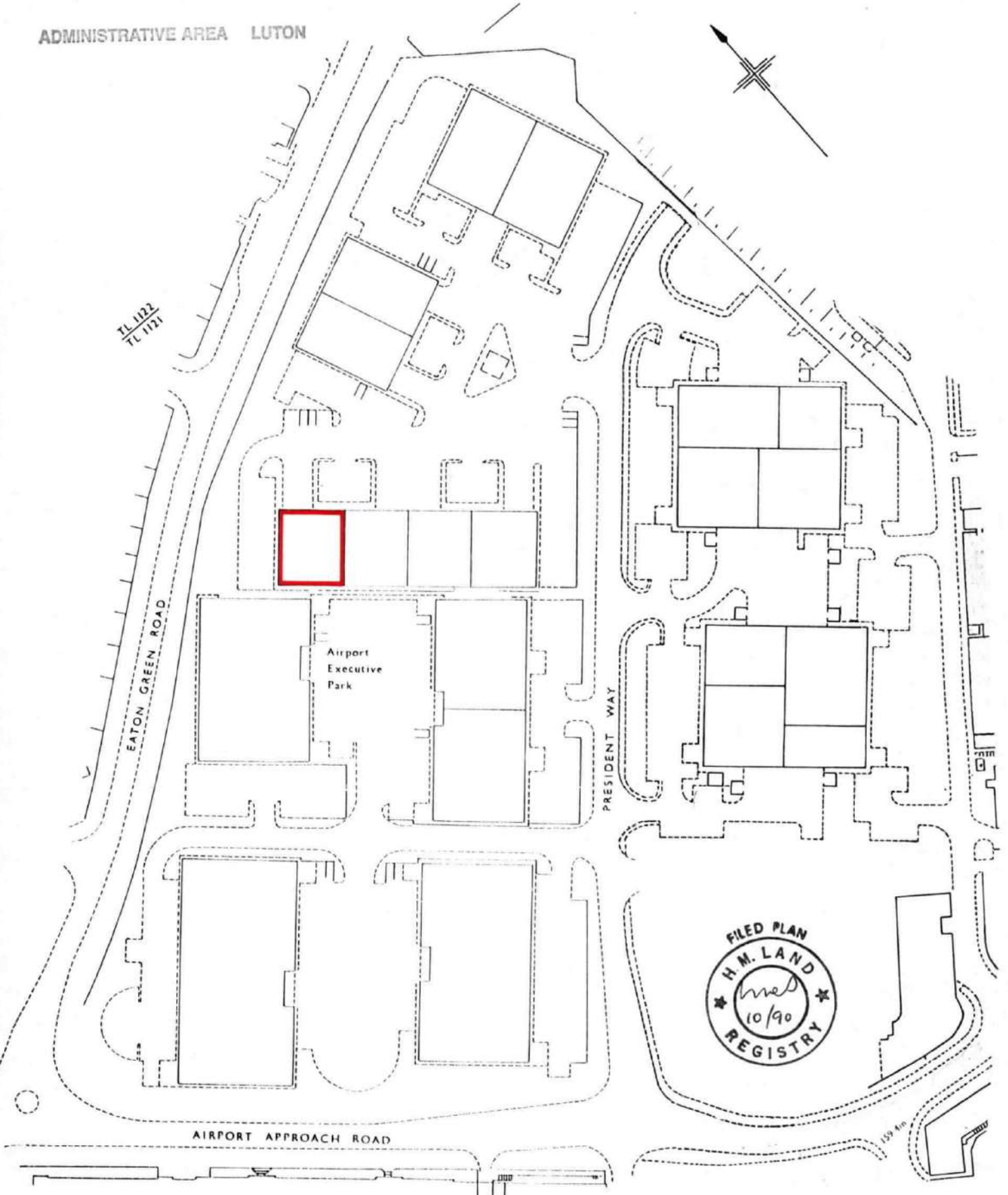
3. Not to use or occupy the Company's land or cause or permit or suffer the Company's land to be used or occupied or any purpose or operation that physically and adversely interferes with the proper operation of Luton International Airport (including any interference with radio and television communications and equipment and all other similar equipment used in the operation of the said Airport)

4. Not to carry out or cause or permit or suffer to be carried out any development (within the meaning of the Town and County Planning Act 1971 but not including development for which planning permission is granted by a development order under Section 24 of the Town and Country Planning Act 1971) on the Company's land for which planning permission has not been granted by the Council as district planning authority or on appeal by the Secretary of State"

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		BD154446	
ORDNANCE SURVEY PLAN REFERENCE	TL 1121	SECTION C	Scale 1/1250
COUNTY BEDFORDSHIRE		DISTRICT LUTON	
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ADMINISTRATIVE AREA LUTON





Official copy of register of title

Title number BD154447

Edition date 20.07.2009

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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.

LUTON

- 1 (04.07.1990) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Unit C Airport Executive Park, President Way, Luton.

NOTE: The airspace above and below the eaves and the soil and pathways below the eaves are not included in the title.

- 2 (04.07.1990) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 16 February 1990
 Term : 25 years from 25 December 1989
 Rent : As therein mentioned
 Parties : (1) Britel Fund Trustees Limited
 (2) Fernau Avionics Limited

NOTE: The matters referred to in the Register of Title Number BD137818 mentioned in the Lease are set out in the Register so far as they affect

- 3 (04.07.1990) 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 (17.05.2007) 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 (04.07.1990) PROPRIETOR: FERNAU AVIONICS LIMITED (Co. Regn. No. 989895) of Holywell Hill, St Albans, Herts., AL1 1HS.

C: Charges Register

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

- 1 A Conveyance of the freehold estate in the land in this title and other land dated 30 September 1957 made between (1) The Mayor Alderman and Burgesses of the Borough of Luton (Corporation) and (2) Hunting Percival Aircraft Limited (Purchaser) contains covenants details of which are set out in the Schedule hereto.

By a Deed dated 14 April 1966 made between (1) The Mayor Alderman and Burgesses of the County Borough of Luton (Corporation) and (2) British Aircraft Corporation ("H") Nominees) the said covenants were expressed to be varied. Details of the terms of variation are set out in the Schedule hereto.

By a Deed dated 27 November 1985 made between (1) The Council of the Borough of Luton (2) John Finlan PLC and (3) National Westminster Bank PLC the said covenants as varied were expressed to be released. The said Deed also contains covenants details of which are set out in the Schedule hereto.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 30 September 1957 referred to in the Charges Register:-

"THE Purchaser to the intent that this covenant may so far as possible bind all persons who now are or shall hereafter become entitled to any estate or interest in the land hereby conveyed or any part thereof but not so as to render the Purchaser liable in damages or otherwise for any breach of covenant committed after it shall have parted with all interest in the premises in respect of which such breach shall occur hereby COVENANTS with the Corporation to the intent that this covenant shall be for the benefit of the land of the Corporation adjoining the land hereby conveyed

(a) not whilst the adjoining or neighbouring land of the Corporation continues to be used as an airport without the previous consent in writing of the Corporation (which shall not be unreasonably withheld) to use the property hereby conveyed for any other purpose than

(i) as a factory for the manufacture and assembly and repair of aircraft (which expression shall include rockets projectiles and other similar pilotless aeronautical devices) aircraft components and accessories or for such other business as may be conveniently carried on in conjunction therewith

(ii) as a store for petrol and oil and all other fuels and lubricants of such a quantity as may be reasonably necessary for the purpose of the aforesaid business and for the testing of aircraft made assembled or repaired by the Purchaser or for any aircraft calling at the property hereby conveyed in connection with the said business but so that no petrol oil or other fuels or lubricants shall be sold or supplied at or from the property hereby conveyed for any other purposes

(iii) for the teaching and training as pilots mechanics or other members of crews of aircraft any persons who are either employed in or about the said factory or are the owners or prospective owners or their servants of aircraft manufactured or assembled or repairing by the Purchaser or the predecessors the makers of Percival Aircraft or have

Schedule of restrictive covenants continued

agreed to purchase (or are negotiating for the purpose of) machines which have been manufactured or assembled or repairing by the Purchaser.

(b) Faithfully to observe and comply with all regulations and requirements of the Factory Acts and of any statutory modifications thereof or additions thereto for the time being in force so far as applicable and of the Ministry of Transport and Civil Aviation relating to or affecting the use of the said Factory or the use in connection with the said factory of the adjoining Airport.

(c) To provide and install such apparatus as shall from time to time be reasonably necessary for the elimination or reduction of noise and to avoid causing or creating a nuisance (by noise or of any other kind) to the owners tenants or occupiers of surrounding or adjoining land in the carrying on of the Purchaser's business as referred to in sub-clause (a) hereof

(d) Not to sell or supply (or permit to be sold or supplied) on or from the property hereby conveyed any alcoholic liquor except for the consumption on the said property by the Purchaser's servants employees or persons visiting the property in connection with the business of the Purchaser.

2 The following are details of the terms of the variation of covenants contained in the Deed dated 14 April 1966 referred to in the Charges Register:-

"THE covenant contained in sub-clause (a) of Clause 3 of the Conveyance of 1957 shall from the date of this deed cease to have effect and the following sub-clause shall be deemed to be substituted therefor and to have effect accordingly:-

(a) Not whilst the adjoining or neighbouring land of the Corporation continues to be used as an airport without the previous consent in writing of the Corporation (which shall not be unreasonably withheld) to use the property hereby conveyed otherwise than for any purpose whatsoever directly or indirectly connected with the business of manufacturing and repairing motor vehicles

2. THE covenant contained in sub-clause (d) of Clause 3 of the Conveyance of 1957 shall be modified to the extent that the word "Purchaser" therein shall be deemed to include the Company and its successors in title.

3 The following are details of the covenants contained in the Deed dated 27 November 1985 referred to in the Charges Register:-

"For the benefit of the Council's land the Company hereby covenants with the Council for itself and its successors in title to observe the restrictions contained in the Second Schedule hereto

THE SECOND SCHEDULE

1. Subject to Clause 2 below not without the prior written consent of the Council such consent not to be unreasonably withheld to use or occupy or cause or permit or suffer to be used or occupied the Company's land for any purpose whatsoever other than a use within any of the descriptions contained in Classes II III IV and X in the Schedule to the Town and County Plann (use Classes) Order 1972 (a copy of which is annexed hereto)

2. Not without the prior consent of the Council such consent not to be unreasonably withheld to use or occupy or cause or permit or suffer to be used or occupied the Company's land for a use within the description contained in Class X in the Schedule to the Town and County Planning (use Classes) Order 1972 except where such use is ancillary to any other use of the said land not hereby restricted or is related to the said Luton International Airport and not without the previous consent in writing to the Council such consent not to be unreasonably withheld to use or occupy or cause or permit or suffer to be used or occupied more than 30% of any buildings or other development on the Company's land for such Class X use

Schedule of restrictive covenants continued

3. Not to use or occupy the Company's land or cause or permit or suffer the Company's land to be used or occupied or any purpose or operation that physically and adversely interferes with the proper operation of Luton International Airport (including any interference with radio and television communications and equipment and all other similar equipment used in the operation of the said Airport)

4. Not to carry out or cause or permit or suffer to be carried out any development (within the meaning of the Town and County Planning Act 1971 but not including development for which planning permission is granted by a development order under Section 24 of the Town and Country Planning Act 1971) on the Company's land for which planning permission has not been granted by the Council as district planning authority or on appeal by the Secretary of State"

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		BD154447	
ORDNANCE SURVEY PLAN REFERENCE	TL 1121	SECTION C	Scale 1/1250
COUNTY BEDFORDSHIRE		DISTRICT LUTON	
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ADMINISTRATIVE AREA LUTON

TL 1122
TL 1121

EATON GREEN ROAD

Airport
Executive
Park

PRESIDENT WAY

AIRPORT APPROACH ROAD



Solar PV Reactive Maintenance

Moog / Wolverhampton / 26 Aug 2025

Complete

Flagged items	3	Actions	0
Client	Moog		
Site	Wolverhampton		
Location	Valiant Way South Staffordshire England WV9 United Kingdom (52.63086312693157, -2.139365946074746)		
Site contact	[REDACTED]		
Site Role	[REDACTED]		
Conducted on	26.08.2025 15:18 BST		
Prepared by	[REDACTED]		

Flagged items

3 flagged

Work Carried Out / Remedial Actions / Remedial Actions 1

Have you resolved the issue while on site?

Further works required

Work Carried Out / Remedial Actions / Remedial Actions 1

Is the system able to be reenergised in its current state?

No

Summary

Has the system been reenergised after completed works ?

No

RAMS	
Are there any issues that prevent parts of the work being carried out?	No
Are you in possession of the site/task specific RAMS?	Yes
Is there any specialist access equipment that's required?	No

Details of Work

Where is the issue?

Where is the issue? 1

What equipment has an issue?

Electrical

What's the problem?

Other

Brief Description

Protesters have been on the roof damaged 95% of the solar panels, cut all the man safe cabling around the perimeter of the roof, smashed windows and cut holes in the roof to gain access. All DC cabling seems to be in place and untouched.

Pictures



Photo 1



Photo 2



Photo 3

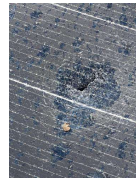


Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17



Photo 18



Photo 19



Photo 20



Photo 21



Photo 22

FOR ROOF MOUNTS ONLY: Has all roof mounted cable containment been made secure, by use of stainless steel cable ties or other mechanical fixing methods?

N/A

Work Carried Out	2 flagged
Remedial Actions	2 flagged
Remedial Actions 1	2 flagged
Have you resolved the issue while on site?	Further works required
Brief description of works carried out so far.	
Made system safe by isolating both AC and DC supplies, and test for voltages on the roof	
What is required to fix the issue?	
	Parts Labour
Parts list	
Replacement panels	
How many operatives are required?	5
Estimated time needed to carry out works (hours)	100
Is the system able to be reenergised in its current state?	No

Summary		1 flagged
Are there any other issues on site?	No	
Has the system been reenergised after completed works ?	No	
What is required for the system to be reenergised?	Replacement panels	
Time finished	26.08.2025 17:23 BST	
Work carried out by	[REDACTED]	

Media summary



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17



Photo 18



Photo 19



Photo 20



Photo 21



Photo 22



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Four charged over aircraft factory break-in



Four people have been charged after a break-in at Moog's site near Wolverhampton

28 August 2025

Four people have been charged with criminal damage over a break-in at an industrial unit in Staffordshire.

Iain Evans, 32, of West Yorkshire, Bea Sherman, 22, of West Sussex, Hana Yun Stevens, 23, of London, and Hisham Alkhamesi, 22, of Leicestershire, have been accused of criminal damage to property valued over £5,000 and conspiracy to destroy or damage property of an unknown value.

It relates to an incident at aircraft firm Moog's site on Valiant Way in Pendeford, near Wolverhampton, at about 04:00 BST on Tuesday.

Social media posts at the time said it was carried out by a group described as "Palestinian Martyrs for Justice".

The posts on X claimed Moog were supplying Israel-based firm Elbit Systems with military aircraft parts "used to train Israeli pilots to fly F-16 and F-35 fighter jets".

The four were due to appear at North Staffordshire Justice Centre on Thursday, Staffordshire Police said.

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Four arrested over industrial unit criminal damage

6 days ago

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Protesters arrested after breaking into factory over claims it makes parts used in Gaza attacks

CENTRAL

WOLVERHAMPTON

PROTESTS

POLITICS

🕒 Tuesday 26 August 2025 at 6:15pm

**Lee Comley**

Reporter/Presenter, ITV News Central



- **ITV Central's Lee Comley reports on the group of activists who smashed through security gates at Moog Aircraft Group's factory in Wolverhampton**

Just before 4am, protesters slammed through security gates at Moog Aircraft Group's factory on Valiant Way in **Wolverhampton**, before releasing a smoke flare, and then making their way on to the roof.

Each step was documented and shared on social media.

The four activists say they're from a group called 'Palestinian Martyrs for Justice'. They wore T-shirts

A surgeon named Adnan al-Bursch, who was 50. Hossam Shabat, a journalist aged 23. Academic Refaat Alareer, who was 44, and 17-year-old Raghd al-Jabri, who was killed with her mother and siblings.

The group was targeting the Moog factory because it claims that parts made there go into aircraft used by Israeli forces to train pilots to fly F-35 and F-16 fighter jets. These aircraft are said to be used to bomb targets in Gaza.

Later in the morning, police had made their way onto the roof and arrested those involved, with people in climbing gear making their way up to retrieve the protesters' tents and tools they'd used to break through skylights.



Israel claims Hamas was target in Gaza hospital attack



Journalists among 20 people killed in Israeli strikes on Gaza hospital

The factory was heavily secured during the morning, with a cordon in place around it until midday. I spoke to one local protester who'd come to support those who'd climbed the roof. Arif told me he was waving his Palestinian flag because "People can relate to this flag, they know what's going on".

Police have arrested four people on suspicion of criminal damage offences, saying significant damage was caused to skylights and solar panels. By early afternoon, security had lessened, and the factory was back working again, just hours after the group had broken through the security gates.

We contacted Moog for comment on both the actions of the protesters and the claims made in their social media videos, but have not yet received a response.

We did, however, receive a response from the Government: "As set out to Parliament last September, we have suspended licences for exports of military equipment to the IDF that might be used in military operations in Gaza, based on our assessment that these could be used to commit or facilitate serious violations of International Humanitarian Law.

"We have not suspended all export licences for military equipment, as some are not for use by the IDF in Gaza, including items such as trainer aircraft and components for missile defence systems, and parts for military systems that are re-exported to other countries, including NATO allies."

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Damage Report with Photos

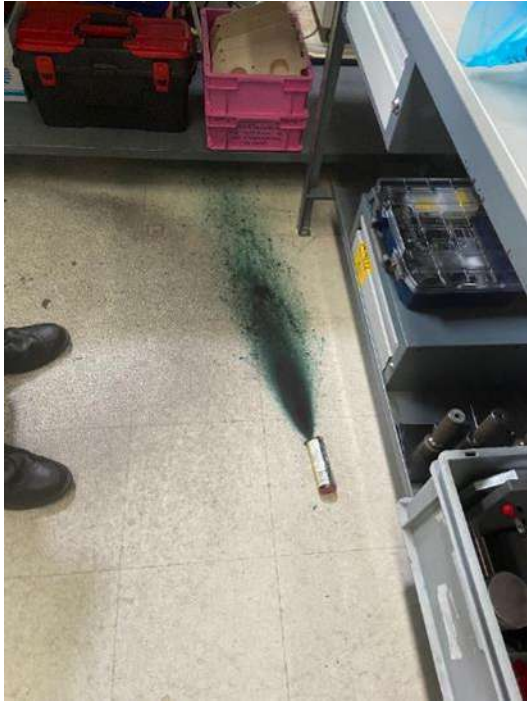
Solar panel damage – please refer to Centrica report



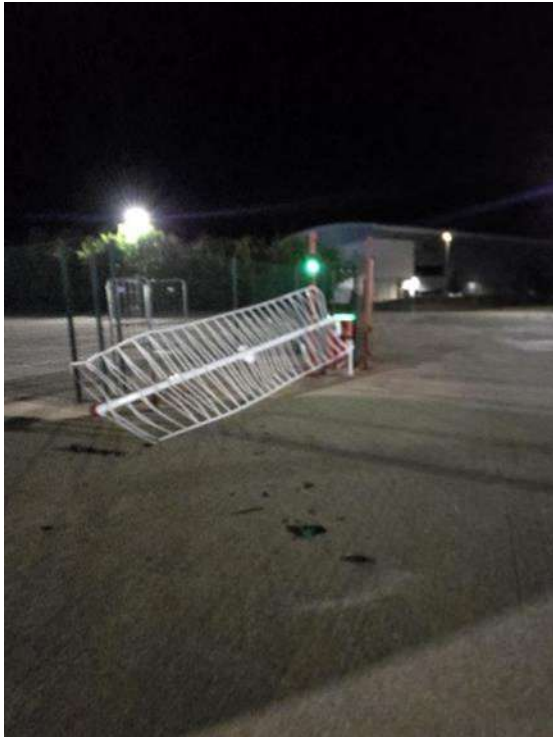
Cat ladder plates lock and plates cut off



Flare Damage



ANPR barrier

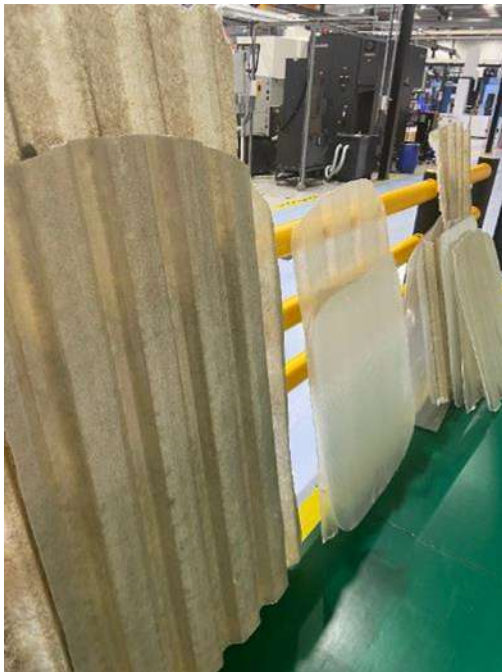


Logistics Gate (photos taken after gate made safe/secure)





Roof Panel Debris / Holes













First Floor Windows from Pump House to Operations





Office Skylights / Atrium Windows







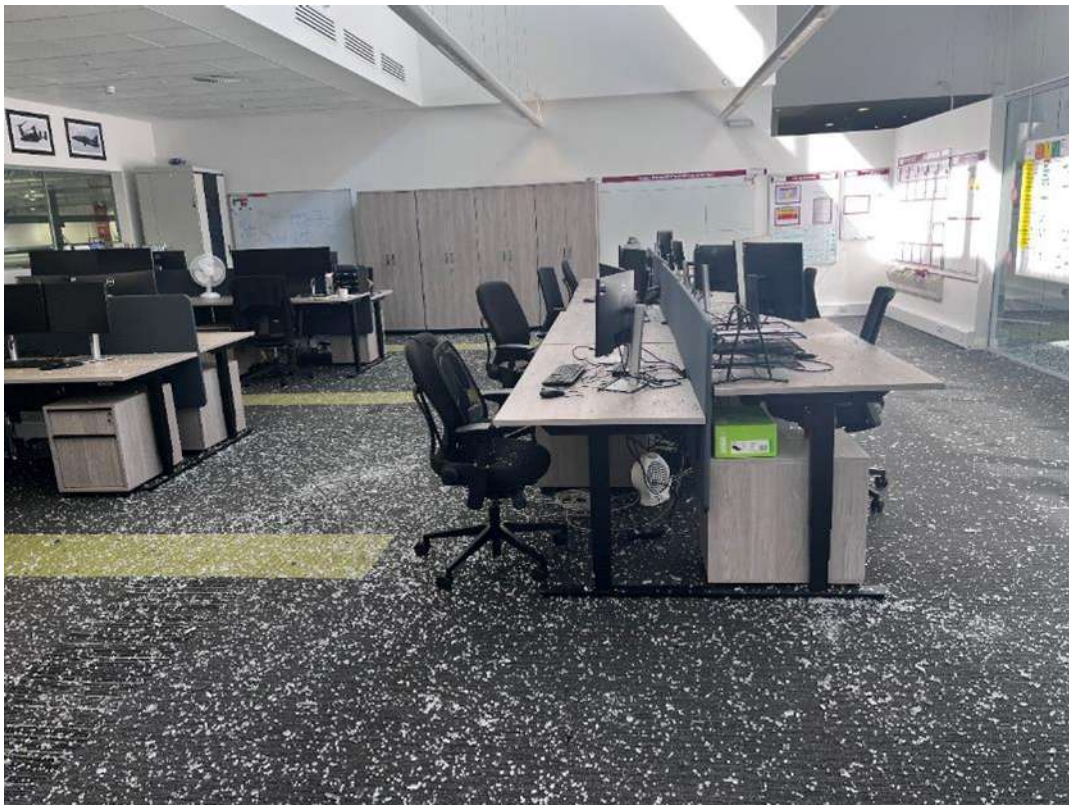








Carpet and Chairs will require replacement due to shards of glass

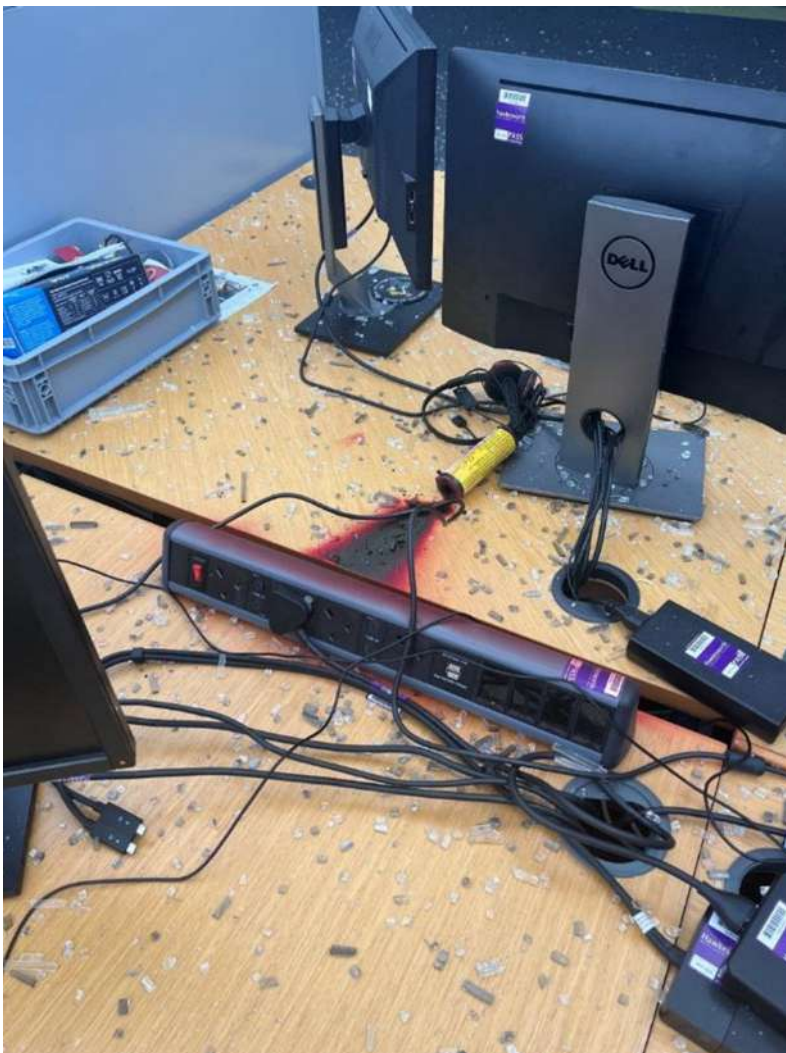




Broken printer



Flare damage to desk



External Damage Summary

11 low level pump house roof – first floor – glass windows broken

50 atrium glass – double glazed - broken

Initial identified roof damage with holes cut open (now at 15 identified):

- 2 holes test
- 2 holes assembly
- 3 holes treatments
- 1 hole v22
- 2 hole v23
- 1 hole FLRA
- 2 hole V20

Bay 2 of Roof

- 1 cut pipe vent right hand side of building
- 1 hole right hand side in skylight
- 1 hole skylight left half of building
- Cut safety line LHS
- 2 holes left hand side of building front of bay skylights

Bay 3 of Roof

- Safety rope LHS
- 1 hole LHS front of bay
- 1 damaged large circular vent rear of bay LHS
- 1 damaged large stack vent rear of bay LHS
- 1 damaged whole skylight unit LHS close to middle glass mezz hut
- 1 hole front of bay RHS
- 1 hole middle of bay skylight RHS
- 2 damaged vents rear of bay RHS

BAY 4 of roof

- 1 very large AHU vent RHS seems damaged. Requires inspection
- 1 damaged skylight and covering mesh, back of bay RHS
- 2 holes skylight rear RHS skylight
- 1 hole RHS skylight middle of bay
- 1 fan missing flapper valve cover
- 1 hole RHS close to mezz hut skylights
- 2 damaged vents RHS close to mezz hut
- Hammer damage to skylights middle of bay front
- 2 Damaged vents LHS front of bay

Post Event Offices Damage Review:

Engineering Office

4 out of 51 skylight unit destroyed

4 Desks with evidence of water damage/ingress and damage from falling glass

5 Office chairs with evidence of water damage/ingress and contamination from glass and glass dust

4 Monitors with evidence of water ingress and contamination from glass and glass dust

Various pieces of power and IT equipment with superficial damage to case and evidence of water ingress and contamination from glass and glass dust.

Carpet still wet in places whole area contaminated with glass and glass dust

4 +1 dropped ceiling tiles

6 +3 ceiling tiles with evidence of water damage/ingress

Global Support Office

20 out of 20 window unit destroyed

4 Desks with evidence of water damage/ingress and damage from falling glass

12 Office chairs with evidence of water damage/ingress and contamination from glass and glass dust

31 Monitors with evidence of water ingress and contamination from glass and glass dust

Various pieces of power and IT equipment with superficial damage to case and evidence of water ingress and contamination from glass and glass dust.

Carpet still wet in places whole area contaminated with glass and glass dust

18 out of 27 strip light fixtures damaged by falling debris and or water ingress.

Production Mezzanine

20 out of 20 window unit destroyed

34 Desks with evidence of water damage/ingress and damage from falling glass

2 Desks with evidence of burn damage from flare (red)

34 Office chairs with evidence of water damage/ingress and contamination from glass and glass dust

29 Monitors with evidence of water ingress and contamination from glass and glass dust

5 Monitors with evidence of contamination from glass and glass dust

Various pieces of power and IT equipment with superficial damage to case and evidence of water ingress and contamination from glass and glass dust.

Photocopier with evidence of damage from falling debris

Carpet still wet in places whole area contaminated with glass and glass dust

18 out of 36 strip light fixtures damaged by falling debris and or water ingress.



Another group has sprung up to fill Palestine Action's shoes

by The Canary — 26 August 2025 in Trending Reading Time: 3 mins read

50216AA1

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9617.4k

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Another non-violent direct action has stepped up to fill Palestine Action's shoes and target companies complicit in [Israel's](#) genocide. From 4am on Tuesday 26 August, Palestinian Martyrs for Justice took aim at [Moog Aircraft Group](#) in Wolverhampton.

Palestinian Martyrs for Justice: new group takes action

Members of the new group, each wearing a T-shirt featuring the face of a Palestinian martyr, crashed a vehicle through two entrance gates to the Moog facility:



From: jmcevoy2 <jmcevoy2@protonmail.com>

Sent: 01 July 2025 2:51 PM

To: AG.GBWO1.Reception <[REDACTED]>; MCL, Reception <[REDACTED]>

Subject: [EXTERNAL] Media request - Declassified UK - Deadline 5pm tomorrow

Dear Moog,

I'm an investigative journalist working with Declassified UK. We're preparing an article about Moog's supply of aircraft components to Israel since December 2024 based on shipping documents that we have obtained.

The article makes the following points:

- Moog's site in Wolverhampton has sent at least nine shipments to Israel since December 2024;
- The shipping dates are as follows: 5, 6, 6, 9, 11, 13, 13 December 2024; 5, 5 June 2025.
- The items were delivered to Elbit Systems' Lavi site in Hatzerim airbase, Israel;
- The components were for the M-346 Lavi trainer aircraft, which is used to train Israeli air force pilots to use fighter jets including the F-35 and F-16;
- The total value of the nine shipments may be in excess of £1mn;
- Moog designed the complete Primary Flight Control Actuation System for the M-346 Lavi and is the original equipment manufacturer supplier for production aircraft;
- Moog also provides "sustainment services" for the M-346's Aileron/Rudder Actuator, Horizontal Tail Actuator, Aileron/Rudder Control Module, Airbrake Servovalve, and Noise Wheel Steering Servovalve;
- In addition, Moog contributes to the global F-35 programme, as noted in the company's annual reports for 2021, 2022, 2023, and 2024.

As responsible journalists, we would like to offer Moog the opportunity to reply to the above points in the article.

Our deadline is 5pm tomorrow, 2 July 2025.

Kind regards,

John McEvoy

<https://www.declassifieduk.org/>

Sent with [Proton Mail](#) secure email.

INVESTIGATIONS :

ISRAELI FIGHTER PILOTS TRAINING WITH UK EQUIPMENT

Exclusive: The UK government suspended fighter jet exports to Israel but still allows the sale of parts which help Israeli pilots learn to fly F-35s and F-16s.

JOHN MCEVOY

10 JULY 2025



Cadets parade with an M-346 Lavi. (Photo: Yagil Henkin / Alamy)

INVESTIGATIONS :

Wolverhampton named Moog has sent at least ten shipments to Israel's Hatzerim airbase since December.

The shipments were addressed to a site within the airbase known as Lavi, which appears to refer to a model of plane named after the Hebrew word for a young lion.

The M-346 Lavi is a high-performance aircraft designed to train Israeli pilots to fly advanced fighter jets including the F-16 and **F-35**.

Last year, Israeli forces **used** F-16 fighter jets to bomb a residential compound in Gaza housing UK charity Medical Aid for Palestinians, injuring four British doctors.

F-35s have also been used to commit war crimes in Gaza, including an airstrike on a designated safe zone which killed 90 people. They were **deployed** during Israel's recent airstrikes on **Iran**.

Moog **designed** the flight control system for the M-346 Lavi, and provides maintenance services for the aircraft.

The shipping documents reveal how Britain continues to support Israel's fighter jet programme even after the Labour government introduced restrictions on arms sales last September.

The restrictions did not include components for "trainer aircraft", meaning the UK government has attempted to create a distinction between exports for Israel's fighter jets and supplies which help pilots to fly them.

Campaign Against Arms Trade (CAAT) spokesperson Emily Apple told *Declassified*: "This is a disgusting level of

INVESTIGATIONS :

Jeremy Corbyn MP also responded to the revelation, saying: “Last week, the government blocked my Gaza (Independent Public Inquiry) Bill in Parliament. We know why: the government does not want the public to know the full scale of its complicity in one of the greatest crimes of our time”.

RELATED



WHAT IS THE F-35 FIGHTER JET ISRAEL USES TO BOMB...

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M-346 Lavi

Israel's first M-346 Lavi was delivered in 2014, with an additional 29 arriving over the following two years. They are hosted at Hatzerim airbase near Be'er Sheva.

Promotional **content** shows how the jet not only trains pilots to fly, but also helps them master combat techniques. It is equipped with a “digital avionics system” which is modelled on advanced military aircraft such as the F-16, F-22 and F-35.

Its cockpit includes a head-up display which is common in fighter jets, and the aircraft can be armed with practice air-to-ground bombs and a gun pod for live fire training.

INVESTIGATIONS:

fighter, so you save a lot of hours”.

By 2022, the Israeli air force had **racked** up 50,000 flight hours with the M-346, making it the largest user of the jet in the world.

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UK EXPORTED PARTS FOR ISRAELI AIR FORCE AFTER SUSPENDING ARMS...

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Moog

Moog has sent at least ten shipments to Hatzerim airbase since December 2024, the shipping documents show. Three of those shipments occurred last month.

The delivery address corresponds to the airbase's Lavi site, which is operated by **Elbit Systems**, Israel's largest arms firm. Elbit **helps** to manage the supply, maintenance, and overhaul of spare parts for the M-346.

Declassified and *The Ditch* estimate that the total value of the shipments could be over £1m.

INVESTIGATIONS :

annual report for 2024 **observes**.

Previous annual reports note how Moog “provides actuators, power drive electronics, control electronics and software” for the F-35 fighter jet.

Moog Wolverhampton was on the most recent list of UK-based companies which have received arms export licences for the international F-35 programme.

Last month, the High Court in London ruled that the government could continue to export F-35 parts to Israel provided they went via a third country.

Emily Apple from CAAT said Britain’s supplies for Israeli trainer jets “makes a mockery out of the government’s already outrageous argument that the only reason it is continuing to supply F-35 spare parts is due to the threat of national security”.

She added: “It couldn’t be clearer that this government doesn’t care about international law. It doesn’t care that Israel is committing genocide, and it doesn’t care about Palestinian lives.

“All this government cares about is safeguarding arms dealers’ profits, and it is down to all of us to hold them accountable for these horrific, immoral and illegal deals”.

Declassified has previously **revealed** that the UK has shipped parts to Israel for another model of trainer aircraft used by its military.

TAGGED: Israel Palestine

INVESTIGATIONS :

John McEvoy is Chief Reporter for Declassified UK. John is an historian and filmmaker whose work focuses on British foreign policy and Latin America. His PhD was on Britain's Secret Wars in Colombia between 1948 and 2009, and he is currently working on a documentary about Britain's role in the rise of Augusto Pinochet.

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Image: Warwick Stands With Palestine

Opinion: Warwick Stands With Palestine: Who We Are (<https://theboar.org/2024/04/opinion-warwick-stands-with-palestine-who-we-are/>)

By **Warwick
Stands With
Palestine**

(<https://theboar.org/author/warwickstandswithpalestine/>)

Apr. 27, 2024

(<https://theboar.org/author/warwickstandswithpalestine/>)

Posted in

(<https://theboar.org/author/warwickstandswithpalestine/>) **Opinion**

(<https://theboar.org/opinion/>)

This article is the opinion of another organisation and is not affiliated with The Boar

Warwick Stands With Palestine is a cross-campus coalition of student and staff organisations that see Palestinian liberation as a cause central to the struggle against exploitation and oppression. Drawing on a long history of anti-war and anti-apartheid organising on campus, our coalition calls on Warwick University to

divest from all companies and institutions facilitating the genocidal Israeli regime, and support our fights for the liberation of all people.

As we now enter the seventh month of the US-UK-Israeli genocide on the people of Gaza, there has been no end to the barbarity and criminality perpetrated by the occupation. Israel has relentlessly bombed and besieged schools, hospitals, homes, and aid distribution centres, all whilst cutting off access to food, water, electricity, fuel, and medicine for over two million people, half of whom are children. Bodies of shackled medical workers still in their scrubs recovered from mass graves on the grounds of Al-Shifa (<https://news.un.org/en/story/2024/04/1148876>) and Nasser (<https://www.aljazeera.com/news/2024/4/21/nearly-200-bodies-found-in-mass-grave-at-hospital-in-gazas-khan-younis>) hospitals have been among the over 34,000 murdered Palestinians in Gaza. More than 8,000 remain trapped under the rubble, with Israel's weaponisation (<https://www.hrw.org/news/2024/04/09/gaza-israels-imposed-starvation-deadly-children>) of famine already having taken the lives of dozens of children in the North, starvation and dehydration threatening thousands more.

What these crimes represent is but another chapter in 76 years of ethnic cleansing, dispossession, and brutality practised by the Israeli regime against the people of Palestine, with full backing from Western governments and institutions like Warwick University.

Founded in October 2023, WSWP is united first and foremost by the material needs of Gaza at this critical juncture, and we rise up to defend Palestinian life, land, and liberation struggle despite attempts to silence our voices. We will remain restless in our resolve until Warwick divests from Israeli genocide; and until Palestine is free, from the River to the Sea.

Our Values

We believe in liberation for all: from Kashmir to Palestine, from the Philippines to Mexico, from Grenfell to Eelam, from Yemen to Sudan and Congo, the liberation of all colonised people are interconnected.

We understand that the fight against Zionism and imperialism is bound up with the liberation of all oppressed people; none of us are free until we are all free. Violent histories of Western colonisation, imperialism, and white supremacy together produce the forms of Islamophobia, antisemitism, and racism with which live and struggle against today. We reject the conflation of Zionism with Judaism and its erasure of Jewish members within our bloc, long standing partners in the movement for Palestinian liberation.

We believe only collective liberation will keep us safe. The police, prisons, campus security, borders, imperialism and profit over people will not. Recent years have seen the University reorganised into a business that puts return on investment above the needs and desires of its students and staff. Students leave university more indebted and overworked than ever, whilst the erosion of pay and conditions amongst staff creates a casualised, precarious and overstretched workforce. As state-managed economic decline disciplines droves of young people into job precarity and debt, we understand that only by organising together for a better world will we truly create safety for all.

We are committed to creating a safe space to dismantle all interlinked structures of oppression by engaging in relationship building and solidarity. As members in the coalition, we rely on each other to carry the movement forward, for we are all embodiments of liberation, however varied our lived experiences and political positions.

Warwick University: Partner in Colonial Genocide

We attend a university situated at the beating heart of empire, a university deeply integrated into the war machine whose bombs and weapons we export to violent regimes all over the world. Over the last 6 months, we have witnessed the University yield before the interests of militarism, imperialism, and the Zionist lobby. But we recognise that Warwick's failure to condemn the genocidal Israeli regime and cut its ties reveals not a departure from the progressive "values" it preaches but the intended result of its placing of profit over people.

Warwick University cannot and will not liberate us as long as their material interests are rooted in the lucrative business that is the oppression of the global masses.

Student Resistance

That said, as a national and global bloc students have always been at the forefront of struggles against apartheid, police brutality, climate breakdown, and global imperialism. At "[Red](https://theboar.org/2016/02/red-warwick-a-hidden-history/) (<https://theboar.org/2016/02/red-warwick-a-hidden-history/>)."

Warwick, students led charges for the institution to [divest](https://blogs.warwick.ac.uk/dennisleech/entry/warwicks_sanctions_against/) (https://blogs.warwick.ac.uk/dennisleech/entry/warwicks_sanctions_against/) from Apartheid South Africa's largest financier, Barclays Bank; whilst today, students at campuses all across the United States are rising up with "[Gaza Solidarity Encampments](https://www.columbiaspectator.com/news/2024/04/17/dozens-of-protesters-occupy-south-lawn-call-for-divestment-from-israel-ahead-of-shafik-testimony/)" (<https://www.columbiaspectator.com/news/2024/04/17/dozens-of-protesters-occupy-south-lawn-call-for-divestment-from-israel-ahead-of-shafik-testimony/>), in spite of their brutalisation at the hands of the [NYPD](#) and [University administrators](#)

[\(https://www.columbiaspectator.com/news/2024/04/18/shafik-authorizes-nypd-to-sweep-gaza-solidarity-encampment-officers-in-riot-gear-arrest-over-100/\)](https://www.columbiaspectator.com/news/2024/04/18/shafik-authorizes-nypd-to-sweep-gaza-solidarity-encampment-officers-in-riot-gear-arrest-over-100/).

Our Vision

We see Palestine as the vanguard for collective liberation, for students and staff alike. As we witness the genocide in Palestine unfold before our eyes, it is important for us to recognise that Zionism is not a problem “over there” but rather a global phenomenon that has very real consequences in our locale. So when we call for Warwick

[\(https://theboar.org/2024/02/dangerous-liasons-warwicks-ties-to-the-arms-industry/\)](https://theboar.org/2024/02/dangerous-liasons-warwicks-ties-to-the-arms-industry/) to divest from

Israeli colonial genocide, we are too calling for a collective reimagination of campus life for when Palestine is free. Instead of spending hundreds of millions of pounds constructing a new STEM

[\(https://www.constructionenquirer.com/2023/11/29/warwick-uni-plan-for-science-and-engineering-campus/\)](https://www.constructionenquirer.com/2023/11/29/warwick-uni-plan-for-science-and-engineering-campus/)

campus, only to cement Warwick’s reputation as a research destination for militarised and imperialist interests, we should ask how that money might instead be reinvested into our communities. Instead of developing technology for Israeli bombs, jets, drones, or AI, how might that money be used to provide affordable on-campus accommodation, or food security for all? Instead of welcoming arms companies on campus for careers fairs, how might we end conditions of precarity for staff, and end the regimes of extortion and extraction manifest in our tuition fees.

By recognising the ways in which Warwick’s ties with Zionism have implications across university life, we understand that our fight for a more just campus is bound up in our fight for a free Palestine, and vice versa.

Our Demands

We demand that Warwick University,

1. **Divest** from Israeli colonial genocide. Warwick must immediately **terminate all academic and teaching partnerships** with companies facilitating Israel's genocidal war on Gaza, including Rolls-Royce, Moog, BAE Systems, and all other defence contractors on campus.
2. **Condemn** Israeli war crimes in Palestine. Warwick must call for an immediate, permanent, and unconditional ceasefire, and for a just peace that realises the full rights of the Palestinian people to be free from colonial siege and occupation.
3. **Pledge** to assist the rebuilding of Gaza's destroyed education sector, establish links with Palestinian universities, and expand scholarships for Palestinian students.
4. **Protect** the freedom of speech for Palestinian students, staff, and their allies, in protests and expressions of solidarity with the Palestinian struggle for national liberation.

Injustice everywhere threatens to overwhelm us. Our oppressors want us to feel helpless in the face of the most heinous crimes and atrocities perpetrated against the Palestinian people with impunity. But we owe it to our martyrs of hope, our political prisoners, and the millions from Gaza to Tulkarem, to continue the struggle for Palestinian liberation, which is a struggle for the liberation of all.

Signed,

Warwick Action for Palestine

Warwick Anti-Racism Society

Warwick Anti-Sexism Society

Warwick Amnesty

Warwick Student-Staff Solidarity Network

Warwick Labour Society

Warwick Arab Society

Warwick Pakistani Society

Warwick UNICEF

Warwick Pride

Global South Initiative

Taylor Swift Society

North African Society

Warwick Bass

Warwick Snow

Qulture Warwick

Warwick Riot

Warwick Kehillah

BASE Law Society

Persian Society

Bengali Society

East African Society

ahlul bayt society

Ahmadiyya Muslim Students' Association

Dubai Society

Legal Technology Society

BAR Society

Filmmaking Society

Allotment Society

Argentine Tango Society

Bad Film Society

Vegan and Veg Society

Marxist Society

WMS Pride (LGBTQ+) Network

Unison Warwick Branch

Hindu Society

Student Socialist Workers Party

Liberal Arts Society

Indian Classical Dance Society

Islamic Society

Comments (1)

Norman Thomas (<http://www.platformfilms.co.uk>) 1 year ago (<https://theboar.org/2024/04/opinion-warwick-stands-with-palestine-who-we-are/#comment-544472>) : ➡ Reply (<https://theboar.org/2024/04/opinion-warwick-stands-with-palestine-who-we-are/?replytocom=544472#respond>)

I am trying to make contact with Warwick Stands With Palestine. Platform Films is a radical film maker. We are making a documentary film about the horrific events in Gaza and the global protests which they have triggered. We wish to interview someone from Warwick Stands With Palestine urgently. Our website is <http://www.platformfilms.co.uk> (<http://www.platformfilms.co.uk>) . My phone number is 07989070843

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MAPPED: The UK companies arming Israel, including producers for the F-35 combat aircraft

Say no to the genocide profiteers on YOUR doorstep!

Last updated 20 November 2024

Welcome to CAAT's interactive map of UK companies recently involved in arming Israel, including those manufacturing components for the F35 combat aircraft.

15% of every F35 that Israel is using to bombard Gaza is made by British industry. CAAT estimates the value of the components UK industry supplies for Israeli F35s to be worth at least £360m since 2016.

In addition, many other companies have received export licences to Israel in the past few years, for other types of military equipment.

The information shown on this map, about the companies arming Israel, has been obtained through Freedom of Information (FOI) requests submitted by CAAT and others. See also the FAQs about this map and the information on it, and our recent briefing on UK arms sales to Israel.

Search for your area, find your local arms dealer, and say NO to companies profiting from genocide on YOUR doorstep!

For more information on UK arms supplies to Israel, the Israeli arms industry, and Israel's ongoing occupation and repression of the Palestinians, see our main Israel country page.

Explore details of other export licences (apart from the F-35 components) issued by the current government for arms sales to Israel, since 2015, from our UK export licences browser. This includes information on the companies holding each licence for most licences since October 2021.

Find more information about some of the companies listed on the map on our Companies Browser.

Most exports for UK-made components for the F-35, whether to the US which makes the complete planes, or to other partner or customer countries (including Israel), are covered by an Open General Export Licence (OGEL), which allows companies registered for the licence to export unlimited quantities of equipment to the relevant countries, so long as it is for the F-35, without need for individual licences. Thus, most F-35 exports do not need an individual licence, and are not covered by the export licences browser. The map displays all companies in the UK that are registered for this OGEL. These companies are shown by **red** pins on the map.

The companies holding other export licences to Israel, which are also included in the export licences browser, are shown by **blue** pins on the map.

Companies which are registered for the F-35 OGEL and which have received other export licences to Israel, are shown by blue and red **striped** pins on the map.

For more information read the FAQs about this map.

NB: While it is likely that the great majority of exports for the F-35 are conducted using this OGEL, there may be other companies that are involved but are not registered for the OGEL, instead applying for Single or Open Individual Export Licences (SIELs or OIELs) as needed. We know that there have been other export licences for F-35 components for which Israel was an authorised destination, though these may have been indirect licences via the United States or another country.

It is also not necessarily the case that all companies that are registered for the OGEL are *currently* producing and exporting components for the F-35, and at least one company, Strain Measurement Devices, claims to have stopped in 2021.

However, the fact that a company registered for the OGEL clearly implies that, at the time they had an expectation of conducting regular exports for the F-35.

Some of the other export licences to Israel held by the companies shown on this map are no longer extant. Others will have been suspended as part of the government’s decision on 2 September to suspend certain export licences to Israel for use in Gaza. The companies shown on this map have nonetheless received export licences to Israel at least since October 2021.



 Known F-35 production site	F-35 producer
 Head office	Military Export Licence Holder

Moog

×

Reset map

☒ F-35 producer

☒ Israel military export licences

Supplier of various components and digital systems in motion control and electronic solutions, including weapon systems, ammunition handling and steering control for various major missile platforms. Customers include KMW, General Dynamics, Lockheed Martin, Patria, Rheinmetall, BAE Systems.

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CAAT would not exist without its supporters. Each new supporter helps us strengthen our call for an end to the international arms trade.

Keep in touch



Neutral Citation Number: [2025] EWHC 1708 (Admin)

Case No: AC-2025-LON-002122

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION
ADMINISTRATIVE COURT

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 04/07/2025

Before :

MR JUSTICE CHAMBERLAIN

Between :

THE KING
on the application of
HUDA AMMORI

Claimant

- and -

SECRETARY OF STATE FOR THE HOME
DEPARTMENT

Defendant

**Raza Husain KC, Blinne Ní Ghrálaigh KC, Paul Luckhurst, Owen Greenhall, Audrey
Cherryl Mogan, Mira Hammad and Grant Kynaston (instructed by Birnberg Peirce
Solicitors) for the Claimant**
**Ben Watson KC, Stephen Kosmin, Andrew Deakin and Karl Laird (instructed by the
Government Legal Department) for the Defendant**

Hearing dates: 4 July 2025

Approved Judgment
(Revised Version)

Mr Justice Chamberlain:

Introduction

1. The claimant is one of the founders of Palestine Action (“PA”), which she describes as “a national network created by a number of direct action groups and activists from across the UK”. She says that PA aims:

“(i) to prevent serious violations of international law by Israel... against the Palestinian people, including war crimes, crimes against humanity, apartheid and genocide, and the aiding, abetting and facilitation thereof by others, including corporate actors; and

(ii) to expose and target property and premises connected to such crimes and violations”.
2. On 20 June 2025, two protestors linked to PA entered RAF Brize Norton and sprayed red paint on two RAF aircraft. The claimant says that the base is a departure point for flights to RAF Akrotiri in Cyprus, which she describes as “a key site of British military support for Israel’s genocide in Gaza”. A defence source was quoted in an article on the BBC website as saying that they “did not expect the incident to affect operations”.
3. On 23 June 2025, the Home Secretary made a written ministerial statement in the House of Commons. She explained that she proposed to make an order adding Palestine Action to the list of proscribed organisations under the Terrorism Act 2000 (“the 2000 Act”). In all but urgent situations, before making such an order, a draft must be laid before Parliament and approved by affirmative resolution of both Houses.
4. The proscription order was laid in draft on Monday 30 June. The draft order adds PA, together with two other organisations—the Maniacs Murder Cult and the Russian Imperial Movement—to the list of proscribed organisations. It has since been debated in and affirmed by each House (the House of Commons on 2 July and the House of Lords on 3 July). It is intended that the order will be made today (4 July) and will come into force tomorrow (5 July), subject to any interim relief the court may grant.
5. Judicial review claim documents were sent to the court late on the evening of Friday 27 June. They include an application for interim relief to restrain the Secretary of State from making the proscription order or, if made before the hearing, to suspend its effect.
6. After considering a response from the Home Secretary and a reply by the claimant over the weekend, I gave directions for a case management hearing on Monday 30 June. Following that hearing, I gave directions for an interim relief hearing today (4 July) and a separate permission hearing in the week commencing 21 July 2025.
7. The Secretary of State has indicated that she is likely to apply for a declaration under s. 6 of the Justice and Security Act 2013 (“the 2013 Act”) so that the court can consider CLOSED material at the permission hearing. There has been no time for a closed material procedure before the interim relief hearing.

Evidence

The claimant's evidence

8. In her witness statement, the claimant says this:

“3... In 2020, I co-founded Palestine Action, a direct-action protest group aimed at preventing military targets in the UK from facilitating gross abuses of international law. The aim of terrorists is to take lives and hurt people: that is the opposite of what Palestine Action is about.

...

30. Palestine Action's aim is to take direct action against Israel's arms trade in Britain. Our aims have never included, and we have never encouraged, harm to any person at all. The goal is simple: to put our bodies in the way of military machine perpetrating genocide. The main target has been stopping Elbit Systems [a defence company which is said to supply the Israeli government].

31. I am not the leader. We are a horizontal movement and everyone is the same. We have different working groups for different things and all work together. I sometimes do more of the public speaking. We encourage people to have their own ideas and take their own actions. These do involve damage to property contributing to the arms industry, but also have involved demonstrations, talks, sit ins, posters/banners and sieges. For example, supporters of Palestine Action from the local community in Leicester hold a demonstration outside an Elbit factory there weekly.”

9. The claimant predicts that, if the proscription takes effect, she will be labelled as the co-founder of a terrorist organisation and this will make her “incredibly unsafe”. Those who have taken direct action with PA, including many who have not yet completed their university degrees, are likely to lose their jobs or be unable to get one. The claimant would have to avoid travelling to the Middle East for fear of assassination. Many Palestinian supporters would be unable to go home. Proscription may have a reputational impact on the claimant's immediate family.
10. People all over the country will have to discard their PA tee-shirts, banners and badges or risk committing a terrorist offence. Hundreds who are waiting to be charged or tried after taking direct action with PA, including the claimant herself, will be unable to receive a fair trial or to speak in favour of their own actions. When they stand trial, they will be unable to receive emotional or financial support.
11. The claimant predicts that, if PA is proscribed, she will never be given a platform to speak publicly, because PA will be “ranked alongside ISIS and National Action (both being groups I detest)”. The claimant also fears that proscription may have an impact

on the release of a film called *To kill a war machine*, which was due to be screened in the UK and globally.

12. The claimant concludes:

“45. At the time I write this statement, Palestinians in Gaza are trapped in a nightmare. A population has been pushed into a tiny space, starved, killed, maimed, tormented and is at the verge of destruction. Our movement seeks to end this suffering: not through hurting people or fighting but through direct action, like many protestors before us. We are not the terrorists.”

13. The claim was filed with supporting witness statements from Anna Ost, Senior Legal Officer at the European Legal Support Centre; Sam Grant, Director of External Relations at the National Council for Civil Liberties (“Liberty”); and Sacha Deshmukh, Chief Executive Officer of Amnesty UK. This evidence shows that PA has widespread support among those supportive of Palestinian rights and claims and that the proposed proscription has given rise to serious concern on the part of some journalists, politicians and mainstream civil society groups and non-governmental organisations.
14. Further evidence was filed on 2 July from the claimant, Ms Ost and other individuals.
15. In her second witness statement, the claimant records her shock and frustration that PA is to be proscribed alongside the Maniacs Murder Cult and the Russian Imperial Movement. She points out that it has taken 5 years to build up the network that is PA and that it would be extremely difficult to rebuild it if it were de-proscribed after a period of proscription for several months. She gives details of requests under the Freedom of Information Act 2000 for documents recording contact between the Israeli government, Elbit Systems and others in the defence sector and ministers, officials and senior police officers. Details are given of public statements by a lobby group called We Believe in Israel, claiming credit for the proscription of PA, and of two letters sent by the Campaign Against Antisemitism to the Secretary of State calling for the proscription of PA, among other groups.
16. In her second witness statement, Ms Ost gives details of cases of which her organisation is aware, where those accused of association with terrorists have encountered problems at university, at work, with professional regulatory bodies and/or in relation to their immigration status.
17. The other individuals whose evidence is relied upon are Zoe Stormonth Darling (a pupil barrister), Selma Dabbagh (a British-Palestinian solicitor and novelist), Sally Rooney (a novelist), Alexei Sayle (a comedian, presenter and writer), Lydia Dagostino (a solicitor representing persons charged with offences arising out of direct action by PA), Kevin John McEvoy (a journalist), Joe Irving (a campaigner and freelance web developer), Ibrahim Takey (a protestor against Elbit UK in Leicester), Basma Ghalayini (a Palestinian Gazan office manager), Andrew Feinstein (writer, sometime politician and Executive Director of Shadow World Investigations) and Aimee Shalan (Chair of the British Palestinian Committee). It is not possible to summarise here the content of these statements, but each attests to the anticipated adverse impact of the order.

18. In her statement, Ms Dagostino outlines the potential consequences of the proscription of PA for individuals who continue to express support for it. These include arrest, deprivation of liberty, stigma and loss of employment. She also explains her concerns about the effects of proscription on persons awaiting trial for offences connected with PA direct action in the past. She points out that, if interim relief were granted, the criminal law would still supply a range of offences which would offer protection to the public until the judicial review claim were determined and that there does not seem to be a substantial case for urgency. Finally, she refers to and exhibits a statement from a panel of experts appointed by the UN Human Rights Council, which includes five UN special rapporteurs. The statement includes the following:

“While there is no binding definition of terrorism in international law, best practice international standards limit terrorism to criminal acts intended to cause death, serious personal injury or hostage taking, in order to intimidate a population or compel a government or an international organisation to do or to abstain from doing any act.”

19. Ms Dagostino also refers to a statement of intention by one prominent journalist and writer to continue to support PA even if it is proscribed. He refers to this as “our ‘I am Spartacus’ moment”.
20. The following is an extract from Sally Rooney’s witness statement:

“9. Though I am based in Ireland, my work is published in the UK. My novels regularly appear in bestseller lists and I often travel to Britain to speak in public about my work. I am and will continue to be a committed supporter of Palestine Action. If that support is criminalised, I will effectively be prevented from speaking at any future public events in the UK, since I could not in good conscience disguise or lie about my principles in public. If I continue to voice support for Palestine Action from my home in Ireland, what are the likely consequences? Will I be denounced publicly by the Prime Minister? Will bookshops go on stocking the work of an author the Home Secretary has branded a ‘terrorist’ simply for supporting a protest group?

10. The BBC has adapted two of my books for television; both series are presently promoted on the iPlayer service. Normal People, which I co-wrote and produced, was the BBC’s most-streamed series in 2020, with over 62 million views. My beliefs have not changed since the making of that series, and I have done nothing but continue to express them. If the expression of those beliefs becomes a terror offence under UK law, would the BBC continue to screen and promote my work? Is it likely that I could ever again collaborate with British public institutions like the BBC as I have done in the past?

11. The cultural effects of proscription could not be easily mended, even if the Home Secretary later changed her mind. For

any public figure to be labelled a ‘supporter of terrorism’ by the state would have serious consequences. It would likely end or severely restrict the careers of many emerging artists. ‘Terrorism’ is not a trivial word.”

The application to intervene by the UN Special Rapporteur

21. On the afternoon of 3 July, Prof. Ben Saul, the UN Special Rapporteur on the Promotion and Protection of Human Rights and Fundamental Freedoms while Countering Terrorism, filed an application for permission to intervene in the proceedings pursuant to CPR 54.17. He explained in a “preliminary witness statement” that his mandate was created specifically to address concerns over the misuse of legislation and policies to combat terrorism and the growing adverse impact on human rights and fundamental freedoms. He explained that it is his view that “treating ‘direct action’ against property interests as ‘terrorism’ seriously over-classifies the nature of the conduct, and is fundamentally contrary to best practice international standards on the nature and scope of terrorist acts”. He argues that the domestic legislation should be read consistently with this view.

22. Prof. Saul adds this:

“27. Proscription of Palestine Action would set a precedent for the proscription of other robust protest and ‘direct action’ movements hitherto regarded as unruly but never as terrorist, such as certain climate change activism. It would also be out of step with comparable liberal democracies, including in Europe and various common law States, where mere property damage has seldom been a sufficient basis for designating groups as terrorist.

28. Most responsible States globally have limited terrorism designations to extremist actors engaged in grave large scale atrocities, such as Al Qaeda or ISIL and their associates, groups involved in intense armed conflict against State authorities (e.g. Hezbollah, Hamas, PKK, LTTE and so on), or other organized campaigns of intense violence by separatist, socialist, far-right, religious or other causes. Protest movements claiming to defend human rights, that are an irritant to property rights or affect certain national security interests, but which do not engage in sustained campaigns of murder, are not typically treated as ‘terrorist’, even where they could technically come within a national terrorism definition. Definitions are frequently over-inclusive, but good judgment and restraint also need to be exercised in a democracy committed to human rights and a substantive not merely procedural conception of the rule of law.”

The Home Secretary’s reasons for proscription

23. The Home Secretary’s written ministerial statement to the House of Commons on 16 June 2025 includes the following:

“...The disgraceful attack on Brize Norton in the early hours of the morning on Friday 20 June is the latest in a long history of unacceptable criminal damage committed by Palestine Action. The UK’s defence enterprise is vital to the nation’s national security and this Government will not tolerate those who put that security at risk...

Since its inception in 2020, Palestine Action has orchestrated a nationwide campaign of direct criminal action against businesses and institutions, including key national infrastructure and defence firms that provide services and supplies to support Ukraine, NATO, Five Eyes allies and the UK defence enterprise. Its activity has increased in frequency and severity since the start of 2024 and its methods have become more aggressive, with its members demonstrating a willingness to use violence. Palestine Action has also broadened its targets from the defence industry to include financial firms, charities, universities and Government buildings. Its activities meet the threshold set out in the statutory tests established under the Terrorism Act 2000. This has been assessed through a robust, evidence-based process, by a wide range of experts from across Government, the police and the security services.

In several attacks, Palestine Action has committed acts of serious damage to property with the aim of progressing its political cause and influencing the Government. These include attacks at Thales in Glasgow in 2022; and last year at Instro Precision in Kent and Elbit Systems UK in Bristol. The seriousness of these attacks includes the extent and nature of damage caused, including to targets affecting UK national security, and the impact on innocent members of the public fleeing for safety and subjected to violence. The extent of damage across these three attacks alone, spreading the length and breadth of the UK, runs into the millions of pounds.

...

I have considered carefully the nature and scale of Palestine Action’s activity. Proscription represents a legitimate response to the threat posed by Palestine Action. The first duty of Government is to keep our country safe, which is the foundation of our plan for change.

Given significant public concern over recent activities by this group, including the incident in Brize Norton last week, and balancing the relevant considerations, I have decided to confirm this decision to proscribe to the House in advance of laying the relevant order.”

24. The draft proscription order laid on 30 June was accompanied by an Explanatory Memorandum. The part of the Memorandum which deals with PA says this:

“5.2 Palestine Action is a pro-Palestinian group with the stated aim to support Palestinian sovereignty by using direct criminal action tactics to halt the sale and export of military equipment to Israel. Since its inception in 2020, Palestine Action has orchestrated a nationwide campaign of direct criminal action against businesses and institutions, including key national infrastructure and defence firms that provide services and supplies to support Ukraine, the North Atlantic Treaty Organisation (NATO), ‘Five Eyes’ allies and the UK defence enterprise. Palestine Action has also broadened its targets from the defence industry to include financial firms, charities, universities and government buildings. Its activity has increased in frequency and severity since the start of 2024 and its methods have become more aggressive, with its members demonstrating a willingness to use violence. Its activities meet the threshold of being concerned in terrorism as set out in the Terrorism Act 2000.

5.3 The UK Government assesses that Palestine Action commits and participates in acts of terrorism. In several attacks, Palestine Action has committed acts of serious damage to property with the aim of progressing its political cause and influencing the Government. These include attacks at Thales in Glasgow in 2022, and in 2024 at Instro Precision in Kent and Elbit Systems UK in Bristol. The seriousness of these attacks includes the extent and nature of damage caused, including to targets affecting UK national security, and the impact on innocent members of the public.

5.4 Palestine Action prepares for terrorism. The organisation has provided practical advice to assist its members with conducting attacks that have resulted in serious damage to property at targets across the UK to further its cause. In late 2023, Palestine Action released the ‘The Underground Manual’ which can be accessed via its website. The guide encourages the creation of cells and provides practical guidance about how to carry out activity against private companies and government buildings on behalf of Palestine Action, including how to evade arrest. The document provides a link to a website also created by Palestine Action which contains a map of specific targets across the UK. The manual encourages members to undertake a number of operational security measures to protect the covert nature of their activity.

5.5 Palestine Action promotes and encourages terrorism. Through its media output, Palestine Action publicises and promotes its attacks involving serious property damage, as well

as celebrating the perpetrators. Palestine Action activists often record footage of their activity and Palestine Action publicises this imagery and other details on its media channels. Palestine Action encourages its followers to support the perpetrators of such attacks and to send messages of support to those who are imprisoned as a result of their activity, demonstrating a sympathetic and celebratory posture.

5.6 Since 2020, Palestine Action’s campaign has resulted in hundreds of millions of pounds worth of criminal damage and lost revenue. Members of Palestine Action have been charged with serious offences for activity carried out during attacks, including offences involving violence and weapons. Attackers caused over a million pounds worth of damage at the Thales defence factory in Glasgow in 2022. The Sheriff, in passing custodial sentences for the attacker’s violent crimes, spoke of the panic among staff who feared for their safety as pyrotechnics and smoke bombs were thrown.

5.7 Palestine Action has a considerable online presence that has enabled the organisation to galvanise popular support; recruit and train members across the UK; and raise considerable funds through online donations. Palestine Action has a footprint in all 45 policing regions in the UK.

5.8 Proscription will enable law enforcement to effectively disrupt Palestine Action. It will help undermine the convert [sic] methods that Palestine Action uses and help reduce the risk that Palestine Action radicalises people wishing to demonstrate legitimate support for the Palestinian cause into becoming members or supporters of the organisation.”

25. As to why the proscription order is being brought into force on the day after it is made, the Memorandum says this:

“11.1... any significant delay between the laying and coming into force of the Order would alert the organisation to its impending proscription and may result in pre-emptive action by the organisation’s members designed to circumvent the provisions of the Act and/or the criminal law.”

Liberty and Amnesty International

26. By a letter sent to the court on the evening of 3 July, Liberty and Amnesty International have given notice that they are also considering applying to intervene in the proceedings “if interim relief is granted”. They argue that proscription of PA is not a proportionate interference with freedom of expression and association, but are concerned that, if interim relief is not granted, there is a real risk that advocacy for the de-proscription of PA could amount to one or more offences under the 2000 Act.

Legal framework

The Terrorism Act 2000

27. Section 1(1) defines “terrorism” as

“the use or threat of action where—

(a) the action falls within subsection (2),

(b) the use or threat is designed to influence the government or an international governmental organisation or to intimidate the public or a section of the public, and

(c) the use or threat is made for the purpose of advancing a political, religious, racial or ideological cause.”

28. Section 1(2) provides that action falls within it if it:

“(a) involves serious violence against a person,

(b) involves serious damage to property,

(c) endangers a person’s life, other than that of the person committing the action,

(d) creates a serious risk to the health or safety of the public or a section of the public, or

(e) is designed seriously to interfere with or seriously to disrupt an electronic system.”

29. It may be noted that action done for the purposes set out in s. 1(1)(b) and (c) can constitute terrorism if it involves serious damage to property even if it does not involve violence against any person or endanger life or create a risk to health or safety. In this respect it may fairly be observed that the statutory concept is wider than the colloquial meaning of the term.

30. Section 3(3) gives the Secretary of State the power by order to proscribe an organisation by adding it to Schedule 2 to the Act. By s. 3(4) and (5), the power may be exercised only if the Secretary of State believes that it is “concerned in terrorism”, which means that the organisation “(a) commits or participates in acts of terrorism, (b) prepares for terrorism, (c) promotes or encourages terrorism, or (d) is otherwise concerned in terrorism”.

31. By s. 123(1) orders under the 2000 Act must be made by statutory instrument. By s. 123(4) and (5), an order under s. 3(3) may not be made unless a draft has been laid before and approved by resolution of each House of Parliament, save where the Secretary of State is of the opinion that it is necessary to proceed urgently, in which

case the instrument ceases to have effect 40 days later, unless in the intervening period it has been approved by a resolution of each House.

32. There is no express statutory requirement to consult with anyone (including the organisation concerned) before making a proscription order. Once the order has been made, however, s. 4 provides for an application to be made to the Secretary of State for an order de-proscribing it. If this is refused, s. 5 confers a right of appeal to the Proscribed Organisations Appeal Commission (“POAC”), which must allow the appeal if it considers that the decision to refuse to de-proscribe was flawed when considered in the light of the principles applicable on an application for judicial review. In that case, POAC can order the Secretary of State to lay an order removing the organisation from Schedule 2 or, in an urgent case, make an order removing it. POAC is chaired by a High Court judge. It operates a closed material procedure, but has no power to grant interim relief.
33. If the proscription order comes into force, and for as long as it remains in force, it will be an offence:
 - (a) to belong to or profess to belong to PA, subject to a defence established by the defendant proving that the organisation was not proscribed on the last (or only) occasion on which he became a member or began to profess to be a member and that he has not taken part in the activities of the organisation at any time while it was proscribed. (s. 11 of the 2000 Act);
 - (b) to invite support for PA (if the support is not restricted to the provision of money or other property within the meaning of s. 15) (s. 12(1));
 - (c) to express an opinion or belief that is supportive of PA, reckless as to whether a person to whom the expression is directed will be encouraged to support it (s. 12(1A));
 - (d) to arrange, manage or assist in arranging or managing a meeting which one knows is to support PA, to further the activities of PA or to be addressed by a person who belongs or professes to belong to PA (s. 12(2)); or
 - (e) to address a meeting with the purpose of encouraging support for PA or furthering its activities (s. 12(3)).
34. On conviction on indictment, these offences carry a maximum sentence of 14 years’ imprisonment or a fine or both (ss. 11(3)(a) and 12(6)(a)).
35. In addition, it will be an offence:
 - (a) in a public place to wear an item of clothing or wear, carry or display an article in such a way as to arouse reasonable suspicion of being a member or supporter of PA (s. 13(1)); or
 - (b) to publish an image of an item of clothing or any other article in such a way as to arouse reasonable suspicion of being a member or supporter of PA (s. 13(1A)).

36. On summary conviction, these offences carry a maximum sentence of 6 months' imprisonment or a level 5 fine or both (s. 13(3)).
37. There are further offences, punishable by up to 14 years' imprisonment, under s. 15 in relation to fund-raising for the purposes of terrorism, under s. 16 in relation to the use or possession of money or other property for the purposes of terrorism, under s. 17 in relation to arrangements to make money or property available for the purposes of terrorism (funding arrangements) and under s. 18 in relation to arrangements facilitating the retention or control of terrorist property by concealment, removal, transfer etc. (money laundering). Those offences are not limited to proscribed organisations, but s. 14 defines "terrorist property" as including any resources of a proscribed organisation and s. 1(5) provides that action "for the purposes of terrorism" includes action taken for the benefit of a proscribed organisation.
38. By s. 40, a person who has committed an offence under any of ss. 11, 23 or 15 to 18 is a "terrorist".
39. Under s. 19 it is an offence to fail to disclose any belief or suspicion that another person has committed an offence under any of ss. 15-18 if that belief or suspicion is based on information which comes to a person's attention in the course of a trade, profession, business or employment.

The availability of interim relief in principle

40. When the claim was initially sent to the court on 27 June, the claimant sought interim relief to prevent the Home Secretary from laying the draft proscription order in Parliament. This form of relief would have given rise to difficult constitutional issues, to which the Secretary of State drew attention in written submissions on 28 June and in her skeleton argument for today's hearing. I do not need to decide whether that relief would have been available, because the directions I gave on 30 June involve consideration of the application for interim relief after the order has been laid in and affirmed by a resolution of each House of Parliament.
41. At the hearing on 30 June, I raised another point. If the order were made by the Secretary of State before the end of the hearing today, would there be jurisdiction to grant interim relief suspending its legal effect? David Blundell KC for the Secretary of State submitted that there would. In their skeleton argument, the Secretary of State's counsel submitted: "The position is orthodox—if secondary legislation can be quashed by way of final relief by the court, it necessarily follows that its effect can be suspended pending the determination of an application for judicial review."
42. There is force in this reasoning. There is no doubt that the court has jurisdiction to grant final relief quashing an order made by a Minister under statutory powers, even where the order has been affirmed by each House of Parliament: see e.g. *R (Asif Javed) v Secretary of State for the Home Department* [2001] EWCA Civ 789, [2002] QB 129. Equally, if the order has not yet been made, there is no doubt that the court could grant an injunction restraining the Secretary of State from making it. It would be anomalous if the court were powerless to grant effective interim relief in circumstances where, for one reason or other, it has not been possible to get to court until after the order has been made. As a matter of principle, I agree with the Secretary of State that it should be

possible to make an order suspending the effect of the order until some future date (eg the permission hearing).

43. The most obvious way to do this would be to grant a stay. That remedy applies to decisions by Ministers as well as proceedings before courts and tribunals (*R v Secretary of State for Education, ex p. Avon County Council* [1991] 1 QB 558, 561F-562B) and can be granted even after the decision has been fully implemented (*R (H) v Ashworth Special Hospital Authority* [2002] EWCA Civ 923, [2003] 1 WLR 127, [42]-[46]). At [47] of his judgment in the *Ashworth* case, Dyson LJ said that CPR 54.10 makes the grant of permission a necessary condition for a stay. If that is the correct interpretation of CPR 54.10, it would be necessary to consider other forms of relief.
44. In a note filed on 3 July by the defendant's counsel, it was said that the Secretary of State still planned to make the order on the morning of 4 July but that, if the court were minded to grant interim relief, it could grant an interim declaration in the following form:

“It is hereby declared that the following shall have no legal effect until further order of the Court insofar as it concerns ‘Palestine Action’: the Secretary of State’s signature making the Order, specifically Articles 1(2), 2, and 3 of the Order”.
45. The claimant submitted that it was not clear that this form of relief would be proper and therefore applied on the afternoon of 3 July for a very short-term injunction restraining the Secretary of State from making the order until after the conclusion of the hearing on 4 July.
46. I decided that it was not necessary to grant the short-term interim relief sought by the claimant. As I have said, as a matter of principle, it would be anomalous if there were no way of effecting the suspension of the order. Although an interim declaration is an unusual remedy, there is no good reason why it should not be made in this situation if the court were otherwise minded to grant relief.

The test for interim relief

47. Both parties agree that *American Cyanamid Co. v Ethicon Ltd* [1975] AC 396 provides the basic framework for consideration of interim relief. It has sometimes been suggested that the basic merits threshold (“serious question to be tried”) is raised in the public law context. In *R (FTDI Holding Ltd) v Chancellor of the Duchy of Lancaster* [2025] EWHC 241 (Admin), Singh LJ and I said this:

“15. We do not consider that the appellate authorities support the proposition that a uniform, higher merits threshold applies in every public law case. Even in *R v Secretary of State for Transport ex p. Factortame (No. 2)* [1991] 1 AC 603, a case about the potential disapplication of primary legislation, Lord Goff of Chieveley was careful to say, at 674A, that ‘the discretion conferred upon the court cannot be fettered by a rule’. Rather, the importance of the public law context came in at the balance of convenience stage, when the court would accord great

weight to the public interest in the enforcement of an apparently valid law and a claimant seeking to enjoin such enforcement would have to show that his challenge was ‘prima facie so firmly based as to justify so exceptional a course being taken’.

16. This seems to us to be consistent with what was said by Lord Walker of Gestingthorpe in the Privy Council in *Belize Alliance v Department of the Environment of Belize* [2003] 1 WLR 2839, at [39]: ‘(because the range of public law cases is so wide) the court has a discretion to take the course which seems most likely to produce a just result’. Similarly, in *R (Governing Body of X) v Office of Standards in Education, Children’s Services and Skills* [2020] EWCA Civ 594, [2020] EMLR 22, Lindblom LJ (with whom Sir Geoffrey Vos MR and Henderson LJ agreed) held at [66] that there was no separate ‘threshold’ or ‘gateway’ in public law cases. Rather, ‘the underlying strength of the substantive challenge is likely to be a significant factor in the balance of considerations weighing for or against the granting of an injunction’.

17. In our judgment, this is an accurate and sufficient statement of the law as regards interim relief in public law cases. The special feature of such cases is that, other things being equal, it is likely to be in the public interest to allow a defendant public authority to enforce the law (as it understands it), or exercise powers in what it considers to be a lawful manner. The weight to be accorded to this public interest will vary from context to context, but may be considerable. In many cases, the claimant would need to point to something very compelling to outweigh it. In deciding whether a claimant has done so, the court will consider both the prima facie strength of the claim and the gravity of the consequences that would follow if interim relief were not granted. It is not possible, and would not be desirable, to lay down anything more prescriptive than that.”

48. Applying these principles, the interim relief sought here would suspend the effect of an order which the Secretary of State considers is required in the public interest and which has been affirmed by both Houses of Parliament. In those circumstances, other things being equal, there is strong reason to allow the Secretary of State to make the order in what she considers to be a lawful manner.
49. The context here increases the weight to accorded to public interest in allowing the Secretary of State to make the order. For institutional and constitutional reasons, the courts accord a wide margin of discretion to the executive when taking decisions about how to protect the public from risks associated with terrorism: *Secretary of State for the Home Department v Rehman* [2001] UKHL 47, [2003] 1 AC 153, esp. at [50] (Lord Hoffmann); *R (Begum) v. Special Immigration Appeals Commission* [2021] UKSC 7, [2021] AC 765, esp. at [70] (Lord Reed); and, most recently, *U3 v. Secretary of State for the Home Department* [2025] UKSC 19, [2025] 2 WLR 1041, [66]-[67]. The application of these principles to decisions about interim relief was considered in

Attorney General v BBC [2022] EWHC 826 (QB), [2022] 4 WLR 74, [31]-[33] and *FTDI* at [40]. In the latter case, Singh LJ and I summarised the approach as follows:

“It is the court, not the executive, which holds the scales, deciding where the balance falls between the competing public and private interests. However, where one of the interests is national security, the court must show great respect to the judgment of the executive about whether the relevant risk is made out and about the weight to be attached to it. This means that, subject to review on rationality or other public law grounds, both the existence of a risk to national security and the weight to be ascribed to it are matters for the executive. In many cases it may be difficult to find interests sufficiently weighty to outweigh the public interest in national security.”

Submissions for the claimant

50. Raza Husain KC for the claimant submitted that interim relief should be granted restraining the Secretary of State from making the order or suspending its effect until the permission hearing fixed for the week of 21 July. He submits that the claimant’s grounds raise serious issues to be tried.
51. The claimant and many others will suffer serious harm and in many cases irreparable prejudice between now and judgment if the claim is successful and relief is not granted. In particular:
 - (a) PA, a grassroots direct action network built up over five years, will be destroyed overnight. All distribution lists, social media accounts, and literature will be deleted or destroyed. Any funds or property will be immediately deemed terrorist property.
 - (b) The claimant will be unable to continue the political campaigning to which she has dedicated her life. People will not risk inviting her to meetings given the offence punishable by 14 years’ imprisonment of arranging a meeting at which a member of a proscribed organisation speaks. Other individuals linked to Palestine Action will be similarly affected.
 - (c) Insofar as individuals do breach the prohibitions to which proscription gives rise, the effects on them will be extremely severe. They face deprivation of liberty upon arrest and potentially on remand pending trial; the acute stigma of arrest and charge for a terrorism offence; and potential loss of employment due to either of these things.
 - (d) Overall, this unprecedented proposed proscription of a grassroots protest movement will have a profoundly chilling effect on freedom of speech at a time of acute public concern about the serious breaches of international law being perpetrated against Palestinians in Gaza.
52. By contrast, if interim relief is granted:
 - (a) A range of legal powers are already in place to deal with unlawful direct action by persons associated with Palestine Action. These include: the ordinary criminal law;

terrorist offences which do not depend on proscription; and civil injunctions backed by criminal sanctions (as used against groups like Just Stop Oil or Insulate Britain).

- (b) The Secretary of State has not proceeded with any urgency. Palestine Action was founded in 2020. The Home Secretary was advised as early as 13 March 2025 that the statutory tests for proscription were met, yet the decision to proscribe was announced over three months later, on 23 June 2025. Moreover, she did not use the urgent procedure under the 2000 Act, which meant a further delay of around two further weeks between the announcement of the decision to proscribe and the coming into force of any proscription order.
- (c) Against that background, the Home Secretary has not put any reasoning or evidence before the Court which demonstrates that proscription needs to be brought into force before the permission hearing in under three weeks' time (or judgment on the substantive claim thereafter). Still less has she established that this asserted need outweighs the serious prejudice which would be caused to the claimant.

Discussion

Preliminary

- 53. The proscription order will undoubtedly have severe effects on the claimant and many others. The exercise of the power in respect of a group such as PA may also have wider consequences for the way the public understands the concept of "terrorism" and for public confidence in the regime of the 2000 Act. It is not, however, the court's function to comment on the wisdom of the use of the power in this case.
- 54. My task is a narrower and more focussed one. In the light of the authorities set out at [47]-[49] above, it has two parts. These are, first, to consider whether any of the claimant's grounds of challenge raises a serious question to be tried as to whether the proscription order is unlawful. If I find that any ground does raise such a question, I must assess the strength of the case under that ground. Secondly, and in the light of that assessment, I must balance the harm that will ensue if interim relief is granted and the claim later fails against the harm if interim relief is refused and the claim later succeeds.
- 55. In striking this balance, I bear in mind that the 2000 Act confers the function of deciding when proscription is necessary in the public interest on the Secretary of State, not the court; that the judgment the Secretary of State has reached is entitled to considerable respect especially where, as here, it is made in part at least for reasons of national security; and that the order whose effect the claimant asks me to suspend is secondary legislation which has been affirmed by both Houses of Parliament.

Serious issue to be tried/strength of the claim

Identification of the grounds of challenge

- 56. The grounds of challenge set out in the Statement of Facts and Grounds (which was filed at short notice on 27 June) are expanded upon considerably in the claimant's 38-page skeleton argument, filed on 2 July. Raza Husain KC made clear that the latter contains the grounds which the claimant wishes to advance. To the extent that

amendments are required to the Statement of Facts and Grounds to incorporate the points in the skeleton argument, I grant that permission.

Alternative remedy

57. Ben Watson KC for the defendant makes a general point which is potentially relevant to all the claimant's grounds of challenge. He submits that judicial review is inappropriate because an application for de-proscription and an appeal from any refusal together constitute an alternative remedy. In this respect he relies on the decision of Richards J in *R (Kurdistan Workers' Party) v Secretary of State for the Home Department* [2002] EWHC 644 (Admin).
58. In my judgment, while the reasoning *Kurdistan Workers' Party* case provides support for Mr Watson's submission, it does not on its own enable me to conclude that this claim raises no serious question to be tried. I have reached that conclusion for two reasons.
59. First, part at least of Richards J's reasoning was based on the unavailability in the High Court of a statutory closed material procedure, with the result that POAC was the more appropriate forum for a challenge which might involve sensitive intelligence material: see e.g. at [76]-[78]. Since the decision in that case, the 2013 Act has provided the option of a closed material procedure in judicial review proceedings. This is a potentially material change to the legal framework upon which Richards J's decision was based.
60. Secondly and in any event, Richards J's decision is not binding on this court (though I should follow it unless convinced that it is wrong). It is arguable, however, that his reasoning gives too little weight to the potentially far-reaching impact of proscription on the fundamental rights of the claimant and others in the immediate term, the requirement to seek de-proscription before appealing to POAC, the lack of any jurisdiction in POAC to grant interim relief and the practical reality that a substantive hearing before POAC would not be likely to be listed many months hence.
61. Mr Watson made a series of further points about the statutory regime, which he said pointed to the conclusion that Parliament intended POAC to be the exclusive remedy. These matters will have to be considered further at the permission hearing. For present purposes, I proceed on the basis that the existence of a right to apply for de-proscription and then to appeal to POAC is not, on its own, a sufficient basis for denying that there is a serious question to be tried, at this stage at least. When considering the strength of the claim, however, I bear the point in mind as one of the hurdles which the claimant will in due course have to surmount.

Ground 1

62. Ground 1 is that the order is ultra vires and/or was made for an improper purpose. The ultra vires case is that the legislation does not on its true construction authorise proscription of a "direct action civil disobedience network" such as PA. The improper purpose case is that the Secretary of State acted for an improper purpose by exercising the power conferred by s. 3(3) of the 2000 Act in relation to such a group.

63. In advancing this claim, the claimant faces five difficulties.
64. First, the starting point for the interpretation of a statute is the language Parliament used, in its statutory context: *R (O) v Secretary of State for the Home Department* [2022] UKSC 3, [2023] AC 255, [29]-[30]. On its face, the language used is clear and the context does not make it any less so. An action done for the purposes set out in s. 1(1)(b) and (c) constitutes terrorism if it involves serious damage to property even if it does not involve violence against any person or endanger life or create a risk to health or safety. As I have said, this definition of “terrorism” makes the statutory concept wider than the colloquial meaning of the word. If it is problematic that those who use or threaten action which involves serious damage to property but do not target or aim to endanger people are “terrorists”, the problem lies with the statute and has existed for 25 years.
65. Secondly, it is sometimes legitimate to interpret a statute more narrowly than its express language suggests, for example in accordance with the principle of legality or consistently with unincorporated international law. But neither the principle of legality, nor the principle that legislation should be interpreted in accordance with unincorporated international law allows a domestic court to interpret legislation contrary to its express language, read in context. In the present case, it is not possible to read that language as incorporating a restriction on the use of the power against “civil society or dissent groups” if the groups concerned fall within the definition in the Act. If Parliament had intended such a restriction, it would have included it expressly. If it had done so, it would no doubt have defined “civil society or dissent group”, a phrase whose meaning is far from clear. It is not the function of the court to rewrite statutory powers by introducing vague and undefined limitations such as these.
66. Thirdly, in 2000, Parliament would have been well aware that proscription decisions under s. 3(3) would be subject to control under s. 6 of the Human Rights Act 1998 (“HRA”). The effect of that provision is that any interference with ECHR rights (including those under Articles 10 and 11) must be proportionate to a legitimate aim. There is no reason to suppose that Parliament intended any other constraint on the scope of the power.
67. Fourthly, the clarity of the statutory language also presents a problem for any use of Hansard to inform the meaning of the 2000 Act. Even if the statement by the then Minister of State (Charles Clarke MP) qualified as the kind of “categorical assurance” referred to by Lord Bingham in *Spath Holme v Secretary of State for the Environment, Transport and the Regions* [2001] 2 AC 349, 392C-D, it would still have to satisfy the three conditions identified by Lord Browne-Wilkinson in *Pepper v Hart* [1993] AC 593, at 640. The first of these is that the legislation is ambiguous, obscure or leads to an absurdity. That condition is not satisfied here. If there is some separate principle that a “categorical assurance” can be relied upon as a kind of estoppel, even without satisfying the principles in *Pepper v Hart*, the meaning of Mr Clarke’s statement seems to me to depend critically on the facts of the cases he was addressing. It does not seem to me to be sufficiently clear to count as an assurance that the power would not be used in a case where an organisation was involved in activity which, in fact, constitutes “serious damage to property”.

68. Fifthly, in this context, the suggestion that exercising the power to proscribe a “civil society or dissent group” involves acting for an improper purpose adds little to the arguments on statutory interpretation. This is not a case where the Secretary of State is said to have acted for some extraneous purpose such as to quell political views with which she disagrees. That being so, if the group concerned is “concerned in terrorism” within the meaning of the Act, it is difficult to see how the fact that it may also be described as a “civil society or dissent group” can make the exercise of the power unlawful.
69. For these reasons, I do not consider that ground 1 raises a serious question to be tried.

Ground 2

70. Ground 2 is that the proscription order is contrary to s. 6 of the Human Rights Act 1998 because it is incompatible with the rights of the claimant and others under Article 10, 11 and 14 ECHR.
71. I can deal with this relatively shortly. At this early stage of the proceedings, it seems to me likely that the proscription order interferes with the rights of the claimant and many other supporters under Article 10 and 11 ECHR. I doubt that Article 14 adds much in this regard. It also seems likely that the order serves a legitimate aim, namely protection of the rights of others and maintaining national security. The key question is likely to be whether the order is proportionate.
72. I bear in mind that, if the Secretary of State has reached the stage of considering whether to exercise her discretion, she will *ex hypothesi* have concluded that PA is “concerned in terrorism”. This is relevant to the degree of weight to be given to the Article 10 and 11 interests involved, even if those Articles continue in principle to be relevant. Furthermore, in this field, the court will be likely to accord considerable weight to the assessment of the Secretary of State and to the view of Parliament, reflected in its resolution affirming the order: see the cases cited at [49] above and in particular *U3*, at [107]. The views of the Secretary of State and Parliament will not, however, be determinative.
73. The strength of this ground of challenge is difficult to evaluate at this stage, because it is likely to depend on the evidence filed by the Secretary of State. If the intended application for a declaration under s. 6 of the JSA is successful, this will include both OPEN and CLOSED evidence. The latter, in particular, may put a different complexion on the arguments about proportionality.
74. At this stage, I consider that ground 2 raises a serious question to be tried. At present, it is not possible to say that this ground has a strong prospect of success.

Ground 3

75. Ground 3 is that PA is not “concerned in terrorism”. As elucidated in the skeleton argument, it has two limbs. First, PA’s acts are not designed to influence the UK government (as required by s. 1(1)(b) of the 2000 Act) because its actions are directed only at “corporate enablers of Israel’s military industrial complex”. Secondly, PA is not

a structured, hierarchical group and in those circumstances there is “no sufficient nexus” between its activities and the commission of acts of terrorism.

76. The first of these points seems ambitious in circumstances where the action which immediately preceded the announcement of the decision to lay a proscription order was against an RAF base. PA explains in para. 12 of its Statement of Facts and Grounds that “RAF Brize Norton is a base for flights to RAF Akrotiri, a key site of British military support for Israel’s genocide in Gaza”. At para. 15, it says:

“The action resulted in the mainstream domestic and international media reporting on ongoing British military assistance being provided to Israel in its military assaults on Gaza and the West Bank, including the use of the RAF Akrotiri base in Cyprus, and the sending of almost daily spy flights over Gaza, gathering intelligence for the Israeli military. This is a matter of clear public interest which has been significantly underreported.”

It is a reasonable—not to say irresistible—inference from PA’s own statement of case that the attack was intended to influence the UK Government to cease providing this support for Israel (if, as PA alleges, it is in fact doing so). The argument that this was a one-off action does not seem to me to take the claimant very far.

77. The second point also faces serious difficulties, both on the law and on the facts. As to the law, “organisation” is defined broadly in s. 121 of the 2000 Act as including “any association or combination of persons”. POAC held in *Arumugam v Secretary of State for the Home Department* (2024 PC/06/2022) at [12] that:

“...The statutory definition contains no such requirements for such formal mechanisms of ‘centralised command’ and/or ‘hierarchy’. Parliament has used deliberately loose language to ensure that the net is wide enough to catch entities where the links and interactions between the component individuals may be little more than the sharing of the common purpose to be ‘concerned in terrorism’, as defined in section 3(5), and some degree of interaction between them.”

78. On the facts, the claimant’s own first witness statement establishes that she, with others, “co-founded” PA (para. 29). She speaks of “Palestine Action’s aim” (para. 30). Although she disclaims the role of “leader”, she says “we have different working groups for different things and we all work together” (para. 31). This seems an inauspicious basis for an argument that there is no sufficient nexus between the group and the acts carried out in its name.
79. In the light of these difficulties, I do not consider that ground 3 raises a serious question to be tried.

Grounds 4 and 5

80. These grounds allege that the Secretary of State took into account irrelevant considerations, namely the views of the Israeli Government, Elbit Systems and pro-Israel lobby groups, while failing to take into account matters which told against proscription, namely that:
- (a) PA seeks to disrupt conduct which it and large sections of the public reasonably consider to be in breach of international law;
 - (b) PA enjoys widespread and mainstream support among the British public, in circumstances where proscription would render such support a criminal offence under s. 12 of the 2000 Act;
 - (c) individuals associated with PA engage in a range of tactics and methods which do not pass the threshold for criminal liability (let alone proscription), such as low-level demonstrations and public campaigns;
 - (d) the existing measures under the criminal and civil law are adequate to address and regulate unlawful conduct by persons associated with PA;
 - (e) the proscription of PA would cause substantial prejudice to those who support PA and/or the use of direct action in the campaign for the Palestinian cause, and is likely to chill speech in support of that cause;
 - (f) the proscription of PA would be differential and unprecedented treatment directed exceptionally at one direct action protest group.
81. In addition, it is said that the Secretary of State failed to discharge her duty to gather information necessary for the decision as required by *Secretary of State for Education v Tameside Metropolitan Borough Council* [1977] AC 1014, as to:
- (a) the scope of PA's activities;
 - (b) the impact of proscription on individuals associated with PA;
 - (c) the broader implications for other protest groups, such as environmental and trade union groups.
82. It is important to put these points in their proper legal context. Where a statute does not prescribe the factors that the decision-maker must take into account, it is for the decision-maker herself to decide what is relevant—and her decision is subject to review only on grounds of rationality: *R (Friends of the Earth) v Secretary of State for Transport* [2020] UKSC 52, [2021] PTSR 190, [116]-[121]. Similarly, the obligation on a decision-maker to take steps to gather information extends only to taking such steps as are reasonable; and the decision as to what steps are reasonable to take is for the decision-maker, again subject to review only on grounds of rationality: *R (Balajigari) v Secretary of State for the Home Department* [2019] EWCA Civ 673, [2019] 1 WLR 4647, [70].

83. Bearing these principles in mind, these grounds may face an uphill struggle if (as the Secretary of State asserts in her skeleton argument) “[t]he Secretary of State was provided a range of detailed reports and assessments, including a Community Impact Assessment”. It is, however, difficult to gauge whether these grounds raise a serious question to be tried, and if so the strength of the claim in this respect, in advance of disclosure of the materials before the Secretary of State.

Ground 6

84. Ground 6 is that the Secretary of State failed to apply her published policy, which requires her to take into account the nature and scale of an organisation’s activities, the specific threat that it poses to the UK, the specific threat that it poses to British national overseas, the extent of the organisation’s presence in the UK and the need to support other members of the international community in the global fight against terrorism.
85. In her skeleton argument, the Secretary of State asserts that she took into account both statutory and non-statutory factors. If so, and assuming that the reference to “non-statutory factors” includes those set out in the policy document, this ground may face difficulties. As with grounds 4 and 5, however, there is an inherent difficulty in assessing the strength of this ground prior to disclosure of the materials before the Secretary of State.

Ground 7

86. Ground 7 is that the Secretary of State breached the public sector equality duty in s. 149 of the Equality Act 2010.
87. The Secretary of State asserts in her skeleton argument that the public sector equality duty was expressly addressed in the submission to the Secretary of State. Again, it is difficult accurately to assess the strength of this challenge at this stage, without knowing in more detail what was before the Secretary of State at the time the challenged decision was taken.

Ground 8

88. Ground 8 is that the decision was taken in breach of natural justice and/or in breach of Article 6 ECHR because PA was not consulted in advance.
89. Here, there are two answers available to the Secretary of State in principle. First, it may be said that the statutory scheme of the 2000 Act is such as to exclude any common law duty to consult before making the order. That argument has sometimes succeeded in other analogous contexts (e.g. deprivation of citizenship on national security grounds: see *Begum v Secretary of State for the Home Department (No. 2)* [2024] EWCA Civ 152, [2024] 1 WLR 4269, [112]) but not always (e.g. in relation to financial restrictions designed to counter nuclear proliferation: see *Bank Mellat v HM Treasury* [2013] UKSC 39, [2014] AC 700, [29]-[37] of the substantive judgment).
90. Secondly, it may be said that, even if there is in principle a duty to consult, it may be excluded if on the facts of the case there is a national security or public interest reason not to give notice. Paragraph 11.1 of the Explanatory Memorandum (set out at [24]

above) is directed to the separate question of when the proscription order should come into force once made. However, its contents are relevant here. If it is true that delay “would alert the organisation to its impending proscription and may result in pre-emptive action by the organisation’s members”, that delay would equally tell against consulting the organisation in advance of the decision to lay the order. On the face of it, therefore, even if the statutory scheme does not exclude the duty to consult in principle, the Secretary of State had a reason not to consult. Whether such a defence succeeds will depend on the evidence.

Conclusions on the strength of the claim

91. For the reasons I have given, I accept that the claimant’s grounds contain at least one serious issue to be tried, namely that the order is a disproportionate interference with the rights of the claimant and others under Article 10 and 11 ECHR (ground 2). It is possible that grounds 4-8 may also raise serious issues to be tried, but these grounds are not obviously well-founded and their ultimate prospects are at this stage difficult to assess. Some of them may be affected by evidence from the Secretary of State, OPEN and/or CLOSED, to be filed between today and the date of the permission hearing. If the Secretary of State’s alternative remedy point is a good one, it may provide an answer to all the claimant’s grounds.

The balance of convenience

The harm that will ensue if interim relief is granted and the claim later fails

92. In assessing the harm to the public interest of delaying proscription by a few weeks or months while the claim is determined, the materials before the court are necessarily limited because of the urgency with which this hearing has been listed. The evidence of the Secretary of State’s assessment consists at this stage of her written ministerial statement to Parliament and the Explanatory Memorandum which accompanied the draft order. In my judgment, these documents can properly be used as the starting point for the evaluation of the extent of any harm that would be caused by delay. At this stage, it may be assumed that the conclusions contained in them are based on the entirety of the material available to the Secretary of State, OPEN and CLOSED and the assessments of those with the relevant institutional expertise. This means that they are entitled to respect in any evaluation by the court: see the authorities set out at [47].
93. The Explanatory Memorandum makes plain that the proscription order has been made on the footing that:
- (a) PA has orchestrated a nationwide campaign of direct criminal action against businesses and institutions, including key national infrastructure and defence firms that provide services and supplies to support Ukraine, NATO, ‘Five Eyes’ allies and the UK defence enterprise and against financial firms, charities, universities and government buildings (para. 5.2);
 - (b) this activity has increased in frequency and severity since the start of 2024 and its methods have become more aggressive, with its members demonstrating a willingness to use violence (para. 5.2);

- (c) in 2023, PA released and published a guide called “The Underground Manual”, which encourages the creation of cells and provides practical guidance about how to carry out activities against private companies and government buildings, including how to evade arrest and other advice on covert action (para. 5.4);
 - (d) through its media output, PA publicises and promotes its attacks involving serious property damage, as well as celebrating the perpetrators (para. 5.5);
 - (e) PA’s campaign has resulted in hundreds of millions of pounds worth of criminal damage and lost revenue. Members of PA have been charged with serious offences for activity carried out during attacks, including offences involving violence and weapons (para. 5.6);
 - (f) PA has a considerable online presence that has enabled the organisation to galvanise popular support, recruit and train members across the UK and raise considerable funds through online donations (para. 5.7);
 - (g) proscription will enable law enforcement to effectively disrupt PA, help to undermine the covert methods it uses and reduce the risk that PA radicalises people wishing to demonstrate legitimate support for the Palestinian cause into becoming members or supporters of the organisation (para. 5.8).
94. Mr Husain questioned whether, on a proper reading of the written ministerial statement and Explanatory Memorandum, the Secretary of State is actually advancing a national security justification for proscription. In my judgment, there is no doubt that she is. As the Explanatory Memorandum makes clear, PA’s targets include both “key national infrastructure” and firms which provide defence supplies to the UK and its allies. The attack which immediately preceded the announcement of the decision to proscribe was on a UK defence facility.
95. I have considered the claimant’s submission that the grant of interim relief for a short period would cause little if any prejudice, given that PA has been active since 2000 and that the decision to proscribe was based on an assessment first made in March 2025. While these points have some weight, it may be noted that a similar argument was made in *FTDI*. As the decision in that case shows, in the national security context, where interim relief would expose the public to increased risk even for a short period, the applicant needs to point to something “very compelling” to outweigh the public interest in allowing the Secretary of State to make the order. On the facts of this case, if the written ministerial statement and Explanatory Memorandum are taken at face value, suspending the effect of the order even for a short period would deny the public important protections which the order is intended to confer.

The harm that will ensue if interim relief is refused and the claim later succeeds

96. In my judgment, some of the consequences feared by the claimant and others who have given evidence are overstated.
97. It will remain lawful for the claimant and other persons who were members of PA prior to proscription to continue to express their opposition to Israel’s actions in Gaza and elsewhere, including by drawing attention to what they regard as Israel’s genocide and

other serious violations of international law. They will remain legally entitled to do so in private conversations, in print, on social media and at protests. Even if their protests take the form of direct action which involves criminality, the fact that they were previously members of an organisation which is now proscribed would not as a matter of law aggravate their criminal conduct. It follows that it is hyperbole to talk of the claimant or others being “gagged” in this respect (as the claimant has alleged). They could not incur criminal liability based on their past association with a group which was not proscribed at the time.

98. That said, there is no doubt that there will be serious consequences if the order comes into effect immediately and interim relief is refused. If individuals choose to continue to express their support for PA, or do any of the other things set out in [33] or [35] above, they will incur criminal liability. It will be for them to decide whether to do so. This, however, is the intended effect of the order. It is how it achieves its aim of disrupting the activities of the proscribed organisation. It would be wrong to accord significant weight in the balance to the interests of those who plan deliberately to flout the law.
99. I bear in mind that there may be some who do not know of the existence of the proscription order. There is a danger that they may unwittingly commit one the strict liability offences, for example the offence in s. 13 of wearing an item of clothing in such a way as to arouse reasonable suspicion that they are members or supporters of PA. This is a risk which cannot be ignored, though it may be hoped that sensible charging decisions will be taken. More importantly, however, para. 11.1 of the Explanatory Memorandum makes clear that the Secretary of State has formed the view that it is necessary for the order to come into effect immediately to avoid the risk of pre-emptive action by PA. Parliament must be taken to have endorsed this position.
100. There are other possible effects, whose gravity should not be underestimated. Those who founded and assist in the administration of the organisation will have to consider carefully whether to retain contact lists or other information key to its organisational structure. It is possible that some who have been protesting legitimately under the banner of PA will be deterred from continuing to protest for fear of incurring criminal liability (for example on the basis that continuing their protest might be perceived as expressing support for PA or as organising on its behalf). The evidence I have seen establishes that the broad criminal prohibitions imposed by the 2000 Act, and the very long sentences potentially available for breach of them, can cast a long shadow over legitimate speech. This, however, is the inherent consequence of a regime which aims to disrupt and disable organisations which meet the threshold for proscription and which the Secretary of State and Parliament decide to proscribe.
101. It is also possible that those associated with PA will face social stigma and other more serious consequences at university or at work. The evidence contains numerous examples of cases where this has occurred, even though as a matter of logic a person’s association with an organisation prior to its proscription should not (on its own, and distinct from any criminality committed under its aegis) be regarded as blameworthy. It can, moreover, be assumed that rational actors would alter their view of anyone associated with PA if the proscription order were later quashed in these judicial review proceedings. I am therefore not satisfied that the stigma which the claimant and others fear would be indelible in the event that the proceedings were ultimately to succeed.

Decision

102. Having read the claimant's evidence and that of the UN Special Rapporteur carefully, and taken note of the oral submission made, I have concluded that the harm which would ensue if interim relief is refused but the claim later succeeds is insufficient to outweigh the strong public interest in maintaining the order in force. In reaching this decision I have borne in mind my assessment of the merits of the claim at this early stage.
103. I have considered separately whether I should grant very short-term interim relief to protect the position in advance of any application to the Court of Appeal. I have decided, however, that any application for relief of that nature should be made to the Court of Appeal directly.

Conclusion

104. For these reasons, the application for interim relief is refused.

PALESTINE ACTION

THE UNDERGROUND MANUAL

STEP 1

CREATE A CELL

A CELL IS AN AUTONOMOUS GROUP TAKING ACTIONS WITHOUT DETECTION AS PART OF PALESTINE ACTION UNDERGROUND.

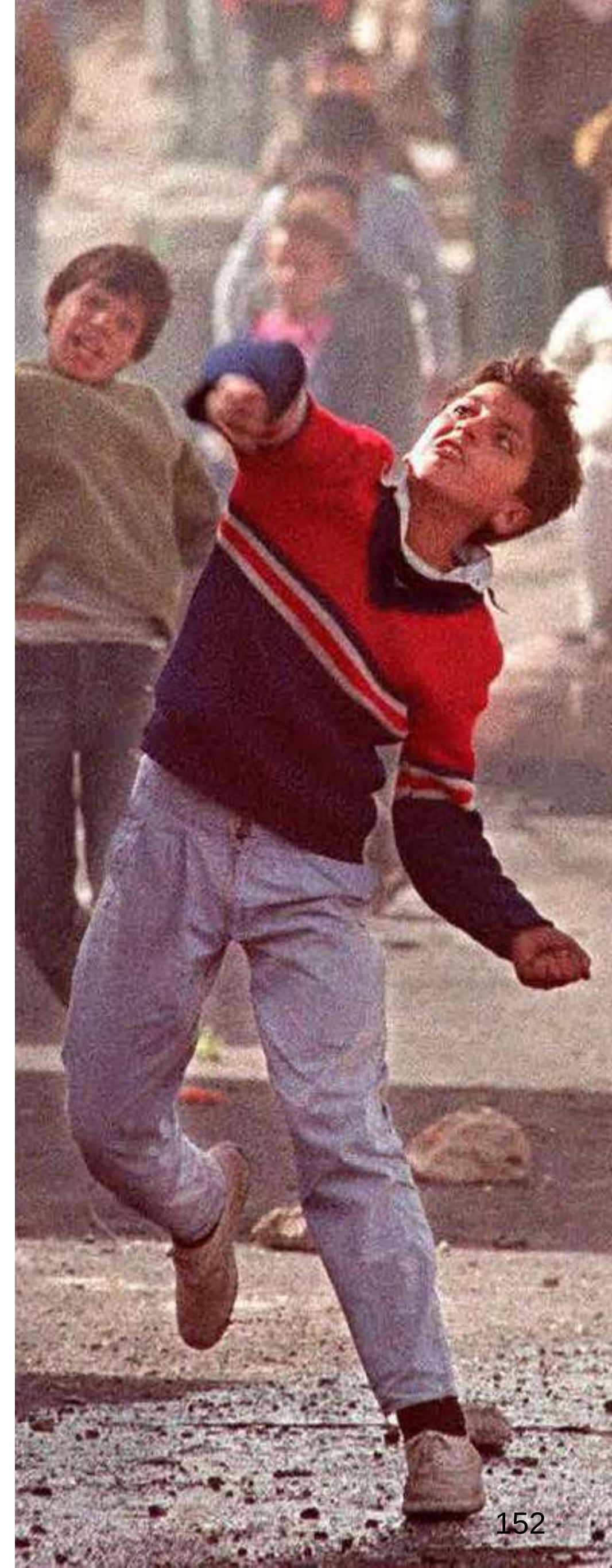
To build your cell, it is crucial that you only invite **TRUSTED** people to take part in it. You don't need loads of people either. Keeping the cell small, makes it more secure. **3-5 PEOPLE** is an ideal number. BUT, just one person taking action on their own is enough!

However, taking action with other trusted people, makes it safer and means you've always got back up with you.

Once you've got your cell together, come up with a name. This can be named after a Palestinian freedom fighter, a play on taking action against the war machine, or anything else that's appropriate.

Next, get a **protonmail address**. This will be key for sending in your actions, which we talk about later on in the guide. Once your cell has done its first action, and sent in the information to actions@palestineaction.org, we will then respond to you with further information, potential future targets and any other tips and tricks that we come across in the Palestine Action Underground.

Please refer to the technology page for more advice on protonmail and proton VPN



STEP 2

PICK A TARGET

BRITAIN

Now you've got your cell (or yourself), it's time to pick your target. Head to our website to find a list of secondary and primary targets who enable and profit from the Israeli weapons industry in Britain. Making your job to pick one a slightly easier process! Each is just as culpable as the other, and applying pressure to them is key to breaking the links which sustain Israel's arms trade.

It might be simpler to pick a target based on your locality, making it easier to plan, conduct the reccies and save some transport costs!

CHECK OUT THE TARGETS



If you are not based in Britain, then it might take a little bit of research to find your relevant target. As Israel's weapons industry isn't content with just the destruction of Palestine, they tend to try and expand their reach to every corner of the globe.

CHECK OUT THE NEXT PAGE TO FIND INTERNATIONAL TARGETS



STEP 2

PICK A TARGET

INTERNATIONAL

A starting point for research is to make sure your using a secure browser when looking into complicity companies. Here are some key search terms to use alongside the country/city you live in:

ELBIT SYSTEMS

RAFAEL

TELEDYNE

If that doesn't bring any fruitful results, then you can try searching the company names of all our targets included here and see if they have a presence in your country/area.

"elbit systems" "leicester"

Some countries may have a Ministry of Defence which has made a deal to buy weapons from Elbit Systems or another Israeli weapons firm, without having a factory in the country. Targeting the Ministry of Defence offices, or any other relevant buildings associated with government making decisions, is always a possibility.

It's also definitely worth looking into your country's weapons firms, or as they might call it "security and defence". Many countries have their own public and private weapons firms, who deal with the apartheid state of Israel. For example, Thales is a french weapons firm with many links to Elbit Systems.

CHECK OUT THE TARGETS



STEP 3

PREPARE FOR ACTION

If picking your target didn't get you excited enough about your new venture to dismantle Israel's war machine, preparing for action definitely will.

WHEN PREPARING FOR ACTION, KNOWING YOUR TARGET AND DOING AN EFFECTIVE RECONNAISSANCE (RECCE) IS VITAL. RECCE PROVIDE KEY INFORMATION TO MAKE YOUR ACTION AS SMOOTH AND DAMAGING AS POSSIBLE.

Before we get into what information you need to gather, let's talk about not being obvious as f*** when you do a recce. Depending on where your target is, changes how you need to act. For example, if it's in the middle of town centre, then going for a walk with a friend or by yourself and pulling out a camera to look at the site doesn't look suspicious at all. However, if you're going out in the sticks walking around an industrial estate with a selfie stick - you'll probably stand out a bit. On going for sites in more rural areas, try asking to borrow someone's dog to take them on a walk (or walk your own dog if you've got one). You can also do a drive by, but make sure you're getting the key information you need from this.

Now, before you go heading into town centre or to walk your dog, it's always worth having a look first on google earth. After searching on google earth using a secure browser (Tor for example), and using the little yellow man to walk down the street, you'll have more of an idea of what you could potentially do on your action, and what else you need to find out from your recce. Having a brief idea of what your action could be, will help you do a recce which takes into account your actual plan. Do not just leave it to google though, as company's make changes all the time, which is not updated on google. Nothing beats going in person for the best possible preparation.

KEY INFORMATION TO FIND OUT

× PLACES TO PARK

Before, after and during

It's important to find out a car parking space which isn't monitored by CCTV or needs a parking ticket. Of course you might have got your hands on fake plates, but even still it's good to keep the vehicle undetected. Make sure it is also easy to access from where your action will be.

× SECURITY

How many? Are they stationary or moving around?

If there is security present, think about how you could potentially avoid them. If that's not possible, consider how you could still do your action.

× INSIDE OR OUTSIDE?

Where are they looking out onto? Which street?

Times of shift change- its often better not to catch them at shift changes as there will be more staff around. Do security remain inside the compound or seek to cover entry points outside the facility?

× CCTV

Location? How many? What is it pointing at/filming?

It may be impossible to avoid doing your action whilst avoiding CCTV, that's why it is crucial to make sure you are unidentifiable as mentioned before

× WHAT IS SURROUNDING THE TARGET SITE

*Do they have neighbours/neighbouring buildings?
Do the neighbouring buildings have security?*

× ESTIMATED TIME OF ARRIVAL FOR POLICE

How far away is the local police stations?

× POLICE PATROLS

*Do they patrol area? During specific times?
Unmarked police cars in the area? Foot patrols?*

× FENCES?

*How many? Where? What type of fences?
How high a ladder would be needed to get over fences?*

× BARBED WIRE?

How much? Where?

× ACCESS POINTS to building (fire escapes etc)

× ALARMS

*Do you know what sets off the alarm?
Whatever sets off the alarm should be done last.*

STEP 4

PLAN YOUR ACTION

TYPES OF ACTION

Now you've done your recce, it's time to nail down your plan! Creativity is vital to keep our resistance effective. When planning for your action, an important starting point is to finalise what you want to achieve. Here are just a few examples of what actions have already been taken. If your inexperienced it's best to start simple and build your way up. Dream up crazy ideas in your cell, remember that your action is to disrupt, damage or destroy your target. Here are some suggestions and different tactics to get you started...

EXTINGUISH YOUR TARGET

Fire extinguishers can be repurposed and refilled with blood-red paint, so when it's sprayed it makes a big splash and can cover a massive area within seconds - perfect for a get away action.

SPRAY PAINTSP

Spray painting can be quick as well, as long as you don't try and spray an essay onto the walls of your target! Some key slogans you can use are: Shut Elbit Down, Free Palestine, Evict Elbit, War criminals

SMASHING WINDOWS AND EXTERIOR EQUIPMENT

Smashing stuff can also be very quick to do. With an efficient sledgehammer in your hand, you can cause quite a bit of damage! Smashing windows often only takes one or two swings. But air conditioning units, cameras and other external equipment can sabotage the profits of your target even further.

BLOCK THEIR PIPES

If you've managed to locate the company's external pipes (water and/or sewage), then blocking them will create a lot of disruption for your target! Concrete can be used to fill up the pipes, and when it dries, your target will be in for a messy surprise.

BREAK IN

If you're feeling up for it, and know the site back to front, then breaking into your target and damaging the contents inside is obviously a very effective tactic.

THINK BIG

The tactics mentioned are examples of previous actions so by all means think big! Try not limit your action based on what's been done before. Remind yourself when brainstorming different ideas, what could I do to be creative?

TELEDYNE LABTECH

A Tele... Technologies Company

PLAN YOUR ACTION

HOW TO GET TO THE SITE AND LEAVE UNDETECTED

Now once you've decided what tactics you're going to use for your action, you'll need to plan how to get to the site and leave undetected. Transportation is a key part of any plan, and can be the difference between getting away with it, and getting caught. Here are some examples of different transport methods, and how you can use them to your advantage:

FOOT

Walking to a site, or even running if you're feeling up for it, is probably one of the most covert ways of taking action. Key to this is keeping your face covered the whole time, and planning a place to go to where there are no cameras, which you can leave with normal clothing on, to head to your next destination. Remember to make sure it's a busy area, so if you are later captured on CCTV, they won't be able to tell it's the same person who did the next action. .

BIKE

For covert actions, bikes are great. A similar principle applies though as using a car. Have the bike stored somewhere close to your target, but in a place without cameras. Then go on foot from that point to do the action, then head back to your bike.

CAR

Cars tend to be the easiest way to get around. But, they do have license plates which can be picked up by cameras and traced to the owner. If you do plan on using a car, make sure you've sussed out where all the CCTV and road cameras are for the route you want to take - and find a route which avoids them completely. Do not park the car next to the site, have it at a location which isn't able to be picked up by cameras.

ROUTE

When you decide your mode of transport, you need to make sure you have your routes planned for a perfect getaway. Think about where the cameras are, and don't walk a few hundred metres down the road and take your mask off. If the police want to trace you, they'll follow the cameras to where you took your mask off and possibly get a picture of your face. Wearing a baseball cap does still help with avoiding your face being captured on camera as well, but it's no guarantee. The best thing to do is remain covered until you are at a safe spot without cameras, and that is relatively busy. From there you can plan your route home.

PUBLIC TRANSPORT

If you're using public transport, do not, we repeat DO NOT, use your own debit/credit card. This information is stored and can be accessed by the police very easily. It is always best to use cash. However, these days, many transport modes don't allow cash. If you're in London using an oyster card which is topped up with cash is the best way to go. Also be aware that public transport has CCTV, so keeping your face covered is ideal. Getting on the bus or train with a balaclava on might draw more suspicion though. So think of other ways to cover your face - half face coverings are very common since covid and you can wear sunglasses at night.

PLAN YOUR ACTION

CRUCIAL ELEMENTS

ROLES

If there is more than one of you in the action, which is ideal, you should split up roles between you. For example, if you want one person to just focus on getting pictures and a video, then they should focus on that and not on swinging hammers! The others could split up their roles from taking on hitting different parts of the site, or one can focus on paint and the other on smashing. Whatever your action is, make sure you've thought through who is doing what to make the action as efficient and quick as possible.

Make the action as quick as possible, whilst making your action effective! This is one of the key reasons its so crucial to plan your action well, so everyone knows what they're doing.

EQUIPMENT

Now you've got your plan down to a T, it's time to get equipped.

On this point, it's a good idea to remember that **CASH IS KING**. When buying equipment, whether it's spray paints or sledgehammers, don't leave a paper (or digital) trail. Use cash and wear a baseball cap in the store and/or a face covering, just for extra measure. Obviously, you're going need the tools to conduct your action. These may include spray paints, making a fire extinguisher (check out our guide) and sledgehammers. It's important to remember when using sledgehammers, to get some cut safety gloves (**YOU DON'T WANT TO GET CUT AND YOU DON'T WANT TO LEAVE YOUR BLOOD ON THE SITE EITHER!**).

Now, those items are crucial for the action.

But here's how to remain undetected.

MAKE SURE:

A FACE COVERING IS KEY

Do not have your face on show at any point during the action. Balaclava is best for this. This might seem predantic, but cops are obsessed with trainers. Don't wear shoes that you've worn when arrested on an action or at a protest, or that are all over your social media. Best thing is to get the most plain boring black shoes and to only wear them when taking action.

YOUR CLOTHING IS DARK

(BLACK IS BEST)

YOUR TRAINERS ARE VERY PLAIN

(BLACK IDEALLY)

YOUR CLOTHING IS BAGGY!

(THIS MAKES IT HARDER TO SUSS OUT YOUR BODY TYPE)

YOUR WHOLE BODY IS COVERED

This is especially important if you have any 'identifying features such as tattoos or birthmarks on show. Therefore make sure you have gloves as mentioned above and everything is covered up.

WHEN TAKING ACTION, NEVER LEAVE ANYTHING BEHIND. ABSOLUTELY NOTHING APART FROM PAINT AND DESTRUCTION. THE POLICE MAY TRY TO FORENSICALLY ANALYSE ANY ITEMS WHICH ARE LEFT, SO DON'T LEAVE ANYTHING.

PLAN YOUR ACTION

DOCUMENTING YOUR ACTION

RECORD

Now you've got your underground fashion sorted. Let's move on to how you're going to capture your action. The most crucial aspect of taking action is to tarnish your target and apply pressure. However, do not underestimate the power of capturing your action on camera so it can reach beyond the target. This means every other target can see what's happened, and more importantly the people of Palestine know we're active in our solidarity.

DO NOT

ever take your own personal phone on an action. But, if you're thinking about how to capture your action by video/ pictures, then it's **worth getting a burner smart phone**. You don't need to spend £100s on this. You can get some really cheap ones from second hand shops. Lycamobile sim cards tend to be best, as you can buy a top up from any shop (using cash), and then add credit to it without needing to register. **Remember** when using a lycamobile sim card, after you've added a top up, to add a plan to it immediately. You can search online how to do this. But this saves you a lot of money!

ONCE YOU'VE GOT YOUR BURNER SMART PHONE,

It's wise to have a dropbox account set up on the phone. You can set once up using a protonmail email address, which you can easily create for free on **Proton**

Make sure someone else who is in your cell but not on the action has access to this account, just incase. Also remember to check the dropbox account is working! Capturing your action on camera does not mean compromising yourself. If a video is taken, you can edit out any part which reveals identities. If you do not managed to do this successfully, Palestine Action will make sure to check videos for anything that can be used against you and remove it before posting it.

You can send in videos/images of your action to:

ACTIONS@PALESTINEACTION.ORG

For extra security measure, you can also remove the "exif data" from your pictures before sending them in. This is basically all the data that is stored in pictures which can have some identifiable information. It's really easy to remove this. **You can use the website** <https://www.verexif.com/en/>

If you forget to do this, Palestine Action will remove the exif data before posting.

See our technology page for more information

PLAN YOUR ACTION

SAFE MEETING PLACE AFTER ACTION

WHAT IF IT ALL GOES PEAR SHAPED?

Prepare a "safe" meeting place if you all have to split up and scarper! This should be far enough away from the site to be safe, but not too far away that it would take too long. You should agree a length of time you would wait there until those who've arrived at the meeting place leave.

LEGAL

Now even though you're planning to get away, you must be prepared and take into account the risk of getting caught. You can do everything possible to minimise this, but this is a very real possibility. Make sure that your cell is aware of the potential legal consequences. This will obviously be dependent on the action you take and that's why it's important you do your own research on this.

We recommend using Kelly's solicitors if you do end up hed.

- Kelly Brighton
- Hodge Jone
- Allen London

They'll ask for your authority to liase with Palestine Action's support team. If you do allow this, it means we can arrange police station support and keep you in touch with our dedicated support team throughout your legal process.



STEP 5

TAKE ACTION

Adrenaline and nerves will be pumping through you at the same time. This is normal. Make sure you run through your plans right before taking action another time, to make sure everyone is on the same page. Then go for it.

THE DAY HAS COME, YOUR ACTION IS PLANNED,
YOU'RE ALL EQUIPPED AND READY TO GO.

GOOD LUCK!



STEP 6

POST-ACTION

You've just sabotaged a complicit company. At this point, you want to make sure to

DESTROY ALL EVIDENCE.

If you've got empty spray cans or any other items left, get them out as soon as possible. Don't put them in your recycling bins, find a communal or other place to throw them away. If you don't want to get rid of your underground attire, make sure they're not in your place or your car. Take them to a friend's place. This might seem over the top but the best peace of mind and finale to an action is knowing there is no evidence left behind at the site, or in your home. If the police ever get as far as searching your home (which is very unlikely if you follow all the above steps), they'll search for any items which connect you to that action.

REMEMBER TO:

- Get the pictures off the burner smart phone
- Remove the exif data from any pictures [verexif](#)
- Edit out any identifiable points in video footage (voices or faces)
- Send them into actions@palestineaction.org

Along with the footage, you can add your own communique, which Palestine Action will publish alongside your action.



STEP 7

TECHNOLOGY

CHECKLIST

KEY INFORMATION TO FIND OUT

- ☐ WHERE POSSIBLE, DON'T USE PHONES OR COMPUTERS
- ☐ ARRANGING MEETINGS
 - Use Signal with disappearing messages on.*
 - Put phones in a Faraday cage or microwave in another room.*
- ☐ USE TOR FOR ONLINE RESEARCH
- ☐ STAY CLEAN
 - Delete everything you don't need like photos and research files.*
- ☐ USE A BURNER SMART PHONE FOR MEDIA
- ☐ USE A VPN
 - Although this is not necessary when you are using Tor, a VPN will obscure where you are connecting from so you are less identifiable by the websites you are using.*
 - Good VPNs to use are:*
 - ProtonVPN (free)
 - MullvadVPN (paid, can pay cash)

HOW TO SET UP SIGNAL WITH A BURNER NUMBER:

- 1 INSTALL SIGNAL ON YOUR REGULAR PHONE
- 2 BUY OR USE ANOTHER PHONE (E.G. A CHEAP BRICK PHONE) WITH A SIM ALL BOUGHT IN CASH
- 3 WHEN REGISTERING FOR SIGNAL, SET UP AN ACCOUNT USING THE NUMBER ON THE BURNER PHONE
- 4 TAKE THE ACTIVATION CODE FROM THE BURNER PHONE AND ENTER IT IN THE FIRST ONE
- 5 YOU CAN NOW TURN OFF AND NOT USE THE BURNER PHONE
- 6 USE SESSION FOR MESSAGING IF YOU WOULD NOT LIKE A PHONE NUMBER ASSOCIATED
- 7 USE PROTONMAIL AND CREATE A COMPLEX PASSWORD:
WWW.XKPASSWD.NET/S/

STEP 7

SECURITY

SECURITY GUIDE



We could write a whole book on this subject. But hey, firstly it would be out of date by the time we wrote it with the rapid change of specially digital security , and second plenty of other clever folks have so we provide some trusted sources here for you to check and re check. One thing about your underground cell is you don't need to worry or engage in recruitment once it's formed and therefore it is somewhat easier to put in place higher level security procedures that you need. Digital security is vital but it should not be at the detriment of basic security! Bragging, gossiping and loose words generally are often how things become undone and that sort of behaviour should be avoided and called out if you some

across it in your cell. In addition to the advice contained in the guides below you should also adopt some simple and sensible precautions of your own. The most well known, as oftentimes forgotten is you should not have your phone with you in any meeting your cell has. Ideally you would arrange meetings via signal messenger (be sure to enable disappearing messages) and then not take your phone. Also all members of your cell should invest in a faraday cage for your phone (you can pick them up for £20-£30). These block all communications to your phone and in effect if used properly you "go dark" for the duration the phone is in the faraday cage (its called a cage but most look like oversized wallets!)

WHAT IS A VPN?

"A VPN, or virtual private network, is a technology that establishes a secure tunnel between two or more devices. An Internet VPN, such as **Mullvad** , offers a tunnel between you and the Internet, allowing you to browse the web securely and privately, even when using a public WiFi network at a cafe or hotel."

CRYPTPAD

Use CryptPad to store any collaborative research documents, if you have too. On cryptpad, add passwords to your files and set expiry (destruction) dates for after your action if you don't need it beyond then.

PROTONMAIL

Protonmail is an end to end encrypted email. This means that only you and the people who you email (**e.g. action@palestineaction.org**) are the ones that can see your email content.

However, if the Swiss courts request data from protonmail (which can be done via Europol) protonmail may provide them with IP address information (basically, where you logged in from). **If you use a VPN every time you log into the address, then this means protonmail never gets access to an IP address that is linked to you and you are much safer.** Although services like riseup.net are run by people more politically aligned, that doesn't necessarily mean they are better. Organisations like RiseUp and smaller and less well resourced than protonmail.

Just use protonmail and be careful.

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Cordon set up as police make terror-related arrest



Counter-terrorism police raided the home in the St Werburghs area of Bristol

Bea Swallow

BBC News, Bristol

17 July 2025

A sixth person has been arrested as part of an ongoing investigation in which 18 people have been charged with numerous terror-related offences.

Members of the **recently proscribed** group Palestine Action are accused of breaking into the Elbit Systems UK site near Bristol on 6 August last year.

A 20-year-old man from London has been taken into custody, alongside the arrests of **five other people** on Tuesday in connection with the investigation.

The BBC also understands a cordon set up by the Counter Terrorism Policing South East (CTPSE) in St Werburghs, Bristol, on Tuesday is connected to the latest arrests.



| Elbit employees and two police officers were "seriously assaulted" during the incident, police said

Counter Terrorism Policing South East (CTPSE) said the arrested people were detained on suspicion of the commission, preparation and instigation of acts of terrorism, contrary to Section 41 of the Terrorism Act 2000.

Palestine Action allege Elbit Systems UK is involved in the manufacture and supply of weapons to the Israeli military - a claim the company strongly denies.

The six arrested this week - a 66-year-old man from Bristol, a 20-year-old woman from Whitstable in Kent, a 19-year-old man from London, a 27-year-old man from London, a 33-year-old man from London, and a 20-year-old man from London - remain in custody.

Palestine Action was declared a proscribed organisation under the Terrorism Act 2000 on 5 July.

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Five more arrested over raid at defence firm

5 days ago



Eight more charged after defence firm break-in

23 November 2024



UN expert's concern over activist charges

13 February

Related Internet Links

[Counter Terrorism Policing South East \(CTPSE\)](#)

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Written questions, answers and statements

UK Parliament > Business > Written questions, answers and statements > Find written statements > HCWS729

Security

Statement made on 23 June 2025

Statement UIN HCWS729

Statement made by

Yvette Cooper

The Secretary of State for the Home Department

Labour

Pontefract, Castleford and Knottingley

Commons

>

Statement

I have decided to proscribe Palestine Action under section 3 of the Terrorism Act 2000. A draft proscription order will be laid in Parliament on Monday 30 June. If passed, it will make it illegal to be a member of, or invite support for, Palestine Action.

This decision is specific to Palestine Action and does not affect lawful protest groups and other organisations campaigning on issues around Palestine or the Middle East.

The disgraceful attack on Brize Norton in the early hours of the morning on Friday 20 June is the latest in a long history of unacceptable criminal damage committed by Palestine Action. The UK’s defence enterprise is vital to the nation’s national security and this Government will not tolerate those that put that security at risk. Counter Terrorism Policing are leading the criminal investigation into this attack. It is important that this process is free from interference and the police are allowed to carry out their important work gathering evidence and working to bring the perpetrators to justice.

Since its inception in 2020, Palestine Action has orchestrated a nationwide campaign of direct criminal action against businesses and institutions, including key national infrastructure and defence firms that provide services and supplies to support Ukraine, the North Atlantic Treaty Organisation (NATO), “Five Eyes” allies and the UK defence enterprise. Its activity has increased in frequency and severity since the start of 2024 and its methods have become more aggressive, with its members demonstrating a willingness to use violence. Palestine Action has also broadened its targets from the defence industry to include financial firms, charities,

universities and government buildings. Its activities meet the threshold set out in the statutory tests established under the Terrorism Act 2000. This has been assessed through a robust evidence-based process, by a wide range of experts from across government, the police and the Security Services.

In several attacks, Palestine Action has committed acts of serious damage to property with the aim of progressing its political cause and influencing the Government. These include attacks at Thales in Glasgow in 2022; and last year at Instro Precision in Kent and Elbit Systems UK in Bristol. The seriousness of these attacks includes the extent and nature of damage caused, including to targets affecting UK national security, and the impact on innocent members of the public fleeing for safety and subjected to violence. The extent of damage across these three attacks alone, spreading the length and breadth of the UK, runs into the millions of pounds.

During Palestine Action’s attack against the Thales defence factory in Glasgow in 2022, the group caused over a million pounds of damage including to parts essential to submarines. The Sheriff, in passing custodial sentences for the attackers’ violent crimes, spoke of the panic among staff who feared for their safety as pyrotechnics and smoke bombs were thrown in the area where they were evacuating. He further recorded the extent of damage to legitimate business activities which included “matters of nationwide security” and disputed the group’s claims its actions were non-violent. The attacks at Elbit Systems in Bristol and Instro Precision in Kent remain sub judice. To avoid prejudicing future criminal trials the Government will not comment on the specifics of these incidents.

Palestine Action has provided practical advice to assist its members with conducting attacks that have resulted in serious damage to property. In late 2023, Palestine Action released “The Underground Manual”. The document encourages the creation of cells; provides practical guidance on how to carry out activity against private companies and government buildings on behalf of Palestine Action; and provides a link to a website which contains a map of specific targets across the UK. The manual encourages members to undertake operational security measures to protect the covert nature of their activity.

Through its media output, Palestine Action publicises and promotes its attacks involving serious property damage, as well as celebrating the perpetrators.

Palestine Action’s online presence has enabled the organisation to galvanise support, recruit and train members across the UK to take part in criminal activity and raise considerable funds through online donations. The group has a footprint in all 45 policing regions in the UK and has pledged to escalate its campaign.

It is vitally important that those seeking to protest peacefully, including pro-Palestinian groups, those opposing the actions of the Israeli government, and those demanding changes in the UK’s foreign policy, can continue to do so. The right to peaceful protest is a cornerstone of our democracy. Should Parliament vote to proscribe, that right will be unaffected.

What it will do is to enable law enforcement to effectively disrupt the escalating actions of this serious group. Only last month Palestine Action claimed responsibility for an attack against a Jewish-owned business in North London, where the glass-front of the building was smashed and the building and floor defaced with red-paint including the slogan “drop Elbit”. Such incidents do not represent legitimate or peaceful protest. Regardless of whether this incident itself amounts to terrorism, such activity is clearly intimidatory and unacceptable. It is one that has been repeated many times by this organisation at sites the length and breadth of the UK.

I have considered carefully the nature and scale of Palestine Action’s activity. Proscription represents a legitimate response to the threat posed by Palestine Action. The first duty of government is to keep our country safe, which is the foundation of our Plan for Change.

Given significant public concern over recent activities by this group, including the incident in Brize Norton last week, and balancing the relevant considerations, I have decided to confirm this decision to proscribe to the House in advance of laying the relevant order.

Statement from

Home Office



Linked statements

This statement has also been made in the House of Lords

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Security	
 Lord Hanson of Flint The Minister of State, Home Office Labour, Life peer	
Statement made 23 June 2025	
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INVESTIGATIONS:



FLAGSHIP BRITISH FIRMS SET TO PROFIT AMID ISRAEL'S WAR ON GAZA

Giant UK corporations that are backed by the government - BP and BAE Systems - are capitalising on lucrative contracts with Israel while it kills thousands of Palestinians.

JOHN MCEVOY

20 NOVEMBER 2023



Effects of destruction from Israeli bombing of the Al-Najjar family's home, east of Khan Younis in southern Gaza, on 12 November

British energy giant BP and arms firm BAE Systems are set to profit from Israel amid its ongoing destruction of Gaza, *Declassified* has found.

While Israel's military has killed over 11,000 Palestinians in Gaza, its government has announced the award to BP of a lucrative contract to explore for natural gas in the eastern Mediterranean.

Meanwhile, arms firm BAE Systems, which manufactures key parts of the F-35 jets being used to support strikes on Gaza, has seen its share price rise in recent weeks.

A number of British Conservative MPs who rejected last week's parliamentary motion calling for a ceasefire in Gaza have shares in BP and BAE, which are both strongly linked to the UK government.

BP's new licences

On 29 October, Israel's Ministry of Energy and Infrastructure **announced** that it had awarded new licences to six energy companies for offshore natural gas exploration in the eastern Mediterranean.

The announcement came a week after Israel bombed the Jabalia refugee camp in Gaza, killing dozens of people. The camp was bombed again two days later.

One of the bids was **won** by a joint consortium of British energy giant BP, Azeri national oil company SOCAR, and Israeli corporation NewMed Energy.

While the bids were **made** earlier this year, the timing of the announcement was designed to foster investor confidence in Israel amid its brutal war on Gaza.

"Even now, major natural gas exploration companies put their trust in Israel's robustness and want to invest here", Israel's

energy minister Israel Katz **said**.

“The winning companies have committed to unprecedented investment in natural gas exploration over the next three years, which would hopefully result in the discovery of new natural gas reservoirs”, he **added**.

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Israel's goal is to achieve energy independence and become a net exporter of natural gas. The new exploration licences will also facilitate the West's efforts to diversify away from Russian energy sources.

In June 2022, the European Union, Egypt and Israel **signed** a tripartite natural gas export deal in a bid to “ditch Russia”.

Ursula von der Leyen, the European Commission chief and a prominent defender of Israel over Gaza, **described** the deal as “an outstanding step bringing our energy cooperation to the next level”. She added: “What a special moment”.

‘Very optimistic’

BP's interests have long been strongly **supported** by the UK government around the world and a former head of the secret intelligence service MI6, Sir John Sawers, has served on its board since 2015.

In March this year, BP launched a joint bid with UAE state oil company ADNOC to buy 50% of Israel's NewMed Energy company, in a deal valued at \$2bn.

“BP has not been put off by Israel's ongoing destruction of Gaza”

NewMed holds a 45% stake in the **Leviathan** offshore field, which is **thought** to contain some 22 trillion cubic feet of natural gas.

The field **produced** \$2.5bn in revenue last year but is “one of just 425 projects worldwide designated as ‘carbon bombs’ that ‘significantly threaten the Paris Agreement climate targets’”.

BP has not been put off by Israel's ongoing destruction of Gaza, with its head of gas and low carbon energy, Anja-Isabel Dotzenrath, reportedly **telling** investors in October that the company still feels “very optimistic” about the deal.

Palestinian losses

The vast resources in the Levant Basin are **disputed**, with competing claims from Palestinians, Cypriots, Egyptians, Israelis, Lebanese, and Syrians.

Palestinians, however, have been excluded from benefitting from the region's energy reserves. In 2019, a United Nations report **noted** that Israel's “occupation continues to prevent Palestinians from developing their energy fields”.

As a result, the report continued, “the Palestinian people have been denied the benefits of using this natural resource to finance socioeconomic development and meet their need for

energy”, with accumulated losses expected to be “in the billions of dollars”.

The Gaza Marine field, located around 30 kilometres off the Gaza coast, is **thought** to contain over 1 trillion cubic feet of natural gas but has remained undeveloped since 2000.

Israel’s illegal occupation of Gaza also means that Palestinians **rely** on Israel for their supply of gas and electricity. This relationship of dependence has resulted in constant power outages in Gaza and, more recently, Israel’s cutting off of power to the entire region.

‘The most lethal fighter jet in the world’

Britain’s leading arms manufacturer, BAE Systems, is also set to cash in amid Israel’s war on Gaza.

The company has long had a revolving door with former government officials and one of its non-executive directors is Sir Mark Sedwill, who served as the UK’s national security adviser from 2017-20. Former CIA chief, Gina Haspel, sits on the board of BAE’s US subsidiary.

BAE Systems builds ships, submarines and fighter jets, and has reportedly **booked** £10bn in orders since the end of June, “taking its total for the year so far to more than £30bn”.

The company **manufactures** key parts for Israel’s F-35 fighter jets, described as a “stealth combat” aircraft and “the most lethal...fighter jet in the world”. Israel is the only country in the Middle East to possess F-35 warplanes.

Around 15% of the F-35’s components are made in the UK **including** the rear fuselage, tail parts, and electronics.

Over recent weeks, Israeli forces have been using F-35 jets to undertake strikes on Gaza.

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UK ARMS ISRAEL AS IT BOMBARDS GAZA

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In November, the Israeli military's Chief of Staff, Lieutenant General Herzl Halevi, **visited** its air force fleet of F-35 jets and declared that Israel "knows how to reach anywhere in the Middle East. We are already a month into the war, hitting Hamas very, very hard..., destroying Hamas' infrastructure in Gaza".

He **added** that the F-35s carry "very heavy munitions" and provide "a very good connection between what the [ground] force needs and what the plane knows to give".

The Israel Defence Forces **boast** that the F-35 can hold up to 8.16 tons of ammunition – the equivalent of 4.5 African elephants.

Share price

BAE Systems' share price **rose** in July 2023 following an Israeli order to expand its F-35 fleet to 75 jets – an increase of 50%. The total **value** of the F-35 contracts to BAE Systems since 2010 may be in excess of £1bn.

Amid the war on Gaza, BAE Systems' share price rose again, with investors anticipating a gold rush for arms firms supplying Israel with advanced military technology.

By 16 November 2023, the company's stock price was up by around 9% compared with 6 October – the day before Hamas militants attacked Israel.

The F-35 parts are **sold** to Israel through open licences, a system which allows Britain to transfer unlimited and

unspecified quantities of military items to buyers abroad. The UK government has granted 57 such licences to Israel over the past eight years, with ten of those issued in 2022.

The UK government **justifies** the continued sale of arms to Israel by claiming that Israel “has made it clear that it will abide by international humanitarian law”, adding that Britain “has the toughest arms regulations anywhere in the world”.

MPs' shares

A number of parliamentarians are also likely to reap the benefits of Britain’s expanding commercial interests in Israel.

It has been **reported** that six Conservative MPs have shares or close family members with shares in BP – David Duguid, Victoria Prentis, Desmond Swayne, Harriett Baldwin, Bob Blackman, and Diana Johnson.

Five of those MPs **voted** against the parliamentary motion for a ceasefire in Gaza while Johnson abstained, raising questions regarding conflicts of interests.

Two MPs – Jesse Norman and Christopher Chope – **reportedly** have shares in BAE Systems. Both voted against a ceasefire in Gaza.

Other British companies may profit from Israel’s war on Gaza.

As War on Want **found** in 2022, British financial institutions such as Barclays hold significant shares in “companies whose weapons, components, and military technology have been used in unlawful violence against Palestinians”, such as BAE Systems and Boeing.

All seven Conservative MPs who reportedly have **shares** in Barclays – Chope, Robert Goodwill, Jonathan Djanogly, Heather Wheeler, Ian Levy, David Evennett, and Steve Double – also voted against a ceasefire.

TAGGED: BAE Systems BP Israel Palestine

UK: Hundreds protest outside BAE Systems factories demanding end to its arming of 'Israel's murderous war machine', as bombardment on Gaza continues

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"Hundreds protest outside defence factories against arms being sent to Israel", 7 December 2023

Hundreds of campaigners across the UK have gathered outside several defence factories to protest against arms being sent to Israel.

Workers for a Free Palestine...said it had blockaded sites in Bournemouth, Glasgow, Brighton and Lancashire, some of which are operated by defence giant [BAE Systems](#).

Demonstrators want BAE systems and other companies to cut ties with [Israel](#) and stop supplying it with any weapons...

Many of the BAE factories targeted...are said to be involved in the supply of parts for F-35 fighter aircraft, which the group says is being used in Israel's bombardment of Gaza.

Jenny, a spokeswoman for the Workers for a Free Palestine group...said: "The fighter jets these factories help to produce are being used to imprison the people of Gaza in a death trap..."

She added campaigners will not stop until factories stop supporting "Israel's murderous war machine".

They claim that BAE systems produces components for weapons sold to Israel, such as the F-35 and the Mk 38 Mod 2 machine gun system.

A spokesperson for BAE Systems said it was "horrified" by the situation in Israel and Gaza and it's "devastating impact" on civilians in the region.

"We operate under the tightest regulations and comply fully with all applicable defence export controls, which are subject to ongoing assessment", the spokesperson added.

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Dock workers in Piraeus stopped a truck from North Macedonia carrying ammunition bound for Israel from entering the port, saying they will not allow the port to become a transit point for weapons of war.

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Greece: Dock workers prevent ammunition being loaded for Israel

Article 18 Oct 2024

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INVESTIGATIONS:



U.K. IS TRAINING ISRAELI MILITARY IN BRITAIN

Amid the genocide in Gaza, the UK's Ministry of Defence is hosting six Israeli armed forces personnel and providing "defence-led training courses".

MARK CURTIS

12 FEBRUARY 2024



Israel's military operation is under investigation for genocide.
(Photo: IDF)

Britain is providing training to Israeli military officers in the UK, the government has admitted.

“Israel is represented by Armed Forces personnel in its Embassy in the UK, and as participants in UK defence-led training courses”, defence minister James Heappey has **told** parliament.

“There are currently six Israeli Armed Forces officers posted in the UK”, he added, in response to a written question by Alba MP Kenny MacAskill.

The number of Palestinians killed by the Israeli military in Gaza is now believed to be over 28,000.

The UK government has **admitted** that nine Israeli military aircraft have landed in Britain since the Hamas attacks of 7 October. The Ministry of Defence (MoD) has refused to say what those planes are carrying or what they are doing.

The Royal Air Force has sent 48 military aircraft to Israel since it began bombing Gaza. *Declassified* has further found that Britain has conducted 65 spy missions over Gaza from its vast military and intelligence base on Cyprus.

Almost none of this extent of UK military support for Israel is being reported in the British national media.

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UK ADMITS NINE ISRAELI MILITARY PLANES HAVE VISITED BRITAIN SINCE...

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‘Ongoing training’

The MoD’s answer to parliament did not say which courses Israeli armed forces are currently attending in Britain.

Last year the MoD **admitted** its training of Israeli military personnel included defence medical training, “organisational design and concepts” and “defence education”.

It has refused to publish the military agreement it signed with Israel in 2020. But it **said** the accord “enshrines ongoing joint training and exercises” contributing to “strengthening military ties”.

Military training and joint exercises have been a **key part** of the deepening relationship between the two countries’ armed forces in recent years.

In 2019, the Israel air force undertook its first-ever deployment of fighter jets to Britain. Israeli F-15 warplanes took part in a joint combat exercise with the RAF, as well as aircraft from the German and Italian air forces.

Such warplanes have been ruthlessly bombing Gaza for several months.

The UK is also believed to have military officers stationed in Israel, though details are unclear.

In 2022, the MoD **said** it had four military personnel in Israel based in the British embassy in Tel Aviv. They were said to “carry out key activities in Defence Engagement and Diplomacy” but not military training.

However, “periodically additional UK personnel visit Israel for training, exercises and engagement purposes”, it added

TAGGED: [Israel](#) [Israeli Training](#)

ABOUT THE AUTHOR

Mark Curtis is the co-director of Declassified UK, and the author of five books and many articles on UK foreign policy.

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Pro-Palestinian protesters spray red paint on Ministry of Defence

🕒 10 April 2024

Israel-Gaza war



PA MEDIA

By Chas Geiger

Political reporter

Five people have arrested after pro-Palestinian protesters sprayed red paint on the walls of the Ministry of Defence (MoD) in central London.

Youth Demand and Palestine Action, who staged a protest outside Labour leader Sir Keir Starmer's home on Tuesday, said they were behind the action.

They would no longer accept the UK helping to arm Israel, the groups said.

Defence Secretary Grant Shapps said the Armed Forces "can't and won't be intimidated".

In a post on X, formerly Twitter, he said those inside the MoD "stand up to dictators & terrorists every day - patriots, many of whom put their lives at risk to protect us all".

He described the protesters as "the opposite, cowardly criminals".

Three deny offences after protest at Starmer's home

£31m package announced to boost MPs' safety

MP says 'we are not fair game' after protest at home

The Metropolitan Police said it and British Transport Police made the arrests on suspicion of criminal damage.

Scotland Yard said it would "never tolerate people causing criminal damage to buildings under the guise of protest".

In a video posted on X, a number of demonstrators can be seen spraying the paint over the walls of the MoD in Whitehall before displaying a banner reading "Youth demand an end to genocide".

Youth Demand and Palestine Action said they were demanding that both the Conservative and Labour parties pledge to impose a ban on buying arms from, or selling arms to, Israel.

The groups have also called for an end to all future licensing for the exploration, development and production of fossil fuels in the UK, including a revoking of oil and gas licences issued since 2021.

Youth Demand said: "Young people will not accept the future those in charge have in store for us.

"We will not die quietly whilst our leaders commit us to a future of suffering and mass death. Young people are coming together to fight back."

In a protest involving the group on Monday, Labour's headquarters in London were sprayed with red paint.

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INVESTIGATIONS:



ISRAEL'S WAR MACHINE CAN BE STOPPED. HERE'S HOW

Profits have plummeted at an Israeli arms firm targeted by Palestine Action.

HUDA AMMORI

15 OCTOBER 2024



Activists on the roof of the UAV Engines factory in 2021. (Photo: Vladimir Morozov / Alamy)

Israel's largest arms firm Elbit Systems is finally losing money at its drone engine factory near Birmingham, England.

This follows years of campaigning by Palestine Action, a group I co-founded in 2020.

Back then, Elbit's subsidiary UAV Engines was making millions of pounds in profit with an £11m turnover.

That was until we showed up. Palestine Action has staged over 20 protests at the firm's factory in Shenstone, blockading the gates, occupying the roof and smashing up equipment.

We did this because Elbit makes 85% of Israel's drone fleet terrorising Gaza, including the Hermes armed drones from which even British aid workers are not safe.

And although UAV Engines claim that it produces components solely for the British army, trade licence **data** shows it exports drone parts to Israel.

For decades this business, which Elbit turned from a motorbike manufacturer to an arms firm in the mid-1990s, has been consistently profitable.

But its latest accounts show the company is now in the red. From a £2.5m operating profit in 2019 before we launched, UAV Engines had a £460,000 loss by the end of 2023.

Rising security costs

The drop in profits could be due to all the extra security hired by UAV Engines to protect its Shenstone site.

I was personally involved in Palestine Action's first occupation of the factory. At that time, there was one security guard on shift from 6am to 6pm.

Since then, the actions have multiplied at the site and so has the damage. In response, the factory steadily increased the amount of barbed wire, security cameras, barriers and guards.

All that costs money.

Not only did they change the number of guards, they also upgraded their calibre. By 2022, there were six full time security guards, most of whom were ex-military.

They wore balaclavas 24/7 and seemed to have little hesitation using disproportionate force against protestors.

Higher security costs could be reflected in the accounts under increased “administrative expenses” of approximately £1m.

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SUCCESS IN DISRUPTING ISRAEL'S WAR MACHINE

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Sustained disruption

Turnover has also slumped by more than a third to £7m in the last year. This could signal fewer orders, the end of long-term contracts or difficulties fulfilling existing obligations.

The main element of our direct action strategy is to cause sustained disruption to the target, which can even cause factories to close while they are repaired.

As the date of any protest is known only to those taking part, it's impossible for the company to plan around the disruption.

No doubt this leads to rescheduled deliveries, increased production time and ultimately delays in fulfilling contracts for their military customers.

You may be forgiven if you're an online boutique for sending an order out a couple of days late, but for the defence industry the repercussions can be very costly.

As Elbit's CEO Martin Fausset said in a **podcast** in 2023, "The culture in the UK is if you're one day late, you might as well be six months late. It's equally unacceptable. So that understanding is something we have to be very careful with."

Low morale

Our consistent direct action has been matched with regular pickets, blockades and disruptive marches by the local community.

Protestors often chant "your wages are covered in Palestinian blood", making it impossible for Elbit's workers to avoid the wider public's view of their deadly business.

This probably reduces staff morale, and in turn their productivity.

Our campaigning could also have distracted the company's leadership, forcing managers to spend time defending Elbit's image.

While previously they would offer no comment to the press, the firm now writes letters to the community, briefs against Palestine Action and has invited a local journalist to tour the factory.

This has made little difference to the public's perception, but will have taken up valuable time.

Elite KL

With its falling profits and turnover, UAV Engines is on the same trajectory as a former Elbit subsidiary, Elite KL, which they **sold** in March.

It made parts for Israeli military tanks, until Palestine Action intervened.

Regular roof top occupations at Elite KL's factory across 2021-22 led to significant disruption and damages.

One action saw the **roof tiles** ripped off one by one, and by the time the activists were taken down, rain began to destroy the contents inside the arms factory.

Due to the direct action against Elite KL, the company closed their production for a few months to rebuild the site with the highest security protocols.

Fencing was built across the premises, shutters were placed on the windows and the roof was rebuilt.

The security costs reflected an increase of administrative expenses by nearly £700,000 and a 77% reduction in profits.

Ultimately, the poor financial position led to Elbit Systems UK selling off the subsidiary.

The new owners of the firm stopped all production of parts for Israeli tanks and instead focused on making parts for public transport.

There's a reason for the phrase 'direct action gets the goods' and that's because it's true.

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WHY I RISKED PRISON TO SHUT ELBIT DOWN

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Sacrifice

Hitting Elbit where it hurts – in their balance sheet – requires sacrifice by the activists who embark on direct action.

Occupations are followed by arrests, **court cases** and sometimes, prison.

Currently, there are sixteen Palestine Action members in jail across England and Scotland.

Among them are six who rammed a van into an Elbit site near Bristol. Once inside, they dismantled weapons, including the same model of quadcopter drones used by the Israeli military.

The action allegedly cost Elbit over £1m in damages.

And despite what you may hear in the media from pro-Israel politicians – like former trade secretary **Kemi Badenoch** who recently met Elbit in Tel Aviv – the public often supports what we do.

Last month, a jury in Bradford **refused** to convict four of our group for causing hundreds of thousands of pounds worth of damage to an arms factory.

Many, including myself, choose to embrace the sacrifice we make towards Palestinian liberation.

After all, it pales in comparison to the consequences Elbit's weaponry has for the Palestinian people.

This content was published prior to the proscription of Palestine Action on 4th July 2025. It was not an expression of support, nor does it invite support, for a proscribed organisation.

TAGGED: **Israel** **Palestine**

ABOUT THE AUTHOR

Huda Ammori is a co-founder of the direct-action network, Palestine Action, and has conducted extensive research and campaigns targeting British complicity with Israeli apartheid.

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Britain / 25 November 2024

Palestine Action activists blockade UAV Engines



M Activists blockade the UAV Engines site [Martin Pope]



PALESTINE ACTION activists defied police repression today and continued their relentless campaign against a drone factory operated by Israel's largest arms firm.

Activists locked themselves onto the gates in front of UAV Engines in Shenstone, Staffordshire, to prevent the production of drone engines.

The firm is a subsidiary of Elbit Systems, a major supplier to the Israel Defence Forces.

Parts made by the firms have been linked to Israel's onslaught in Gaza, including the murder of seven aid workers in April.

Palestine Action said: "These activists have made clear in Staffordshire today: Elbit are the criminals. Those resisting Elbit's role in genocide will not relent."

UAV Engines reported its first-ever operating loss last year, with activists attributing it to the group's relentless campaign.

The protest follows counter-terrorism police raiding and arresting 10 more activists from the group last week.

Currently there are 22 Palestine Action political prisoners detained in Britain.



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INVESTIGATIONS:



HOW ONE BRITISH BUSINESS COULD STOP ISRAELI JETS BOMBING GAZA

UK-made ejection seats are in the cockpit of most Western fighter jets, including Israel's air force.

PHIL MILLER

14 DECEMBER 2023



Israel receives its first F-35 jet at Nevatim air base. (Photo: US Embassy)

Ten miles away from Heathrow airport, slotted between a golf club and the M25, lies a family business that's been running for almost a century. In many ways, Martin-Baker is a British engineering success story, making £72m profit last year.

Its speciality, ejection seats, can be found in the cockpits of most Western fighter jets, serviced by a thousand staff at sites across the world. "The sun never sets on Martin-Baker," its website muses, in a nod to the former British Empire.

Outside the company's HQ in Buckinghamshire, an electronic screen keeps a tally of how many pilots have safely ejected from its seats. "Lives saved to date: 7715", it boasts. Yet less well publicised is how many lives the company is likely to have endangered.

That question is particularly poignant now, because the company supplies seats to Israel's air force, which is pummeling Gaza with genocidal intensity. Israeli spokesman Eylon Levy, who studied at Oxford and Cambridge Universities, says the air force has hit more than 22,000 targets in the narrow coastal strip – exceeding the number America used in an entire year of operations in Afghanistan.

More than 10,000 children have died in Israel's bombardment, according to the Euro-Med Human Rights Monitor, a rate without precedent in modern warfare. The frequency of such sorties means the aircraft involved are guzzling through inventories of spare parts, as engineers race to service the jets that are more complex than F1 cars.

The jewel in the crown of Israel's air force are several dozen state-of-the-art F-35s, made by US arms giant Lockheed Martin and a myriad of subcontractors. Crucial to their continued operation will be the ejection seats with their explosive cartridges.

Martin-Baker's stand at an arms fair in London. (Photo: Phil Miller / DCUK)

The Pentagon, which hugely subsidises Israel's military, handed Martin-Baker a **contract** to provide these cartridges last September, of which around half a million dollars was to cover work with Israel.

Such a safety feature has proved surprisingly temperamental, and had war broken out last summer these planes might have missed out. Its squadron was **grounded** for a week in August 2022 due to a problem with the ejection cartridges.

The fault, which was first found in the US, centred on Martin-Baker's part of the plane. The firm said the error was "traced back to a gap in the manufacturing process, which was addressed and changed."

Although the incident was swiftly **resolved**, it highlighted the fragility of the plane's supply chain, which involves at least 79 companies in Britain, who between them **ensure** "15 percent of the value of every F-35 is made in the UK".

Martin-Baker has at least one engineer based around Nevatim air base, where Israel stations its F-35s and the UK military has

sent a cargo flight in recent weeks.

Other manufacturers are scattered across the US and Europe, providing activists and lawyers in different jurisdictions with potential avenues to halt supplies reaching Israel. The Dutch affiliate of Oxfam has filed a lawsuit in the Netherlands, where NATO has an F-35 regional supply hub, in a bid to stop spare parts bound for Tel Aviv.

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THE UK COMPANIES ARMING – AND THE PEOPLE RESISTING –...

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Success could hinge on whether Dutch officials can prove the arms exports will not fuel war crimes in Gaza. A similar dilemma faced British authorities two decades ago, when the UK implemented an embargo on key **components** for Israel's military. It included parts for ejection seats on Israel's 140 F-4 **Phantom** jets, which were only available from Martin Baker.

A repeat of such a principled stance seems unlikely from Rishi Sunak's government, which has pledged unequivocal support for Israel. Defence secretary Grant Shapps would probably want to be even more deeply involved.

He told **parliament** last week: "We have provided no offensive military weapons to Israel during this conflict, and in fact our exports to Israel on military grounds are actually quite low, I think a figure of something like £48 million last year, which is not a very significant amount of money."

Britain would, he said, “only be providing defensive materials, or materials which might help with the recovery of hostages,” during the conflict in Gaza. As Shapps views the airstrikes on Hamas as Israeli self-defence – however many civilians are hit – then components for the F-35 are likely to keep flowing.

Indeed, to halt the trade would be to snub one of Britain’s most privileged industries. Martin-Baker and Israeli arms firms all exhibited at the UK-government sponsored DSEI **arms fair** that was held in London a month before the latest war in Gaza began. Danny Gold, an Israeli general in charge of research and development, was a keynote speaker.

General Gold gushed about how Israel could send swarms of drones over an urban area which “sense the enemy, expose the enemy, connected to layers of other European fighter aircraft” and drew on “of course a lot of AI” for their target acquisition.

The Israeli military’s experimental use of artificial intelligence is key to its system of *Habsora*, (“The Gospel”), which automatically generates targets faster than was humanly possible. A former Israeli intelligence officer told the magazine **+972** that this AI system has turned Gaza into a “mass assassination factory.”

Martin-Baker did not respond to a request for comment from *Declassified* as to whether it had any concerns about supplying

goods or services to Israel's air force, in light of the situation in Gaza.

However when *Declassified* met its representative Tony Gaunt at DSEI, he was relaxed about the company's ejector seats ending up in Saudi aircraft, which have also been blamed for killing **children**. "We sell to BAE Systems who provide it [to Saudi]. So they then determine the end user," he said cheerfully. The ejection seats, which cost upwards from £150,000 each, were "a very cool product".

A growing number of British people appear to differ. Last week, four factories in the UK were blocked by protesters, in most cases because they supplied parts for the F-35. Martin-Baker escaped their ire this time, but its sleepy site in Buckinghamshire may not always be ignored.

TAGGED: [Arming Israel](#) [Israel](#) [Palestine](#)

ABOUT THE AUTHOR

Phil Miller is the editor of Declassified UK. He is the author of *Keenie Meenie: The British Mercenaries Who Got Away With War Crimes*.

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Protestors accuse Martin Baker of 'supporting genocide'

1ST MARCH 2024 ISRAEL HAMAS WAR BUSINESS MILITARY BUCKINGHAMSHIRE



By Eleanor Burleigh

Digital reporter

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Protestors have staged a second demonstration outside the gates of a Buckinghamshire company that supplied explosive cartridges to the Israeli military.



Pro-Palestinian protestors gathered for the second time outside the Martin-Baker factory in Denham this morning, Friday, March 1.

They previously gathered outside the factory on January 24 following news that the family-run company supplied explosive ejector seat cartridges to the Israeli air force ahead of its ongoing bombardment of Gaza.

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INVESTIGATIONS:



UK EXPORTED PARTS FOR ISRAELI AIR FORCE AFTER SUSPENDING ARMS SALES

Exclusive: Cargo documents show how British-made aircraft components were shipped to Israel last month.

JOHN MCEVOY

13 NOVEMBER 2024



Israeli air force pilots learn to fly in T-6 planes. (Photo: Nir Ben-Yosef / Alamy)

- **Arms firm says it sent equipment to Israel for military training aircraft**
- **Business department confirms loophole in arms trade law even allows F-35 fighter jet exports to Tel Aviv**

*Reported in partnership with Irish news site **The Ditch***

Britain has continued exporting components for use by the Israeli air force (IAF) because of gaps in the government's restrictions on arms sales, it can be revealed.

At least two shipments of parts for IAF planes have been dispatched from Britain since September, when Labour suspended some arms export licences due to human rights concerns.

The information is contained within cargo documents reviewed by **The Ditch** and *Declassified*.

The documents show how items were dispatched by UK-based engineering firm Martin-Baker to an Elbit Systems factory in Karmiel, Israel, in October.

Martin-Baker specialises in ejection seats, which are **found** in military planes across the West, including in the cockpit of the IAF's T-6 training fleet.

These aircraft are maintained by Elbit – Israel's largest arms firm – under a **\$38m** contract.

The revelation shows how British arms exports are continuing to support the IAF – a key player in Israel's genocidal campaign in Gaza – because Labour has not implemented a complete embargo.

Emily Apple, a spokesperson for Campaign Against Arms Trade, told *Declassified*: "The current arms suspension is a farce. This government is making up the rules as it goes, making a mockery of international law and prioritising the profits of arms dealers over Palestinian lives."

“There can be no excuses and no exceptions. The UK must impose an immediate, full, two-way arms embargo”.

Martin-Baker

The two shipments from Britain to Israel were both sent on 15 October 2024.

According to the cargo documents, the registered sender was the Martin-Baker Aircraft Co Ltd headquarters in Uxbridge, located just outside of London.

Cargo documents suggest that another shipment – an import – was made on 9 September to the Martin-Baker headquarters from Nevatim airbase, which hosts Israel’s squadrons of F-35 fighter jets.

Martin-Baker manufactures ejection seat components used in F-35s. These are Israel’s most advanced fighter jets and are linked to attacks on civilians in Gaza and Lebanon.

A Martin-Baker representative told *Declassified* that he did not recognise the shipment from Nevatim.

He said that the components delivered directly to Israel were for use in training aircraft and not for the F-35s.

This would be in line with UK foreign secretary David Lammy’s **announcement** of 2 September on arms restrictions to Israel.

Lammy told parliament that “trainer aircraft” were not included in arms suspensions since they were not “assessed... for military use in the current conflict”.

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‘Near-fatal’

The documents nonetheless demonstrate how Britain is continuing to assist the IAF, one of the key Israeli forces engaging in war crimes and crimes against humanity in Gaza.

The UN’s special rapporteur on adequate housing, Balakrishnan Rajagopal, **said** in March that “more than 70 per cent of all housing stock in Gaza, and more than 80 per cent in parts of [the] northern region have been damaged or destroyed”.

The IAF has also been responsible for attacks on British nationals.

On 18 January, Israeli jets **bombed** a residential compound in Gaza housing the Emergency Medical Team of Medical Aid for Palestinians (MAP), a British charity, as well as the US-based International Rescue Committee, which is run by former UK foreign secretary David Miliband.

Four British doctors were **injured** in the airstrike, alongside MAP staff members and a bodyguard. MAP **described** the attack as “near-fatal”, causing “significant damage to the building”, and requiring the “withdrawal of the six international members”.

Starmer’s arms suspensions

The Labour government **suspended** 30 out of 350 arms export licences to Israel in early September, citing concerns over violations of international humanitarian law.

British components for the multinational F-35 joint strike fighter programme were excluded from the decision, except when going directly to Israel. Over 15% of each plane is manufactured in the UK.

“The effects of suspending all licences for the F-35 programme would undermine the global F-35 supply chain that is vital for the security of the UK, our allies, and NATO”, Lammy said.

However, the Department for Business and Trade quietly **caveated** these restrictions by affirming that F-35 components could be exported to Israel as long as the “software or technology will be re-exported to” another country in the F-35 programme.

The UK government thus left open the possibility that F-35 components could be sent to a third country and exported onwards to Israel, or sent directly to Israel and exported onwards to a third country.

When asked by *Declassified* about the recent shipments, a spokesperson for Britain’s business department did not dispute that F-35 components could have been shipped directly to Israel.

They specifically pointed *Declassified* to the section of the new export regulations regarding onward export.

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F-35 COMPONENTS SENT TO ISRAEL FROM ROYAL AIR FORCE BASE

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‘Massive loopholes’

However, it is unclear if the UK government has any **mechanism** in place to monitor whether items are actually being exported onwards, and not being used by the Israeli armed forces.

This indicates that there is a loophole in Britain’s arms exports guidelines, largely unnoticed by the UK press, which could be open to manipulation by the Israeli armed forces.

Emily Apple from Campaign Against Arms Trade commented: “These revelations show clearly that the Labour government is still complicit in Israel’s genocide in Gaza.

“Despite the government admitting that Israel has used F-35s to commit war crimes, it has provided massive loopholes, with zero accountability, to allow companies to continue exporting components.

“Due to the lack of transparency in UK arms exports, there is no accountability in this system, and therefore no guarantees that this equipment won’t be used by the Israeli military to commit atrocities in Gaza”.

The government’s carve-out for F-35 exports is set to be **challenged** at the High Court on Monday by Palestinian human rights group Al-Haq and the Global Legal Action Network.

TAGGED: [Israel](#) [Palestine](#)

ABOUT THE AUTHOR

John McEvoy is Chief Reporter for Declassified UK. John is an historian and filmmaker whose work focuses on British foreign policy and Latin America. His PhD was on Britain's Secret Wars in Colombia between 1948 and 2009, and he is currently working on a documentary about Britain's role in the rise of Augusto Pinochet.

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Ejection seat firm targeted by pro-Palestine group



GOOGLE

Police said criminal damage was carried out on Wednesday morning and are appealing for witnesses

Louise Parry

BBC News, Buckinghamshire

31 January 2025

Pro-Palestine activists have admitted breaking into and damaging the headquarters of a company that makes aircraft ejection seats.

Palestine Action claimed Buckinghamshire-based aircraft firm Martin-Baker was "known to supply ejection seats for Israel's F-35 fighter jets".

Thames Valley Police said two people wearing dark clothing and face coverings used a hammer, crowbar and spray paint to damage a building in the early hours of Wednesday.

Martin-Baker, which is in Denham, has been contacted for comment.

Israel and the Palestinians: History of the conflict explained

What is Hamas and why is it fighting with Israel in Gaza?

Palestine Action said it smashed office windows with hammers and painted the building red.

Thames Valley Police has appealed for witnesses and information about the incident at Martin-Baker.

Det Con Ben Flaherty said: "We take incidents of criminal damage seriously."

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12 November 2024

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INSTRO PRECISION: THE UK ARMS FIRM SENDING TARGETING GEAR TO ISRAEL

Exclusive: Shipping documents expose how Instro Precision has been sending military items to Israel amid the Gaza genocide.

JOHN MCEVOY

8 MAY 2025



Palestine Action break into an Instro Precision factory.
(Screengrab: Palestine Action)

Last June, activists from Palestine Action stormed a weapons factory in Kent, breaking through the security perimeter and allegedly causing over £1 million worth of damage.

Instro Precision, a subsidiary of Israel's largest arms firm Elbit Systems, had been hit hard.

The company **produces** equipment which helps troops and vehicles to select targets. It has received scores of export licences to Israel, leading activists to believe its products have been used in ground operations in Gaza.

Ten activists were charged for ordinary criminal offences following the action. Yet they appeared to be vindicated when, two days after the action in Kent, an Instro Precision arms export licence to Israel was stopped by the government.

Palestine Action's Huda Ammori told *Declassified*: "The Instro10 managed to stop an export of arms to Israel, potentially saving lives in Palestine."

But last week, the Crown Prosecution Service (CPS) took a very different view, and suddenly alleged there was also a "terrorism connection" under Section 69 of the Sentencing Act.

Ammori reacted defiantly: "The public know full well that the real crimes being perpetrated are occupation, apartheid, and genocide".

New evidence reviewed exclusively by *Declassified* and **The Ditch** appears to vindicate her position, as cargo documents now confirm Instro Precision has been shipping targeting equipment to Israel amid the Gaza genocide.

The data shows how the company sent military tripods, tripod support systems, radar kits, and aerial reflectors to Elbit factories in Israel between November 2023 and May 2025.

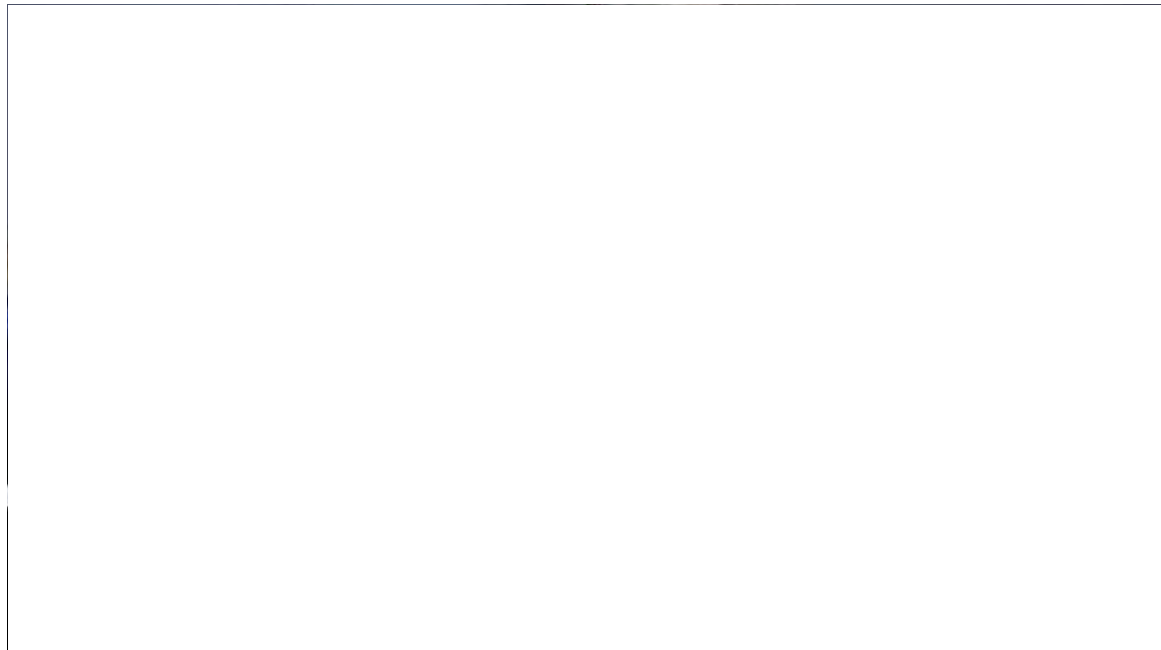
These items can be used by soldiers to select and eliminate targets.

All of the goods were transported via Heathrow Airport to Tel Aviv on flights operated by El Al, Israel's main airline.

Four of the shipments occurred last month, showing how targeting equipment is being shipped to Israel even after the Labour government's arms restrictions last September.

Ammori told *Declassified*: "This appears to be direct proof that Israel's biggest weapons firm is using its British sites to fuel the genocide in Gaza. When our government fails to act, it's a moral imperative for citizens to take direct action to stop Israel's military supply chain themselves".

Instro Precision was approached for comment.



Instro Precision

Eight of the shipments from Instro Precision were sent to Elbit's Elisra site in Holon, while the ninth was transported to another Elbit site in Karmiel, Israel.

Elisra **manufactures** "comprehensive solutions in the electromagnetic spectrum domain" for "electronic warfare (EW), spectrum control, communications, and Signal Intelligence".

The first shipment, dispatched on 30 November 2023, contained two groundmaster tripods with a combined weight of 145kg.

The applications of this tripod, according to Instro Precision, **include** “multifunction motorised surveillance platform support”, “dismounted radar support”, “thermal camera/night vision systems”, and “long-range observation posts”.

The next three shipments, sent in December 2023, were for “tripod support and parts” and “spare parts”, with a massive combined weight of at least 1.8 tonnes.

Tripods manufactured by Instro Precision are **designed** to “minimise burden on the soldier” and are “easily deployable even on rough terrain”. They can carry payloads of over 250kg and mount radar systems for “precision targeting”.

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ISRAEL'S KILLER DRONES POWERED WITH UK ENGINES

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‘Radar kits’

Four other shipments were sent from Instro Precision to Israel last month.

Three of those were for “tripod support systems” while the fourth was for “radar kits”, likely meaning portable radar

systems used by military forces to detect and track targets for elimination.

Another shipment of “aerial reflectors and parts” was sent from Instro Precision to Elbit’s Elisra site this week, weighing 55kg. Aerial reflectors are components of radar systems, and have been **listed** by the UK government as “goods of strategic concern”.

It is difficult to see how these shipments square with Britain’s arms restrictions on Israel, which were announced by the Labour government in September 2024.

That month, UK foreign secretary David Lammy told parliament that “around 30” arms export licences had been revoked for “components which go into military aircraft, including fighter aircraft, helicopters and drones”.

The restrictions also covered “items which facilitate ground targeting”, with Britain’s strategic export guidance specifically listing “target acquisition, weapon control and countermeasure systems” as controlled items.

Remarkably, however, the shipping documents indicate that Instro Precision did not require an export licence to ship targeting equipment to Israel over recent weeks. They are marked with the acronym “NLR”, meaning No Licence Required.

A spokesperson for Britain’s department for business and trade told *Declassified*: “In September we suspended certain export licences to Israel for military items that could be used by Israel in military operations in Gaza...

“The need for an export licence for military goods is set out in the Export Control Order 2008, and all licence applications are rigorously assessed on a case-by-case basis against our strict Strategic Export Licencing Criteria”.

To this end, Instro Precision’s shipments to Israel raise further questions about how strict Britain’s export controls really are.

Last month, *Declassified* **revealed** how UK firm RCV Engines is supplying engines for Israel's new killer quadcopters without apparently needing any export licence.

And earlier this week, a major **report** by the Palestinian Youth Movement, Progressive International, and Workers for a Free Palestine exposed how thousands of military goods have been sent from Britain to Israel since Labour's arms suspensions.

This content was published prior to the proscription of Palestine Action on 4th July 2025. It was not an expression of support, nor does it invite support, for a proscribed organisation.

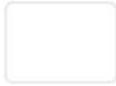
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John McEvoy is Chief Reporter for Declassified UK. John is an historian and filmmaker whose work focuses on British foreign policy and Latin America. His PhD was on Britain's Secret Wars in Colombia between 1948 and 2009, and he is currently working on a documentary about Britain's role in the rise of Augusto Pinochet.

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FREEDOM



Palestine activists target arms company landlords

News, May 29th

Discovery Park Ltd “profit from mass murder” in Gaza by leasing to Instro Precision, say protesters

~ *Scott Harris* ~

Palestine Action says its activists early this morning (May 29) targeted the registered London address of Discovery Park Ltd, landlords of the Instro Precision weapons factory in Kent. The front windows were smashed and the premises were covered in red paint “to demonstrate against the company’s involvement in arming the Gaza genocide”, said the group in a press release.

Instro Precision is owned by Elbit Systems, Israel's largest weapons company against which the group has repeatedly taken direct action. It produces **targeting gear** including SpectroXR imaging systems for Israel's **Skylark drones**. Thousands of the 'XACT' **weapons sights** systems manufactured by Instro have been delivered to the Israeli military.



According to recent FOI disclosures, Instro Precision was granted over a dozen weapons **export licenses** for the shipment of arms to Israel in 2024.

“We will not allow companies on our doorstep to profit from mass murder. Discovery Park must evict Elbit, or expect Palestine Action”, said the group.

Photos: Direct Action Images

TAGS:

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INVESTIGATIONS:



BRITISH FIRM SENT OVER 1,000 AMMO BOXES TO ISRAEL

Exclusive: UK-made munitions containers have been shipped to Israel's largest arms firm amid the Gaza genocide, it can be revealed.

JOHN MCEVOY

9 JUNE 2025



Israeli soldiers prepare ammunition at a staging area near Gaza.
(Photo: Leo Correa / Alamy)

A British company has sent over 1,000 munitions containers to Israel amid the Gaza genocide, raising concerns about UK arms export controls.

The information is contained within shipping documents reviewed exclusively by *Declassified* and *The Ditch*.

The documents show how Permoid Industries, an engineering firm in Durham, has sent 16 shipments of “storage containers” weighing over 100 tonnes to Elbit Systems in Israel since October 2023.

Permoid declined to comment but did not deny that the cases were designed to carry weapons. Its website says the firm **produces** “a wide range of ammunition containers”, which are suited for “belted ammunition, cartridge, mortar and shell munitions” including 155mm artillery shells.

Most of the shipments were sent to Elbit Systems Land in Ramat Hasharon near Tel Aviv, which **produces** a range of armaments for the IDF such as 155mm and 122mm mortar shells.

Elbit Systems **supplies** up to 85 percent of the Israel Defence Forces’ (IDF) land-based military equipment and drones.

The revelation raises the prospect that Permoid’s containers are being used to facilitate war crimes and crimes against humanity in Gaza, pointing to more serious loopholes in Britain’s arms export regulations.

Declassified has previously revealed that **drone engines** and **tripods** for mounting weapons have been exempted from UK trade sanctions on Israel.

Former British soldier Joe Glenton, who works for campaign group **ForcesWatch**, told *Declassified*: “In recent weeks we’ve seen a major turn in the language used by the Labour government over Israel’s assault on Gaza. The hard fact, however, remains that British firms are still provisioning a genocide.

“Ultimately the rhetorical shift means absolutely nothing unless it is matched with an immediate and total ban on arms sales to Israel accompanied by a withering regime of sanctions”.

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INSTRO PRECISION: THE UK ARMS FIRM SENDING TARGETING GEAR TO...

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Elbit

Elbit’s factory in Ramat Hasharon is **involved** in the “design and manufacture of land-based systems and products for armored and other military vehicles, artillery and mortar systems”.

The company has been one of the key suppliers of mortars for Israeli forces engaged in ground operations in Gaza over the past 20 months.

Last year, Elbit’s Ramat Hasharon site was **granted** an exemption from heavy fines by the Israel Lands Authority so that it could continue to produce artillery shells for the IDF.

“The defence establishment views the continuation of Elbit’s production activity in Ramat Hasharon... as a means to accelerate the IDF’s armament process” in light of “the ongoing war and the need to replenish its stocks”, the Israeli media **reported**.

The IDF has tested and **deployed** several mortar systems in Gaza since October 2023 including the Elbit-made Iron Sting

system, which boasts a range of 1-12km.

Permoid's 1,080 containers

The shipping documents show how Permoid Industries has supplied at least 920 ammunition containers to Elbit's Ramat Hasharon factory between October 2023 and April 2025.

360 of those items were sent in April 2025, as Israel escalated its siege, war of starvation, and military offensive in Gaza.

A further 160 cases were sent to Elbit's Advanced Technology Centre in Haifa in December 2023, two months after the Gaza bombing began.

They were transported on cargo ships to the port of Ashdod, Israel, often using **controversial** Israeli shipping company Zim.

Declassified has estimated that the combined weight of these shipments is over 135 tonnes, which is the equivalent of 67 cars.

Britain's department for business and trade told *Declassified*: "We have a robust licensing regime in place for exports of controlled goods and have suspended all licences for items to the IDF that might be used in military operations in Gaza.

"This is based on our assessment that these could be used to commit or facilitate serious violations of International Humanitarian Law, subject to the specific measures taken for the global F-35 programme".

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Hellfire missiles

Permoid makes no mention of its relationship with the Israeli arms industry on its website.

However, the company says it has worked alongside Lockheed Martin and Engineered Plastic Designs “in support of the Hellfire and Longbow missile containers”.

Hellfire and Longbow are US-manufactured air-to-ground missiles which can be deployed from Apache helicopters used by the Israeli Air Force.

Last year, Israeli troops reportedly **dropped** Hellfire missiles on a school in Nuseirat, Gaza, killing 22 civilians.

“We are pulling a hand here and a leg there from under the rubble. Civilians who did nothing wrong”, **said** a witness. Earlier this year, the US government **announced** that it would donate a further US\$660m in Hellfire missiles to Israel, amounting to some 3,000 projectiles.

TAGGED: [Israel](#) [Palestine](#)

ABOUT THE AUTHOR

John McEvoy is Chief Reporter for Declassified UK. John is an historian and filmmaker whose work focuses on British foreign policy and Latin America. His PhD was on Britain's Secret Wars in Colombia between 1948 and 2009, and he is currently working on a documentary about Britain's role in the rise of Augusto Pinochet.

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Arrests after defence firm's factory roof occupied



GOOGLE

| Protesters got on to the roof of the Permoid Industries plant on Monday morning

Tom Burgess

BBC News, North East and Cumbria

16 June 2025

Four people have been arrested on suspicion of criminal damage to a defence firm's factory building.

Shortly before 05:00 BST, officers were called to reports that a small group of people had accessed the roof of a two-storey factory on Horndale Avenue in Newton Aycliffe, County Durham.

Three women and a man were "safely brought down from the roof without any injuries" at about 17:30 BST, Durham Police said.

The Palestine Action group has claimed responsibility for targeting the Permoid Industries Ltd building, which they say provides military equipment to Israel. Permoid Industries has been approached for a comment.

A police spokesman said: "This incident has led to significant disruption to the public and criminal damage to the building.

"While we will always uphold the right to lawful protest, we will take necessary action against anyone who deliberately chooses to act outside the law.

A cordon had been placed around the premises and a section of road through the industrial estate was closed while police negotiators engaged with those on the roof, officers added.

Palestine Action accused Permoid Industries of supplying munitions containers to the Israeli armed forces.

"Free Gaza" was sprayed inside the plant and footage shared online by the group showed a repurposed fire extinguisher spraying what appeared to be more paint into the factory through a hole in the roof.

A group of protesters initially broke into the factory during the early hours of Saturday morning, before a second break-in on Monday morning saw people occupy the roof.

Police previously said damage had been caused during the break-in on Saturday but nothing was thought to have been taken.

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Three women charged under Terrorism Act over defence factory crash



| The van was driven into the perimeter fence surrounding Leonardo UK's Edinburgh facility on Tuesday

7 hours ago

Three women have been charged under the Terrorism Act after a van was driven into the fence of a defence factory in Edinburgh.

The women, aged 31, 34 and 42, **were arrested in connection with the incident at Leonardo UK's facility on Crewe Road North** on Tuesday.

Police Scotland said its counter terror unit was leading the investigation.

Separately, counter terror officers are investigating reports that people on a pro-Palestinian march in Edinburgh were wearing T-shirts and holding banners expressing support for a banned organisation.

Palestine Action was outlawed earlier this month under anti-terror legislation.

Thousands of people marched through Edinburgh on Saturday demanding an end to the bloodshed in Gaza, but no arrests were made on the day.

Police Scotland said extensive inquiries into the clothing and banners displayed on the march are ongoing.

They said local officers were being supported by colleagues from counter terrorism as part of the investigation.

Three arrested in terror probe over defence factory protest	Thousands take to streets in Edinburgh pro-Palestine protest
5 days ago	1 day ago

Officers investigating the defence factory incident earlier in the week are **appealing for information** to trace the movements of a blue Ford Transit van in the Gorgie Road area on Monday and Tuesday.

Officers were also keen to trace the movements of a white Honda CR-Z, which was recovered from a car park in Gorgie Road following the incident, on those dates.

They asked any drivers in the area with dashcam footage to come forward and share footage with officers.

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Womble Bond Dickinson office vandalised in pro-Palestine action (/news-content/womble-bond-dickinson-office-vandalised-pro-palestine-action)

By Jamie Hamilton (/readcontent/710489)
25 July 2025

Add new comment (/news-content/womble-bond-dickinson-office-vandalised-pro-palestine-action#comment-form)



Anyone know some experts in tidying up?

Womble Bond Dickinson (<https://www.rollonfriday.com/firm/womble-bond-dickinson>)'s flagship Newcastle office building has been vandalised by pro-Palestinian activists.

The firm moved into The Spark, situated on the 24-acre Helix business campus, in 2023. Its premises boast soundproof booths, sustainable kitchens and, erm, a weapons manufacturer as a fellow tenant.

Leonardo, an Italian aerospace, defence and security company, has become a focal point for pro-Palestinian activists who accuse it of supplying Israel.

Earlier this week three women were arrested and charged under the Terrorism Act after they rammed a van into the company's Edinburgh facility and got caught in the fence.

On Wednesday night, another group broke into The Spark to attack Leonardo's office.

A Northumbria Police spokesperson told RollOnFriday that around 3am on Thursday, they received a report that three offenders had forced entry into the building by smashing the windows.

A source said doors had also been "smashed in".

Once inside, the intruders sprayed red paint throughout the building, said the police. The activists then sprayed red paint at a security guard "before fleeing the area on foot".

Leonardo

Location information
5th Floor, The Spark, Draymans Way, Newcastle Helix

Target this site
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About the site
Newly build Newcastle office for Leonardo. Press relea

The office address appears on a list of activist target sites.

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A photo of the building shows the area cordoned off by police, while a message daubed in red paint demands, "Leonardo off campus".
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YES, I ACCEPT

MORE INFORMATION

Womble Bond Dickinson isn't the first firm caught up in the direct action movement. In March, pro-Palestinian activists defaced (<https://www.rollonfriday.com/news-content/pro-palestinian-group-wrecks-keystone-office>) Keystone Law's offices with red paint in protest at its work for a client connected to Israel.

A WBD spokesperson downplayed the spectacle of nocturnal assailants running through the building spraying staff, telling ROF, "Womble Bond Dickinson is one of a number of tenants at the office premises in Newcastle which was subject to vandalism. We were not the target of this incident which took place in the shared entrance and did not affect our offices or business operations".

Tags
[Palestine \(/taxonomy/term/1679\)](#)
[WBD \(/taxonomy/term/1202\)](#)

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(<https://www.addtoany.com/share?url=https%3A%2F%2Fwww.rollonfriday.com/news-content/pro-palestinian-group-wrecks-keystone-office&title=Womble%20Bond%20Dickinson%20office%20vandalised%20Palestine%20action>)

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**PALESTINE
ACTION
STATEMENT**

**DESPITE OUR COLLECTIVE EFFORTS TO STOP THE PROSCRIPTION
OF PALESTINE ACTION, THE BAN WILL COME IN AT MIDNIGHT**

In five years, we have managed to build a direct action movement which successfully disrupted and challenged the Israeli weapons industry. Through relentless actions and the willingness to sacrifice our liberty, we've forced shut three Israeli weapons factories, pressured over a dozen companies to cut ties with Elbit Systems and cost the Israeli weapons maker £billions in lost contracts. The most important victory is building an effective global movement in service of the Palestinian people.

It's clear, we were too effective and the government had to impose the most draconian attack on civil liberties to please the pro-Israel lobby. They may be able to proscribe 'Palestine Action', but they can not stop direct action happening across the country in different forms. We are more than just a name, or a network, we are an idea that can never be stopped. **To be clear, they can not proscribe the TACTIC of direct action for Palestine.**

We are extremely grateful for all of the support we have received over the past few years, and the outpouring of solidarity since the intention to proscribe us was announced. This proscription CAN NOT go unchallenged, and we are pleased to see many who are adamant on resisting the ban through a campaign of civil disobedience.

**PALESTINE
ACTION
STATEMENT**

CONTINUED ▷

Breaking unjust laws is a moral duty. Unaffiliated campaign groups, **Defend Our Juries** and 'we do not comply' (wedonotcomply.org), will lead on defiance of the ban and resist the extreme counter-terror laws imposed on all of us. It is a given that there will be resistance.

However, we are also aware that anyone, knowingly or mistakenly, could be committing a terrorist offence just by liking or sharing our social media posts, if they are a British national or are in the 'United Kingdom'. This could lead to vulnerable communities being harassed and targeted by the state. Whilst we encourage and support a campaign of civil disobedience, all who take part must do so on an informed basis. That's why our social media will be taken down. For clarity, **Palestine Action** is **ONLY** proscribed in Britain.

Many will be rightfully angry at the imposed proscription of **Palestine Action**. However, with repression always comes more resistance. This is a moment that the British state will likely come to regret. It's a signal to all of us who are willing to resist, to make the ban unenforceable.

We must resist for our own rights and most importantly, for the Palestinian people facing a genocide. We are all **Palestine Action** isn't just a slogan, it's a state of resistance.

COLLECTIVELY, WE WILL RESIST AND ULTIMATELY, WE WILL WIN

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Two protesters arrested for blocking defence firm



PA

| The site has been targeted by a number of protests by the group

1 July 2025

Two protesters from Palestine Action, a group the government wants to reclassify as a terrorist organisation, have been arrested after blocking the entrance of a defence company.

Police said a 30-year-old woman and a 36-year-old man were being held in custody following protests at Elbit Systems in north Bristol on Tuesday.

The company had said two activists were "disrupting" its operations, covering the entrance to its site in red paint.

Palestine Action allege that Elbit Systems UK is involved in the manufacture and supply of weapons to the Israeli military - a claim that the company strongly denies. The BBC has contacted Elbit Systems for comment.

The facility has been the focus of a **number** of **previous protests**, including paint being thrown over the building and a ram raid.

Avon and Somerset Police said officers were called to the Bristol site at around 06:30 BST and arrested the man and woman.

They remain in custody on suspicion of criminal damage, unauthorised entry to a prohibited place and locking on to a person, object or land to cause serious disruption.

"We're committed to facilitating people's right to peaceful protest, but will not tolerate any criminal behaviour," the force said.

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The action comes as a draft order was laid before Parliament on Monday to amend the Terrorism Act 2000 to include Palestine Action as a proscribed organisation.

If approved, it would become a criminal offence punishable by up to 14 years in prison to be a member of the direct action group or to support it.

MPs and peers are expected to debate the legislation on Wednesday and Thursday and, if approved, the ban could come into force by Friday.

Protesters on Tuesday morning also occupied the rooftop of subcontractor Guardtech Group in Suffolk.

Palestine Action is seeking a legal challenge against the government's bid to proscribe it, with a hearing expected on Friday to decide whether the ban can be temporarily blocked, pending further proceedings to decide whether a legal challenge can be brought.

A Suffolk Police spokesperson also said officers and specialist negotiators were on the scene in Brandon "to bring this to a conclusion" and ensure the safety of those in the area.

Israel launched its military campaign in Gaza in response to Hamas's 7 October 2023 attack, in which about 1,200 people were killed and 251 others were taken hostage.

Since then, 56,500 people have been killed in Gaza, according to the territory's Hamas-run health ministry.

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Palestine Action protestors lock themselves to UAV Engines factory entrance

Protests have been taking place at the Staffordshire site for years

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BLACK COUNTRY By [Jamie Brassington](#) Senior reporter and [Isabelle Bates](#)

10:43, 27 Feb 2024 Updated 11:46, 28 Feb 2024



PALESTINE ACTION PROTEST OUTSIDE THE UAV ENGINES SITE

Activists have locked themselves to the entrance gates of a factory in Staffordshire in a protest over the conflict in Palestine. The group want to shut down the factory which makes drone engines.

It is the latest in a long list of protests at the UAV Engines site in Shenstone, near Lichfield. Activists have been staging protests in the area for more than three years - but they have gained even more traction since violence broke out in Gaza last year.

The factory is owned by Israeli-based defence contractor Elbit Systems. It makes repurposed Norton motorbike engines used in surveillance drones around the world.

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And Palestine Action, which leads the protests, claims UAV Engines exports its products to Israel for use by its military. A spokesperson for the group said: "For the last 140 days, Elbit's drones, munitions, arms and military technologies have been used to slaughter Palestinians in their thousands - but the company has a far longer history of facilitating atrocities.

"It is abhorrent that they are still allowed to operate in Britain. Today activists have taken the matter into their own hands to halt the corrupt, bloodthirsty industry fuelling death from Britain's towns."

One local woman in the area previously spoke to BirminghamLive about the impact the protests have had on the community. She said: "The worst was when they were living in

the trees, opposite the factory. My daughter goes to the local primary school and she sees them dressed in suits. When they are doing ridiculous things, it's not things I want my children to see. They say it's peaceful, but it's not, it's really loud. We shouldn't have to deal with that. They are just a real nuisance for us."

A spokesperson for UAV Engines Limited said: "The accusation that drone engines made by UAV Engines Limited are being used by the Israeli military is categorically false. This is misinformation propagated by a group attempting to illegally prevent our business from operating." UAV Engines Limited proudly offers engineering excellence, with locally designed and produced engines built by experienced and long serving staff delivered to the UK armed forces and to customers around the world. "We condemn this campaign of violence and intimidation. Local residents have also made clear they have had enough of the anti-social behaviour this group brings to the area and we will continue to work with the appropriate authorities and police to prevent this illegal disruption."

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