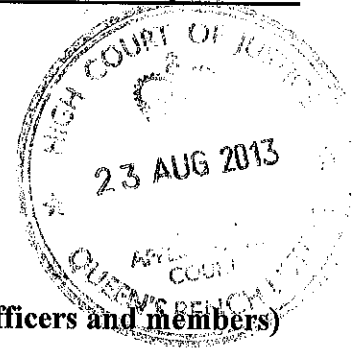


**IN THE HIGH COURT OF JUSTICE**  
**QUEEN'S BENCH DIVISION**

**Before the Honourable Mr Justice Turner**

**Dated 22nd August 2013**

**B E T W E E N:**



**(1) NATIONAL FARMERS UNION**

**(in a representative capacity on behalf of its employees, officers and members)**

**(2) Mr PETER KENDALL**

**(for himself and in a representative capacity on behalf of all farmers and members of the National Farmers Union who occupy land in the areas covered by the badger cull pilot schemes in Somerset, Gloucestershire and Dorset)**

**(3) Mr RUPERT DOD**

**(for himself and on behalf of any and all personnel involved in the administration and operation of the badger cull pilot scheme in Somerset)**

**(4) Mr CARL GRAY**

**(for himself and on behalf of any and all personnel involved in the administration and operation of the badger cull pilot scheme in Gloucestershire)**

**(5) Mr PAUL GOULD**

**(for himself and on behalf of any and all personnel involved in the administration and operation of the badger cull pilot scheme in Dorset)**

**Claimants**

**and**

**(1) Mr JAY TIERNAN, representing members, participants and supporters of the unincorporated association known as The Coalition of Badger Action Groups and/or Stop The Cull.**

**(2) Mr DAVE PEEL representing members, participants and supporters of the unincorporated association known as Squat The Cull**

**(3) The unincorporated association known as GLOUCESTERSHIRE BADGER DEFENDERS**

**(4) Ms DEBBIE VINCENT**

**(5) PERSONS UNKNOWN, participating in unlawful activity designed to harass farmers, land owners and occupiers and/or otherwise interfere with badger cull pilot schemes.**

**Defendants**

**and**

**THE BADGER TRUST**

**Interested Party**

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## ORDER

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### Penal Notice

**IF YOU THE DEFENDANT DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.**

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

**IN ADDITION, YOU MAY ALSO BE COMMITTING AN ARRESTABLE OFFENCE WITHIN THE MEANING OF SECTION 24 OF THE POLICE AND CRIMINAL EVIDENCE ACT 1984 WHICH MEANS YOU MAY BE SUMMARILY ARRESTED BY THE POLICE WITHOUT A WARRANT.**

### Notice to Anyone who Knows of this Order

You should read the terms of the Order and Practice Guidance (Interim Non-disclosure Orders) [2012] 1 WLR 1003 very carefully. You are advised to consult a solicitor as soon as possible. This Order prohibits you from doing the acts set out in **paragraph 3** of the Order and obliges you to do the acts set out in **paragraph 8** of the Order. You have the right to ask the Court to vary or discharge the Order. If you disobey this Order you may be found guilty of contempt of court and you may be sent to prison or fined or your assets may be seized. In addition, you may also be committing an arrestable offence within the meaning of section 24 of the Police and Criminal Evidence Act 1984 which means you may be summarily arrested by the Police without a warrant for your arrest.

### This order

1. This is an Injunction, with other orders as set out below, made against the Defendants on 22<sup>nd</sup> August 2013 by the Judge identified above (“the Judge”) on the application (“the Application”) of the Claimants. The Judge:
  - (a) read the witness statements referred to in Schedule A at the end of this Order;
  - (b) accepted the undertakings set out in Schedule B at the end of this Order; and
  - (c) considered the provisions of the Human Rights Act 1998 (“HRA”), section 12 .

### Injunction

2. In this Order:

- 2.1. “the Cull” means the taking or killing of badgers under licences granted by Natural England under s.10(2)(a) of the Protection of Badgers Act 1992.

- 2.2. "the Cull Zone" means the areas of land in Gloucestershire, Worcestershire, Herefordshire, Somerset and Dorset and each of them as identified by hatched markings on the maps in Schedule D of this order situated:
- 2.2.1. in Gloucestershire, the council districts of the Forest of Dean, Tewkesbury; parts of the county of Worcestershire (being the council districts of Wychavon and Malvern Hills) and the South East part of the county of Herefordshire (being the council districts of Ledbury, Frome, Backbury, Old Gore, Ross-on-Wye East and West, Penyard, Kerne Bridge, Llangaron, Pontrilas, Hollington and Valletts), excluding the area of the public forest estate in the Statutory Forest of Dean.
- 2.2.2. in Somerset, the council districts of West Somerset and Taunton Deane.
- 2.2.3. in Dorset, the council districts of West Dorset and North Dorset.
- 2.3. A person is "participating in the Cull" if he is:
- 2.3.1. any person involved in or assisting the taking or killing of badgers in accordance with the Cull;
- 2.3.2. any land owner in the Cull Zone who has authorised access to his land for the purposes of the Cull; and
- 2.3.3. any occupier of premises or land in the Cull Zone to which access has been authorised for the purposes of the Cull.
- 2.4. "Persons Unknown" means:
- 2.4.1. any person protesting against the Cull or participating in unlawful activity designed to harass or intimidate (i) farmers, land owners or occupiers of land within the Cull Zone who are participating in the Cull; (ii) individuals participating in the Cull including but not limited to suppliers, contractors, and those undertaking culling activity; (iii) employees, officers and members of the National Farmers' Union; and/or otherwise interfering with or attempting to interfere with the Cull.
- 2.4.2. any person who has taken any preparatory steps to do or encourage others to do any of the acts prohibited in this Order; and
- 2.4.3. includes but is not limited to any member or supporter of the unincorporated associations or groups named as Defendants and any member or supporter of any hunt saboteur group or animal rights protest groups interfering with or attempting to interfere with the Cull.
- 2.5. "Protected Persons" and "Protected Person" means the following and each of them:
- 2.5.1. the named individual Claimants namely Mr Peter Kendall, Mr Rupert Dod, Mr Carl Gray and Mr Paul Gould ("the Individual Claimants");
- 2.5.2. all farmers and land occupiers (including members of the National Farmers Union) who occupy land in the Cull Zone who are participating in the Cull;
- 2.5.3. employees, officers and members of the National Farmers' Union;
- 2.5.4. any person participating in the Cull including but not limited to suppliers, contractors and those undertaking culling activity;
- 2.5.5. the spouses, partners and children of any of the Protected Persons identified in paragraphs 2.4.1 – 2.4.4; and
- 2.5.6. any person other than a Defendant who is seeking to work at or visit any land, premises or home belonging to or occupied by any other Protected Person;

UPON hearing Counsel for the Claimants, Counsel for the Interested Party and the First Defendant in person

**IT IS ORDERED THAT:**

3. Until 6<sup>th</sup> September 2013 (“the Return Date”) or further Order of the Court, the Defendants must not (whether by themselves, their agents or any person acting on their behalf) and must not procure, incite, aid, abet or encourage any other person to do any of the following:
  - (1) Enter onto any privately owned land within the Cull Zone without the express or implied consent of the owner or lawful occupier of that land excluding any public rights of way;
  - (2) Assault, molest, threaten or cause harassment, alarm or distress to any Protected Person.
  - (3) (a) Make any abusive or threatening communication whether orally, by telephone, in writing, by facsimile, by email or other electronic communication with any Protected Person;
  - (b) Make any repetitive telephone calls or any repetitive communications (including communications via any social networking website) to any Protected Person without their consent.
  - (4) Knowingly picket, demonstrate, loiter, or conduct any other protest or protest-related activities within 100 metres of any fixed structure occupied as a home or within 25 m of any fixed structure occupied by people as business premises (excluding animal pens) by any of the Protected Persons within the Cull Zone;
  - (5) Operate (whether the operator is within the Cull Zone or not) or use any remote controlled devices on or in the air space above or on water within privately owned land within the Cull Zone without the consent of the owner or lawful occupier of that land including but not limited to remote controlled helicopters, land vehicle or boats;
  - (6) Stop or attempt to stop any Protected Person without lawful cause from entering or leaving any building, premises or land within the Cull Zone which they are lawfully entitled to enter or leave including but not limited to:
    - (i) lock, tether, bolt, block or otherwise interfere with or obstruct any door, gate, or means of entrance or exit to any such building premises or land;
    - (ii) restrain, detain or imprison any Protected Person within any building, premises or area of land within the Cull Zone; and

- (iii) coerce or compel any Protected Person against his will to enter, leave, not enter or not leave any such building, premises or land whether by threats, intimidation or any way howsoever.
- (7) Carry out any activity in sub paragraphs (i),(ii) and (iii) for the purpose of disturbing badgers or wildlife or harassing or obstructing any Protected Persons on any privately owned land within the Cull Zone without the consent of the owner or lawful occupier of the land:
- (i) between the hours of 6.30pm and 6 am use any artificial light sources including but not limited to flame, candles, LED lights, torches, camera flashes or any kind of flashing light on the said land;
  - (ii) between the hours of 6.30pm and 6 am, use any artificial light source of excessive brightness and/or excessive beam distance or throw (being the maximum distance at which it produces light) including but not limited to (a) any artificial light source in excess of 200 lumens (b) any artificial light source capable of producing a beam distance in excess of 50 metres
- save that nothing in this paragraph prohibits lawful use of torches or similar artificial light sources (excluding those of excessive brightness or excessive beam distance) on public footpaths for the purpose of navigating the footpath in the dark.
- (iii) make or cause to be made during any lawful demonstration or otherwise excessive noise on or within 25m of any privately owned land occupied by a Protected Person within the Cull Zone whether by use of any megaphone, klaxon, siren, vuvuzela, whistle, drum, rape alarm, noise amplification device or any other instrument or appliance used or capable of being used to generate noise or otherwise without the consent of the owner or lawful occupier of that land
- (8) Use artificial lighting in any way intended to or likely to have the consequences of disturbing any Protected Person in their home including but not limited to between the hours of 6.30pm and 6am use any artificial light sources within 200m of any such home including but not limited to flame, candles, LED lights, torches, camera flashes or any kind of flashing light save that nothing in this paragraph prohibits lawful use of torches or similar artificial light sources (excluding those of excessive brightness or excessive beam distance) on public footpaths for the purpose of navigating the footpath in the dark.
- (9) Harass or intimidate any Protected Person by photographing or filming any such Protected Person, any vehicle used or owned by a Protected Person and/or any land, premises or house belonging to or occupied by any Protected Person.
- (10) Use, publish, communicate or disclose (whether on the internet or howsoever) any still or moving images from which any Protected Person, their vehicle, home, farm or premises can be identified whether from the image alone or in conjunction with other information;

(11) Use, publish, communicate or disclose (whether on the internet or howsoever) to any other person (other than by way of disclosure to legal advisers instructed in relation to these proceedings (the "Defendants' legal advisers") for the purpose of obtaining legal advice in relation to these proceedings, or for the purpose of carrying this Order into effect):

- a. The residential address of any Protected Person or any images that would allow such address to be identified;
- b. The telephone or fax number or numbers (including mobile telephone numbers) of any Protected Person;
- c. The email address of any Protected Person;
- d. The vehicle registration number or numbers of any vehicles owned or used by any Protected Person or any images that would allow such vehicles to be identified; and
- e. Any information that would cause or allow any Protected Person to be identified as associated with or participating in the Cull whether alone or in combination with other information; (hereafter paragraphs (a) to (e) inclusive are referred to as "Personal Information")

without the express written consent of the respective Protected Person, save that nothing in this order prohibits identification of the Individual Claimants by name alone (and occupation and representative capacity in this action) for the purposes of a fair and accurate report of these proceedings;

(12) Cause, encourage or procure publication or communication of any Personal Information aforesaid of any Protected Person whether directly or indirectly by any means whatsoever including but not limited to publishing or communicating hyperlinks to websites where any such Personal Information may be available or by a third party publisher; and

(13) Any acts which amount to harassment of any Protected Person.

### **Directions & Supplementary Orders**

#### **IT IS FURTHER ORDERED:**

4. The National Farmers' Union do represent its employees, officers and members and further that:

4.1. Mr Peter Kendall do represent all farmers, land occupiers and members of the National Farmers' Union who occupy land in the Cull Zone in Somerset, Gloucestershire and Dorset;

4.2. Mr Rupert Dod do represent any participants in and all personnel involved in the administration and operation of the Cull in Somerset;

- 4.3. Mr Carl Gray do represent any participants in and all personnel involved in the administration and operation of the Cull in Gloucestershire; and
- 4.4. Mr Paul Gould do represent any participants in and all personnel involved in the administration and operation of the badger cull pilot scheme in Dorset.
5. The Badger Trust (company no. 5460677) have permission to be joined as an Interested party to these proceedings and to take part in those proceedings by filing and serving evidence and (if so advised) by making written and oral submissions (which may be limited to a specified duration if the court so directs).
6. The parties should serve any further evidence, statements of case or skeleton arguments on the Badger Trust as an Interested Party.
7. No costs shall be awarded to or against the Badger Trust or its members in respect of its application dated 22<sup>nd</sup> August 2013 or the hearing on 22<sup>nd</sup> August 2013.
8. Any Defendant wishing to apply to vary or discharge this Order is to file any evidence by 4pm on Friday 30<sup>th</sup> August 2013 if so advised.
9. This matter be listed for the Return Date hearing at 10.30am on Friday 6<sup>th</sup> September 2013. In the event that no evidence is filed by 4pm on Friday 30<sup>th</sup> August 2013, the Court directs that no further hearing shall be necessary and the first clause of paragraph 3 of this Order be amended to read "Until trial or further Order of the Court".

#### **SUBSTITUTED SERVICE**

10. The Claimants have permission to serve this Order, the Claim Form and other documents in these proceedings by any of the following alternative methods:
- 10.1. on the First Defendant either by email transmission to [stopthebadgercull@gmail.com](mailto:stopthebadgercull@gmail.com) or by first class post to CBAG, c/o Kebele, 14 Robertson Road, Easton, Bristol BS5 6JY.
- 10.2. on the Second Defendant by electronic transmission to the Facebook account [www.facebook.com/squat.the.cull](http://www.facebook.com/squat.the.cull).
- 10.3. on the Third Defendant by electronic transmission to the Facebook account [www.facebook.com/GloucestershireBadgerDefenders](http://www.facebook.com/GloucestershireBadgerDefenders)
- 10.4. on the Fourth Defendant by electronic transmission to [debbie\\_vincent@rocketmail.com](mailto:debbie_vincent@rocketmail.com)
- 10.5. and to serve this Order on all defendants by exhibiting the same on posts around the boundaries of and/or within the Cull Zone.
11. The service of the Claim Form as set out in Schedule C be deemed good service and further service of the Claim Form be dispensed with.
12. The First Claimant undertakes it will use its best endeavours to publicise this Order by posting a copy of it on its website at [www.nfuonline.com](http://www.nfuonline.com).

13. The Defendants are required to notify their members of the fact that this Order has been made by posting on any websites identified in this paragraph and on any other website they publish or may in future publish: (a) that a Court Order has been made prohibiting activity in the Cull Zone and (b) post a copy of this Order on the following websites (save in the case of twitter.com by posting link to a copy of the Order) and to maintain a copy of this Order on such websites until the conclusion of trial or further order of the Court as follows:

13.1. the First Defendant on:

13.1.1. [www.badger-killers.co.uk](http://www.badger-killers.co.uk);

13.1.2. [www.stopthecull.net](http://www.stopthecull.net);

13.1.3. [www.facebook.com/freeda.brocks.5](http://www.facebook.com/freeda.brocks.5);

13.1.4. [www.facebook.com/stopthecull](http://www.facebook.com/stopthecull);

13.1.5. <http://www.youtube.com/channel/UC4Tnh6-evf-ZBNBLgVWPdkQ>

13.1.6. <https://plus.google.com/109049615381794069089#s/freeda%20brocks>

13.1.7. <https://twitter.com/freebrocks>

and using his best endeavours to procure the posting on [www.badger-killers.com](http://www.badger-killers.com)

13.1.8. the Second Defendant on

13.1.8.1. <http://badgercullsquatters.wordpress.com/>

13.1.8.2. <https://www.facebook.com/squat.the.cull>

13.2. the Third Defendant by posting on :  
<https://www.facebook.com/GloucestershireBadgerDefenders>

13.3. the Fourth Defendant to use her best endeavours to procure the posting on [www.badger-killers.com](http://www.badger-killers.com)

14. There be liberty to the Claimants to apply on 48 hours notice to extend or alter the definition of the Cull Zone.

15. The witness statements in support of this application shall not be published or disclosed to any third parties (other than by way of disclosure to legal advisers instructed in relation to these proceedings for the purpose of obtaining legal advice in relation to these proceedings, or for the purpose of carrying this Order into effect).

16. The identity of the non-party witness FF providing a witness statement in support of this application and claim must not be disclosed in accordance with CPR 39.2(4) and will be anonymised in this Order and any judgments of the Court by identification by the letters FF only. The witness statements of any anonymised witnesses may not be published or disclosed to any third parties (other than by way of disclosure to legal advisers instructed in relation to these proceedings for the purpose of obtaining legal advice in relation to these proceedings, or for the purpose of carrying this Order into effect).

### **Costs**

17. The costs of and occasioned by the Application are reserved.

### **Variation or Discharge of this Order**

18. The parties or anyone affected by any of the restrictions in this Order may apply to the Court at any time to vary or discharge this Order (or so much of it as affects that person), but they must first give written notice to the Claimants' solicitors. If any evidence is to be relied upon in support of the application, the substance of it must be communicated in



writing to the Claimants' solicitors in advance. The Defendants may agree with the Claimants' solicitors and any other person who is, or may be bound by this Order, that this Order should be varied or discharged, but any agreement must be in writing.

### **Interpretation of this Order**

19. In this Order the words "he" "him" or "his" include "she" or "her" and "it" or "its".
20. Where there are two or more Defendants then (unless the contrary appears):-
- 20.1. References to "the Defendant" mean both or all of them;
- 20.2. An Order requiring "the Defendant" to do or not to do anything requires each Defendant to do or not to do it;
- 20.3. A requirement relating to service of this Order or of any legal proceedings on "the Defendant" means on each of them.

### **The Effect of This Order**

21. A Defendant who is an individual who is ordered not to do something must not do it himself or in any other way. He must not do it through others acting on his behalf or on his instructions or with his encouragement.
22. A Defendant which is not an individual which is ordered not to do something must not do it itself or by its directors, officers, partners, employees or agents, and, in the case of an unincorporated association, its members or supporters, or in any other way.

### **Persons Outside England and Wales**

23. (1) Except as provided in paragraph (2) below, the terms of this Order do not affect or concern anyone outside the jurisdiction of this Court.
- (2) The terms of this Order will affect the following persons in a country or state outside the jurisdiction of this Court—
- (a) any Defendant or his officer or agent appointed by power of attorney;
  - (b) any person who— (i) is subject to the jurisdiction of this Court; (ii) has been given written notice of this Order at his residence or place of business within the jurisdiction of this Court; and (iii) is able to prevent acts or omissions outside the jurisdiction of this Court which constitute or assist in a breach of the terms of this Order; and
  - (c) any other person, only to the extent that this Order is declared enforceable by or is enforced by a court in that country or state.

### **Parties Other than the Claimant and the Defendant**

#### *24. Effect of this Order*

It is a contempt of court for any person notified of this Order knowingly to assist in or permit a breach of this Order. Any person doing so may be imprisoned, fined or have their assets seized.

**Name and address of the Claimants' legal representatives**

25. The Claimant's solicitors are:

Foot Anstey LLP, Senate Court, Southernhay Gardens, Exeter, EX1 1NT

Reference: 177044/5, Telephone: 01396 411221, Email: [media@footanstey.com](mailto:media@footanstey.com)

**Communications with the court**

26. All communications to the Court about this Order should be sent to:

Room WG08, Royal Courts of Justice, Strand, London, WC2A 2LL, quoting the case number. The telephone number is 020 7947 6010.

The offices are open between 10 am and 4.30 pm Monday to Friday.

## SCHEDULE A

The Claimants relied on the following witness statements:

1. First and Second Witness Statement of Peter Singfield dated 15 August 2013.
2. First Witness Statement of Peter Kendall dated 31 July 2013.
3. First Witness Statement of Paul Gould dated 7 August 2013.
4. First Witness Statement of Adam Quinney dated 8 August 2013.
5. First Witness Statement of Carl Gray dated 14 August 2013.
6. First Witness Statement of Rupert Dod dated 14 August 2013.
7. First Witness Statement of John Yorke dated 14 August 2013.
8. First Witness Statement of FF dated 6 August 2013.

## Schedule B

### Undertakings given to the court by the Claimants

- (1) If the Court later finds that this Order has caused loss to the Defendants, and decides that the Defendants should be compensated for that loss, the Claimants will comply with any order the Court may make.
- (2) If the Court later finds that this Order has caused loss to any person or company (other than the Defendants) to whom the Claimants have given notice of this Order, and decides that such person should be compensated for that loss, the Claimants will comply with any Order the Court may make.
- (3) On the return date the Claimant will inform the Court of the identity of all third parties that have been notified of this Order. The Claimant will use all reasonable endeavours to keep such third parties informed of the progress of the action [insofar as it may affect them], including, but not limited to, advance notice of any applications, the outcome of which may affect the status of the Order.
- (4) If this Order ceases to have effect or is varied, the Claimant will immediately take all reasonable steps to inform in writing anyone to whom he has given notice of this Order, or whom he has reasonable grounds for supposing may act upon this Order, that it has ceased to have effect in this form.

### Schedule C

The Claimant has given advanced notice of this application by serving a copy of the following documents:

- (a) the application notice seeking this Order;
- (b) a Part 8 Claim Form;
- (c) the Witness Statements set out in Schedule A together with their exhibits; and
- (d) an application notice seeking the part of this Order permitting substituted service on the Defendants under CPR 6.15 and 6.27,

on the following parties by the following methods:

- (a) in the case of the First Defendant by electronic transmission to [stopthebadgercull@gmail.com](mailto:stopthebadgercull@gmail.com), by email to [stopthecull@riseup.net](mailto:stopthecull@riseup.net) and by personal service at CBAG, c/o Kebele, 14 Robertson Road, Easton, Bristol BS5 6JY;
- (b) in the case of the Second Defendant by electronic transmission of PDF files to the Facebook account [www.facebook.com/squat.the.cull](http://www.facebook.com/squat.the.cull);
- (c) in the case of the Third Defendant by electronic transmission of PDF files to the Facebook account [www.facebook.com/GloucestershireBadgerDefenders](http://www.facebook.com/GloucestershireBadgerDefenders) and by email to [fabtag2013@gmail.com](mailto:fabtag2013@gmail.com); and
- (d) in the case of the Fourth Defendant by electronic transmission to [debbie\\_vincent@rocketmail.com](mailto:debbie_vincent@rocketmail.com) by personal service at CBAG, c/o Kebele, 14 Robertson Road, Easton, Bristol BS5 6JY, and by Royal Mail next day delivery to Ms. Debbie Vincent, and by Royal Mail Next Day Delivery service to 236 Pampisford Road, South Croydon, Surrey, CR2 6DB.

Schedule D

MAP REFERRED TO IN THE COUNTY OF GLOUCESTERSHIRE  
(ELECTORAL CHANGES) ORDER 2004 SHEET 1 OF 1

Drawn by the Electoral Commission, Gloucestershire, Cotswolds  
© Crown Copyright 2004

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**B. COTSFIELD DISTRICT**

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**D. GLOUCESTER CITY**

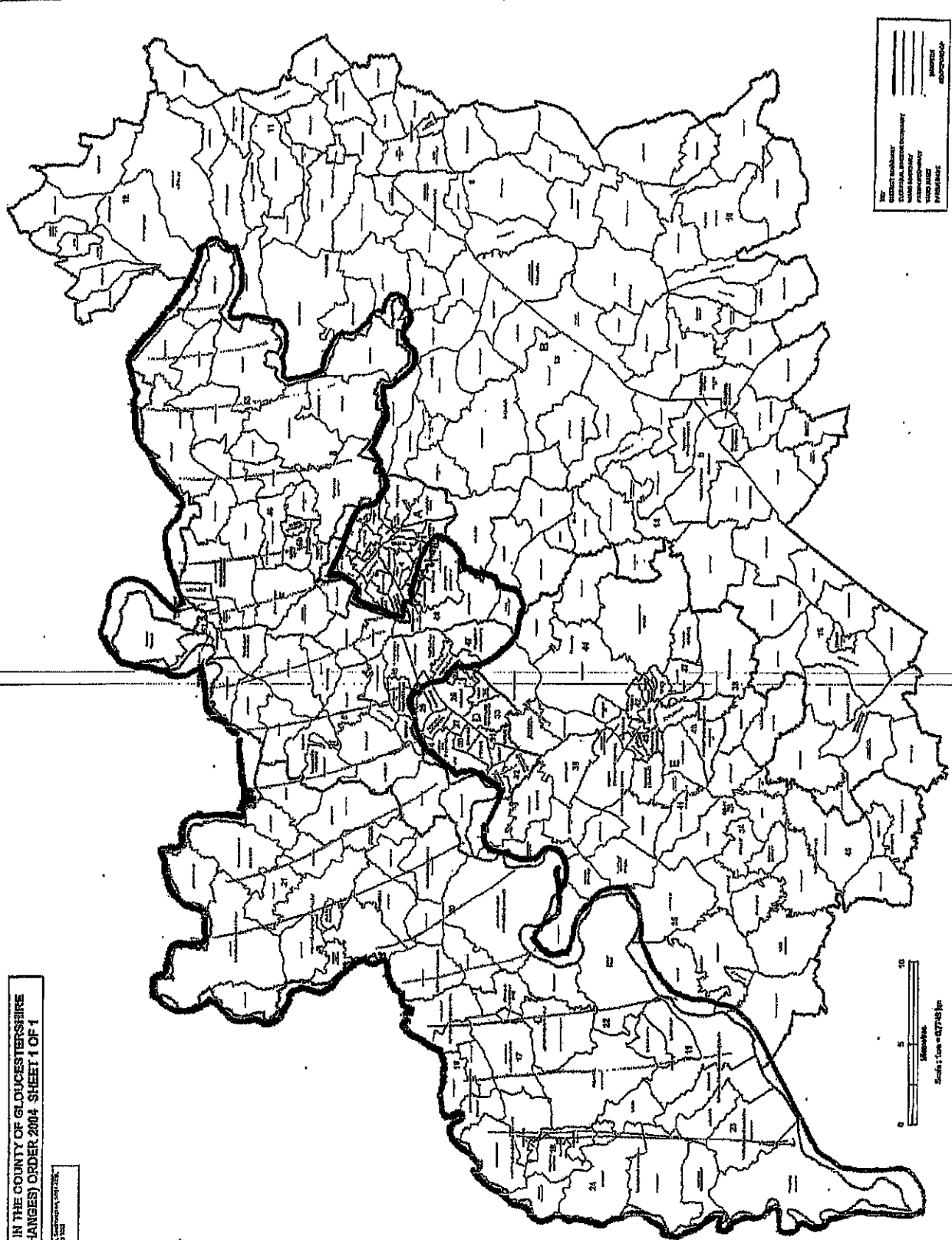
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**E. STROUD DISTRICT**

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**F. TEMESBURY BOROUGH**

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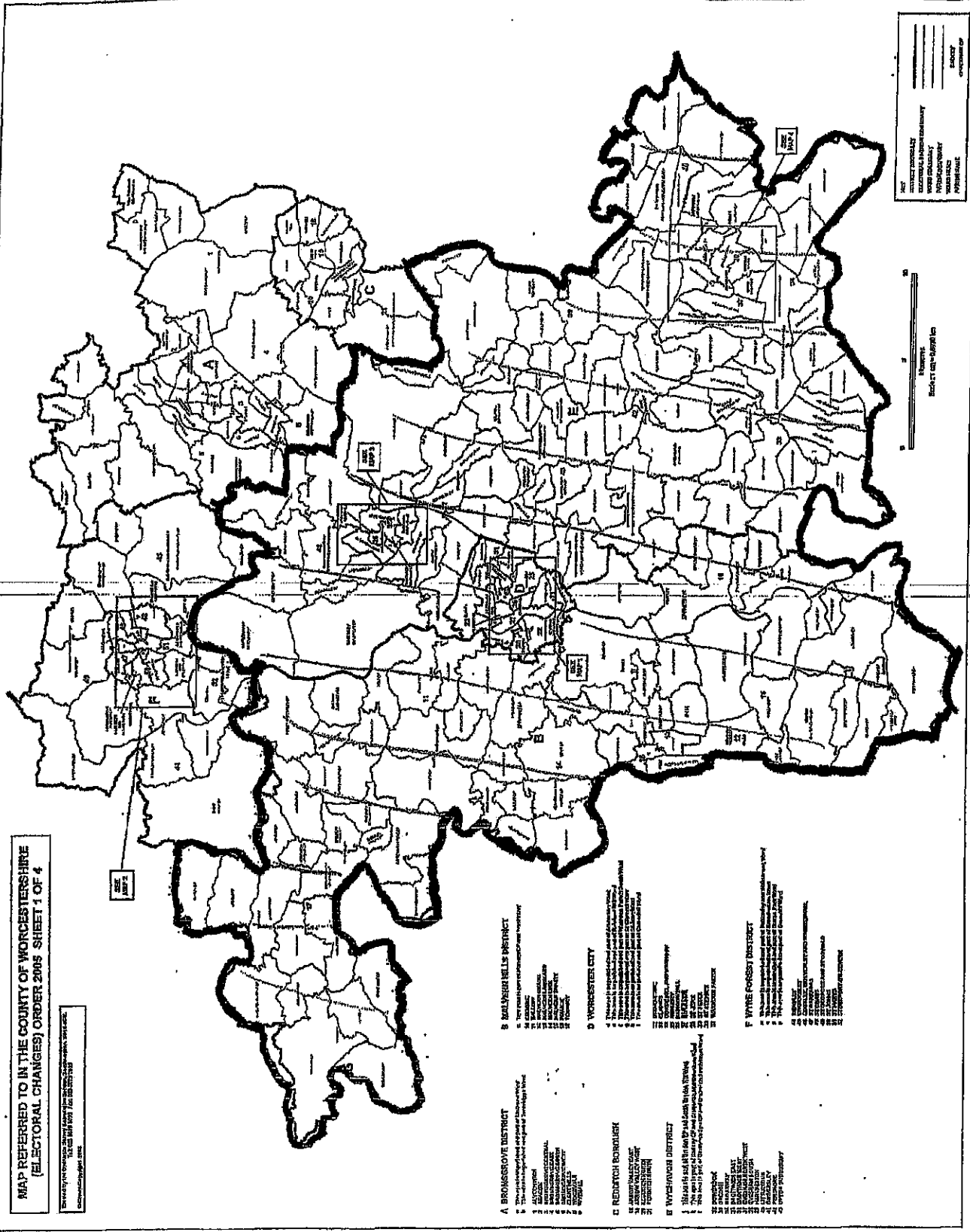
The thick black line  
 shows the county boundary.  
 The thin black lines  
 show the electoral districts.  
 The thick black lines  
 show the main roads.  
 The thin black lines  
 show the minor roads.  
 The dashed lines  
 show the water courses.  
 The hatched areas  
 show the parks and  
 gardens.

0 5 10  
 Miles  
 Scale 1:500,000 (approx)



**MAP REFERRED TO IN THE COUNTY OF WORCESTERSHIRE  
(ELECTORAL CHANGES) ORDER 2004 SHEET 1 OF 4**

Electoral Commission  
11 St Andrew Place  
London EC4A 3DF  
Tel: 020 7533 4000  
Fax: 020 7533 4001  
www.electoralcommission.gov.uk



- A BROMSGROVE DISTRICT**  
 1 The area bounded by the following lines:  
 1. The A1010 road to the north  
 2. The A1010 road to the east  
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- B MALVERN HILLS DISTRICT**  
 1 The area bounded by the following lines:  
 1. The A1010 road to the north  
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- C REDDITCH BOROUGH**  
 1 The area bounded by the following lines:  
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- D WORCESTER CITY**  
 1 The area bounded by the following lines:  
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- E WYKEFARLOW DISTRICT**  
 1 The area bounded by the following lines:  
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- F WYRE FOREST DISTRICT**  
 1 The area bounded by the following lines:  
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Legend:  
 Constituency Boundary  
 District Boundary  
 Electoral Area Boundary  
 Water  
 Railway  
 Road

Scale:  
 1:50,000  
 1 cm = 500 m







**IN THE HIGH COURT OF JUSTICE**  
**QUEEN'S BENCH DIVISION**

**B E T W E E N:**

- (1) **NATIONAL FARMERS UNION**  
(in a representative capacity on behalf of its employees, officers and members)
- (2) **Mr PETER KENDALL**  
(for himself and in a representative capacity on behalf of all farmers and members of the National Farmers Union who occupy land in the areas covered by the badger cull pilot schemes in Somerset, Gloucestershire and Dorset)
- (3) **Mr RUPERT DOD**  
(for himself and on behalf of any and all personnel involved in the administration and operation of the badger cull pilot scheme in Somerset)
- (4) **Mr CARL GRAY**  
(for himself and on behalf of any and all personnel involved in the administration and operation of the badger cull pilot scheme in Gloucestershire)
- (5) **Mr PAUL GOULD**  
(for himself and on behalf of any and all personnel involved in the administration and operation of the badger cull pilot scheme in Dorset)

**Claimants**

and

- (1) **Mr JAY TIERNAN**, representing members, participants and supporters of the unincorporated association known as The Coalition of Badger Action Groups and/or Stop The Cull.
- (2) **Mr DAVE PEEL** representing members, participants and supporters of the unincorporated association known as Squat The Cull
- (3) **The unincorporated association known as GLOUCESTERSHIRE BADGER DEFENDERS**
- (4) **Ms DEBBIE VINCENT**
- (5) **PERSONS UNKNOWN**, participating in unlawful activity designed to harass farmers, land owners and occupiers and/or otherwise interfere with badger cull pilot schemes.

**Defendants**

and

**THE BADGER TRUST**

**Interested Party**

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**ORDER**

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**Penal Notice**

**IF YOU THE DEFENDANT DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED OR FINED OR HAVE YOUR ASSETS SEIZED.**

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

**IN ADDITION, YOU MAY ALSO BE COMMITTING AN ARRESTABLE OFFENCE WITHIN THE MEANING OF SECTION 24 OF THE POLICE AND CRIMINAL EVIDENCE ACT 1984 WHICH MEANS YOU MAY BE SUMMARILY ARRESTED BY THE POLICE WITHOUT A WARRANT.**