

# Notice of Issue

(Part 8 claim)

Newark & Sherwood District Council  
Castle House  
Great North Road  
Newark  
NG24 1BY

## In the County Court at Nottingham

<b>Claim Number</b>	M00NG564
<b>Claimant</b> (including ref.)	Newark & Sherwood District Council
<b>Defendant</b> (including ref.)	
<b>Issue Fee</b>	£377.00

Your claim was issued under Part 8 of the CPR on 24 April 2025.

As you requested the claim form is returned to you, with copies of your witness statement(s) for you to serve on the defendants.

### Notes for guidance

#### Service of the claim form

- The claim form must be served on the defendant within 4 months of the date of issue (6 months if you are serving outside England and Wales). You may apply for an order extending the time for serving the claim form but the application must generally be made before the 4-month or 6-month period expires.

#### Replying to the claim form

- the defendant must file an acknowledgment of service with the court together with any written evidence to be relied on within 14 days of service of the claim form. At the same time, the defendant must send copies to you and all other parties.
- if the defendant files written evidence, you will have 14 days from receiving it to file any further evidence in reply. You must at the same time send copies to all other parties to the claim.

#### The defendant may

- contest your claim and seek a different remedy to that sought by yourself
- object to your using this procedure and set out his reasons
- dispute the court's jurisdiction

#### What happens next

- the court file will be referred to a judge for directions for the disposal of the claim 14 days after the expiry of the time for filing the acknowledgement of service.
- the file will not be referred if the court has already arranged a hearing date or given directions

#### Failure to reply

- if an acknowledgment of service is not filed, the defendant may attend any hearing in the claim but may not take part at the hearing unless the court gives permission.

**You must inform the court immediately if your claim is settled or discontinued.**

The court office at the County Court at Nottingham, 60 Canal Street, Nottingham, Nottinghamshire, NG1 7EJ. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number. Tel: 0300 123 5577. **Check if you can issue your claim online. It will save you time and money. Go to [www.moneyclaim.gov.uk](http://www.moneyclaim.gov.uk) to find out more.**

# Notice of Injunction Hearing

In the County Court at  
Nottingham

**Claim Number** M00NG564

**Date** 24 April 2025



NEWARK & SHERWOOD DISTRICT COUNCIL	<b>1<sup>st</sup> Claimant Ref</b>
[REDACTED]	<b>1<sup>st</sup> Defendant Ref</b>
[REDACTED]	<b>2<sup>nd</sup> Defendant Ref</b>
[REDACTED]	<b>3<sup>rd</sup> Defendant Ref</b>
PERSONS UNKNOWN RESIDENTIALLY OCCUPYING LAND	<b>4<sup>th</sup> Defendant Ref</b>

**TAKE NOTICE** that the Injunction Hearing will take place on

25 April 2025 at 10:00 AM by Cloud Video Platform (CVP)

at the County Court at Nottingham, Nottingham Justice Centre, Carrington Street, Nottingham, NG2 1EE

When you should attend REMOTELY BY VIDEO CONFERENCE

30 minutes has been allowed for the Injunction Hearing

## **Video Hearing Direction**

Your hearing is by video link.

**Do not attend the court building**

**TAKE NOTICE** that the unauthorised recording or transmission of any hearing conducted by video (or telephone) is a criminal offence as well as being a contempt of court.

The courts use a video link system called CVP (Cloud Video Platform). It can be used by anyone with an internet connection and a device with a camera. It works with all browsers but is best with Chrome. You will need to provide the court with contact details so that you can be sent a link to join the hearing. Between **3 and 7 days** before the date of the video hearing each participant shall provide **both** a direct dial telephone number and an email address to the court. Telephone numbers are required for video hearings as a means of contact should there be connection problems. **Switchboard numbers are not acceptable.** Those contact details should be sent to [nottingham.ushers@justice.gov.uk](mailto:nottingham.ushers@justice.gov.uk).

The court office at the County Court at Nottingham, 60 Canal Street, Nottingham, Nottinghamshire, NG1 7EJ. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number. Tel: 0300 123 5577. **Check if you can issue your claim online. It will save you time and money. Go to [www.moneyclaim.gov.uk](http://www.moneyclaim.gov.uk) to find out more.**

Persons Unknown Residentially Occupying Land  
Land At The Southeast Side Of  
Moorhouse Road  
Weston  
Nottinghamshire

If you fail to provide both a telephone number and email address and cannot be contacted for the hearing then that may be treated as failure to attend the hearing and an order may be made in your absence. **Court staff will not chase for contact details. It is the responsibility of participants to get these details to the court within the required timescale.**

**You will be sent an email.** That email contains full instructions for joining CVP. It will include a web link and a PIN. Click on the link in good time to join the hearing. On the page which opens you will need to enter your name and then click on Connect. When prompted enter the PIN. You will be connected to the member of the court staff dealing with the hearing.

Before the hearing, participants should check that there is good connectivity where they will be for the hearing and that they have the ability to access a screen on which to view documents whilst on camera. Participants should ensure that during the hearing they are in a quiet place where they will not be disturbed.

Arrangements must be made for any person attending a hearing remotely to have access to any part of a hearing bundle they may be referred to.

Cases are listed in accordance with local hearing arrangements determined by the Judiciary and implemented by the court staff. Every effort is made to ensure that hearings start either at the time specified or as soon as possible thereafter. However, listing practices or other factors may mean that delay is unavoidable. Furthermore, in some instances a case may be released to another Judge, possibly at a different court.

If your case is listed for less than one day (or 5 hours), the time you have been given for the hearing to start may be changed the day before. It could be re-listed to be heard at any time between 10.00 am and 4.00 pm, depending on the availability of the judge. Parties and advocates must allow for this possibility because it will be unlikely that the new time can be changed.

**PLEASE NOTE:** There may also be occasions when cases have to be adjourned to a later date at short notice.

**THIS MATTER MAY STILL BE VACATED DUE TO LACK OF JUDICIAL TIME**





## Claim Form (CPR Part 8)

In the COUNTY COURT AT NOTTINGHAM

Claim no.

MOON G564

Fee Account no.

PBA0087254

Help with Fees -  
Ref no. (if appli-  
cable)

H W F - - - -

### Claimant

NEWARK AND SHERWOOD DISTRICT COUNCIL  
CASTLE HOUSE  
GREAT NORTH ROAD  
NEWARK  
NG24 1BY



### Defendant(s)

[REDACTED]

(4) PERSONS UNKNOWN RESIDENTIALLY OCCUPYING OR UNDERTAKING  
OPERATIONAL DEVELOPMENT ON THE LAND KNOWN AS LAND AT THE SOUTH  
EAST SIDE OF MOORHOUSE ROAD, WESTON, NOTTINGHAMSHIRE

Does your claim include any issues under the Human Rights Act 1998? Yes

☒ No

### Details of claim (see also overleaf)

1. The Claimant is the Local Planning Authority. The claim relates to breaches of planning control in respect of land at the south east side of Moorhouse Road, Weston, Nottinghamshire ("the Land"). The 1st Defendant owns the Land. The 2nd Defendant submitted a planning application to use the land for a residential gypsy traveller site. The 3rd Defendant is an individual who is believed to be involved in the construction and occupation of the Land.

2. Over the Easter weekend 2025, extensive construction work was undertaken to facilitate the creation of an unauthorised gypsy traveller site. This represents a significant breach of planning control. Once the Council had visited the site after the end of the Easter weekend, it was apparent that over 30 caravans had been stationed there and that a planning application had been submitted for the residential use of the Land. This application has yet to be validated as there appear to be errors on its face. In essence, the Defendants appear to have jumped the gun by establishing the gypsy traveller encampment without obtaining planning permission. The unauthorised activity has continued since the Easter weekend in the face of the Council's investigation. People on the Land have declined to engage or cooperate with officers. Officers, when trying to investigate what is going on and identify the people involved, has been faced with intimidation and threats.

3. The claim is brought by the Council pursuant to section 187B of the Town and Country Planning Act 1990 to restrain further breaches of planning control on the Land.

Defendant's  
name and  
address

[REDACTED]

(4) PERSONS UNKNOWN  
RESIDENTIALLY OCCUPYING LAND  
KNOWN AS LAND AT THE SOUTH EAST  
SIDE OF MOORHOUSE ROAD,  
WESTON, NOTTINGHAMSHIRE

£

Court fee

£377.00

Legal representative's  
costs

Issue date

24/4/2025

For further details of the courts [www.gov.uk/find-court-tribunal](http://www.gov.uk/find-court-tribunal).

When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

## Details of claim (continued)

4. In the first instance, the Council seeks an interim injunction to prevent the Defendants from continuing to build out and occupy the Land without the consent of the Council. This interim relief will have the effect of freezing the status quo. The Council fears that, absent an injunction, the unauthorised site will deepen, spread and more and more caravans will be brought on thereby escalating the breach of planning control considerably.

5. It is submitted that it is just, expedient and proportionate for the Court to grant the relief sought. Interim relief is consistent with the principles in *American Cyanamid v Ethicon* [1975] 1 All ER 504. There is plainly a serious issue to be tried, an award of damages would not be an adequate remedy and the balance of convenience favours the grant of the restraint as it maintains the status quo (it simply prevents the Defendants from behaving unlawfully).

6. Relief is sought against Persons Unknown in order for the restraint to be effective as those involved have declined to identify themselves and the Council has had very little opportunity to verify who is living on the Land.

7. A cross-undertaking in damages is not offered. It is inappropriate to require such an undertaking in circumstances where a local authority does not act in its own private interest but seeks to enforce the law in the interests of the public generally: *Kirklees Borough Council Wickes Building Supplies Ltd* [1992] 3 All ER 717, HL.

8. The Claimant seeks:

- (i) Injunctive relief;
- (ii) Any other remedy the Court sees fits; and
- (iii) Costs.

9. Further, the Claimant seeks permission by the Court to list the hearing via Cloud Video Platform (CVP) Link due to the urgent nature of the application.

Claimant's or claimant's legal representative's address to which documents should be sent if different from overleaf. If you are prepared to accept service by DX, fax or e-mail, please add details.



## Statement of Truth

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

☐ **I believe** that the facts stated in these particulars of claim are true.

☒ **The Claimant believes** that the facts stated in these particulars of claim are true. **I am authorised** by the claimant to sign this statement.



☒ Claimant

☐ Litigation friend (where claimant is a child or a Protected Party)

☐ Claimant's legal representative (as defined by CPR 2.3(1))

### Date

Day

24

Month

04

Year

2025

Full name

[Redacted]

Name of claimant's legal representative's firm

Newark and Sherwood District Council

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

[Redacted]

# Application for Injunction (General Form)

Name of court County Court at Nottingham PBA:0087254	Claim No. <b>MOON G364</b>
Claimant's Name and Ref. NEWARK AND SHERWOOD DISTRICT COUNCIL LEG/ [REDACTED] /1887	
Defendant's Name and Ref. [REDACTED] and PERSONS UNKNOWN RESIDENTIALLY OCCUPYING OR UNDERTAKING OPERATIONAL DEVELOPMENT ON THE LAND KNOWN AS LAND AT THE SOUTH EAST SIDE OF MOORHOUSE ROAD IN WESTON NOTTINGHAMSHIRE	

## Notes on completion

Tick which boxes apply and specify the legislation where appropriate

(1) Enter the full name of the person making the application

(2) Enter the full name of the person the injunction is to be directed to

(3) Set out any proposed orders requiring acts to be done. Delete if no mandatory order is sought.

(4) Set out here the proposed terms of the injunction order (if the defendant is a limited company delete the wording in brackets and insert 'whether by its servants, agents, officers or otherwise').

(5) Set out here any further terms asked for including provision for costs

(6) Enter the names of all persons who have sworn affidavits or signed statements in support of this application

(7) Enter the names and addresses of all persons upon whom it is intended to serve this application

- ☐ By application in pending proceedings
- ☒ Under Statutory provision Section 187B Town & Country Planning Act 1990
- ☐ This application is made under Part 8 of the Civil Procedure Rules

This application raises issues under the Human Rights Act 1998

☐

Yes

☐


**Newark and Sherwood District Council applies to the court for an interim injunction order against the Defendants as per the attached draft including permission to serve by an alternative method.**

**An application is also made for the matter to be heard by way of CVP due to the urgent nature of the application being made.**

The grounds of this application are set out in the particulars of claim and written evidence of [REDACTED] filed with this application.

This application is to be served upon:

[REDACTED] and PERSONS UNKNOWN  
RESIDENTIALLY OCCUPYING OR UNDERTAKING OPERATIONAL DEVELOPMENT ON THE  
LAND KNOWN AS LAND AT THE SOUTH EAST SIDE OF MOORHOUSE ROAD IN WESTON  
NOTTINGHAMSHIRE

(8) Enter the full name and address for service and delete as required

This application is filed by Newark and Sherwood District Council  
(~~the Solicitors for~~) the Claimant (~~Applicant/Petitioner~~)  
whose address for service is:  
Castle House,  
Great North Road,  
Newark  
NG24 1BY

Signed



Dated 24 April 2025

To\*  
Name and address of the person application is directed to

of

This application will be heard by the (District) Judge

At

on the day of 20 at o'clock

**If you do not attend at the time shown the court may make an injunction order in your absence**

*If you do not fully understand this application you should go to a Solicitor, Legal Advice Centre or a Citizens' Advice Bureau*

**Statement pursuant to CPR Pt 65.43(d).**

~~The Defendant is entitled to a reasonable opportunity to obtain legal representation and to apply for legal aid which may be available without any means test.~~



PBA:0087254

IN THE COUNTY COURT AT NOTTINGHAM

Claim No.

BETWEEN:

NEWARK & SHERWOOD DISTRICT COUNCIL

Claimant

AND



(4) PERSONS UNKNOWN RESIDENTIALLY OCCUPYING OR UNDERTAKING  
OPERATIONAL DEVELOPMENT ON THE LAND KNOWN AS LAND AT THE  
SOUTH EAST SIDE OF MOORHOUSE ROAD IN WESTON  
NOTTINGHAMSHIRE

Defendants

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**DRAFT INJUNCTION ORDER**

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**IF YOU DO NOT COMPLY WITH THIS ORDER YOU MAY BE HELD IN  
CONTEMPT OF COURT AND IMPRISONED OR FINED OR YOUR ASSETS MAY  
BE SEIZED.**

**ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING  
WHICH HELPS OR PERMITS YOU TO BREACH THE TERMS OF THIS ORDER  
MAY ALSO BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED,  
FINED OR HAVE THEIR ASSETS SEIZED**

**IF YOU DO NOT UNDERSTAND ANYTHING IN THIS ORDER YOU SHOULD GO  
TO A SOLICITOR LEGAL ADVICE CENTRE OR A CITIZEN ADVICE BUREAU**

On the 24 April 2025 before [HH] [District] Judge [ ] sitting at the County  
Court in Nottingham, Canal Street, Nottingham NG1 7EJ/Nottingham Justice Centre,  
Carrington Street, Nottingham NG2 1EE the Court considered an application for an  
injunction

Upon hearing Counsel for the Claimant and the Defendants not being given notice of this  
hearing

UPON reading the written evidence of [REDACTED] signed on 24 April 2025 on behalf of the Claimant

UPON the Court being satisfied that it is appropriate to deal with the application in the first instance without notice to the Defendants

UPON the Court being satisfied that it is appropriate to grant relief against an un-named Defendant and correspondingly to allow service by an alternative method in respect of the 4<sup>th</sup> Defendant

UPON the Claimant's representative taking a good Note of the hearing and undertaking to provide a typed copy to anyone who requests it

IT IS ORDERED THAT:

1. Until further order, the Defendants shall not whether by themselves or encouraging, instructing or allowing another undertake any development (as defined by section 55 of the Town and Country Planning Act 1990) on THE LAND KNOWN AS LAND AT THE SOUTH EAST SIDE OF MOORHOUSE ROAD IN WESTON NOTTINGHAMSHIRE ("the Land") without the grant of planning permission or the written consent of the Claimant's solicitor. For the avoidance of doubt:
  - a) The Defendants must not materially change the use of the Land or undertake any engineering operation, erect any building/structure, bring on to the Land any further caravans/mobile homes, import or deposit any material or excavate the Land without the grant of planning permission or the written consent of the claimant's solicitor.
  - b) Any person who is not living on the Land at the time of the service of this order may not live on the Land after service of this order.
  - c) No caravan or mobile may be stationed on the Land which was not there at the time of the service of this order.
  - d) If a caravan/mobile home is removed from the Land, it may not be replaced with another caravan/mobile home and nor may it be returned to the Land.
2. If the 1<sup>st</sup> Defendant sells or leases the Land, he shall:

- a) Provide a copy of this order to the prospective purchaser/tenant before the Land (or any part therein) is transferred or contracts exchanged;
  - b) Provide the full name and contact details of the new owner/tenant to the Claimant's solicitor within 48 hours of the transfer / exchange of contracts.
3. If the 1<sup>st</sup> Defendant has already sold or leased the Land, he shall provide a copy of this order to the purchaser/tenant and provide the full name and contact details of the purchaser/tenant to the claimant's solicitor as soon as practicable.
4. The Land referred to in this order is the land on the South East side of Moorhouse Road in Weston Nottinghamshire which is as delineated in red on the attached plan.
5. The Claimant shall immediately attempt to personally serve the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Defendants with a copy of this order together with the application, claim form and evidence. Further, to effect service on the 4<sup>th</sup> Defendant the Claimant shall (there being deemed service upon completion of these steps):
  - a) Attach a copy of this order together with the application, claim form and evidence in a clear plastic envelope at the entrance to the Land so that it comes to the attention of any visitors.
  - b) Attach a copy of this order together with the application, claim form and evidence in a clear plastic envelope on the door of every caravan/vehicle on the Land so that it comes to the attention of any occupiers.
  - c) Load up on to its website a copy of this order together with the application, claim form and evidence.
6. In the event that the Council is unable to personally serve the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Defendants, it is permitted to serve the 1st, 2nd and 3rd Defendants by first class post or in accordance with para 5 herein.
7. Liberty to the Defendants to apply to set aside or vary this order upon 48 written notice to the claimant.



8. The matter shall return to Court at 10.30am on [ ] May 2025 with a time estimate of 1 hour. At this hearing, the Court shall reconsider whether the interim order was properly made and whether its terms ought to be varied or discharged. If the Defendants wish to rely upon any evidence to contest the claim, they shall file and serve it at least 3 days before the return hearing.

9. Costs reserved.



- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
2. I make this statement in support of the application for an Injunction pursuant to s187B Town and Country Planning Act 1990, against [REDACTED] and PERSONS UNKNOWN RESIDENTIALLY OCCUPYING OR UNDERTAKING OPERATIONAL DEVELOPMENT ON THE LAND KNOWN AS LAND AT THE SOUTH EAST SIDE OF MOORHOUSE ROAD IN WESTON NOTTINGHAMSHIRE (the "Land") in relation to breaches of planning control.
  3. According to Land registry, the registered owner is [REDACTED]. On 23 April 2025, the Claimant made contact with [REDACTED] and she confirmed that she had sold the Land. [REDACTED] provided the Claimant with a copy of a TR1 and contract. The Land is owned by the First Defendant [REDACTED]. I refer to a true copy of the the TR1 Land Registry Transfer of Whole registered title(s) and contract in my exhibit and marked as [REDACTED]. I also refer to the aerial photo of the site exhibited as "[REDACTED]" which shows the extent of the Land owned by the First Defendant.
  4. On 18 April 2025 (Good Friday) I was notified of potential unauthorised development on the Land April. I was shown photographs of excavations on the Land, land banking, removal of part of a hedge and various plant and machinery including diggers.
  5. On Tuesday 22 April 2025 (8.30am), I visited the Land with [REDACTED], [REDACTED]. I viewed the Land from various viewpoints from the road; specifically, from along Moorhouse Road to the west and south, as well as from Weston Road between the junction of Moorhouse Road and the A1 overbridge to the east.

6. I saw trucks and vehicles coming to and from the site. I could see around 30 caravans and/or mobile homes on the Land within what appeared to be pitches laid out in rows enclosed by post and rail fences. I could see upwards of 50 people, many in high vis jackets and carrying out works.
7. On the same day, colleagues from the Councils Public Protection team attended the Land to undertake a welfare visit on behalf of the Claimant. When Officers arrived, a colleague spoke to a man from a company in marked vehicles, [REDACTED]. He told my colleague the company had been contacted approximately three weeks ago and asked if they could come and quote to rig up an 1800 amp generator that would then have 40 feeds across the site into individual paddocks each with a power supply of 20amps. The gentleman advised that he wasn't aware that it was going to be a site with caravans on it when they first started but it became apparent as the job progressed. The man was asked what 20 amps per plot would power. He told me this would approximately power lighting, a cooker and a washing machine. Officers asked who had ordered the work but he said he didn't have that information to hand. Officers were also told that septic tanks had also been sunk into the ground.
8. As part of the site visit Officers noted that there was 40 separate plots created on the Land, divided into two sets of 20 all marked with wooden post and rail fences and gated with blue cables sticking out ready for the power boxes to be fitted. It was also noted that there was also two 'mobile' construction site toilet units set up and plumbed into the ground, one at each end of the site along with 2 entrances onto the Land, one on Weston Road to the north and one on the West of the Land, Moorhouse Road.
9. As Officers moved along the site they were stopped and were advised by a man that the Land had been purchased and planning permission had already been submitted on 17 April 2025. He also told officers that those people moving onto the Land were moving from sites in [REDACTED] and that they were one big family unit. No identified welfare needs were raised by any of the group. It is to be noted that officers attending on site, although made some enquiries felt intimidated by the group whom at one point surrounded them and made them feel uncomfortable.

10. Following the return of the officers, the planning status of the Land was reviewed by Officers.
11. The Land can only be used for agricultural purposes. Neither the Land nor any buildings thereon can be used as a residence for people to live in. Planning permission has not been granted for the material change of use of the land for residential purposes (a caravan site), nor has planning permission been granted for the importation and use of material on the site for use in the creation of areas of hard standing and access track/ road.
12. As such the Claimant considered there to have been a breach of planning control as defined within section 171A Town and Country Planning Act 1990 (the "Act"), as development (and a material change of use of the building) had been undertaken without the required planning permission.
13. Section 172 (Issue of an Enforcement Notice) of the Act specifies that a local planning Authority may issue an Enforcement Notice where it appears to them that there has been a breach of planning control and that it is expedient to do so given the provisions of the development plan and other material considerations.

#### **Enforcement Notice One**

14. On 24 April 2025 a Planning Enforcement Notice was issued by the Claimant and served on the Land by staking it to the entrance and exit and placing it at each and every plot. The Notice requires the Defendants to:
- A. Cease the use of the land for residential purposes.
  - B. Remove from the land all development that facilitates the material change of use of the land (including but not limited to all hard standing, means of enclosure, structures, buildings and works).
  - C. Return the land to its condition before the breach occurred so as to restore the land to its condition before the development took place.
15. The reasons for serving the Enforcement Notice are as follows:

- The size and scale of the development constitutes an incongruous and intrusive feature in this isolated open countryside location.
- The hard surfacing represents a harmful urbanising feature in the open undeveloped character of the landscape and significantly harms the visual and rural amenities of the area.
- The site is some distance from any nearby settlement. There are no local facilities for everyday living therefore the scale of the development would result in significant number of households needing to travel by private motor vehicles to access such provision. This therefore represents an unsustainable scale of development in this location.
- Whilst the District does not have a 5-year land supply of pitches for gypsy and travellers, Core Policy 5 of the Amended Core Strategy, March 2019 states sites should be reasonably situated to services and facilities.
- The development therefore fails to accord with Policy H of the Planning Policy for Traveller Sites 2024 (PPTS) which seeks to very strictly limit new traveller site development in the open countryside away from existing settlements and site allocations. In addition, paragraph 26 of the PPTS sets out that sites in rural areas respect the scale of and do not dominate the nearest settled community.
- The development therefore fails to accord with Spatial Policy 1 (Settlement Hierarchy), Spatial Policy 3 (Rural Areas), Core Policy 4 (Gypsies and Travellers – New Pitch Provision), Core Policy 5 (Criteria for Considering Sites for Gypsies and Travellers and Travelling Showpeople) and Core Policy 9 (Sustainable Design) and Core Policy 13 (Landscape Character) of the Newark and Sherwood Amended Core Strategy (2019) and Policies DM5 (Design) and DM8 (Development in the Open Countryside) of the Allocations and Development Management DPD (2013) which together form the relevant parts of the Development Plan.

- It appears to the Council that the above breach of planning control has occurred within the last ten years.
16. On 24 April 2025, the Enforcement Notices were served on the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Defendants by posting it by first class post. I refer to true copy of the enforcement notice served in my exhibit and marked "██████".

### Ongoing use & Impact

17. It is evident that the Defendants are using the Land at the site for residential purposes in breach of planning control. The use of the land as a residential caravan site has never received planning consent for this use. I refer to a copy of an aerial photo of the site part way through the development in my exhibit and marked "██████".
18. Since this matter was first brought to the Claimants attention, an application for planning permission has been made for the retention of the use of the site as a *Gypsy Traveller Site* under the application reference 25/00674/FUL. At the time of writing that application has not been validated by the Claimant and certainly the merits of the application itself have not been considered.
19. Accordingly, the continued use of the Land as a caravan site and the associated facilitating works and unlawful development on the Land is a breach of planning control. The Claimant considers that the current size and scale of the unauthorised use of the Land is incongruous and the scale of the land use is such that it dominates the nearest settled communities of Weston, Egmonton and Moorhouse.
20. Further, the Claimant contends that there is a very real possibility that the size and scale of the site is likely to increase (as evidenced by there being 40 plots on site (the same as detailed within the planning application) which exceeds the current number being occupied on site – 30)).
- The Claimant has undertaken an assessment of the Defendants human rights and have considered the effect of obtaining an Injunction on the Defendants against the need to enforce planning control and against the impact upon local residents.

21. The Land is not authorised for residential use. Use as such, is unlawful and in breach of planning control.
22. The significant breaches of planning control continue daily and scale of the development and the Claimant fears that there is a very real and purported risk that the scale and level of the breach of planning control will increase.
23. Other powers have been considered, but the manner in which the significant unlawful development has been carried out in a short period of time, necessitates an application for an injunction to be made.

#### **Urgency/Without Notice**

24. I have been reminded that there is a heightened duty of candour and I must objectively and fully set out the facts for the Court without cherry-picking to present the Council in the best light. I have reflected upon what points could properly be made against the Council.
25. First, the Council could but did not serve a Temporary Stop Notice. This is because the operational development had already been completed. Officers thought that such notice would be ignored.
26. Second, there is a significant unmet **local** need for gypsy traveller pitches in the district of about 169. The Council is progressing with the Local Plan Review but awaits the decision of the Planning Inspector as to whether the draft Plan is sound. This is the basis upon which the Council intends to direct gypsy traveller pitches in the district. I acknowledge that the extent of the shortfall in provision is large and this is a factor which weighs against the Court exercising its discretion. However, I am firmly of the view having discussed the matter with colleagues including [REDACTED] [REDACTED] who has been extensively involved in the GRT plan review), [REDACTED] [REDACTED] that the sheer scale of the unauthorised development renders it unacceptable.



27. Third, planning permission could be granted for the unauthorised development either by the Council (which seems highly unlikely in my view) or upon appeal to the Inspector.
28. There has been a degree of secrecy and well planned/co-ordinated works carried out on the Land. Works on the Land commenced on Good Friday when the general public know the Council offices are closed for a 4 day period. This was a strategic and carefully planned unlawful development.
29. If the Defendants are notified of these proceedings, there is a real fear that unlawful development will continue and increase during the interim period. The unlawful development has already been carried out in secrecy and at an excessive rate, noting the number of contractors and plant and machinery which have been dispatched to carry out the works.

### **Persons Unknown**

30 I understand that the legal test which the Court applies in respect of Persons Unknown was set out in *Boyd & Anor v Ineos Upstream Ltd & Ors* [2019] EWCA Civ 515 (“Ineos”). To assist the Court, I will take each of the 6 criteria in turn and explain why I consider that they are satisfied:

a) A sufficiently real and imminent risk of a tort being committed to justify precautionary relief

I am satisfied that there is a significant risk of further breaches of planning control given the activity which has occurred on site. The submission of the planning application indicates the residential aspirations of the Defendants and there is plenty of room for many more people to live there. Further, without an order against Persons Unknown, it would be easy for the Defendants, to circumvent any order the Court may make, and simply transfer the Land into an Unknown Defendant’s name, for the purpose of further developing the Land.

b) The impossibility of naming the persons who were likely to commit the tort unless restrained

The Council has no idea who may in fact undertake the development on site or subsequently try to live there. I am simply not in a position to judge or even guess who the future occupiers may be and the Defendants have not been forthcoming, having provided the name "██████" for all on the Land.

c) The possibility of giving effective notice of the injunction and for the method of such notice to be set out in the order.

The Council is satisfied that effective notice can be given which will reflect the conventional approach used in dozens of other cases and which makes provision for liberty to apply on behalf of any person.

d) The terms of the injunction correspond to the threatened tort and are not so wide that they prohibited lawful conduct

The injunction simply prevents people from doing that which they not entitled. It only restrains unlawful conduct which is not authorised by planning permission and the unauthorised issues have been explained to the owner.

e) The terms are sufficiently clear and precise as to enable persons potentially affected to know what they had not to do

It is submitted that the order is crafted precisely and with care. It clearly sets out what is forbidden and it is straightforward to verify whether there has been a breach.

f) The injunction should have clear geographical and temporal limits

The injunction is geographically limited to this site.

### **Alternative Service**

31. The Claimant also seeks an Order for alternative service pursuant to CPR Part 6.14, 6.15 6.26 and 6.27 in the form set out in the draft Order.

### **Conclusion**

32. It is plain from the recent development of the Land, that the Defendants are prepared to breach planning control and that nothing short of an injunction will prevent further breaches of planning control. Accordingly, the Claimant apprehends that unless restrained

by injunction the Defendants may continue to develop the Land, particularly over the weekend, when the Council's offices will be closed.

33. The application has been made without notice to the Defendants for the following reasons:

(i) the urgent nature of the relief sought, to prevent further apprehended breach of planning control over the weekend;

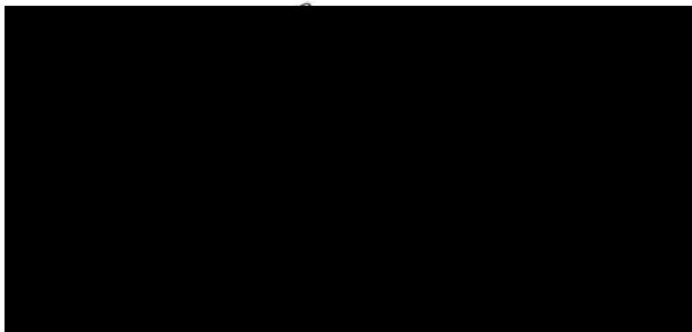
(ii) The risk that if the Defendants are placed on notice it may encourage further breaches of planning control prior to the application being considered, to date the Defendants have shown no regard for the law: changing the use of Land without planning permission;

(iii) It is not possible to put Persons Unknown on notice, as they are "Unknown" and again this is likely to encourage further breaches of planning control if notices were left on the Land.

34. In all of the circumstances, the Claimant considers an Injunction a proportionate measure in order to bring about compliance with planning control.

#### **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.



DATED 24 April 2025

IN THE NOTTINGHAM COUNTY COURT

BETWEEN

NEWARK AND SHERWOOD DISTRICT COUNCIL

(Claimant)

-

[REDACTED]

(First Defendant)

-and-

[REDACTED]

(Second Defendant)

-and-

[REDACTED]

(Third Defendant)

-and-

PERSONS UNKNOWN RESIDENTIALLY OCCUPYING OR UNDERTAKING  
OPERATIONAL DEVELOPMENT ON THE LAND KNOWN AS LAND AT THE  
SOUTH EAST SIDE OF MOORHOUSE ROAD IN WESTON NOTTINGHAMSHIRE

(Fourth Defendant)

---

EXHIBIT

[REDACTED]

---

I, [REDACTED] refer to a true copy of the exhibit, namely the TR1 and contract referred to in my statement dated 24 April 2025 and marked [REDACTED]

Signed:

[REDACTED]

Dated 24 April 2025

## HM Land Registry

## Transfer of whole of registered title(s)

TR1

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.


Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: NT307992
2	Property: Land on the South East Side of Moorhouse Road, Weston
3	Date: 07 March 2025
4	<p>Transferor:</p> <p></p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an email address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

**5 Transferee for entry in the register:**

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix: 16293767

For overseas entities

(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

**6 Transferee's intended address(es) for service for entry in the register:**

**7 The transferor transfers the property to the transferee**

**8 Consideration**

☒ The transferor has received from the transferee for the property the following sum (in words and figures): Thirty Seven Thousand Five Hundred Pounds (£37,500)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

**9 The transferor transfers with**

☒ full title guarantee

☐ limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

**10 Declaration of trust. The transferee is more than one person and**

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

**11 Additional provisions**

11.1 the covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Buyer's failure to make proper searches or to raise requisitions on title or on the results of the Buyer's searches;

11.2 the covenants set out in section 3(3) of the LPMPA 1994 shall extend only to charges or incumbrances created by the Transferor;

11.3 notwithstanding section 6(3) of the LPMPA 1994, all matters recorded at the date of the transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994;

11.4 the transfer does not create by implication any easements or other appurtenant rights for the benefit of the Property and the operation of section 62 of the Law of Property Act 1925 is excluded.



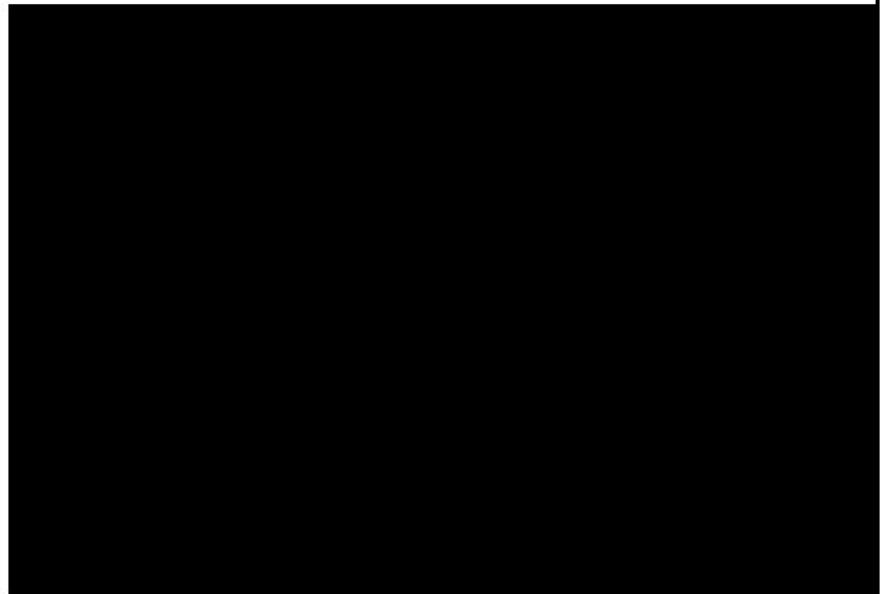
The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

## 12 Execution



Witness Signature:

Witness Name:

Witness Address:

### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.



Dated

07 March

2025

---

AND

---

**CONTRACT FOR THE SALE OF FREEHOLD LAND WITH VACANT POSSESSION**

at

Land on the South East Side of Moorhouse Road, Weston

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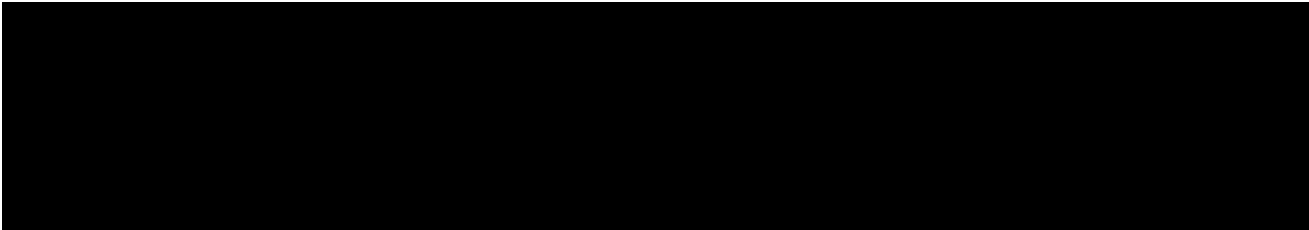
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THIS CONTRACT is made on the 07 day of March 2025

BETWEEN



IT IS HEREBY AGREED

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Contract.

1.1	Definitions:	
	“Buyer's Conveyancer”:	<div></div> <div></div>
	“Completion Date”:	07 March 2025
	“Condition”:	any one of the Part 1 Conditions.
	“Contract Rate”:	interest at 4% per annum above the base rate from time to time of Barclays Bank plc.
	“Deposit”:	£3,750.00 (exclusive of VAT).
	“Electronic Payment”:	payment by electronic means in same day cleared funds from an account held in the name of the Buyer’s Conveyancer at a clearing bank to an account in the name of the Seller’s Conveyancer.
	“LPMPPA 1994”:	Law of Property (Miscellaneous Provisions) Act 1994.
	“Part 1 Conditions”:	the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision).
	“Part 2 Conditions”:	the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision).
	“Property”:	the freehold property known as land on the south east side of Moorhouse Road, Weston being all the property registered at HM Land Registry with title absolute under title number NT307992.
	“Purchase Price”:	£37,500.00 (exclusive of VAT).
	“Seller's Conveyancer”:	<div></div> <div></div>

**“VAT”:** value added tax chargeable in the UK.

**“Written Replies”:** are any:

- (a) written replies that the Seller's Conveyancer has given prior to exchange of this Contract to any written enquiries raised by the Buyer's Conveyancer; or
- (b) written replies to written enquiries given prior to exchange of this Contract by the Seller's Conveyancer to the Buyer's Conveyancer.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this Contract.
- 1.4 The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Schedules.
- 1.5 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this Contract and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.6 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to **writing** or **written** excludes fax and email.

## **2. SALE AND PURCHASE**

- 2.1 The Seller shall sell and the Buyer shall buy the Property for the Purchase Price on the terms of this Contract.
- 2.2 The Buyer cannot require the Seller to:
  - 2.2.1 transfer the Property or any part of it to any person other than the Buyer;

- 2.2.2 transfer the Property in more than one parcel or by more than one transfer; or
- 2.2.3 apportion the Purchase Price between different parts of the Property.

### **3. CONDITIONS**

- 3.1 The Part 1 Conditions are incorporated in this Contract so far as they:
  - 3.1.1 apply to a sale by private treaty;
  - 3.1.2 relate to freehold property;
  - 3.1.3 are not inconsistent with the other clauses in this Contract; and
  - 3.1.4 have not been modified or excluded by any of the other clauses in this Contract.
- 3.2 The terms used in this Contract have the same meaning when used in the Part 1 Conditions.
- 3.3 The following Conditions are amended:
  - 3.3.1 Condition 1.1.1(d) is amended so that reference to the completion date in Condition 1.1.1(d) refers instead to the Completion Date as defined in this Contract;
  - 3.3.2 Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this Contract;
  - 3.3.3 Condition 1.1.1(o) is amended so that reference to VAT in Condition 1.1.1(o) refers instead to VAT as defined in this Contract;
  - 3.3.4 Condition 7.6.3 is amended so that reference to "Condition 4.1.2" is reference to "Clause 9" of this Contract; and
  - 3.3.5 Condition 9.8.3 is amended to add the words "by Electronic Payment" after the word "pay" in both Condition 9.8.3(a) and Condition 9.8.3(b).
- 3.4 Condition 1.1.4(a) does not apply to this Contract.
- 3.5 Condition 9.2.1 does not apply to this Contract.
- 3.6 The Part 2 Conditions are not incorporated into this Contract.

### **4. RISK AND INSURANCE**

- 4.1 With effect from exchange of this Contract, the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property.
- 4.2 No damage to or destruction of the Property nor any deterioration in its condition, however caused, shall entitle the Buyer either to any reduction of the Purchase Price or to refuse to complete or to delay completion.

4.3 Conditions 8.2.2, 8.2.3 and 8.2.4(b) do not apply to this Contract.

**5. DEPOSIT**

5.1 On the date of this Contract, the Buyer shall pay the Deposit by Electronic Payment to the Seller's Conveyancer to be held by the Seller's Conveyancer as stakeholder on terms that on completion the Deposit is paid to the Seller with accrued interest.

5.2 Conditions 3.2.1 and 3.2.2 do not apply to this Contract.

**6. DEDUCING TITLE**

6.1 The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this Contract.

6.2 Copies of the Title Documents have been disclosed to the Buyer's Conveyancer before the date of this Contract.

6.3 Conditions 7.1, 7.2, 7.3.1 and 7.4.2 do not apply to this Contract.

**7. VACANT POSSESSION**

7.1 The Property shall be sold with vacant possession on completion.

**8. TITLE GUARANTEE**

8.1 The Seller shall transfer the Property with full title guarantee.

8.2 The covenants for title implied by the LPMPA 1994 are modified so that:

8.2.1 the covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Buyer's failure to:

(a) make proper searches; or

(b) raise requisitions on title or on the results of the Buyer's searches; and

8.2.2 the covenant set out in section 3(3) of the LPMPA 1994 shall extend only to charges or incumbrances created by the Seller.

8.3 Condition 7.6.2 does not apply to this Contract.

**9. MATTERS AFFECTING THE PROPERTY**

9.1 The Seller shall transfer the Property free from incumbrances other than:

9.1.1 any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry under title number NT307992 as at 06 March 2025 at 10:11:47;

9.1.2 any matters discoverable by inspection of the Property before the date of this Contract;

- 9.1.3 any matters which the Seller does not and could not reasonably know about;
- 9.1.4 any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this Contract;
- 9.1.5 public requirements;
- 9.1.6 any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.

9.2 Conditions 4.1.1, 4.1.2 and 4.1.3 do not apply to this Contract.

## **10. BUYER'S KNOWLEDGE**

10.1 The Buyer is deemed to have full knowledge of:

- 10.1.1 the Seller's title to the Property; and
- 10.1.2 the matters referred to in clause 9.1;

and is not entitled to raise any enquiry, objection, requisition or claim in relation to any of them.

## **11. TRANSFER**

11.1 The transfer of the Property to the Buyer shall contain:

- 11.1.1 a declaration as to the title guarantee with which the transfer is made as stated in clause 8.1 of this Contract;
- 11.1.2 a statement that the covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Buyer's failure to make proper searches or to raise requisitions on title or on the results of the Buyer's searches;
- 11.1.3 a statement that the covenants set out in section 3(3) of the LPMPA 1994 shall extend only to charges or incumbrances created by the Seller;
- 11.1.4 a statement that, notwithstanding section 6(3) of the LPMPA 1994, all matters recorded at the date of the transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Buyer for the purposes of section 6(2)(a) of the LPMPA 1994;
- 11.1.5 a statement that the transfer does not create by implication any easements or other appurtenant rights for the benefit of the Property and the operation of section 62 of the Law of Property Act 1925 is excluded.

11.2 The Seller and the Buyer shall execute as a deed the transfer in the form required by clause 11.1 in original and counterpart.

11.3 Condition 7.6.5(b) does not apply to this Contract.

**12. VAT**

12.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this Contract is exclusive of VAT (if any).

12.2 Condition 2 does not apply to this Contract.

**13. COMPLETION**

13.1 Completion shall take place on the Completion Date but time is not of the essence of the contract unless a notice to complete has been served.

13.2 Condition 1.1.3(b) is amended to read: "in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages, (except those to which the sale is expressly subject) or if the seller produces reasonable evidence that this is the case.".

13.3 Condition 9.1.1 does not apply to this Contract.

13.4 Conditions 9.1.2 and 9.1.3 are varied by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm.

13.5 Condition 9.4 is amended to add a new Condition 9.4(d) to read "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion".

13.6 Condition 9.7 is amended to read: "The buyer is to pay the money due on completion by Electronic Payment and, if appropriate, by an unconditional release of a deposit held by a stakeholder".

13.7 On, or as soon as reasonably practicable after, completion, the Seller shall deliver to the Buyer (or to any other person as the Buyer has directed in writing to the Seller before completion) the completed original transfer in the form required by clause 11.1.

On, or as soon as reasonably practicable after, completion, the Buyer shall deliver to the Seller (or to any other person as the Seller has directed in writing to the Buyer before completion) the completed counterpart transfer in the form required by clause 11.1.

**14. BUYER'S ACKNOWLEDGEMENT OF CONDITION**

14.1 The Buyer acknowledges that before the date of this Contract:

14.1.1 the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property; and

14.1.2 the Buyer has formed its own view as to the condition of the Property and the suitability of the Property for its purposes.



**15. REGISTRATION OF THE TRANSFER**

15.1 The Buyer shall:

- 15.1.1 apply to register the transfer at HM Land Registry promptly following completion;
- 15.1.2 ensure that any requisitions raised by HM Land Registry in connection with its application to register the transfer at HM Land Registry are responded to promptly and properly; and
- 15.1.3 send the Seller official copies of the Buyer's title within one month of completion of the registration.

**16. ENTIRE AGREEMENT**

- 16.1 This Contract constitutes the whole agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 16.2 The Buyer acknowledges that in entering into this Contract the Buyer does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:
  - 16.2.1 set out in this Contract; or
  - 16.2.2 contained in any Written Replies.
- 16.3 Condition 10.1 is varied so that the words "the negotiations leading to it" are replaced with the words "Written Replies".

**17. JOINT AND SEVERAL LIABILITY**

- 17.1 Where a party to this Contract comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this Contract. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 17.2 Condition 1.2 does not apply to this Contract.

**18. NOTICES**

- 18.1 Any notice given under this Contract must be in writing and signed by or on behalf of the party giving it.
- 18.2 Any notice or document to be given or delivered under this Contract must be:
  - 18.2.1 delivered by hand; or

- 18.2.2 sent by pre-paid first class post or other next working day delivery service.
- 18.3 Any notice or document to be given or delivered under this Contract must be sent to the relevant party as follows:
  - 18.3.1 to the Seller at the Seller's Conveyancer;
  - 18.3.2 to the Buyer at the Buyer's Conveyanceror as otherwise specified by the relevant party by notice in writing to the other party.
- 18.4 Any change of the details in clause 18.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:
  - 18.4.1 the date, if any, specified in the notice as the effective date for the change; or
  - 18.4.2 the date five working days after deemed receipt of the notice.
- 18.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 18.6 Any notice or document given or delivered in accordance with clause 18.1, clause 18.2 and clause 18.3 shall be deemed to have been received:
  - 18.6.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a working day, the notice shall be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice shall be deemed to have been received at 9.00 am on the next working day; or
  - 18.6.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- 18.7 In proving delivery of a notice or document, it shall be sufficient to prove that:
  - 18.7.1 a delivery receipt was signed or that the notice or document was left at the address; or
  - 18.7.2 the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service.
- 18.8 A notice or document given or delivered under this Contract shall not be validly given or delivered if sent by email.
- 18.9 Condition 1.3 does not apply to this Contract.

18.10 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**19. THIRD PARTY RIGHTS**

19.1 This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

19.2 Condition 1.5 does not apply to this Contract.

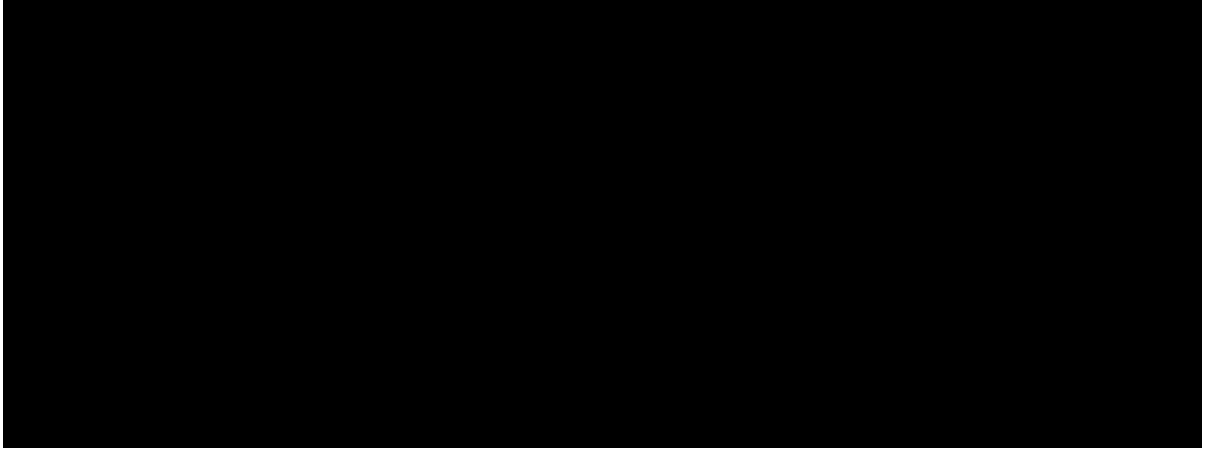
**20. GOVERNING LAW**

This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**21. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

**THIS AGREEMENT HAS BEEN ENTERED INTO ON THE DATE STATED AT THE BEGINNING OF IT.**



IN THE NOTTINGHAM COUNTY COURT

BETWEEN

NEWARK AND SHERWOOD DISTRICT COUNCIL

(Claimant)

-

[REDACTED]

(First Defendant)

-and-

[REDACTED]

(Second Defendant)

-and-

[REDACTED]

(Third Defendant)

-and-

PERSONS UNKNOWN RESIDENTIALLY OCCUPYING OR UNDERTAKING  
OPERATIONAL DEVELOPMENT ON THE LAND KNOWN AS LAND AT THE  
SOUTH EAST SIDE OF MOORHOUSE ROAD IN WESTON NOTTINGHAMSHIRE

(Fourth Defendant)

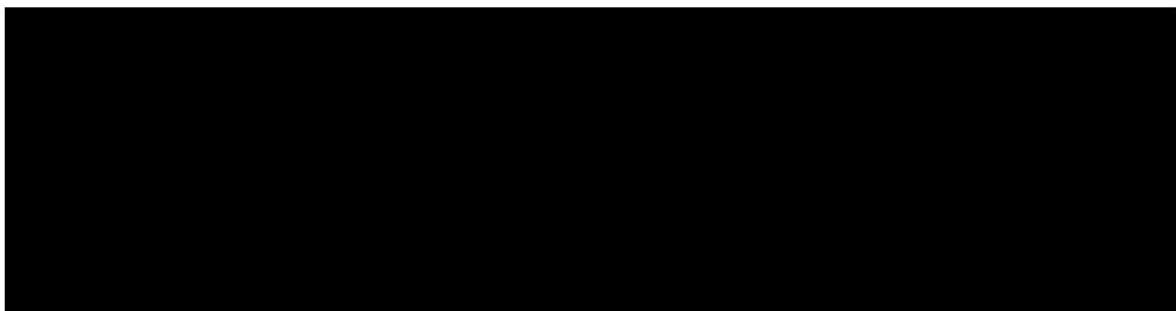
---

EXHIBIT

[REDACTED]

---

I, [REDACTED], refer to a true copy of the exhibit, namely the aerial photo of the  
Land referred to in my statement dated 24 April 2025 and marked [REDACTED]





IN THE NOTTINGHAM COUNTY COURT

BETWEEN

NEWARK AND SHERWOOD DISTRICT COUNCIL

(Claimant)

-

[REDACTED]

(First Defendant)

-and-

[REDACTED]

(Second Defendant)

-and-

[REDACTED]

(Third Defendant)

-and-

PERSONS UNKNOWN RESIDENTIALLY OCCUPYING OR UNDERTAKING  
OPERATIONAL DEVELOPMENT ON THE LAND KNOWN AS LAND AT THE  
SOUTH EAST SIDE OF MOORHOUSE ROAD IN WESTON NOTTINGHAMSHIRE

(Fourth Defendant)

---

EXHIBIT

[REDACTED]

---

I, [REDACTED], refer to a true copy of the exhibit, namely the Enforcement  
Notice referred to in my statement dated 24 April 2025 and marked [REDACTED].

Signed:

*Iken 1887*

Dated 24 April 2025



# NEWARK & SHERWOOD *DISTRICT COUNCIL*

## **IMPORTANT - THIS COMMUNICATION AFFECTS YOUR PROPERTY**

**Town and Country Planning Act 1990**

**(as amended by the Planning and Compensation Act 1991)**

## **ENFORCEMENT NOTICE**

**Issued by: Newark and Sherwood District Council (the Council)**

**Planning Enforcement case reference: 25/00121/ENFA**

**1. THIS NOTICE** is issued by the Council because it appears to them that there has been a breach of planning control, within paragraph (a) of section 171A(1) of the above Act, at the land described below. They consider that it is expedient to issue this notice, having regard to the provisions of the development plan and to other material planning considerations. The Annex at the end of the notice and the enclosures to which it refers contain important additional information.

### **2. THE LAND TO WHICH THE NOTICE RELATES**

'Land' known as Land on the South East side of Moorhouse Road, Weston – outlined in red on the attached Plan A.

### **3. THE MATTERS WHICH APPEAR TO CONSTITUTE THE BREACH OF PLANNING CONTROL**

Without planning permission, 'development' consisting of the making of a material change of use of the land from agriculture to use as a caravan site, including the stationing of caravans and mobile homes and their use for residential purposes; and associated operational development (including but not limited to the laying of hard surface, the erection of means of enclosures, and domestic paraphernalia).



#### **4. REASONS FOR ISSUING THIS NOTICE**

- The size and scale of the development constitutes an incongruous and intrusive feature in this isolated open countryside location.
- The hard surfacing represents a harmful urbanising feature in the open undeveloped character of the landscape and significantly harms the visual and rural amenities of the area.
- The site is some distance from any nearby settlement. There are no local facilities for everyday living therefore the scale of the development would result in significant number of households needing to travel by private motor vehicles to access such provision. This therefore represents an unsustainable scale of development in this location.
- Whilst the District does not have a 5-year land supply of pitches for gypsy and travellers, Core Policy 5 of the Amended Core Strategy, March 2019 states sites should be reasonably situated to services and facilities.
- The development therefore fails to accord with Policy H of the Planning Policy for Traveller Sites 2024 (PPTS) which seeks to very strictly limit new traveller site development in the open countryside away from existing settlements and site allocations. In addition, paragraph 26 of the PPTS sets out that sites in rural areas respect the scale of and do not dominate the nearest settled community.
- The development therefore fails to accord with Spatial Policy 1 (Settlement Hierarchy), Spatial Policy 3 (Rural Areas), Spatial Policy 7 (Sustainable Transport), Core Policy 4 (Gypsies and Travellers – New Pitch Provision), Core Policy 5 (Criteria for Considering Sites for Gypsies and Travellers and Travelling Showpeople) and Core Policy 9 (Sustainable Design) and Core Policy 13 (Landscape Character) of the Newark and Sherwood Amended Core Strategy (2019) and Policies DM5 (Design) and DM8 (Development in the Open Countryside) of the Allocations and Development Management DPD (2013) which together form the relevant parts of the Development Plan.
- It appears to the Council that the above breach of planning control has occurred within the last ten years.
- For remedying the breach by discontinuing the unauthorised use of the land and by restoring the land to its condition before the breach took place.

#### **5. WHAT YOU ARE REQUIRED TO DO**

- A. Cease the use of the land as a caravan site and remove all caravans and mobile homes from the land.

- B. Remove from the land any operational development that facilitates the material change of use of the land (including but not limited to all hard standing, means of enclosure, structures, buildings and ground works) and all domestic paraphernalia, so as to restore the land to its condition before the development took place.

## **6. TIME FOR COMPLIANCE**

- A. 1 day after this notice takes effect.
- B. 90 days after this notice takes effect.

## **7. WHEN THIS NOTICE TAKES EFFECT**

This notice takes effect on 29<sup>th</sup> May 2025, unless an appeal is made against it beforehand.

Dated: 24<sup>th</sup> April 2025

Signed:



On behalf of:  
Newark and Sherwood District Council

Castle House  
Great Northern Road  
Newark  
Nottinghamshire  
NG24 1BY

## Annex

### Your Right Of Appeal

You can appeal against this enforcement notice, but any appeal must be received by the Planning Inspectorate (or be posted or electronically communicated at such time that, in the ordinary course of post or transmission, it would be delivered to the planning inspectorate) before the date specified within paragraph 7 of the notice.

If you want to appeal against this enforcement notice you can do it;

- Online at the Planning Casework Service Area of the Planning Portal ([www.planningportal.gov.uk/pcs](http://www.planningportal.gov.uk/pcs)).
- By getting enforcement appeal forms from the Planning Inspectorate on 0117 372 6372 or by Emailing the Planning Inspectorate at [enquiries@pins.gsi.gov.uk](mailto:enquiries@pins.gsi.gov.uk).

In exceptional circumstances you may give notice of appeal by fax or letter. You should include;

- The name of the planning authority.
- The Site address.
- Your address.
- The effective date of the enforcement notice.

This should immediately be followed by your completed appeal forms.

The Planning Inspectorate's address and contact details are as follows;

The Planning Inspectorate  
CST Room 3/05  
Temple Quay House  
2 The Square  
Bristol  
BS1 6PN

Please Note: Under Section 174 of the TCPA 1990 you may appeal on one or more of the following grounds that;

- In respect of any breach of planning control which may be constituted by the matters stated in the notice, planning permission ought to be granted or, as the case may be, the condition or limitation concerned ought to be discharged [a deemed planning application].

In accordance with paragraph 4.2 of the *Procedural Guide: Planning appeals – England*, if the enforcement notice was served following the refusal of a

retrospective application for the same or very similar development, **the Planning Inspectorate must receive the appeal against the refusal within 28 days from the date the enforcement notice was served** [please refer to *Procedural Guide: Planning appeals – England* for full details].

A DPA will not require a fee if either Regulation 10(2), or 10(7)(a) or (b) of The Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012 applies (summarised below). **If they do not apply, a fee of £1176.00 will be due for a DPA appeal.**

- A fee would not have been payable for an application for planning permission in respect of the matters stated in this Notice.
- An application for planning permission has been made but has yet to be determined by the local planning authority before the date this Notice was issued.
- On refusal of an application for planning permission any appeal of that refusal is made within 28 days of service of this Notice and has yet to be determined by the Secretary of State.
- The DPA and the associated planning application must be by the same person or on behalf of the same applicant and relate to the same land and same development.
- There has not already been a fee exemption applied on this basis to a previous appeal

Under the provisions of Section 118 of the Levelling-up and Regeneration Act 2023, where a local planning authority decides to issue an enforcement notice after a related retrospective planning application has been made, a ground (a) appeal against the enforcement notice cannot be made in the circumstances set out at the following link (see section 174(2A) and (2B) of the Town and Country Planning Act 1990) <https://www.gov.uk/guidance/ensuring-effective-enforcement#Retrospective-planning-application>.

- Those matters have not occurred.
- Those matters (if they have occurred) do not constitute a breach of planning control.
- At the date that the notice was issued, no enforcement action could be taken in respect of any breach of planning control which may be constituted by those matters.

- Copies of the enforcement notice were not served as required by section 172 of the TCPA 1990.
- The steps required by the notice to be taken, or the activities required by the notice to cease, exceed what is necessary to remedy the any breach of planning control which may be constituted by those matters or, as the case may be, to remedy any injury to amenity which has been caused by such breach.
- Any period specified in the notice in accordance with section 173(9) of the TCPA 1990 falls short of what should be reasonably allowed.

Not all of these grounds may be relevant to you.

If you appeal under ground (a) of section 174(2) of the TCPA 1990 this is the equivalent of applying for planning permission for the development alleged in the notice and you will have to pay a fee. You should pay the fee to Newark and Sherwood District Council.

If you decide to appeal, you should state in writing the ground(s) on which you are appealing against the enforcement notice and you should state briefly the facts on which you intend to rely in support of each of those grounds. If you do not do this when you make your appeal the Secretary of State will send you a notice requiring you to do so within 14 days. **The fee in this instance will be £1176.**

## **PERSONS UPON WHOM A COPY OF THE ENFORCEMENT NOTICE HAS BEEN SERVED**

### **The Owner**

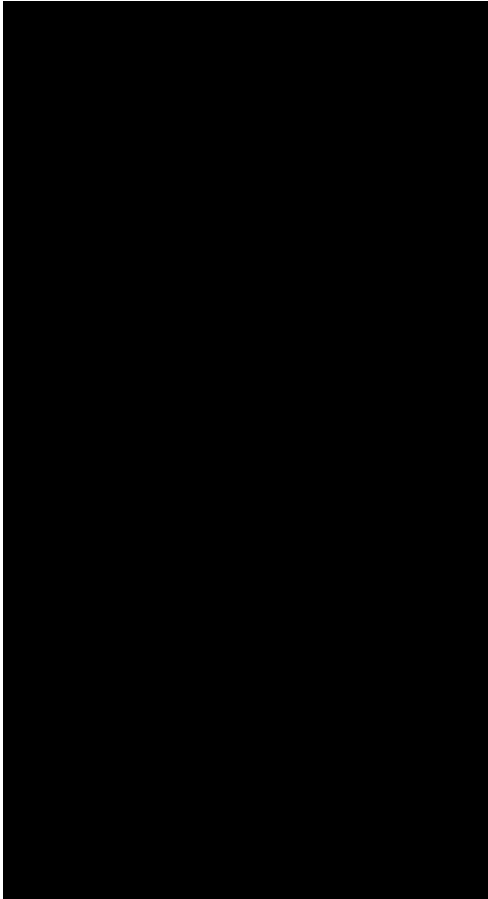
'Land' known as Land on the South East side of Moorhouse Road  
Weston  
Newark

### **The Occupier**

'Land' known as Land on the South East side of Moorhouse Road  
Weston  
Newark

### **Any occupier or persons that have control of the land**

'Land' known as Land on the South East side of Moorhouse Road  
Weston  
Newark



### **WHAT HAPPENS IF YOU DO NOT APPEAL**

If you do not appeal against this enforcement notice, it will take effect on the date specified in paragraph 7 of the notice and you must ensure that the required steps for complying with it, for which you may be held responsible, are taken within the period (s) specified in paragraph 6 of the notice. Failure to comply with an enforcement notice which has taken effect can result in prosecution and/ or remedial action by the Council.

## THIS IS IMPORTANT

If you want to appeal against this enforcement notice you can do it:-

- on-line at the Appeals Casework Portal (<https://acp.planninginspectorate.gov.uk/>); or
- sending us enforcement appeal forms, which can be obtained by contacting us on the details above.

**You MUST make sure that we RECEIVE your appeal BEFORE the effective date on the enforcement notice.**

Please read the appeal guidance documents at <https://www.gov.uk/appeal-enforcement-notice/how-to-appeal>.

In exceptional circumstances you may give written notice of appeal by letter or email. You should include the name and contact details of the appellant(s) and either attach a copy of the Enforcement notice that you wish to appeal or state the following:

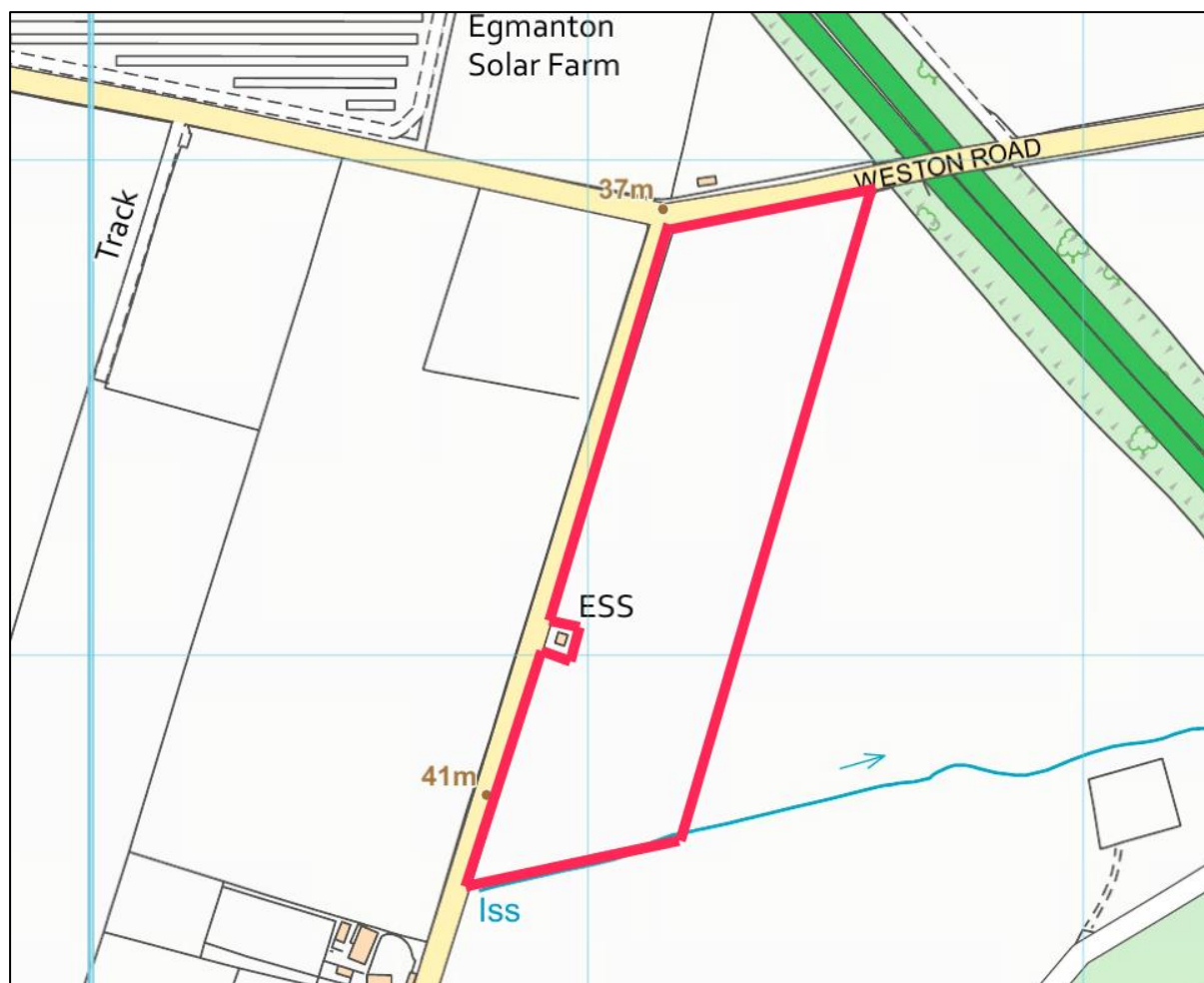
- the name of the local planning authority;
- the site address; and
- the effective date of the enforcement notice.

We MUST receive this BEFORE the effective date on the enforcement notice. This should immediately be followed by your completed appeal forms.

## Plan A

### Planning Enforcement Notice

Plan relating to 'Land' known as Land on the South East side of Moorhouse Road, Weston





IN THE NOTTINGHAM COUNTY COURT

BETWEEN

NEWARK AND SHERWOOD DISTRICT COUNCIL

(Claimant)

-

[REDACTED]

(First Defendant)

-and-

[REDACTED]

(Second Defendant)

-and-

[REDACTED]

(Third Defendant)

-and-

PERSONS UNKNOWN RESIDENTIALLY OCCUPYING OR UNDERTAKING  
OPERATIONAL DEVELOPMENT ON THE LAND KNOWN AS LAND AT THE  
SOUTH EAST SIDE OF MOORHOUSE ROAD IN WESTON NOTTINGHAMSHIRE

(Fourth Defendant)

---

EXHIBIT

[REDACTED]

---

I, [REDACTED], refer to a true copy of the exhibit, namely the photos of the  
development referred to in my statement dated 24 April 2025 and marked [REDACTED]

Signed:

[REDACTED]

Dated 24 April 2025

*Iken 1887*



**PBA 0087254**  
**IN THE COUNTY COURT AT NOTTINGHAM**

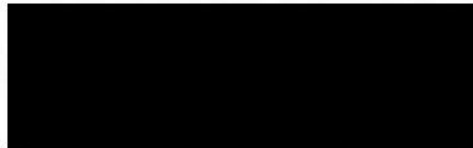
**CLAIM No.:** MOONG 564

**BETWEEN:**

**NEWARK AND SHERWOOD DISTRICT COUNCIL**

**Claimant**

**-and-**



**(4) PERSONS UNKNOWN RESIDENTIALLY OCCUPYING OR UNDERTAKING  
OPERATIONAL DEVELOPMENT ON THE LAND KNOWN AS LAND AT THE  
SOUTH EAST SIDE OF MOORHOUSE ROAD IN WESTON  
NOTTINGHAMSHIRE**

**Defendants**

---

**CERTIFICATE OF URGENCY**

---



I estimate that this matter is likely to occupy the court for 15 - 20 minutes.

I certify that it is urgent for the following reasons:

- Significant unlawful development has been and continues to be carried out on the Land
- The submission of the planning application indicates the residential aspirations of the Defendants and there is plenty of room for many more people to live there.
- The Claimant apprehends that unless restrained by injunction the Defendants may continue to develop the Land, particularly over the weekend, when the Council's offices will be closed.
- The risk that if the Defendants are placed on notice it may encourage further breaches of planning control prior to the application being considered, to date the Defendants have shown no regard for the law: changing the use of Land without planning permission

Signe



**DATED: 24 April 2025**



# Defence form

In the  
County Court at Nottingham

Claim No.  
M00NG564

Newark & Sherwood District Council  
LEG [REDACTED] 1887

Claimant

Defendant(s)

I dispute the claimant's claim because:-

## Statement of Truth

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

☐ **I believe** that the facts stated in this defence form and any continuation sheets are true.

☐ **The Defendant** believes that the facts stated in this section and any continuation sheets are true. **I am authorised** by the defendant to sign this statement.

### Defendant's date of birth

Day

Month

Year

### Signature

☐ Defendant

☐ Litigation friend (where defendant is a child or a patient)

☐ Defendant's legal representative (as defined by CPR 2.3(1))

### Date

Day

Month

Year

Full name

Name of defendant's legal representative's firm

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

Defendant's or defendant's solicitor's address to which documents should be sent.

Building and street

Second line of address

Town or city

County (optional)

Postcode

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

If applicable

Phone number

Fax number

DX number

Your Ref.

Email

## Acknowledgment of service (Part 8 claim)

You should read the 'notes for defendant' attached to the claim form which will tell you how to complete this form, and when and where to send it.

Tick and complete sections A – E as appropriate.  
In all cases you must complete sections F and G

Name of court

The County Court at Nottingham

Claim number

M00NG564

Name of claimant (including any reference)

Newark & Sherwood District Council  
LEG [REDACTED] 1887

Name of defendant (including any reference)

[REDACTED]

### Section A

☐ I do **not** intend to contest this claim

Give details of any order, direction, etc. you are seeking from the court.

### Section B

☐ I intend to contest this claim

Give brief details of any different remedy you are seeking.

### Section C

☐ I intend to dispute the court's jurisdiction

(Please note, any application must be filed within 14 days of the date on which you file this acknowledgment of service)

### Section D

☐ I object to the claimant issuing under this procedure

My reasons for objecting are:

### Section E

☐ I intend to rely on written evidence

My written evidence:

☐ is filed with this form

☐ will be filed within 14 days

### Section F

Full name of defendant filing this acknowledgment



## Section G

### Statement of truth

I understand that proceedings for contempt of court may be brought against a person who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

- ☐ **I believe** that the facts stated in this section and any continuation sheets are true.
- ☐ **The defendant** believes that the facts stated in this section and any continuation sheets are true. **I am authorised** by the defendant to sign this statement.

### Signature

- ☐ Defendant
- ☐ Litigation friend  
(where judgment creditor is a child or a protected party)
- ☐ Defendant's legal representative (as defined by CPR 2.3(1))

### Date

Day

Month

Year

Full name

Name of legal representative's firm

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

Defendant's or defendant's legal representative's address to which documents should be sent.

Building and street

Second line of address

Town or city

County (optional)

Postcode

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

If applicable

Phone number

DX number

Your reference

Email

## Notes for defendant (Part 8 claim form)

**Please read these notes carefully - they will help you to decide what to do about this claim.**

- You have 14 days\* from the date on which you were served with the claim form to respond to the claim
- If you **do not return** the acknowledgment of service, you will be allowed to attend any hearing of this claim but you will **not** be allowed to take part in the hearing unless the court gives you permission to do so
- Court staff can tell you about procedures but they cannot give legal advice. If you need legal advice, you should contact a solicitor or Citizens Advice Bureau immediately

### Time for responding

The completed acknowledgment of service must be returned to the court office within \*(14 days) ( ) of the date on which the claim form was served on you. If the claim form was:

- sent by post, the \*(14 days) ( ) begins 2 business days from the date of the postmark on the envelope.
- delivered or left at your address, the \*(14 days) ( ) begins the second business day after it was delivered.
- handed to you personally, the \*(14 days) ( ) begins on the second business day it was given to you.

### Completing the acknowledgment of service

You should complete sections A - E as appropriate. In **all** cases you must complete sections F and G.

#### Section A - not contesting the claim

If you do **not** wish to contest the remedy sought by the claimant in the claim form, you should complete section A. In some cases the claimant may only be seeking the court's directions as to how to act, rather than seeking a specific order. In these circumstances, if you wish the court to direct the claimant to act in a certain way, give brief details.

#### Section B - contesting the claim

If you do wish to contest the remedy sought by the claimant in the claim form, you should complete section B. If you seek a remedy different from that sought by the claimant, you should give brief details in the space provided.

#### Section C - disputing the court's jurisdiction

You should indicate your intention by completing section C and filing an application disputing the court's jurisdiction within 14 days of filing your acknowledgment of service at the court. The court will arrange a hearing date for the application and tell you and the claimant when and where to attend.

#### Section D - objecting to use of procedure

If you believe that the claimant should not have issued the claim under Part 8 because:

- there **is** a substantial dispute of fact involved; and
  - you do not agree that the rule or practice direction stated does provide for the claimant to use this procedure
- you should complete section D setting out your reasons in the space provided.

#### Section E - written evidence

Complete this section if you wish to rely on written evidence. You must send your written evidence to the court with your acknowledgment of service. It must be verified by a statement of truth or the court may disallow it. If you have agreed with the other party(ies)

an extension of time for filing your written evidence, a copy of your written agreement must be filed with your acknowledgment of service. Please note that the agreement can only extend time by 14 days from the date you file your acknowledgment of service.

### Claims under section 1 of the Inheritance (Provision for Family and Dependents) Act 1975

A defendant who is a personal representative of the deceased must file and serve written evidence which must state to the best of that person's ability:

- full details of the value of the deceased's net estate, as defined in section 25 of the Act;
- the person or classes of person beneficially interested in the estate, and
  - the names and (unless they are parties to the claim) addresses of all living beneficiaries; and
  - the value of their interests in the estate so far as they are known;
- whether any living beneficiary (and if so, naming him) is a child or protected party within the meaning of Rule 21.1(2); and
- any facts which might affect the exercise of the court's powers under the Act.

### Section F - name of defendant

Print your full name, or the full name of the defendant on whose behalf you are completing this form.

### Serving other parties

You must send to any other party named on the claim form, copies of both the acknowledgment of service and any written evidence, at the same time as you file them with the court.

### What happens next

The claimant may, within 14 days of receiving any written evidence from you, file further evidence in reply. On receipt of your acknowledgment of service, the court file will be referred to the judge for directions for the disposal of the claim. The court will contact you and tell you what to do next.

### Statement of truth

This must be signed by you, by your solicitor or your litigation friend, as appropriate.

Where the defendant is a registered company or a corporation the statement must be signed by either the director, treasurer, secretary, chief executive, manager or other officer of the company or (in the case of a corporation) the mayor, chairman, president or town clerk.

*\*For claims under the Inheritance (Provision for Family and Dependents) Act 1975 the period is 21 days.*

In the Nottingham County Court

Claim No. M00NG564

Filed on behalf of the Claimant

Newark and Sherwood District Council

Statement no: 1

Exhibits: [REDACTED]

Made: 24 April 2025

**NEWARK AND SHERWOOD DISTRICT COUNCIL**

**(Claimant)**

[REDACTED]

[REDACTED]

**[REDACTED] First Defendant)**

**-and-**

[REDACTED]

**(Second Defendant)**

**-and-**

[REDACTED]

**(Third Defendant)**

**-and-**

**PERSONS UNKNOWN RESIDENTIALLY OCCUPYING OR UNDERTAKING OPERATIONAL  
DEVELOPMENT ON THE LAND KNOWN AS LAND AT THE SOUTH EAST SIDE OF  
MOORHOUSE ROAD IN WESTON NOTTINGHAMSHIRE**

**(Fourth Defendant)**

---

**WITNESS STATEMENT OF** [REDACTED]

---

I, [REDACTED] c/o Newark and Sherwood District Council, Castle House, Great North Road, Newark Nottinghamshire NG24 1BY will say as follows:

1. I am employed by Newark and Sherwood District Council ("the Claimant") as a

[REDACTED]  
[REDACTED]

[REDACTED]

2. I make this statement in support of the application for an Injunction pursuant to s187B Town and Country Planning Act 1990, against [REDACTED] and PERSONS UNKNOWN RESIDENTIALLY OCCUPYING OR UNDERTAKING OPERATIONAL DEVELOPMENT ON THE LAND KNOWN AS LAND AT THE SOUTH EAST SIDE OF MOORHOUSE ROAD IN WESTON NOTTINGHAMSHIRE (the "Land") in relation to breaches of planning control.
3. [REDACTED] has already made a statement in support of the application. I make this statement to clarify the involvement of the 2<sup>nd</sup> and 3<sup>rd</sup> Defendants and to update the Court as to the current status of the Land.
4. The Claimant has already explained in [REDACTED] statement who owns the Land (1<sup>st</sup> Defendant) and how that ownership came about.
5. On Tuesday 22 April 2025 (8.30am), I visited the Land with [REDACTED]. I viewed the Land from various viewpoints from the road; specifically, from along Moorhouse Road to the west and south, as well as from Weston Road between the junction of Moorhouse Road and the A1 overbridge to the east.
6. I saw trucks and vehicles coming to and from the site. I could see around 30 caravans and/or mobile homes on the Land within what appeared to be pitches laid out in rows enclosed by post and rail fences. I could see upwards of 50 people, many in high vis jackets and carrying out works.

7. On the same day, colleagues from the Council's Public Protection team attended the Land and [REDACTED] sets out in his statement a number of conversations which took place on the Land. Further to those conversations, colleagues were provided with a lead contact name, [REDACTED]". Nothing is known of [REDACTED] and his involvement in the Land save for the name being provided by another individual.
8. In his statement, [REDACTED] refers to a planning application which has been submitted for the retention of the use of the site as a *Gypsy Traveller Site* under the application reference 25/00674/FUL. I have reviewed the planning application and the associated documents. The Plan shows that there still remains areas of the Land (for example plots 19 to 22) and other areas (adult exercise area and toilet blocks) which have not been completed.
9. The application is submitted by an individual named [REDACTED] (the 3<sup>rd</sup> Defendant), and his address given is [REDACTED]  
[REDACTED]  
[REDACTED]. I refer to a true copy of the planning application and the plan received in my exhibit and marked "[REDACTED]"
10. Since [REDACTED] statement was filed with the Court, the Claimant has received a report from the process server who served the Council's Enforcement Notices. He has advised that the individuals on the Land allowed him peaceful entry to serve the Enforcement Notices. He was told that all individuals on the Land were called, [REDACTED] I have examined photographs provided by the process server. It appears from the photographs that there are approximately 40 caravans/mobile homes on the Land. Some parts of the Land were unoccupied by vehicles and some parts of the Land appeared unfinished. I refer to a true copy of photos taken by the process server who attended the Land today in my exhibit and marked [REDACTED]

## **Conclusion**

10. The Claimant maintains that from the recent development of the Land, the Defendants are prepared to breach planning control and that nothing short of an injunction will prevent further breaches of planning control. Accordingly, the Claimant apprehends that unless restrained by injunction the Defendants may continue to

develop the Land, particularly over the weekend, when the Council's offices will be closed.

11. In all of the circumstances, the Claimant considers an Injunction a proportionate measure in order to bring about compliance with planning control.

#### **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.

SIGNE

A large black rectangular box redacting the signature of the witness.A small black rectangular box redacting the name of the witness.

DATED: 24 April 2025



In the Nottingham County Court

Claim No. M00NG564

Filed on behalf of the Claimant

Newark and Sherwood District Council

Statement no: 1

Exhibits: "

Made: 24 April 2025

**NEWARK AND SHERWOOD DISTRICT COUNCIL**

**(Claimant)**

-

**(First Defendant)**

-and-

**(Second Defendant)**

-and-

**(Third Defendant)**

-and-

**PERSONS UNKNOWN RESIDENTIALLY OCCUPYING OR UNDERTAKING OPERATIONAL  
DEVELOPMENT ON THE LAND KNOWN AS LAND AT THE SOUTH EAST SIDE OF  
MOORHOUSE ROAD IN WESTON NOTTINGHAMSHIRE**

**(Fourth Defendant)**

\_\_\_\_\_

\_\_\_\_\_

I, , refer to a true copy of the exhibit, namely the planning application referred to in my statement dated 24 April 2025 and marked

Signed:

Dated 24 April 2025

## Application for Planning Permission

### Town and Country Planning Act 1990 (as amended)

#### Publication of applications on planning authority websites

Please note that the information provided on this application form and in supporting documents may be published on the Authority's website. If you require any further clarification, please contact the Authority's planning department.

### Site Location

**Disclaimer:** We can only make recommendations based on the answers given in the questions.

If you cannot provide a postcode, the description of site location must be completed. Please provide the most accurate site description you can, to help locate the site - for example "field to the North of the Post Office".

Number

Suffix

Property Name

Address Line 1

Address Line 2

Address Line 3

Town/city

Postcode

Description of site location must be completed if postcode is not known:

Easting (x)

Northing (y)

Description

Field to the East of Moorhouse Road and south of Weston Road, Newark NG22 0HH

### Applicant Details

Name/Company

Title

[illegible]

Company Name

\_\_\_\_\_

Address

Address line 1

[illegible]

Are you an agent acting on behalf of the applicant?

☒ Yes

☐ No

Contact Details

Primary number

Fax number

Email address

Agent Details

Name/Company

Title

Address

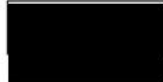
Address line 1

Address line 2

Address line 3

Town/City

Postcode



## Contact Details

Primary number



Secondary number

Fax number

Email address



## Site Area

What is the measurement of the site area? (numeric characters only).

30710.00

Unit

Sq. metres

## Description of the Proposal

Please note in regard to:

- **Fire Statements** - From 1 August 2021, planning applications for buildings of over 18 metres (or 7 stories) tall containing more than one dwelling will require a 'Fire Statement' for the application to be considered valid. There are some exemptions. [View government planning guidance on fire statements](#) or [access the fire statement template and guidance](#).
- **Permission In Principle** - If you are applying for Technical Details Consent on a site that has been granted Permission In Principle, please include the relevant details in the description below.
- **Public Service Infrastructure** - From 1 August 2021, applications for certain public service infrastructure developments will be eligible for faster determination timeframes. See help for further details or [view government planning guidance on determination periods](#).

### Description

Please describe details of the proposed development or works including any change of use

Gypsy Travellers site

Has the work or change of use already started?

- ☐ Yes  
☒ No

## Existing Use

Please describe the current use of the site

Agricultural

Is the site currently vacant?

☒ Yes

☐ No

If Yes, please describe the last use of the site

Agricultural

When did this use end (if known)?

dd/mm/yyyy

**Does the proposal involve any of the following? If Yes, you will need to submit an appropriate contamination assessment with your application.**

Land which is known to be contaminated

☐ Yes

☒ No

Land where contamination is suspected for all or part of the site

☐ Yes

☒ No

A proposed use that would be particularly vulnerable to the presence of contamination

☒ Yes

☐ No

## Materials

Does the proposed development require any materials to be used externally?

☐ Yes

☒ No

## Pedestrian and Vehicle Access, Roads and Rights of Way

Is a new or altered vehicular access proposed to or from the public highway?

☒ Yes

☐ No

Is a new or altered pedestrian access proposed to or from the public highway?

☒ Yes

☐ No

Are there any new public roads to be provided within the site?

☒ Yes

☐ No

Are there any new public rights of way to be provided within or adjacent to the site?

- ☐ Yes  
☒ No

Do the proposals require any diversions/extinguishments and/or creation of rights of way?

- ☐ Yes  
☒ No

If you answered Yes to any of the above questions, please show details on your plans/drawings and state their reference numbers

PLA-SP-01-A

## Vehicle Parking

Does the site have any existing vehicle/cycle parking spaces or will the proposed development add/remove any parking spaces?

- ☒ Yes  
☐ No

Please provide information on the existing and proposed number of on-site parking spaces

**Vehicle Type:**

Cars

**Existing number of spaces:**

0

**Total proposed (including spaces retained):**

49

**Difference in spaces:**

49

## Trees and Hedges

Are there trees or hedges on the proposed development site?

- ☐ Yes  
☒ No

And/or: Are there trees or hedges on land adjacent to the proposed development site that could influence the development or might be important as part of the local landscape character?

- ☐ Yes  
☒ No

If Yes to either or both of the above, you may need to provide a full tree survey, at the discretion of the local planning authority. If a tree survey is required, this and the accompanying plan should be submitted alongside the application. The local planning authority should make clear on its website what the survey should contain, in accordance with the current 'BS5837: Trees in relation to design, demolition and construction - Recommendations'.



## Assessment of Flood Risk

Is the site within an area at risk of flooding? (Check the location on the Government's [Flood map for planning](#). You should also refer to national [standing advice](#) and your local planning authority requirements for information as necessary.)

- ☐ Yes  
☒ No

Is your proposal within 20 metres of a watercourse (e.g. river, stream or beck)?

- ☐ Yes  
☒ No

Will the proposal increase the flood risk elsewhere?

- ☐ Yes  
☒ No

How will surface water be disposed of?

- ☒ Sustainable drainage system  
☐ Existing water course  
☒ Soakaway  
☐ Main sewer  
☐ Pond/lake

## Biodiversity and Geological Conservation

Is there a reasonable likelihood of the following being affected adversely or conserved and enhanced within the application site, or on land adjacent to or near the application site?

To assist in answering this question correctly, please refer to the help text which provides guidance on determining if any important biodiversity or geological conservation features may be present or nearby; and whether they are likely to be affected by the proposals.

a) Protected and priority species

- ☐ Yes, on the development site  
☐ Yes, on land adjacent to or near the proposed development  
☒ No

b) Designated sites, important habitats or other biodiversity features

- ☐ Yes, on the development site  
☐ Yes, on land adjacent to or near the proposed development  
☒ No

c) Features of geological conservation importance

- ☐ Yes, on the development site  
☐ Yes, on land adjacent to or near the proposed development  
☒ No

### Supporting information requirements

Where a development proposal is likely to affect features of biodiversity or geological conservation interest, you will need to submit, with the application, sufficient information and assessments to allow the local planning authority to determine the proposal.

Failure to submit all information required will result in your application being deemed invalid. It will not be considered valid until all information required by the local planning authority has been submitted.

Your local planning authority will be able to advise on the content of any assessments that may be required.

Biodiversity net gain

Biodiversity net gain is a legal requirement for planning permission introduced on 12 February 2024. All applications are required to either provide detailed information proving there will be a biodiversity increase; or explain why the requirement does not apply to the development.

[Find out more about biodiversity net gain, and access digital tools from our partners that can help determine if you are exempt, or produce the biodiversity metric information required.](#)

Do you believe that, if the development is granted permission, the general Biodiversity Gain Condition (as set out in [Paragraph 13 of Schedule 7A of the Town and Country Planning Act 1990 \(as amended\)](#)) would apply?

- ☒ Yes
- ☐ No

Based on your site details, you are likely eligible to [use our partner's online tool to create the metric sheet and all information and supporting documents and plans you need to comply with biodiversity net gain, including the metric sheet](#). Estimated time to complete is 45 minutes.

Please provide the pre-development biodiversity value of onsite habitats on the date of calculation

6.2

Please provide the date the onsite pre-development biodiversity value was calculated

17/04/2025

Note: This should be either the date of the application, or an earlier proposed date

If an earlier date, to the date of the planning application, has been used, please provide details why this date has been used

When was the version of the biodiversity metric used published?

17/04/2025

Please provide the reference or supporting document/plan names for the:

- i. Biodiversity metric calculation
- ii. Onsite irreplaceable habitats (if applicable)
- iii. Onsite habitats existing on the date of the application for planning permission (if applicable)

**Document/Plan:**  
Onsite habitats existing on the date of the application for planning permission

**Document name/reference:**  
Biodiversity net gain

Note: You must supply a complete biodiversity metric calculation with your application. Plans must be drawn to an identified scale, and show the direction of North.

Has there been any loss (or degradation) of any onsite habitat(s), resulting from activities carried out before the date the onsite pre-development biodiversity value was calculated. Either:

- on or after 30 January 2020 which were not in accordance with a planning permission; or
- on or after 25 August 2023 which were in accordance with a planning permission?

- ☐ Yes
- ☒ No

Does the development site have irreplaceable habitats (corresponding to the descriptions in [Column 1 of the Schedule in the Biodiversity Gain Requirements \(Irreplaceable Habitat\) Regulations \(2023\)](#)) which are:

- i. on land to which the application relates; and
- ii. exist on the date of the application for planning permission, (or an earlier agreed date)

- ☐ Yes
- ☒ No

## Foul Sewage

Please state how foul sewage is to be disposed of:

- ☐ Mains sewer
- ☒ Septic tank
- ☐ Package treatment plant
- ☐ Cess pit
- ☐ Other
- ☐ Unknown

Are you proposing to connect to the existing drainage system?

- ☐ Yes
- ☒ No
- ☐ Unknown

## Waste Storage and Collection

Do the plans incorporate areas to store and aid the collection of waste?

- ☒ Yes
- ☐ No

If Yes, please provide details:

Access road through the site is large enough for refuse vehicles

Have arrangements been made for the separate storage and collection of recyclable waste?

- ☒ Yes
- ☐ No

If Yes, please provide details:

Each pitch will have separate bins for recycling

## Trade Effluent

Does the proposal involve the need to dispose of trade effluents or trade waste?

- ☐ Yes
- ☒ No

## Residential/Dwelling Units

Does your proposal include the gain, loss or change of use of residential units?

- ☒ Yes
- ☐ No

**Please note: This question is based on the current housing categories and types specified by government.**

If your application was started before 23 May 2020, the categories and types shown in this question will now have changed. We recommend that you review any information provided to ensure it is correct before the application is submitted.

## Proposed

Please select the housing categories that are relevant to the proposed units

- ☐ Market Housing
- ☐ Social, Affordable or Intermediate Rent
- ☐ Affordable Home Ownership
- ☐ Starter Homes
- ☒ Self-build and Custom Build

Self-build and Custom Build

Please specify each type of housing and number of units proposed

Housing Type:

Other

1 Bedroom:

0

2 Bedroom:

0

3 Bedroom:

0

4+ Bedroom:

0

Unknown Bedroom:

40

Total:

40

Proposed Self-build and Custom Housing Category Totals	1 Bedroom Total	2 Bedroom Total	3 Bedroom Total	4+ Bedroom Total	Unknown Bedroom Total	Total
	0	0	0	0	40	40

Existing

Please select the housing categories for any existing units on the site

- ☐ Market Housing
- ☐ Social, Affordable or Intermediate Rent
- ☐ Affordable Home Ownership
- ☐ Starter Homes
- ☐ Self-build and Custom Build

Totals

Total proposed residential units	40
Total existing residential units	0
Total net gain or loss of residential units	40



## All Types of Development: Non-Residential Floorspace

Does your proposal involve the loss, gain or change of use of non-residential floorspace?

Note that 'non-residential' in this context covers all uses except Use Class C3 Dwellinghouses.

☐ Yes

☒ No

## Employment

Are there any existing employees on the site or will the proposed development increase or decrease the number of employees?

☐ Yes

☒ No

## Hours of Opening

Are Hours of Opening relevant to this proposal?

☐ Yes

☒ No

## Industrial or Commercial Processes and Machinery

Does this proposal involve the carrying out of industrial or commercial activities and processes?

☐ Yes

☒ No

Is the proposal for a waste management development?

☐ Yes

☒ No

## Hazardous Substances

Does the proposal involve the use or storage of Hazardous Substances?

☐ Yes

☒ No

## Site Visit

Can the site be seen from a public road, public footpath, bridleway or other public land?

☒ Yes

☐ No

If the planning authority needs to make an appointment to carry out a site visit, whom should they contact?

☒ The agent

☐ The applicant

☐ Other person

## Pre-application Advice

Has assistance or prior advice been sought from the local authority about this application?

- ☐ Yes  
☒ No

## Authority Employee/Member

With respect to the Authority, is the applicant and/or agent one of the following:

- (a) a member of staff  
(b) an elected member  
(c) related to a member of staff  
(d) related to an elected member

It is an important principle of decision-making that the process is open and transparent.

For the purposes of this question, "related to" means related, by birth or otherwise, closely enough that a fair-minded and informed observer, having considered the facts, would conclude that there was bias on the part of the decision-maker in the Local Planning Authority.

Do any of the above statements apply?

- ☐ Yes  
☒ No

## Ownership Certificates and Agricultural Land Declaration

Certificates under Article 14 - Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended)

Please answer the following questions to determine which Certificate of Ownership you need to complete: A, B, C or D.

Is the applicant the sole owner of all the land to which this application relates; and has the applicant been the sole owner for more than 21 days?

- ☒ Yes  
☐ No

Is any of the land to which the application relates part of an Agricultural Holding?

- ☐ Yes  
☒ No

### Certificate Of Ownership - Certificate A

I certify/The applicant certifies that on the day 21 days before the date of this application nobody except myself/ the applicant was the owner\* of any part of the land or building to which the application relates, and that none of the land to which the application relates is, or is part of, an agricultural holding\*\*

\* "owner" is a person with a freehold interest or leasehold interest with at least 7 years left to run.

\*\* "agricultural holding" has the meaning given by reference to the definition of "agricultural tenant" in section 65(8) of the Act.

NOTE: You should sign Certificate B, C or D, as appropriate, if you are the sole owner of the land or building to which the application relates but the land is, or is part of, an agricultural holding.

Person Role

- ☐ The Applicant  
☒ The Agent

Declaration Date

☒ Declaration made

## Declaration

I/We hereby apply for Full planning permission as described in the questions answered, details provided, and the accompanying plans/drawings and additional information.

I/We confirm that, to the best of my/our knowledge, any facts stated are true and accurate and any opinions given are the genuine opinions of the person(s) giving them.

I/We also accept that, in accordance with the Planning Portal's terms and conditions:

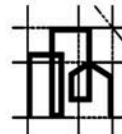
- Once submitted, this information will be made available to the Local Planning Authority and, once validated by them, be published as part of a public register and on the authority's website;
- Our system will automatically generate and send you emails in regard to the submission of this application.

☒ I / We agree to the outlined declaration

Signed

	
--	--

Date





Filed on behalf of the Claimant

Newark and Sherwood District Council

Statement no: 1

Exhibits: [REDACTED]

Made: 24 April 2025

**NEWARK AND SHERWOOD DISTRICT COUNCIL**

**(Claimant)**

**-**

[REDACTED]

**(First Defendant)**

**-and-**

[REDACTED]

**(Second Defendant)**

**-and-**

[REDACTED]

**(Third Defendant)**

**-and-**

**PERSONS UNKNOWN RESIDENTIALLY OCCUPYING OR UNDERTAKING OPERATIONAL  
DEVELOPMENT ON THE LAND KNOWN AS LAND AT THE SOUTH EAST SIDE OF  
MOORHOUSE ROAD IN WESTON NOTTINGHAMSHIRE**

**(Fourth Defendant)**

\_\_\_\_\_

[REDACTED]

\_\_\_\_\_

I, [REDACTED], refer to a true copy of the exhibit, namely photos taken of the Land on 24 April 2025 referred to in my statement dated 24 April 2025 and marked [REDACTED]

Signed

[REDACTED]

Dated 24 April 2025

24 Apr 2025 at 11:16:09  
Moorhouse Road, Egmont  
Newark  
England  
NG22  
United Kingdom







24 Apr 2025 at 11:06:41  
Moorhouse Road, Egmonton  
Newark  
England  
NG22  
United Kingdom



24 Apr 2025 at 11:16:08  
Moorhouse Road, Egmanton  
Newark  
England  
NG22  
United Kingdom



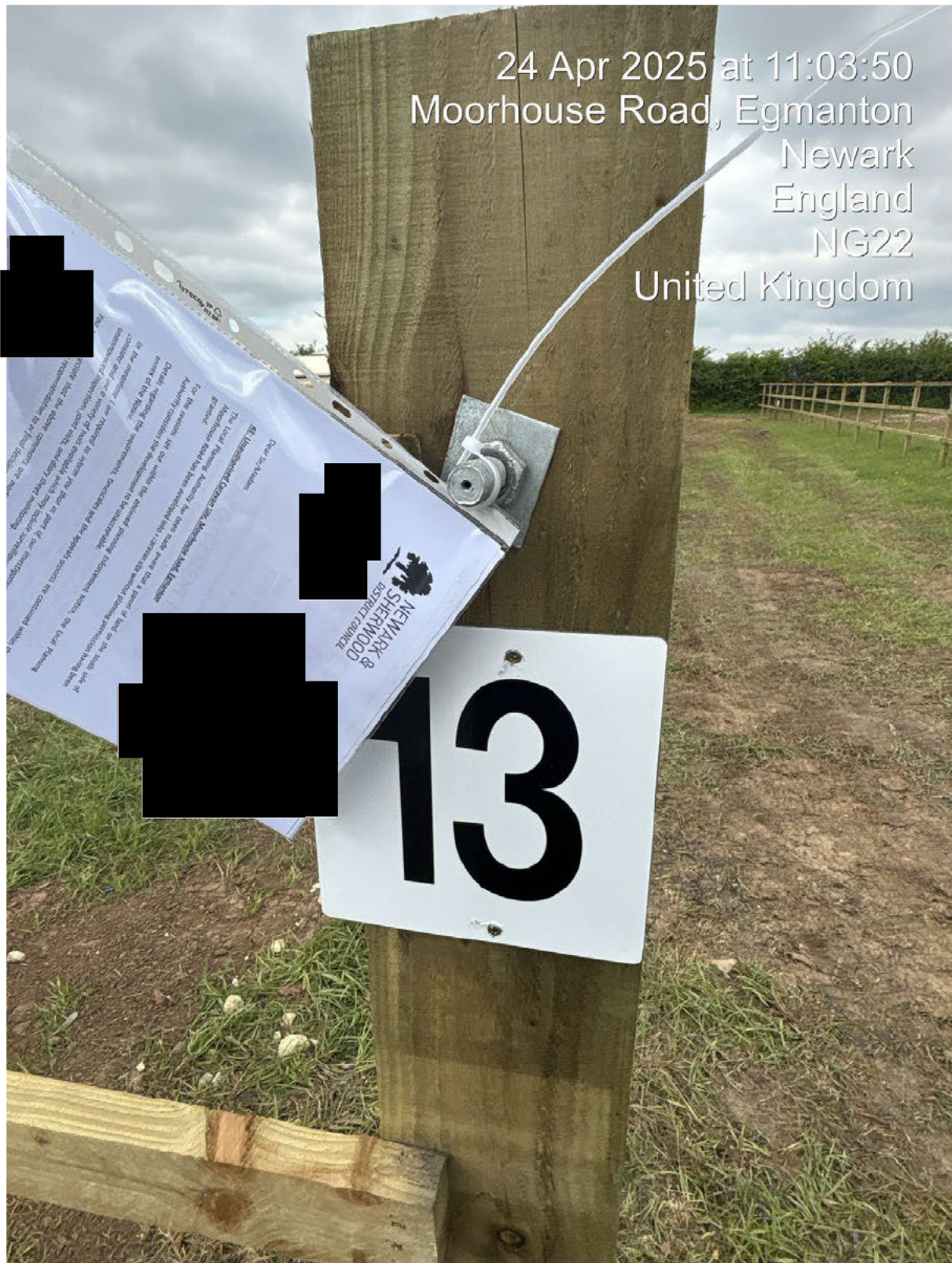


24 Apr 2025 at 10:54:03  
Weston Road, Egmanton  
Newark  
England  
NG22  
United Kingdom





24 Apr 2025 at 11:03:50  
Moorhouse Road, Egmanton  
Newark  
England  
NG22  
United Kingdom





24 Apr 2025 at 11:02:53  
Moorhouse Road, Egmont  
Newark  
England  
NG22  
United Kingdom

