Claimant
Mark Sorrell
First
Exhibit MS/1
2 April 2012

IN THE HIGH COURT OF JUSTICE **CLAIM NO.**

CHANCERY DIVISION

BETWEEN:

OLYMPIC DELIVERY AUTHORITY

Claimant

- and -

PERSONS UNKNOWN ENTERING OR REMAINING WITHOUT CONSENT ON LAND KNOWN AS PORTER'S FIELD AND SURROUNDING LAND FORMING PART OF LEYTON MARSH IN CONNECTION WITH PROTEST ACTIVITY

Defendants

WITNESS STATEMENT OF MARK SORRELL

I, Mark Sorrell, a Programme Manager, of One Churchill Place, Canary Wharf, London E14 5LN will say as follows:

1 I am the Claimant's Project Sponsor for Games Time Training Venues which means that I am responsible for the timely delivery of 15 training venues which will be used in connection with the London 2012 Olympic and Paralympic Games ("the Games").

2 I am authorised to make this Witness Statement on behalf of the Claimant in support of an application for an injunction against the protesters as set out in the Application Notice herein dated 2 April 2012.

3 Insofar as the facts and matters referred to herein are within my own knowledge, they are true and in so far as they are not within my own direct knowledge they are true to the best of my information and belief.

4 I exhibit hereto a bundle of copy documentation and correspondence, to which I shall refer in the course of the Witness Statement, marked "MS/1".

5 The Claimant is an executive non-departmental public body and statutory corporation established by section 3 of the London Olympic Games and Paralympic Games Act 2006 to be responsible for the planning and delivery of the Games including the development and building of Games venues. Upon completion the venues are handed over to the London Organising Committee of the Olympic and Paralympic Games ("LOCOG") which is responsible for preparing and staging the Games. The event period for the Games is fixed, and the Games will commence in 16 weeks' time.

6 The Claimant and LOCOG work in tandem to ensure that the venues for the Games will be ready on time and to the standard required by statute, contract and the expectations of various stakeholders including the International Olympic Committee and the sports governing bodies, Games athletes, coaches and the public who will attend the Games.

7 The property which is the subject of the claim ("the ODA Site") is part of the land known as Porter's Field which forms part of a larger area of land known as Leyton Marsh owned by the Lee Valley Regional Park Authority ("the Authority") under Land Registry title number EGL86020. A copy of the registered title is at pages 1 - 8 of exhibit MS/1.

8 The ODA Site is shown outlined and hatched red on the plan at page 9 of exhibit MS/1. The land shown outlined in blue on the plan ("the LVRPA Land") is owned by the Authority and is subject to a claim by the Authority for possession and an injunction to restrain breaches of the Authority's byelaws relating to that land. I am informed by Vivien Blacker of the Authority and believe that the LVRPA Land is part of a much larger area of land in the registered title which is the Lee Valley Regional Park and that no part of it is a public highway.

9 One of the venues that I am responsible for delivering is a temporary basketball practice facility ("the Basketball Facility") comprising two basketball courts together with ancillary changing, catering and other facilities for use as practice courts by national teams competing in the Games.

10 Planning permission was granted for the Basketball Facility on 8 February 2012 ("the Permission") (page 10 - 16 of exhibit MS/1). Condition 1 provides that the

Permission expires on 15 October 2012 and requires the removal of the Basketball Facility and reinstatement of the land by that date. Condition 19 limits construction work to the hours of 08.00 to 18.00 Monday to Friday (other than Bank or Public Holidays) and 08.00 to 13.00 on Saturdays.

11 By an agreement dated 7 July 2011 ("the Licence") (page 17 - 38 of MS/1) the Authority granted the Claimant an exclusive licence to occupy the ODA Site to carry out works and to use the ODA Site during the period 1 February 2012 to 15 September 2012. By a deed of variation dated 10 November 2011 (page 39 - 42 of MS/1) the licence period was varied to start on 1 March 2012 and end on 15 October 2012. The Licence provides for access from the public highway known as Lea Bridge Road to the ODA Site for vehicles and pedestrians from the car park of the Ice Centre (an ice rink owned and operated by the Authority) and along an unadopted gravel roadway known as Sandy Lane ("the Access Route"), as shown on the plan within the Licence.

12 An agreement dated 22 November 2011 ("the LOCOG Licence") (page 43 - 64 of MS/1) governs the relationship between the Claimant and LOCOG in respect of each party's rights and obligations relating to the ODA Site, delivery of the Basketball Facility and beyond. Under the terms of the LOCOG Licence the Claimant is obliged to carry out the 'ODA Works' (as defined in the LOCOG Licence) and to complete the same by 7 June 2012. LOCOG is to be granted access to the ODA Site from 8 June 2012.

13 The Claimant, through its contractor, Nussli (Schweiz) AG ("Nussli"), entered into occupation of the ODA Site on 1 March 2012 when works to build the Basketball Facility started. From that time onwards, ODA has had exclusive possession and control of the ODA Site. The Authority can only enter the ODA Site with the consent of the Claimant, and no one else other than the Claimant and its contractors has access to it.

14 The project programme is at page 65 of exhibit MS/1. It provides for works to commence on site on 1 March 2012 and for the works to be completed on 30 May 2012. There is therefore only one week's leeway between when the Claimant's works are scheduled to be completed and the date of handover to LOCOG. Once the ODA Site is handed over to LOCOG, LOCOG will need to fit out the Basketball Facility so that it is suitable for use by national teams with effect from 16 July 2012 (11 days before the Games commence).

15 Local residents have voiced objections to the use of the ODA Site as the Basketball Facility and attempted to oppose the grant of planning permission. They have formed a protest group called "Don't be Harsh, Save the Marsh" which has a website at http://savelevtonmarsh.wordpress.com/ (see printout at pages 66 to 85 of exhibit MS/1) and a presence on Facebook. The website contains a 10 minute video showing the protester's activities on the Authority's Land surrounding the ODA Site a transcript of which is at pages 86 to 89 of exhibit MS/1. Since the Permission was granted these protesters have held a series of meetings and rallies on the Authority's land surrounding the Site in the vicinity of Sandy Lane, to protest against the Claimant's use of the ODA Site.

16 Since about 20 March 2012 I have received regular reports from Philipp Mohr, project manager for the Claimant's contractor, Nussli, of short term obstruction of the Access Route. This obstruction is believed to have been by protesters standing on Sandy Lane in the path of delivery lorries for periods of up to 30 minutes at a time. The police have been called on various occasions but the protesters moved on before they arrived.

17 On 23 March 2012 a group of protesters played a game of boules on Sandy Lane for several hours starting sometime between 8am and 9am and continuing until mid-afternoon. During this period delivery vehicles were unable to access the ODA Site and had to turn back, which eventually brought work on the ODA Site to a standstill. The police were called and requested to remove the protesters but they were unwilling to act in the absence of an appropriate court order.

18 The local protesters appear to have sought support from the 'Occupy London' a protester movement currently occupying a site in Finsbury Square. On 24 March 2012 a pre-arranged march from the 'Occupy London' site in Finsbury Square to Leyton Marsh took place. Since then, a number of protesters have been permanently blocking the Access Route by camping on Sandy Lane and the surrounding area. The protesters have encouraged others to join them and the camp appears to be growing.

19 On the morning of 26 March 2012 the lock on the gate between the Ice Centre Car Park and Sandy Lane was found to have been glued shut and I believe that this damage was caused with the intention of blocking access to delivery lorries. The lock was broken and the delivery lorries attempted to access the ODA Site but were prevented from doing so by protesters lying under and in front of the delivery lorries. There was no alternative but to reverse the lorries away from the ODA Site. All

deliveries to the ODA Site due on or after 26 March 2012 have been suspended until such time as access can be assured and there is presently no work being undertaken on site.

20 I have received reports that employees of the ODA's contractor and sub-contractors have been threatened, harassed and intimidated by the protesters who have subjected them repeatedly to foul and abusive language, followed them to their cars in the Ice Centre Car Park and threatened to cause damage, spat at them, pushed them and on one occasion an employee was hit with a piece of fencing. Further details of these incidents are set out in the witness statement of Philipp Mohr of Nussli dated 2 April 2012. The Claimant is concerned that the ongoing protest poses a serious risk to the health and safety of its contractor's workforce.

21 The cost to the Claimant of standing down the contractors as a result of access to the ODA Site being obstructed is running at approximately £8,000 per day and the Claimant has also incurred costs of approximately £170,000 to date in connection with the storage of materials which cannot be delivered, wastage of materials (e.g. concrete), transport charges and additional security costs, and it will, in due course, incur additional costs in having to work to an accelerated programme to make up the time that is currently being lost. At present, the work is seven days behind schedule, which as things stand can probably be made up by 7 June 2012 by employing significantly greater numbers of workmen on the ODA Site.

22 However, if work is delayed beyond Easter by the protest, there is a very substantial risk to the ability of the Claimant to deliver the Basketball Facility to LOCOG on time. Given the restrictions on the hours when work can be carried out, there is a limit to the number of lost days that can be caught up by employing more personnel. Failure to deliver the Basketball Facility on time would mean that the Claimant had failed to achieve one of its statutory objects, and furthermore this would have severe financial and reputational consequences for the Claimant and LOCOG too if the effect was that LOCOG could not deliver the completed Basketball Facility in time for the Games. Clearly, these are matters that no amount of financial compensation, even if it could be obtained from these Defendants, could adequately remedy, so far as the Claimant is concerned.

23 Given the extremely high profile nature of the Games as an event of national and international importance and in light of media reports about an 'Occupy Olympics' movement that is planning to cause disruption to the Games, in my view there is a real risk that should these protests continue, things could quickly escalate out of

control, and pose an unacceptable risk of public disturbance. As it is, there have been unacceptable incidents of harassment and intimidation of the Claimant's contractors and employees already, and the Claimant is anxious to ensure that there is no repeat of this.

24 For the reasons set out in this Statement, the Claimant seeks an injunction restraining the protesters from:

24.1 obstructing, or trying or threatening to obstruct, or encouraging or inciting others obstruct or try or threaten to obstruct in any way whatsoever the passage of the employees, agents, contractors and invitees of the ODA and LOCOG, whether on foot or in vehicles, along the Access Route;

24.2 obstructing or trying or threatening to obstruct, or encouraging or inciting others to obstruct or try to obstruct in any way whatsoever the performance by the employees, agents and contractors of the Claimant and LOCOG of their duties in connection with the carrying out of the construction works or the dismantling and remediation works on the ODA Site or on land owned by the Authority in the surrounding area; and

24.3 entering, or trying to enter, or encouraging or inciting others to enter or try or to enter, the ODA Site or coming into any contract with the fence surrounding the ODA Site or the gates giving access to it.

25 I understand that, to be granted an injunction in these terms, the court may require the Claimant to give an undertaking to pay compensation to anyone the court identifies as being affected by the injunction in the event that it is later decided that an injunction should not have been granted. I confirm that the Claimant is willing to give that undertaking and that it has resources of up to £50,000.00 that will be available to make any such payment.

26 I believe that the facts stated in this witness statement are true.

Dated the 2nd day of April 2012.

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Mark Sorrell