

1. Made on behalf of the Claimant
2. Jonathan Skelton
3. Statement No. 1
4. Exhibits: JS1
5. Dated: 21 January 2025

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

Claim No. KB-2024-001199

IN THE MATTER OF SECTION 222 LOCAL GOVERNMENT ACT 1972

BETWEEN

**THE MAYOR & BURGESSES OF
THE LONDON BOROUGH OF ENFIELD**

Claimant

-and-

- (1) CHARLES SNELL
- (2) DAVID SNELL
- (3) STEPHEN MAY
- (4) ABDELLAH TAYEB (AKA CASTRO)
- (5) MICHAL WUJEK
- (6) PERSONS UNKNOWN

Defendants

**WITNESS STATEMENT
OF JONATHAN SKELTON**

I, **JONATHAN SKELTON** of the London Borough of Enfield, Civic Centre, Silver Street, Enfield, EN1 3XA **WILL SAY AS FOLLOWS:**

1. I make this Witness Statement in support of the Claimant's Part 8 Claim seeking injunctive relief and for a final injunction in the terms of the Draft Order against the Defendants.

2. I exhibit to this witness statement a paginated exhibit bundle marked 'JS1', and references to the page number(s) herein are to page numbers within the exhibit bundle JS1. I will also refer to my colleague Rauf Iqbal's Witness Statement dated 7 May 2024 and accompanying **Exhibits RI1**. Where I do not have direct knowledge of the facts related in this witness statement, I indicate the source of my knowledge.

3. I am the Strategic Infrastructure Works (SIW) Construction Programme Lead and have been in post in Enfield since 11 October 2023. My role is to provide oversight of delivery and technical matters and the interface between the Council's construction partner, Vinci Construction UK Ltd (Vinci) who operate through Taylor Woodrow (TW) which is wholly owned by Vinci. I am involved in the Meridian Water Regeneration Project Site ("Meridian Water") which is the Claimant's flagship development project, located next to the Lea Valley Regional Park with a gross development value of £6bn, Meridian Water will see 10,000 new homes and thousands of jobs. In my role I am responsible for delivery of the SIW Construction Programme which is £195m civil engineering scheme funded by government to provide roads, bridges, utilities and land remediation that will enable the Meridian Water housing developments to be built.

4. The SIW Construction Programme has been granted to Vinci under an Amended New Engineering Contract Version 4 Option A Contract which is dated 6 December 2023 and this is also the start date in relation to the works under it **Exhibit RI1/1-2** subject to some phased works to which I refer below. The Council has also contracted with AECOM **Exhibit RI1 1/3** who act as expert contract and cost consultants in relation to the SIW Construction Programme. The Amended New Engineering Contract Version 4 Option A dated 6 December 2023 is subject to the overarching standard NEC contract clauses; the overarching contract is the NEC4 Engineering and Construction Contract (Option A) (NEC4 ECC); these are collectively referred to herein as the NEC4 Contract. Please note that TW is the Council's main contact in relation to the works which is wholly owned by Vinci and I will refer to TW as the Council's main contact under the NEC4 Contract. Option A is a "design and build" contract where the

contractor, TW, is responsible for both designing and building the works. The contract follows a set of guiding principles that are common throughout all NEC4 Contract option variants. The NEC4 Contract is a commercially sensitive and confidential document and as such I will only refer to specific element of it and the relevant parts have been extracted from the contract for the purpose of this Application and Claim to recover possession of the embankment and Rive Lee Navigation System to enable works to progress.


5. As outlined at paragraph 6 of Rauf Iqbal's witness statement of 7 May 2024 , the start date of the Amended New Engineering Contract Version 4 Option A Contract was 6 December 2023 and access was given to TW of the wider site on this date and there are a number of sites within it which were subject to handover through phased timing whereby the Council is obliged to provide access to various areas of the site by given dates for particular phases of works under it. With regard to access to the canal embankment and River Lee Navigation System which is currently occupied in part by the trespassers the crucial date for access for works the canal embankment cited in Schedule One Contract Data Part One at Clause 3 of the Amended New Engineering Contract Version 4 Option A Contract **Exhibit RI1[4]** was 28 February 2024 **Exhibit RI1 [5, 8, 11]** as evidenced in the site working boundary **Exhibit RI1 [9, 12]** and more particularly on the canal strip plan which states "all other pink land – the starting date" i.e. 6th December 2023" **Exhibit RI1 [5, 10, 11]**. This is essentially the strip of land at the canal embankment along the River Lee Navigation System and aspects of the River Lee Navigation System which are held by the Council as set out in Karen Maguire's Witness Statement dated 18 April 2024 at paragraphs 8(i), (ii) and (iv); namely Titles: AGL536977 (the Canal [Embankment] Strip Land), AGL536978 (Lease of Airspace), AGL216617 (Ikea Clear Site).
6. Upon the [interim] injunction order being granted on 12 June 2024 by Mr Duncan Atkinson KC against the Defendants' the Defendants duly left the land. D1 and D2 left under their own steam on their boat on 13 June 2024. D5 also left of his own volition and is believed to have moved up river on 13 June 2024. D4 was towed from the location and moved up river on 13/14 June 2024. An additional individual, believe to be known as Martin, was provided assistance on 13 June

2024 and moved off site. This individual returned to the site on a number of occasions and finally accepted assistance and support on or around 24-27 June 2024 and following this did not return to the site.

7. Following this there has not been any return of the named Defendants' or other boat dwellers or persons unknown on the canal or trespassers on the embankment.
8. Notices of the interim injunction continue to be displayed on the canal embankment as required.
9. The extensive works being carried out at the site in themselves act in part as a deterrent to any persons returning to the site. However, notwithstanding this, it is considered essential that the site continues to benefit from the injunction until the works are complete and the embankment can be permanently secured and developed.
10. The infrastructure works are currently programmed to complete by November 2026 with the contractor currently estimated to fully demobilised and withdraw from the site in or around March 2027.
11. Without an injunction in place the council is at risk of incursion and delay to the infrastructure works as construction operations in the canal zone would need to cease on health and safety grounds. These operations have reached a critical stage in the programme and delay costs would be significant.
12. Accordingly, it is imperative that the injunction remain in place until at the latest 31 March 2027. This will help to ensure the works are not further impeded and the council does not risk further delay and compensation claims against it or risk the government funding it has in place being recalled for any breaches to the terms of that funding as outlined in the statement of Rauf Iqbal of 7 May 2024 at paragraphs 15-16.
13. I attached herewith still images of live drone footage at the site since June to November 2024 as evidence that the works have benefitted from the injunction, showing no incursion by trespassers as **Exhibit JS1/1-7**.

Statement of Truth

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

Signed:  _____

Name: Jonathan Skelton

Dated this 21 January 2025

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EXHIBIT JS1



EXHIBIT JS1/ 1



EXHIBIT JS1/ 2









