

IN THE HIGH COURT OF JUSTICE

CLAIM NO: KB-2024-BHM-000107

KING'S BENCH DIVISION

BIRMINGHAM DISTRICT REGISTRY

BETWEEN

THE UNIVERSITY OF NOTTINGHAM

Claimant

-and-

- (1) MX JOEL BUTTERWORTH (also known as RIVER BUTTERWORTH (they/them))  
(2) ~~MR SAMEH ESMAILZADAH~~  
(3) ~~MR JOHN ELDRIDGE~~  
(4) ~~MS ARADHYA NEGI~~
- (5) *Non students/staff:* PERSONS UNKNOWN, BEING PERSONS ENTERING OR REMAINING IN AN ENCAMPMENT OCCUPATION OF LAND BY CAMPING ON THE JUBILEE CAMPUS AT THE UNIVERSITY OF NOTTINGHAM WHO ARE NOT CURRENTLY STUDENTS, STAFF OR EMPLOYEES OF THE CLAIMANT ~~OR WHO UPON BEING ASKED WHETHER THEY CAN SHOW THAT THEY ARE STUDENTS, STAFF OR EMPLOYEES OF THE CLAIMANT, FAIL TO DO SO~~
- (6) *Students/staff:* PERSONS UNKNOWN, BEING PERSONS ENTERING OR REMAINING IN AN ENCAMPMENT OCCUPATION OF LAND BY CAMPING ON THE JUBILEE CAMPUS AT THE UNIVERSITY OF NOTTINGHAM WITHOUT THE CLAIMANT'S LICENCE OR CONSENT WHO ARE CURRENTLY STUDENTS, STAFF OR EMPLOYEES OF THE CLAIMANT ~~AND WHO UPON BEING ASKED WHETHER THEY CAN SHOW THAT THEY ARE STUDENTS, STAFF OR EMPLOYEES DO SO~~

Defendants

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WITNESS STATEMENT OF DR PAUL GREATRIX

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I, Dr Paul Greatrix of The University of Nottingham of University of Nottingham, University Park Campus, Nottingham NG7 2RD will state as follows:

1. I am the Registrar of The University of Nottingham (“the University”) based at Trent Building, University of Nottingham, University Park Campus, Nottingham NG7 2RD. I joined the University in 2007 and my role comprises leading a large part of the University’s administrative support services and acting as Secretary to the University’s Council.
2. I am authorised to make this Witness Statement on behalf of the University in support of the University’s claim for an Order for possession as set out in the Claim Form and Particulars of Claim. I make this Witness Statement in accordance with the Order of the Honourable Mr Justice Ritchie dated 7 June 2024.
3. Insofar as the facts and matters referred to herein are within my own knowledge, they are true and in so far as they are not within my own direct knowledge they are true to the best of my information and belief, acquired in the course of acting in my capacity as the Registrar and Secretary to the University’s Council (“the Council”).
4. I exhibit hereto a bundle of copy documentation to which I shall refer in the course of the Witness Statement, marked “**PG1 – PG7**”.

#### **The University**

5. The University is a corporation formed by Royal Charter and registered with number RC000644. The University is an educational charity, with exempt status, regulated by the Office of Students.
6. As an exempt charity, the University has a legal duty to safeguard its assets. It is very important that the University achieves the most value from its resources and even more so during the current economic uncertainty and challenge. The University constantly strives to prioritise spending on things that matter most and to ensure that it is efficient as it can be.
7. The Council is the University’s governing body, and, among other matters, it is responsible for overseeing the administration and management of the affairs of the University.
8. The University’s income derives from a number of sources, principally tuition fees and education contracts, research grants and contracts and funding body grants. A copy of the University’s Strategic Review and Financial Statements for 2023 is exhibited at **Exhibit “PG1”**.

#### **The University’s Campuses**

9. The University is proud of its award-winning campuses, and continually invests in the University’s grounds, buildings and facilities. The University has five campuses, four of them are in the City of Nottingham and one in neighbouring Leicestershire:

- a. University Park Campus is the University's largest campus and extends to approximately 300 acres. University Park Campus is located around two miles from the city centre.
  - b. Jubilee Campus, to which this claim relates, is located around one mile from University Park. The nature of the Jubilee Campus is described at paragraph 12 of the Witness Statement of Jason Carter dated 14 May 2024.
  - c. Sutton Bonington Campus encompasses world-leading laboratories and specialist facilities for studying biosciences and veterinary medicine. This is the campus in Leicestershire.
  - d. King's Meadow Campus was acquired by the University in 2005, and has since been refurbished.
  - e. Castle Meadow Campus is the University's newest campus and sits in the heart of Nottingham city.
10. As the University's campuses comprises private property, only persons with the licence or consent of the University may enter or remain there. Students of the University benefit from a licence or permission to access land and buildings owned by the University for certain purposes but they do not have a licence or permission to occupy any part for the purposes of an encampment occupation.

### **Student Contract**

11. When students accept an offer to study at the University, a contract is formed between the student and the University ("the Student Contract"). A copy of the University of Nottingham Student Contract is exhibited to the Witness Statement of Jason Carter dated 14 May 2024 at Exhibit "JC3".
12. The Student Contract sets out the basis on which students agree to undertake their studies at the University. By clause 17 of the Student Contract, students agree to abide by the University's Ordinances, Regulations, Policies and Procedures as amended from time to time.
13. The Key Terms of the Student Contract confirm that students are bound by the Code of Discipline for Students ("Code of Discipline"), which includes regulations concerning general student discipline, conduct and disciplinary procedures. This is exhibited to Jason Carter's statement at Exhibit "JC2".
14. Regulations on discipline are necessary because the University is a society in which good standards of communal life must be maintained, so that all its members may enjoy conditions enabling them to achieve their aims in joining it. Present students should also, in their behaviour, show proper concern for the effects of their behaviour on others and the reputation of the University.

15. Clause 8.1 of the Code of Discipline stipulates that it is a breach of the Code for a student to intentionally or recklessly commit an act of misconduct or (2) to fail to act in circumstances where that amounts to misconduct. The essence of misconduct is defined in Clause 8.1 as improper interference, in the broadest sense, with the proper functioning or activities of the University, or those who work or study in the University; or action which otherwise damages the University. Clause 8.3 of the Code of Discipline provides specific examples of disciplinary misconduct.
16. In particular, the following constitute misconduct: (a) disruption of, or improper interference with, the academic, administrative, sporting, social or other activities of the University (clause 8.3(1)); (b) obstruction of, or improper interference with, the functions, duties or activities of any student, member of staff or other employee of the University (clause 8.3(2)); (c) placing posters, signs or notices on any surfaces other than authorised notice boards; and (d) misuse or authorised use of University premises (clause 8.3(14)). Clause 8.3(10) of the Code of Discipline further confirms that it is a breach of the provisions of the University's Code of Practice on Freedom of Speech or of any other Code or University rule or regulation which provides for breaches to constitute misconduct.

#### **Meetings or Other Activities on University Premises: Code of Practice**

17. In pursuance of its duties as laid down in Section 43 of the Education (No.2) Act 1986, the Council of the University has enacted a Code of Practice dealing with Meetings or Other Activities on University Premises ("Code of Practice") with a view to taking the steps which are reasonably practicable to ensure that freedom of speech within the law is secured from members, students and employees of the University and for visiting speakers. A copy of the Code of Practice is exhibited at **Exhibit "PG2"**.
18. The Code of Practice also sets out the University's position regarding freedom of speech which encourages appropriate organisation of proposed events in order to maintain a safe environment. The procedure set out in the Code of Practice applies to all events or meetings to which any external speaker is invited, regardless of topic, or where an internal speaker, either staff or student, is invited and it is reasonably foreseeable that the event will raise controversial issues.
19. Paragraph 3 of the Code of Practice stipulates that certain procedures must be followed by members, students and employees of the University in respect of events covered by the Code of Practice. Paragraph 7 of the Code of Practice sets out the steps which must be taken in preparation for and conduct of meetings, etc. on University premises. This includes ensuring that a single person is appointed as Principal Organiser of such an event, and notice being given to the appropriate Event Approver as set out in Appendix A.

## **Free Speech and Academic Freedom at the University of Nottingham**

20. Freedom of speech and the free exchange of ideas are central to the University's mission of advancing truth, knowledge, and understanding. The University is committed to protecting and promoting free speech and academic freedom so that students and staff can become acquainted with new information and ideas and with diverse viewpoints.
21. I exhibit a copy of the University's governance policy entitled "Free Speech and Academic Freedom at the University of Nottingham" ("the Free Speech Policy") approved by the University Senate on 8 June 2021 and reviewed and updated in March 2024 at **Exhibit "PG3"**.
22. The University provides an inclusive and supportive environment that encourages civil and peaceful debate, one in which students and staff can challenge their own and others' beliefs and opinions and scrutinise these on their merits. Civil and peaceful free speech does not extend to occupying or taking over areas of University land.

## **Breaches of Code of Practice**

23. The Defendants have failed to comply with the above-referenced Code of Practice. No permission was sought to hold any event prior to setting up the unauthorised occupational encampment.
24. Throughout their period of unauthorised occupation of the Jubilee Campus, the Defendants have hosted, or been affiliated with, numerous events held both at the encampment site and at other locations, including the University's Park Campus.
25. The Defendants have publicised these events through their social media accounts and have not followed the procedures set out in the Code of Practice. As such, any events hosted by the Defendants on the University's premises during the period of occupation have taken place without the permission of the University. Events held at the encampment have included a community barbecue, yoga sessions, meditation and group coaching, Arabic lessons, teach outs, music and poetry nights, rallies, prayers and khutbah, vigils, workshops and discussions.
26. Other events have included:
  - a. A demonstration held on the University's University Park Campus, a short walk away from the encampment, on 8 June 2024, at which the First Defendant was a speaker;
  - b. A protest at the Celebrating Engineering Research Success event on 12 June 2024, which was being held at the Engineering Science & Learning Centre (University Park Campus).

27. At the demonstration held on 8 June 2024, protestors chanted, "*Shearer West you can't hide you're supporting genocide. Paul Greatrix you can't hide, you're supporting genocide*", comments aimed at myself and the University's Vice Chancellor. Damage to University property was caused after attendees were encouraged to dip their hands in red paint and apply this to the steps at the back of the University's Portland Building". This can be seen in the photographs at **Exhibit "PG4"**. The speaker was heard saying, "*we can show that they [the University] have blood on their hands. We've got red paint. It will dry very quickly, I promise you, you will come a bit closer and just get a little bit rub it on your hands together*".
28. The University was required to engage the services of an external contractor to remove the paint at a cost of £424.00, ahead of a memorial event being held in this location on 13 June 2024.
29. The First Defendant was in attendance at this demonstration and was a speaker at the event.

### **Breaches of Code of Discipline**

30. The Defendants have also, on a number of occasions, breached provisions within the Code of Discipline for Students. For example:
- a. The Defendants have placed posters, signs or notices on surfaces other than notice boards contrary to Regulation 8.3(13).
  - b. On 21 May 2024 the Defendants defaced University property by affixing alternative signage over the Advanced Manufacturing Building signage, contrary to Regulations 8.3(11) and 8.3(13).
  - c. On 8 June 2024 the Defendants held an event at the University's University Park Campus, at which the First Defendant was a speaker, and at which damage to University property was caused by red paint, contrary to Regulation 8.3(11).
  - d. On 12 June 2024 the Defendants, contrary to Regulation 8.3(1) disrupted a *Celebrating Engineering Research Success* event, being held on the University's University Park Campus, including through the use of a megaphone.
31. On 23 May 2024, the University received a complaint by email regarding the unauthorised occupational encampment outside the Advanced Manufacturing Building on Jubilee Campus. This raised concerns about a university sign to the building being defaced by posters being stuck over it. The email also raised the fact that occupiers had been sitting under protective cover for the bike stands. This had caused colleagues (and maybe others) to feel that they are unable to use the bike stands and therefore park their bicycles further away in a less convenient location. I exhibit a copy of the email dated 23 May 2024 and two photographs attached to it at **Exhibit "PG5"**.

### **Previous Possession Action**

32. The First Defendant has been known to take part in a number of occupations at the University and has been a named defendant in proceedings of this nature previously.
33. Causes previously supported by the First Defendant through the occupation of University premises have included a general rent strike, pay and conditions for university staff, general demilitarisation and Palestine. The action previously taken by the University has included:
  - a. April 2022 – The First Defendant and others occupied the Trent Building on the University Park campus. The cause they were supporting was a general rent strike. The University issued proceedings but the encampment then dispersed and therefore it was not necessary to obtain a possession order.
  - b. March 2023 – The First Defendant and others occupied the Trent Building again. The cause was around pay and conditions for University staff as well as general demilitarisation of the University but not specifically Palestine. On this occasion, possession order was obtained in respect of the Trent Building.
  - c. December 2023 – The First Defendant and others occupied the Coates Road Auditorium. This was a Palestine related protest. The University was required to issue possession proceedings and the High Court granted a campus wide-order in respect of the whole of the main campus. The order covered open land and buildings including the Auditorium.
34. Copies of the Possession Orders made by the High Court previously against the First Defendant and Persons Unknown in March 2023 and December 2023 are exhibited to Jason Carter's Witness Statement at Exhibit "JC6" and Exhibit "JC7".
35. The possession proceedings previously taken against the First Defendant therefore included action which resulted in a campus-wide possession order in relation to the University Park Campus. On this occasion, the First Defendant has chosen to wrongfully occupy the Jubilee Campus.

### **The First Defendant**

36. To clarify, the First Defendant is a former student of the University who was elected as the Postgraduate Officer of the Students' Union. This is a year long position - their elected term of office commenced on 3 July 2023 and continues until 1 July 2024 and their UoNSU Employment Contract ends on 5 July 2024.

37. I understand that the First Defendant has been suspended from their role as Postgraduate Officer of the Students' Union, as referred to in the post on "nottspalestinecamp" social media account on Instagram which can be viewed at: [https://www.instagram.com/reel/C65zs\\_iAyht/](https://www.instagram.com/reel/C65zs_iAyht/).

#### **Discussions with the Defendants**

38. Over recent weeks the University has sought to engage with the Defendants through dialogue with the Students' Union, and particularly the Sabbatical team as the official representatives of the student body, to consider the issues and concerns raised by the camp protestors.

39. Representatives of the encampment were invited to attend a meeting arranged by the Students' Union with me in my capacity as Registrar and Professor Katherine Linehan, Pro-Vice Chancellor for People and Culture on 11 June 2024. Whilst the University was willing to meet without being made aware of the students' identities – their student status being confirmed by the Students' Union confidentially and not shared with the University – and for the students to record the meeting so that they could share it as they wished, the protestors insisted on being able to wear masks at the meeting and this was a request that the University felt unable to agree to.

40. Having agreed not to ask the names of the participants, the hiding of faces, without legitimate reason, would have negatively affected the meeting as such anonymity undermines the spirit of open dialogue and fosters an environment of distrust. We believe that transparency, and accountability in public discourse is required to uphold the civil nature of campus engagement. Openness, respect and inclusivity are University values and we all need to uphold them. I have personally written to the students involved in the protest, **Exhibit "PG6"**, following their failure to meet and in order to advise them that the University is considering a position paper submitted to the University by the Students' Union on 11 June 2024, which covers, among other things:

- a. The relationship, including in terms of research, between the University and BAE Systems;
- b. Financial and wellbeing support for Palestinian students;
- c. Issues relating to boycotts and divestment including in relation to other companies which are described as 'arms companies';
- d. Curriculum and employability issues relating to engineering; and
- e. Regularly reviewing ethical investment and partnership policies with the involvement of student leaders.

41. Given that this paper has been prepared by officers of the SU, drawing on Union policy arising from motions passed through the SU's democratic structures as well as feedback received by officers



during the current year, the University is taking the issues raised seriously. The letter urges the encampment to engage with the SU to consider their way forward given the clear alignment with their own issues and asks them to move rapidly to end their encampment in order to avoid the need for legal action. The University remains happy to meet members of the encampment, without masks and facilitated by the SU as soon as is practicable.

42. In correspondence of 12 June 2024, I repeated the University's willingness to engage in dialogue with the protestors, either through the SU or through an independent mediator.

### **Welfare Arrangements**

43. At the beginning of the encampment, the intentions of the protestors were unclear and, as such, security staff took steps to clear and secure the Advanced Manufacturing Building in order to manage health and safety on site and limit disruption. The University has experienced a number of occupations of its academic and administrative buildings in the past, including occupations involving the First Defendant and as such, we were mindful of this possibility. In an email of the 12 May 2024 the protestors indicated that they had chosen the location of their encampment due to its proximity to the Advanced Manufacturing Building, which the protestors described as being, "where UoN carries out research for the arms trade". The protestors also indicated in that email that if the University did not actively consider their demands, they would, "have no option left but to escalate [their] action". Accordingly, the occupation of the Advanced Manufacturing Building was, and remains, a threat to the University.
44. For the reasons set out above, the University has restricted access to the Advanced Manufacturing Building to card-holding staff and students, who have a need to access the building for legitimate educational or employment purposes only (i.e. individuals whose School, Department or Faculty operate within the building). It should be noted that it is not unusual for access to the University's buildings to be restricted in this manner. Many of the University's academic buildings have restricted access and an individual's access rights are largely determined by the school/department/faculty that they are associated with and whether they are a member of staff, associate or postgraduate or undergraduate student.
45. Welfare facilities have been available to the Defendants in the Atrium Building since the commencement of their encampment. On 21 May 2024, the University's security team placed maps showing the location of the facilities that the Defendants could use in the Atrium Building. Photographs of these maps as affixed to various areas around the encampment are shown at **Exhibit "PG7"**.
46. The University acknowledges that the nearest toilet facilities to the encampment are those within the Advanced Manufacturing Building. However, the University is unable to permit the

Defendants access to this building due to the nature of the equipment and facilities within this building and the difficulty of maintaining the health and safety of unknown building users on a 24/7 basis.

47. The Atrium Building is approximately a seven-minute walk away from the encampment (as shown at **Exhibit "PG8"**). Due to the nature and location of the Campus, other toilet, washing and catering facilities are accessible to the protestors nearby, both on Jubilee Campus and elsewhere locally.
48. Security staff have continued to monitor the encampment and maintain a security presence. They have both been available, if needed, and have also been there for the protestors' own safety in light of the fact that the camp is at the edge of campus, close to a main road and easily accessible by members of the public.

#### **Financial loss and disruption suffered by the University**

49. There are significant costs in concentrated and out of hours management time, to deal with the operational impact of the encampment.
50. Due to the size, and nature (24/7) of the encampment, the University has had to take measures to increase its security resource which is at additional cost.
51. This comprises the costs associated with security staff being redeployed to protect the occupied area and other nearby facilities, and also to provide an additional security presence during mobile protests. Security staff have also been deployed to mitigate health and safety risks.
52. This is a continuing cost for the University for every day the encampment continues in terms of overtime, additional external security officers and as at 12 June 2024 had cost the University an additional £7,686.10 to provide this resource.

#### **Conclusion**

53. In the circumstances, I respectfully request on behalf of the Claimant that the Court grants an Order for possession of the Land pursuant to CPR Part 55.

#### **Statement of Truth**

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.



**Signed:** .....

**Dr Paul Greatrix**

**Position:**

**Registrar and Secretary**

**The University of Nottingham**

**Dated**      **14 June 2024**