

**Claim No. PT-2025-000853**

**IN THE HIGH COURT OF JUSTICE  
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES  
PROPERTY TRUSTS AND PROBATE LIST (ChD)**

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

**ELECTRIC GLASS FIBER UK, LTD.**

**Claimant**

**-and-**

**PERSONS UNKNOWN WHO WITHOUT THE PERMISSION OF THE CLAIMANT  
ENTER OR REMAIN ON THE LAND REGISTERED AT HM LAND REGISTRY  
UNDER TITLE NUMBERS GM459851 AND GM459852 AS MARKED IN RED ON  
THE PLAN AT SCHEDULE 1 TO THE CLAIM FORM**

**Defendants**

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**EXHIBIT SL1**

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Claim No. PT-2025-000853

**IN THE HIGH COURT OF JUSTICE  
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES  
PROPERTY TRUSTS AND PROBATE LIST (ChD)**

**Before the Honourable Mr Justice Edwin Johnson  
19 August 2025**

PT-2025-000853

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

**ELECTRIC GLASS FIBER UK, LTD.**

**Claimant**

**-and-**

**PERSONS UNKNOWN WHO WITHOUT THE PERMISSION OF THE CLAIMANT  
ENTER OR REMAIN ON THE LAND REGISTERED AT HM LAND REGISTRY  
UNDER TITLE NUMBERS GM459851 AND GM459852 AS MARKED IN RED ON  
THE PLAN AT SCHEDULE 1 TO THE CLAIM FORM**

**Defendants**

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**INJUNCTION ORDER  
As amended pursuant to the Slip Rule (CPR 40.12)**

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**PENAL NOTICE**

**IF YOU PERSONS UNKNOWN DISOBEY THIS ORDER OR INSTRUCT OR  
ENCOURAGE OTHERS TO DISOBEY THIS ORDER YOU MAY BE HELD TO BE  
IN CONTEMPT OF COURT AND YOU MAY BE IMPRISONED, FINED OR HAVE  
YOUR ASSETS SEIZED**

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

**Important notice to the Defendants: this Order prohibits you from doing the acts set out in this Order. You should read this Order very carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the court to vary or discharge this Order.**

**UPON** the Claimant's claim made by way of a Part 8 Claim Form dated 18 August 2025 and Application Notice dated 18 August 2025 seeking without notice injunctive relief and an order pursuant to CPR 6.15 and 6.27

**AND UPON** the court considering the principles and guidance set out in *Wolverhampton City Council & Ors v London Gypsies and Travellers & Ors* [2024] 2 WLR 45

**AND UPON** hearing Natalie Pratt of counsel for the Claimant and no person appearing either for or on behalf of the Defendants (Persons Unknown)

**IT IS ORDERED THAT:**

**Definitions**

1. For the purpose of this Order, the '**Land**' shall mean all that land registered at HM Land Registry under title numbers GM459851 and GM459852, and situated at Hindley Green (Wigan), as shaded and edged in red on the plan at Schedule 1 to this Order.

**INJUNCTION**

2. Until and including **18 February 2026**, the Defendants (Persons Unknown) (whether by themselves or by instructing or encouraging or allowing any other person) are **forbidden** from:
  - a) entering or remaining on the Land;
  - b) entering or remaining in or on any building on the Land;
  - c) damaging any building, structure, fixture or item on the Land;
  - d) removing or attempting to remove any item from the Land.

**Service and notification**

3. Pursuant to CPR 6.15 and 6.27, and for the purposes of CPR 81.4, the Claimant is permitted to notify the Defendants (Persons Unknown) of the Claim Form, Application Notice, all evidence in support of the Claim and Application, this Order and any further documents in the Claim by the following means (which are to be treated conjunctively, and which are to be taken as having been good and sufficient notification to Persons Unknown on the day on which all of the following steps are completed):
  - a) affixing copies (as opposed to originals) of this Order in a transparent envelope in a prominent position at or as close as reasonably practicable to all vehicular and pedestrian entry points to the Land; **and**
  - b) affixing copies (as opposed to originals) of this Order in a transparent envelope in a prominent position at regular intervals around the perimeter of the Land; **and**

- c) affixing copies (as opposed to originals) of a notice addressed to “Persons Unknown who without the permission of the of the Claimant enter or remain on the land registered at HM Land Registry under title numbers GM459851 and GM459852 as marked in red on the plan at Schedule 1 to the Claim Form” in a transparent envelope in a prominent position at or as close as reasonably practicable to all vehicular and pedestrian entry points to the Land which informs Persons Unknown that a copy of the Claim and all supporting documents can be obtained or inspected at Hill Dickinson LLP, 1 St Michael’s, 36 Jackson’s Row, Manchester, M2 5WD or via a website link provided in the notice; **and**
  - d) affixing copies (as opposed to originals) of the aforementioned notice to Persons Unknown in a transparent envelope in a prominent position at regular intervals around the perimeter of the Land; **and**
  - e) uploading copies of the documents to be served to a designated injunction webpage (the link to which shall be provided in the aforementioned notice to Persons Unknown).
4. For the avoidance of doubt, in respect of paragraph 3(a)-(d) above, notification shall be effected when the documents are first affixed as ordered, irrespective of whether they are subsequently removed.

#### **Liberty to Apply**

5. The Defendants or anyone notified of this Order may each of them apply to the court on 48 hours prior written notice to both the court and the Claimant to vary or discharge this Order (or so much of it as affects that person). The contact details for both the court and the Claimant can be found in paragraphs 9 and 10 below.

#### **Review of the Order against Persons Unknown**

6. The Order against the Defendants (Persons Unknown) will expire by the effluxion of time at 23:59 on 18 February 2026. The Claimant may, if so advised, seek the continuation of the Order. Any application for the continuation of the Order must be filed and notified to the Defendants (Persons Unknown) in accordance with paragraph 4(e) above by 4pm on **28 January 2026**.
7. A hearing shall be listed on **11 February 2026** with a time estimate of 1 hour. If the Claimant does not make an application for the continuation of the Order, it must notify the court as soon as reasonably practicable and seek to vacate that hearing.
8. Any person other than the Claimant who would like to participate in the abovementioned hearing must file and serve on the Claimant any evidence upon which they intend to rely by 4pm on **4 February 2026**.

## **Communications about this Order**

9. All communication with the Claimant about this Order should be sent to Helen Evans of Hill Dickinson LLP, 1 St Michael's, 36 Jackson's Row, Manchester, M2 5WD; [helen.evans@hildickinson.com](mailto:helen.evans@hildickinson.com); 0161 817 7280.
10. All communications with the court about this Order should be sent to the Rolls Building at 7 Rolls Buildings, Fetter Lane, London, EC4A 1NL. The telephone number is 020 79476690. The email address is [ChanceryJudgesListing@justice.gov.uk](mailto:ChanceryJudgesListing@justice.gov.uk). The offices are open between 10am and 4pm Monday to Friday.

## **Costs**

11. No order as to costs.

**Dated 19 August 2025**

## **Service of this Order**

This Order will be served by the Claimant. The court has provided a sealed copy of this order to the Claimant's legal representative: Helen Evans of Hill Dickinson LLP, 1 St Michael's, 36 Jackson's Row, Manchester, M2 5WD; [helen.evans@hildickinson.com](mailto:helen.evans@hildickinson.com);

## **GUIDANCE NOTES**

### **EFFECT OF THIS ORDER**

1. A Defendant who is an individual who is ordered not to do something must not do it either themselves or in any other way. A Defendant must not do it through others acting on his, her or their behalf or his, her or their instructions or with his, her or their encouragement.
2. A Defendant which is a corporation and which is ordered not to do something must not do it itself or by its directors, officers, employees or agents or in any other way.

### **PARTIES OTHER THAN THE CLAIMANT AND DEFENDANTS**

#### **EFFECT OF THIS ORDER**

3. 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 sent to prison, fined, or have their assets seized.

#### **INTERPRETATION OF THIS ORDER**

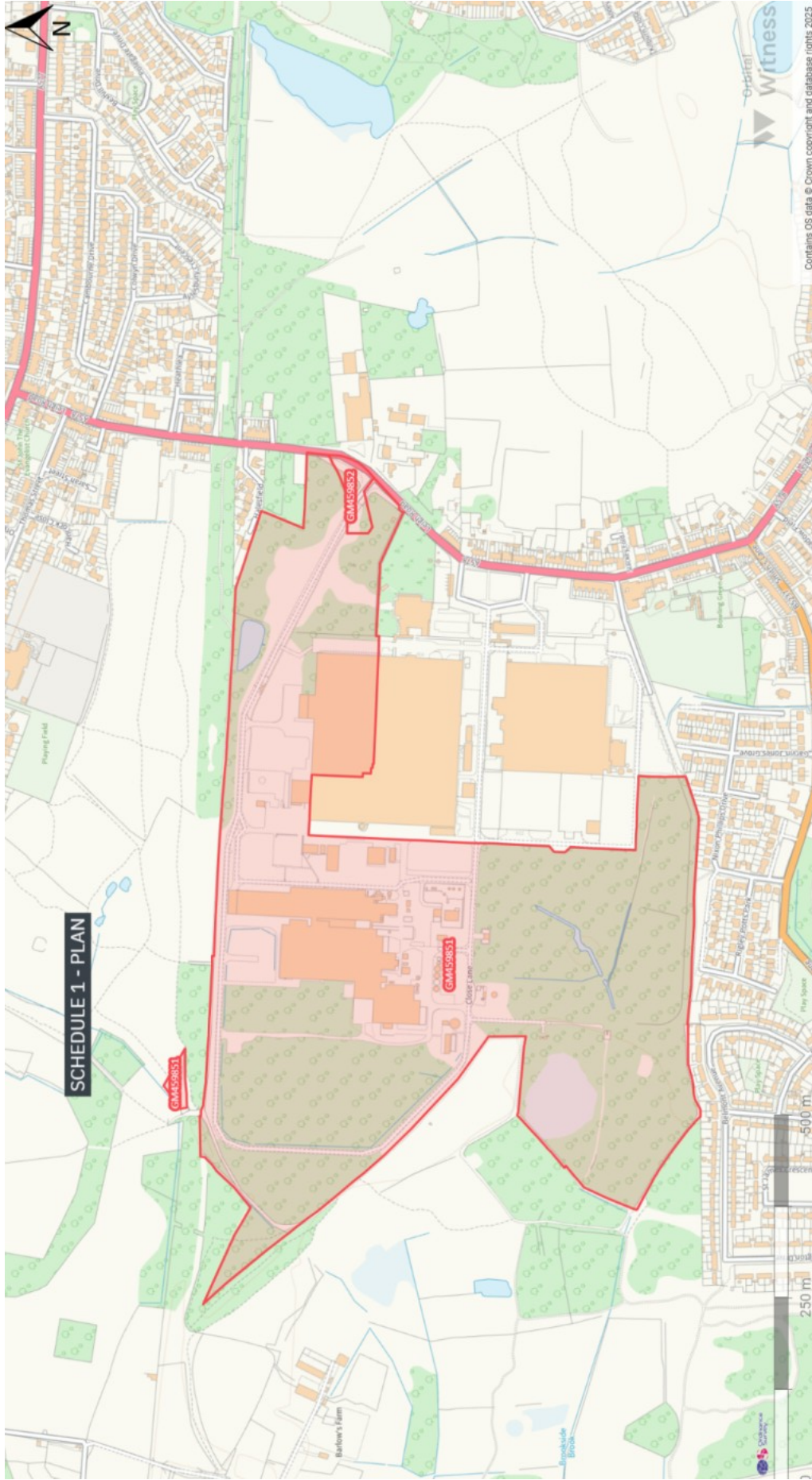
4. In this Order, where there is more than one Defendant, unless otherwise stated, references to "the Defendants" means each or all of them.

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## SCHEDULE 1

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The **Land** (as defined) is shown as shaded and edged in red in the below plan.



Name of witness: True Bakker

On behalf of: Applicant

Witness Statement no: 1

Exhibit: TB1

Date: 18 August 2025

IN THE HIGH COURT OF JUSTICE

CLAIM NO.

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST (ChD)

BETWEEN:

ELECTRIC GLASS FIBER UK, LTD.

Applicant/Claimant

AND

PERSONS UNKNOWN WHO WITHOUT THE PERMISSION OF THE CLAIMANT ENTER OR REMAIN  
ON THE LAND REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBERS GM459851 AND  
GM459852 AS MARKED IN RED ON THE PLAN AT SCHEDULE 1 TO THE CLAIM FORM

Defendant

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WITNESS STATEMENT OF TEUN BAKKER

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I, Teun Bakker of Leigh Road, Hindley Green, Wigan, England, WN2 4XG, will say as follows:

1. I am the Managing Director of Electric Glass Fiber UK, Ltd. (the “**Applicant**”) and have held this position since February 2024. The Applicant’s business is the manufacture of glass fibers used in car and wind turbine manufacturing. The Applicant is a wholly owned subsidiary of Nippon Electric Glass, a Japanese registered company. I am duly authorised to make this witness statement on behalf of the Applicant in support of its application for an injunctive relief against a defined category

of newcomer Persons Unknown following incidents of unlawful trespass and damage caused to the Applicant's property.

2. This witness statement was prepared following discussions with the Applicant's legal team.
3. The facts and the matters set out in this witness statement are within my own knowledge unless stated otherwise, and I believe them to be true. Where I refer to information provided to me by others, the source of that information is identified. The facts and matters derived from other sources are true to the best of my knowledge and belief.
4. There is now produced and shown to me a paginated bundle of documents marked "TB1". All references to page numbers in [ ] are references to documents within "TB1".

### **The Applicant's Property.**

5. The Applicant's Property at Leigh Road, Hindley, Wigan (the "**Property**") is a significant industrial site in Wigan. The Applicant is the registered proprietor of the Property which consists of two titles at HM Land Registry:
  - i. title number GM459851 (freehold title); and
  - ii. title number GM459852 (long-leasehold title).
6. Copies of the relevant official copy entries and title plans for the Property are contained in TB1 at pages [1-17]. I also exhibit at page [18] a plan that shows the full extent of both titles when taken together, and which therefore shows the Property as a whole.
7. Title number GM459851 is subject to two leases that are carved out of the Applicant's freehold title, as noted on the official copy entry and title plan referred to above. Those leases are:
  - i. an electricity substation lease, granted on 21 August 2002 for a term of 99 years from 21 August 2002, and which is registered at HM Land Registry under title number GM909490; and
  - ii. the lease of a small parcel of the land (which I shall describe further below), granted on 25 January 2023 for the term 1 April 2019 to 1 March 2033, and which is registered at HM Land Registry under title number MAN415654.
8. I exhibit at page [19] a plan which shows the positioning and extent of these two leasehold titles (as shaded and marked in blue on those plans).

9. There are no public rights of way over the Property. Further, as I shall explain below, members of the public are not permitted to access the Property, especially as it is not safe for them to do so; the Applicant has attempted to secure the site to prevent unauthorised access.
10. The Applicant's Property is the largest fibre glass factory in the UK. The site spans approximately 100 acres and includes two large-scale glassmaking furnaces, together with associated utilities and infrastructure. Additionally, the site hosts an oxygen production facility operated by a third-party partner (Air Products PLC); this is on the land comprised within the lease described above (title number MAN415654). The oxygen produced at the facility was required for the Applicant's manufacturing activities.
11. The facility employed approximately 320 full-time equivalent (FTE) personnel prior to the cessation of production activities. On 26 June 2025, manufacturing operations were discontinued due to prevailing economic conditions. The Applicant, with the full support of its sole shareholder, Nippon Electric Glass Co., Ltd., is currently preparing for the voluntary liquidation of the company. Prior to the commencement of liquidation proceedings, several strategic scenarios are under consideration. These include but are not limited to: the removal of all materials from the Property, the sale and repurposing of various items of process equipment, the remediation of any environmental liabilities, the demolition of existing structures and the eventual sale of the property.
12. At present, the removal of high-risk materials from the Property is underway. These high-risk materials include hazardous substances such as burnt lime, various acids, and flammable binder chemicals. The Property also houses a radiation-emitting X-ray machine, which is operated under a valid permit. Furthermore, asbestos has been identified in multiple locations across the Property. The Property also houses several high-voltage substations, which pose significant safety risks to individuals without appropriate professional training or authorization.
13. Given the nature of the Applicant's operations and the presence of hazardous and radiation-emitting equipment stored at the Property, the maintenance of robust security and safety measures is of paramount importance. There is always security presence on site, both during the day and night. Any unauthorised access to these materials poses a significant risk of a serious incident, including the potential for harm to human life. Due to these risks, we have a dedicated counter terrorism security advisor. Consequently, the Applicant is taking these recent incidents of trespass and damage extremely seriously and is taking all possible steps to prevent any future incidents.
14. At page [20] of TB1 is a plan showing the existing entrance points into the Property, both vehicular and pedestrian. I briefly describe those entrance points as follows:

- i. The main entrance for vehicles from the public highway (Leigh Road). At this point, there is a security beam. Following the incursions that I shall describe below, we have increased security measures at this point by installing: a new security beam; several limestone rocks strategically placed to prevent large vehicles passing through; “dragon’s teeth” have been welded on to the gates; steel welded on to the gates to enable the gate to open away from the security guard; several heavy duty padlocks. There is also a 24-hour guard presence at this entrance point.
- ii. This is a pedestrian access point. Following the incursions that I shall describe below, we have added heavy-duty padlocks and steel plates, designed to prevent the chains and padlocks from being cut. Steel has also been welded to the gate to reduce the gate's opening width and to allow for opening away from the guards
- iii. This access is shared with neighbouring Contitech United Kingdom Limited and is used for emergency access into the Property. This access is usually secured with dual padlocks and security guards, but we have now placed two skips here to prevent further access via this point. Personnel from Hindley Green Security guard this access point.
- iv. This is a shared access, used for deliveries. It is normally secured by padlocks and guard presence. However, we have now welded these gates closed and placed a filled skip here.
- v. This is another emergency access point, shared with Contitech United Kingdom Limited. These are double hinged fire doors with emergency locks. However, following the incursions that I shall describe below, we have secured those fire doors and they are out of action until further notice.

#### **Trespass and damage caused to the Property by Persons Unknown**

15. Over the past few weeks, there have been three serious incidents involving trespassers at the Property, which necessitated police involvement and prompted the Applicant to implement enhanced private security measures. These incidents are described in detail below, and all appear to have been committed by members of the Traveller community (which is apparent from the presence of caravans and the interactions that have taken place with the trespassers). During the course of these events, a WhatsApp group was established to facilitate real-time communication between senior members of the Applicant’s management team and representatives of Sector Security, the private security firm retained to protect the Property. I refer below to a number of WhatsApp messages exchanged during these incidents between myself, my colleague Steve Leach (Head of Technical), Sector Security (the private firm retained by the Applicant to protect the Property), and other key individuals involved in the response. All personal information, including

telephone numbers, has been redacted. However, the content of the messages is reproduced in this statement as originally sent and received.

### **25<sup>th</sup> July 2025**

16. On the evening of 25<sup>th</sup> July 2025 at around 21.30, approximately 15-20 Travellers (together with vehicles) rammed the main gate to the Property (at entry point (i), as described above). It was reported to me by Steve Leach that the Travellers dragged the site's guard out of his vehicle stationed at the main entrance and threatened him. They entered the Property after the barriers had been opened following the assault on the guard. I immediately triggered the Applicant's emergency protocol and advised the Applicant's parent company in Japan. The Police – including the Applicant's Counter-Terrorism Security Advisors - were also informed. Below is a selection of copy WhatsApp messages exchanged during the incident. See also a couple of photographs of the trespassers and their vehicles on the Property at page [21-22].

- i. 25/07/2025, 21:46 – Steve Leach Update: The Travellers are using threatening behaviour and I've instructed Sector to bring on more dogs and a registered Bailiff to inform notice within 24 hours. I'll phone the emergency services again.
- ii. 25/07/2025, 21:59 – Steve Leach: I've been on to the Emergency services again and stressed the situation with the two Radiation sources and that they can't be blasé about the situation and I'm waiting for an Inspector to phone.
- iii. 25/07/2025, 22:00 - NEG Daniel Morgan: As discussed its a Cobalt 60 gamma radiation source it was rated as 5.5GBq (giga becquerels) I was told by our counter terror advisor security advisor (Kitty Kaur of GM Police) that our site had a marker on it due to this. Other radiation is the XRay
- iv. 25/07/2025, 22:26 - Steve Leach: I've just spoken to our counter terrorism security adviser (CTSA) and she's taken down all our details but they only work 9-5. But she did advise that if they are threatening you need to phone the police on 999 and if there's a threat to life and they will respond. Nilam arranged for more guards and dogs to attend. I'm currently waiting for a Police Inspector to phone.
- v. 25/07/2025, 22:33 - Steve Leach: PHONE THE POLICE now Threat to life.
- vi. 25/07/2025, 22:43 – Nilam Sector Security: Another vehicle has arrived we have stopped them. It has kicked off outside the gate. Police are outside but are waiting for reinforcements. We are calling 999 to say there is serious threat to life.

17. On the 26<sup>th</sup> July at 00.24 Sector Security confirmed that the Travellers were now off site.
18. Following that incident, the Applicant took steps to increase its security measures at the main entrance to the Property. Such measures included: securing the barriers to the entrances, installing large heavy obstacles (such as concrete sewage pipes) to create obstructions to large vehicles (such as caravans) gaining entry to the site. Additional chains, locks and anti-climb paint were installed at various entry points. Also, the Applicant's on-site security team, Sector Security, remained on site, with a specialist dog unit.
19. On 6<sup>th</sup> August 2025, Sector Security reported that unauthorised vehicles were pulling up to the entrance to the Property at nighttime. Whilst these vehicles did not enter the site, they were asked to move on. We cannot be sure but we consider the occupants of these vehicles were perhaps scoping the Property possibly in advance of a further incursion.

#### **9<sup>th</sup> August 2025**

20. On the evening of the 9<sup>th</sup> August 2025, at approximately 23.00, it was reported to me by Sector Security via the WhatsApp group that around 15 Travellers had attempted to break into the site. They cut the padlock to the main entrance (again, at entry point (i), as described above). Below is a selection of WhatsApp messages sent by Sector Security to me and the team during the incident:
  - i. 09/08/2025, 23:07 – Nilam Sector Security: We have just had about 15 Travellers attempt to break into site. They have cut the padlock and threatened our team to move. We have held our ground. Police are on site. The Travellers have not got in to site. Further information to follow.
  - ii. 09/08/2025, 23:10 – Nilam Sector Security: All dog units except one deployed at the front entrance.
  - iii. 09/08/2025, 23:13 – Nilam Sector Security: They did not get the chance to get past the gate. Police have dealt with them and they have left.
  - iv. 10/08/2025, 00:52 – Nilam Sector Security: I have just checked in with the team, all safe, the extra dog units are now on site, so we have 8 dog units on site. 6 dog units at the front and 2 dog units patrolling around the buildings.
21. I have seen body cam footage of this incident, which clearly record the Travellers' vehicles, including numerous caravans, waiting to enter the Property at the main gate. This footage also shows Police presence. Checks on the welfare of the security guards can be heard on this footage. Stills from this footage are at pages [23-26] to TB1.

22. In response to this incident, further concrete sewer pipes were placed on the main entrance driveway, closer to public highway of Leigh Road, to try and prevent vehicles from accessing the Property. In addition, heavy-duty chains and paddocks were ordered to replace those damages by the Travellers at the main entrance. Arrangements were also made to install an additional barrier at the security lodge entrance point.

### **10<sup>th</sup> August 2025**

23. I received a WhatsApp message at 12.46 on 10 August 2025 from Sector Security advising that Travellers had gained access into the site via an alternative entrance (I shall explain more about this shortly). Below is a selection of further messages exchanged about this incident:

- i. 10/08/2025, 12:46 – Nilam Sector Security: Travellers are now on site. They have entered via an adjoining property.
- ii. 10/08/2025, 12:47 – Nilam Sector Security: Police are on site
- iii. 10/08/2025, 13:14 – [phone number redacted]: There are lots of children with them too.
- iv. 10/08/2025, 13:27 [phone number redacted]: All the police said to me is that they got in through the neighbouring industrial site.
- v. 10/08/2025, 14:28 - Nilam Sector Security: They have assaulted one of team but the Police are refusing to take action as it will cause mayhem and they do not have the resources.
- vi. 10/08/2025, 14:41 - Nilam Sector Security: They are now got angle grinders out and are chocking away at the front access. 10/08/2025, 14:41 - Nilam Sector Security: Chopping.
- vii. 10/08/2025, 14:45 - Nilam Sector Security: The Police have been called with a threat to life calls
- viii. 10/08/2025, 14:49 - Nilam Sector Security: Thank you Steve, they are determined to get the full control of your site. Right now it is pretty tense and their aggression is at its height.
- ix. 10/08/2025, 15:10 - Steve Leach: I've just been on to Emergency Services requesting urgent assistance under Section 61. They initially refused to attend, but have now confirmed three squad vehicles are on site.
- x. 10/08/2025, 16:01 - Nilam Sector Security: We have had 3 vehicles damaged, one dog handler assaulted and slightly injured. They also tried to run over 3 of the team, but they are okay.

24. In response to the above incident, involving very aggressive trespassers and inadequate Police response, I advised all senior leadership team members to advise their teams that the site was closed. This was to ensure the safety of our people.
25. In addition to closing the site, Sector Security instructed bailiffs to serve notice on the trespassers and to evict them the following day.
26. The team obtained some drone footage of the incursion and stills take from this footage are exhibited at pages [27-28] which show both the extent of the Applicant's site and the location of the trespassers' caravans (7 caravans plus other vehicles).
27. This incident was particularly serious as it became apparent that the trespassers wanted to enter the buildings at the Property, potentially to commit theft of equipment, most likely electricity cables. This was extremely worrying due to the hazardous and radioactive materials on site and the potential risk to human life (i.e. from an explosion) if these materials were accessed by unauthorised persons who were not aware of the risks and how to manage them appropriately.
28. In light of our concerns, Steve Leach reported the incident to Electricity Northwest, with a view to isolating the site and preventing a serious incident. I refer to the WhatsApp message below:
- i. 10/08/2025, 20:37 - Steve Leach: I've just reported the incident to Electricity Northwest Ltd. and the risk of danger if the Travellers attempt to isolate the HV by their own means. I've informed them of the assaults on the Security guards and not to attend without a Police presence.... Just so you no, they drove past 501 numerous times and back again to the camp. They always went towards the power plant for whatever reason. Maybe making another entrance to get through another way. Im only speculating I don't no what they are doing, but when you get back on site, you might want check the area.
  - ii. 10/08/2025, 19:25 - Steve Leach: They will be after isolating the HV electric supply at the site by their own means. And then, start stripping the plant of the copper cables.
  - iii. 11/08/2025, 16:29 - Teun Bakker: This afternoon, the Sector Security Team, Bailiffs, and Police successfully removed the Travellers from the site — a significant achievement and a job very well done.
29. By approximately 16.30 on the 11<sup>th</sup> August 2025, the Travellers had been removed from the site and we could reinforce our security measures and assess the damage caused by the trespassers.

### **Damage caused by the trespassers**

30. The trespassers entered the Property at various locations. On the plan at page [29] of TB1, I show those entry points. I briefly describe how the trespassers gained (or attempted to gain) entry at those points as follows:

- i. At the main gate, the trespassers gained entry by overpowering the guards (25<sup>th</sup> July & attempted on the 9<sup>th</sup> August).
- ii. At this point, the trespassers attempted to gain access but were repelled by security guards.
- iii. At this point, the Hindley Green Security – retained by Contitech - guards were overpowered by the trespassers (10<sup>th</sup> August)
- iv. At this point, a fence was cut and the trespassers gained access.
- v. At points 5-9, attempts were made to access the Property but the trespassers were repelled by security guards.

31. The Applicant has always retained a private firm to provide security to the Property. That security is provided by Sector Security and is paid for by the Applicant. Because of the recent incidents, we have had to increase the security provision on site, to include additional human resources and dog units as well as reinforced barriers, additional fencing (approx. 75 metres worth) and equipment to prevent access. The cost of these measures is: £120,695.43 (incurred since the beginning of July).

32. In addition to the increased costs of security, the trespassers had broken into one of the buildings at the Property. At approximately 00.30 on the 11<sup>th</sup> August, security guards spotted that fire exit door number 37 at the Property was open and two male intruders were inside. The Police were called and found gloves and a screwdriver in that location. Several fire doors at the Property were damaged, presumably caused by the trespassers trying to gain entrance to the buildings (see page [31]). It is now very clear to me and our security teams that the trespassers had been determined to enter the buildings for the purpose of theft.

### **Summary**

33. In summary, the Applicant's site is a substantial industrial facility housing valuable plant and equipment, as well as hazardous materials. Any interference with these materials by unauthorised individuals could result in a serious emergency, including risks to public safety. It has become

increasingly apparent that the Property is being targeted by aggressive groups of trespassers, apparently from the Traveller community (and who have a desire to commit property damage and acts of theft from the Property). It seems likely that the Travelling community have identified that the site is in the process of being decommissioned, and is therefore an 'easier' target than an operational site, and that there are valuable materials on site.

34. The Applicant apprehends that there is a real and imminent threat that further acts of trespass will occur, and injunctive relief is sought accordingly. In response to the acts of trespass, the Applicant has already taken comprehensive steps to strengthen site security, including the deployment of additional security personnel, the installation of reinforced barriers, and ongoing coordination with the Police.
35. The Property is not an appropriate place for an unauthorised Traveller encampment to form. It is simply not safe for anyone who is not fully appraised of the risks of the materials and facilities on site to access the Property (and it is especially inappropriate for children to access the site, as occurred in the most recent incursion).

#### **Identification of the trespassers**


36. None of the persons who have trespassed at the Property have been identified by either the Applicant or the Police. Similarly, the Applicant does not and cannot know the identities of those who may next attend the Property and attempt to commit acts of trespass. The only identifying feature of the trespassers to date is that they appear to be members of the Travelling community.

#### **Notification of this Claim and Application for injunctive relief**

37. Prominent warning notices have been affixed to all entrance points and perimeter fencing, including clear notification of the Applicant's intention to seek injunctive relief. Specifically, 38 laminated notices have been placed on all external doors to the buildings, with a further 25 notices provided to Sector Security for installation along the perimeter. A copy of the notice is exhibited at page [32] of the bundle. This application forms a key part of the Applicant's broader response to the recent security breaches and is intended to prevent further unlawful access to the Property.

**Confirmation of Compliance**

- 38. I understand that the purpose of this witness statement is to set out matters of fact which I have personal knowledge. I understand that it is not my function to argue the case, either generally or on particular points, or to take the courts through the documents in this case.
- 39. This witness statement sets out only my personal knowledge and my recollection, in my own words.
- 40. On points that I understand to be important in the case, I have stated honestly (a) how well I recall matters and (b) whether my memory has been refreshed by considering documents, if so how and when.
- 41. I have not been asked or encouraged by anyone to include in this statement anything that is not my own account to the best of my ability and recollection, of events I witnessed or matters of which I have personal knowledge.

Signed:  .....

**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:  .....

TEUN BAKKER

Date: 18 August 2025

**CERTIFICATE OF COMPLIANCE:**

I hereby certify that:

1. I am the relevant legal representative within the meaning of Practice Direction 57AC.
2. I am satisfied that the purpose and proper content of trial witness statements, and proper practice in relation to their preparation, including the witness confirmation required by paragraph 4.1 of Practice Direction 57AC, have been discussed and explained to True Bakker.
3. I believe this trial witness statement complies with Practice Direction 57AC and paragraphs 18.1 and 18.2 to Practice Direction 32, and that it has been prepared in accordance with the Statement of Best Practice in the Appendix to Practice Direction 57AC.

Signed:



Name: Helen Evans

Position: Partner

Date:

IN THE HIGH COURT OF JUSTICE

CLAIM NO.

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST (ChD)

BETWEEN:

ELECTRIC GLASS FIBER UK, LTD.

AND

PERSONS UNKNOWN WHO WITHOUT THE PERMISSION OF THE CLAIMANT ENTER OR REMAIN  
ON THE LAND REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBERS GM459851 AND  
GM459852 AS MARKED IN RED ON THE PLAN AT SCHEDULE 1 TO THE CLAIM FORM

---

WITNESS STATEMENT OF TEUN BAKKER

---

EXHIBIT TB1

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number GM459851

Edition date 01.02.2023

- This official copy shows the entries on the register of title on 12 AUG 2025 at 13:32:56.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 12 Aug 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

## A: Property Register

This register describes the land and estate comprised in the title.

GREATER MANCHESTER : WIGAN

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings on the west side of Leigh Road, Hindley, Wigan.
- 2 As to the land tinted mauve and tinted yellow on the filed plan the mines and minerals together with ancillary powers of working are excepted.
- 3 As to the land tinted blue on the filed plan the mines and minerals are excepted.
- 4 All mines and minerals (other than gravel and clay or marl at or near the surface of the land) salt and alum, rock salt springs, quarries and other substances whatsoever (whether solid liquid or gaseous) together with ancillary powers of working are excepted as to the land tinted brown on the filed plan. For the purpose of claiming indemnity under S83 of the Land Registration Act 1925 no mines and minerals are deemed to be included in this title.
- 5 The land has the benefit of the following rights granted by a Deed dated 15 June 1962 made between (1) Harry Harden Shemilt and Grace Shemilt and (2) Turner Brothers Asbestos Company Limited:-

FULL right and liberty for the Grantee and its successors in title the owners and occupiers for the time being of the Second Land or any part thereof and its or their respective servants and licensees to enter in the hours of daylight upon the First Land on foot only (using if necessary a wheelbarrow or other vehicle not larger than a wheelbarrow) for the purpose of repairing maintaining or replacing the Grantee's boundary fence along the southerly side of the First Land but no other purpose whatsoever.

NOTE: The second land referred to comprises part of the land in this title and the first land is the property known as 122 Leigh Road.

- 6 The Transfer dated 16 September 1982 referred to in the Charges Register contains the following provision:-

It is hereby agreed and declared that the Transfer and its successors in title shall not be entitled to any easement or right of light or air support or otherwise become entitled to any right which would restrict

## A: Property Register continued

or interfere with the free use of the retained land or any other adjoining or neighbouring land of TBA for building or any other purposes.

- 7 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance and Assignment of the land edged and numbered 1 and 4 in blue on the filed plan dated 29 October 1987 made between (1) TBA Industrial Products Limited (Vendor) (2) T & N PLC and (3) PPG Glass Fibres Limited (Purchasers):-

"Together with the rights and easements set out in the First Schedule hereto but EXCEPT AND RESERVING as mentioned in the Second Schedule hereto

### FIRST SCHEDULE

Rights granted in favour of the Property

.....  
..

2. The free and uninterrupted passage and running of water, drainage, soil, gas, electricity, steam, telephone and other communication facilities to and from the property through all drains, channels, gutters, pipes, watercourses, cables and wires, which are now in, through or over the retained land and which serves the property together with the right after reasonable prior notice to enter upon the retained land to cleanse maintain repair renew or replace the same only insofar as the same cannot conveniently be carried out from the Property PROVIDED THAT in relation to any work to be carried out to that part of the retained land that has buildings thereon under the provisions of this Clause such work shall only be carried out after consultation with the Vendor PROVIDED FURTHER THAT the Purchaser at its cost make good any damage which may be caused to the retained land by the exercise of such rights and such rights shall be exercised so as to cause the least possible amount of interference to the business carried on by the Vendor and/or T & N

3. Full right and liberty at any time hereafter to raise the height of, or make any alterations or additions or execute any other works to the buildings on the property or to erect any new buildings of any height on the Property in such a manner as the Purchaser shall think fit notwithstanding the fact that the same may obstruct, affect or interfere with the passage of light and air to the retained land

### SECOND SCHEDULE

Exceptions and Reservations in favour of the Retained Land

1. The free and uninterrupted passage and running of water drainage, soil, gas, electricity, steam, telephone and other communication facilities to and from the retained land through all drains, channels, gutters, pipes, water courses, cables and wires, which are now in, through or over the Property and which served the retained land together with the right after reasonable prior notice to enter upon those parts of the Property that are unbuilt upon to cleanse maintain repair renew and replace the same only in so far as such work cannot conveniently be carried out from the retained land PROVIDED THAT in relation to any work to be carried out to that part of the property that has buildings thereon under the provisions of this Clause such work shall only be carried out after consultation with the Purchaser PROVIDED FURTHER THAT the Vendor at its cost makes good any damage which may be caused to the Property by the exercise of such rights and such rights shall be exercised so as to cause the least possible amount of interference with the Purchaser's business

2. Full right and liberty at any time to raise the height of or make any alterations or additions or execute any other works to the buildings on the retained land or to erect any new buildings of any height on the retained land in such a manner as the Vendor shall think fit notwithstanding the fact that the same may obstruct, affect or interfere with the passage of light and air to the Property".

## A: Property Register continued

NOTE: A Deed of Variation dated 13 September 1988 made between (1) TBA Industrial Products Limited (TBA) (2) T & N PLC (T & N) and (3) PPG Glass Fibres Limited (PPG) is supplemental to the above Conveyance and Assignment. It introduces new plans defining the boundaries of the property more accurately. The blue edging on plan Numbered One to this Deed defining the Retained Land has been edged brown on the filed plan.

- 8 The Conveyance and Assignment dated 29 October 1987 referred to above is expressed to grant the following rights:-

"The right at all times and for all purposes with or without vehicles to pass and repass over the roadways and footpaths on the retained alnd leading to a public highway until the Purchaser shall have obtained a suitable alternative access route within the Property to a public highway"

- 9 The land has the benefit of the rights granted by but is subject to the exceptions and reservations contained in a Conveyance of the land edged and Numbered 2 in blue on the filed plan dated 13 September 1988 made between (1) TBA Industrial Products Limited (TBA) (2) T & N PLC (T & N) and (3) PPG Glass Fibres Limited (PPG).

NOTE: The rights granted and excepted and reserved are identical with those in Conveyance and Assignment 29 October 1987 referred to above.

- 10 The Deed of Variation dated 13 September 1988 referred to above contains the following provision:-

"For the avoidance of doubt it is hereby agreed and declared that all boundary walls separating the property from the Retained property (as those terms are defined in the Conveyance) shall be treated as party walls and maintained and repaired jointly at the expense of PPG and TBA in equal shares."

NOTE: The Conveyance referred to is the Conveyance and Assignment dated 29 October 1987 referred to in the Charges Register.

- 11 The land has the benefit of the rights granted by but is subject to the exceptions and reservations contained in a Conveyance of the land edged and numbered 3 in blue on the filed plan dated 25 January 1989 made between (1) TBA Industrial Products Limited (TBA) (2) T & N PLC (T & N) and (3) PPG Glass Fibres Limited (PPG)

NOTE: The rights granted and excepted and reserved are identical with those in the Conveyance and Assignment dated 29 October 1987 referred to above.

- 12 An Agreement under hand dated 18 August 1989 made between (1) PPG Glass Fibres Limited and (2) TBA Industrial Products Limited relates to the construction and maintenance of a party wall in the building known as North Block (12.1.1990)

*NOTE: Copy filed.*

- 13 (19.01.2005) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

- 14 (19.01.2005) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 10 December 2004 referred to in the Charges Register.

- 15 (19.01.2005) The Transfer dated 10 December 2004 referred to in the Charges Register contains a provision as to boundary structures.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

## B: Proprietorship Register continued

- 1 (27.10.2016) PROPRIETOR: ELECTRIC GLASS FIBER UK, LTD (Co. Regn. No. 10269432) of PO Box 132, Hindley Green, Wigan WN2 4XZ.
- 2 (27.10.2016) The price stated to have been paid on 1 October 2016 for the land in this title and in GM459852 was £25,500,000.
- 3 (27.10.2016) The Transfer to the proprietor contains a covenant to observe and perform the covenants, obligations, and restrictions in the deeds and documents contained or referred to in the registers of title and of indemnity in respect thereof.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the following rights reserved by a Conveyance of the land tinted yellow on the filed plan and other land dated 8 January 1938 made between (1) Robert Douglas Leigh Pemberton (Vendor) (2) Charles Leigh Pemberton and Hugh Robert Macdonald Farmer (3) John Scowcroft & Co. Ltd and (4) Thomas Hope and others:-

EXCEPT AND RESERVING to the Vendor the free passage of soil and water coming from any messuage building or land for the time being of the Vendor AND ALSO EXCEPT AND RESERVING liberty for the Vendor to build on any adjoining land and to use the same for any purpose whatsoever whether obstructive or otherwise.

- 2 The land is subject to the following rights reserved by a Conveyance of the land tinted pink on the filed plan and other land dated 25 November 1946 made between (1) Robert Douglas Leigh Pemberton (Vendor) (2) Charles Leigh Pemberton and Hugh Macdonald Farmer and (3) Turner & Newall Limited:-

Except and reserved to the Vendor liberty for him and his tenants to build on any adjoining land and to use the same for any purpose whatsoever whether obstructive or otherwise.

- 3 The land is subject to the rights granted by a Deed dated 1 February 1962 made between (1) Turner Brothers Asbestos Co. Ltd and (2) North Western Gas Board for the term stated therein.

NOTE 1: The Deed contains a restrictive covenant by the Grantors

NOTE 2: The position of the gas main is shown by a blue broken line on the filed plan

NOTE 3: Copy filed.

- 4 The land is subject to the following rights granted by a Transfer of land and buildings on the North West side of Leigh Road dated 16 September 1982 made between (1) TBA Industrial Products Limited and (2) Rex Ewart Wilson, Kim Wilson and Reed Stenhouse Trustee Services Limited (The Transferee):-

Full right and liberty for the Transferee and its employees and licensees (in common with TBA and all others having the like right) at all times and for all purposes connected with the use and occupation of the property but not for any other purpose with or without vehicles to pass and repass to and from the property over and along the road coloured green on the said plan subject to the Transferee paying on demand to TBA a reasonable contribution based on the Transferee's user thereof towards any costs which may be incurred in maintaining or repairing such road such contribution to be assessed by TBA's surveyor for the time being or in the event of dispute to be determined by an independent Surveyor (who shall act and be deemed to act as an expert and not as an arbitrator) to be nominated jointly by TBA and the Transferee or in default of agreement to be nominated by the president or other Senior Officer for the time being of the Royal Institution of Chartered Surveyors and subject to the right of TBA at any time to alter the position of such road provided that a reasonable alternative means of access to point C on the plan annexed hereto is provided to the Transferee.

# C: Charges Register continued

NOTE: The road coloured green on the Transfer plan is hatched blue on the filed plan and the point C referred to is reproduced on the filed plan.

5 The land is subject to the rights granted by a Deed dated 17 August 1988 made between (1) TBA Industrial Products Limited (2) PPG Glass Fibres Limited (3) T & N PLC and (4) Mary Agnus Stewart and Barbara Hill.

NOTE: Original filed.

6 The land is subject to the rights granted by a Deed dated 30 January 1989 made between (1) PPG Glass Fibres Limited and (2) The North Western Electricity Board.

NOTE 1: The Deed contains restrictive covenants by the Grantor

NOTE 2: The yellow land on plan to Deed is hatched brown on the filed plan

NOTE 3: Original filed.

7 The land is subject to the following rights granted by a Deed dated 5 June 1989 made between (1) PPG Glass Fibres Limited and (2) British Coal Corporation:-

"The Grantor hereby grants from the date hereof to the owners of the land edged in blue and its successors in title a private right of way at all times and for all purposes with or without vehicles measuring twelve feet in width across part of the land edged in red in the direction shown coloured green on the plan annexed hereto so as to follow the boundary of the land shown edged in red so as to lead to Coal Pit Lane as shown on the plan annexed hereto PROVIDED ALWAYS that the Grantor may from time to time on obtaining the prior written consent of the Grantee vary the position of the said right of way upon providing at the cost of the Grantor an alternative right of way that is of a similar standard and quality to the right of way immediately prior to such variation

.....  
..

The Grantor reserved the right to erect and maintain two gates across the said right of way at the points marked with crosses on the plan attached hereto and the Grantor and the Grantee shall be entitled to keep keys to such gates in order to have access at all times through the said gates which shall be kept locked by the parties hereto when not in use."

NOTE: Copy plan filed.

8 (13.09.2002) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

9 (13.09.2002) The part of the land affected thereby is subject to the following rights granted by the Lease dated 21 August 2002 referred to in the schedule of leases hereto:-

"TOGETHER WITH as appurtenant thereto the rights specified in the second part of the Schedule hereto

## THE SCHEDULE HEREINBEFORE REFERRED TO

### SECOND PART

(a) with or without vehicles machinery apparatus and equipment at all times and for all purposes to pass and repass over and along the land shown hatched brown on the said plan subject to the right for the Lessor (i) to require visitors to its estate at Hindley Green to observe reasonable regulations in the interests of security health and safety and traffic management and (ii) to redesignate from time to time during the term hereby granted the route or routes across the Lessor's

### C: Charges Register continued

estate at Hindley Green over which this right of way is to be exercised (Provided no such alternative routes may be specified which are materially less convenient to the Lessee than the route shown hatched brown on the attached plan)

(b) to lay construct use inspect maintain repair alter remove or renew along and under the Cable Easement Land such electric lines as the Lessee may from time to time require in connection with its use of the Demised Premises and/or the Lessee's undertaking and electricity distribution system and for this purpose (on reasonable prior notice except in an emergency) to break open the surface of the Cable Easement Land making good to the reasonable satisfaction of the Lessor all damage occasioned thereby

The said deed also contains the following covenants by the Lessor:-

.....  
..

(c) Not to drive spikes or stakes into the Cable Easement Land nor to plant any trees or deep rooted shrubs therein

(d) To keep the Cable Easement Land open and unbuilt upon

(e) Not to alter the level of the Cable Easement Land materially from that existing at the date hereof nor to cover the surface thereof with any material which in either case would make it impossible or more difficult for the Lessee to exercise the rights hereby granted in respect of the Cable Easement Land

(f) That nothing shall be done or suffered to be done by the Lessor its servants or agents which may in any way interfere with or damage the said electric lines"

THE expressions "electric lines" and "electrical plant" as used herein shall have the meanings respectively assigned to them by Section 64 of the Electricity Act 1989

*NOTE: Original filed under title GM909490.*

10 (19.01.2005) A Transfer of the land edged and numbered MAN5500 in green on the title plan dated 10 December 2004 made between (1) PPG Industries (UK) Limited and (2) Castletown (Investments) Limited contains covenants by the transferor.

*NOTE: Copy filed under MAN5500.*

11 (19.01.2005) The land is subject to the following rights reserved by a Conveyance and Assignment of the land in this title and other land dated 29 October 1987 made between (1) TBA Industrial Products Limited (Vendor) (2) T & N PLC and (3) PPG Glass Fibres Limited (Purchasers):-

" EXCEPT AND RESERVING as mentioned in the Second Schedule hereto

.....  
..

#### SECOND SCHEDULE

##### Exceptions and Reservations in favour of the Retained Land

1. The free and uninterrupted passage and running of water drainage, soil, gas, electricity, steam, telephone and other communication facilities to and from the retained land through all drains, channels, gutters, pipes, water courses, cables and wires, which are now in, through or over the Property and which served the retained land together with the right after reasonable prior notice to enter upon those parts of the Property that are unbuilt upon to cleanse maintain repair renew and replace the same only in so far as such work cannot conveniently be carried out from the retained land PROVIDED THAT in relation to any work to be carried out to that part of the property that has buildings thereon under the provisions of this Clause such work shall only be carried out after consultation with the Purchaser

## C: Charges Register continued

PROVIDED FURTHER THAT the Vendor at its cost makes good any damage which may be caused to the Property by the exercise of such rights and such rights shall be exercised so as to cause the least possible amount of interference with the Purchaser's business

2. Full right and liberty at any time to raise the height of or make any alterations or additions or execute any other works to the buildings on the retained land or to erect any new buildings of any height on the retained land in such a manner as the Vendor shall think fit notwithstanding the fact that the same may obstruct, affect or interfere with the passage of light and air to the Property".

NOTE: A Deed of Variation dated 13 September 1988 made between (1) TBA Industrial Products Limited (TBA) (2) T & N PLC (T & N) and (3) PPG Glass Fibres Limited (PPG) is supplemental to the above Conveyance and Assignment. It introduces new plans defining the boundaries of the property more accurately. The blue edging on plan Numbered One to this Deed defining the Retained Land is on the north and east boundaries as far as it affects the land in this title.

- 12 (19.10.2020) UNILATERAL NOTICE in respect of an Agreement for lease dated 16 September 2020 made between (1) Electric Glass Fiber UK, Ltd and (2) Air Products Public Limited Company.
- 13 (19.10.2020) BENEFICIARY: Air Products Public Limited Company (Co. Regn. No. 00103881) of Her sham Place, Technology Park, Molesey Road, Walton on Thames, Surrey KT12 4RZ.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	13.09.2002	being the site of an edged and numbered 1 in yellow Lane, Hindley	21.08.2002 99 years from 21.8.2002	GM909490
	NOTE 1: See entry in the Charges Register relating to the rights granted by the lease.			
	NOTE 2: By a Deed dated 18 September 2003 made between (1) PPG Industries (UK) Limited and (2) United Utilities Electricity PLC the terms of the lease were varied.			
	NOTE 3: Original Deed filed under GM909490			
2	01.02.2023	Land at Hindley Green Edged and numbered 5 in yellow Business Park, Leigh Road, Hindley Green, Wigan	25.01.2023 Beginning and including 1 April 2019 ending on and including 1 March 2033	MAN415654
	NOTE: The lease contains an option to renew upon the terms therein mentioned.			

End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 14 August 2025 shows the state of this title plan on 14 August 2025 at 11:46:55. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Fylde Office .

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# H.M. LAND REGISTRY

TITLE NUMBER

## GM459851

ORDNANCE SURVEY  
PLAN REFERENCE

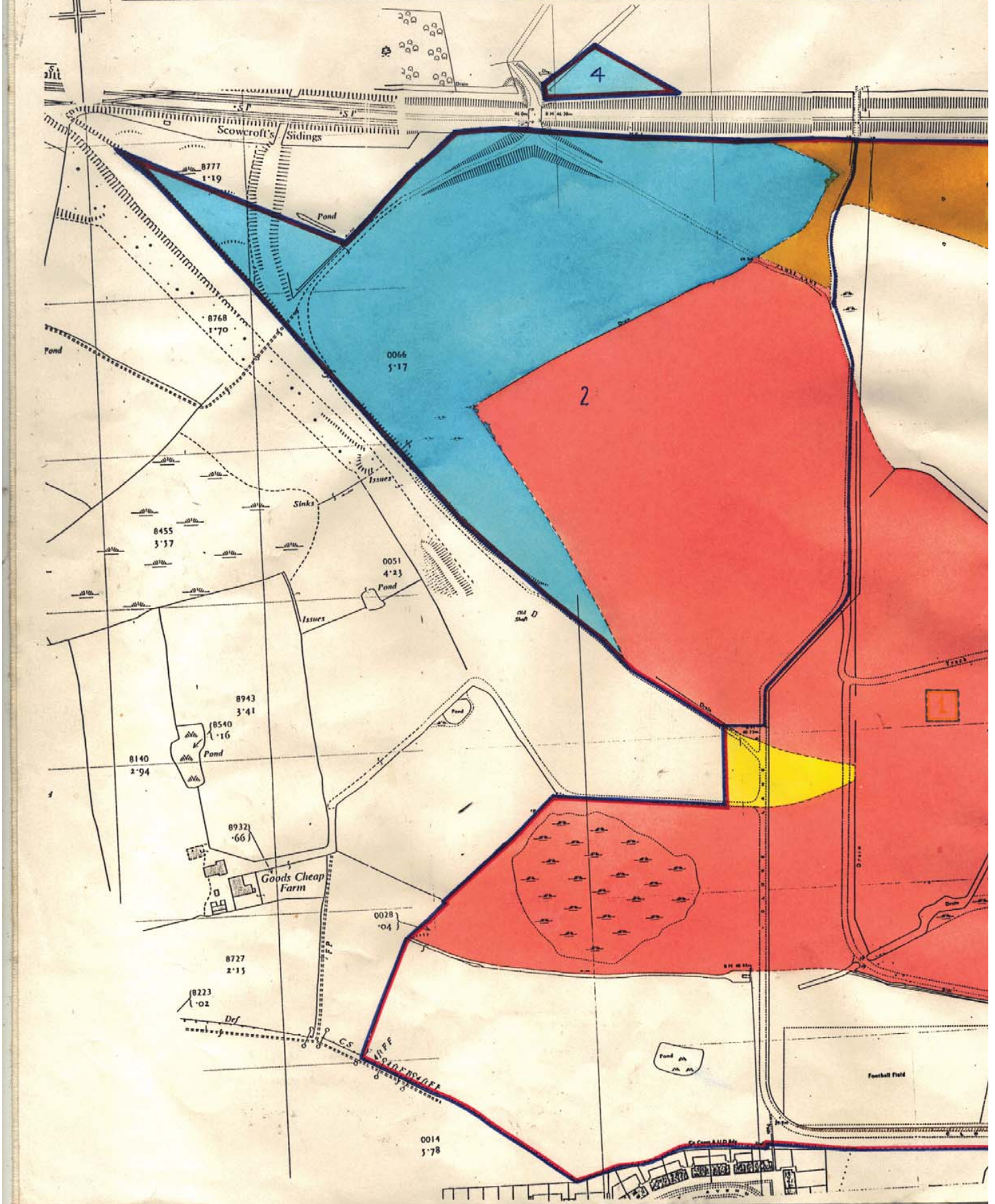
SD 6202 6302

Scale  
1/2500

COUNTY GREATER MANCHESTER

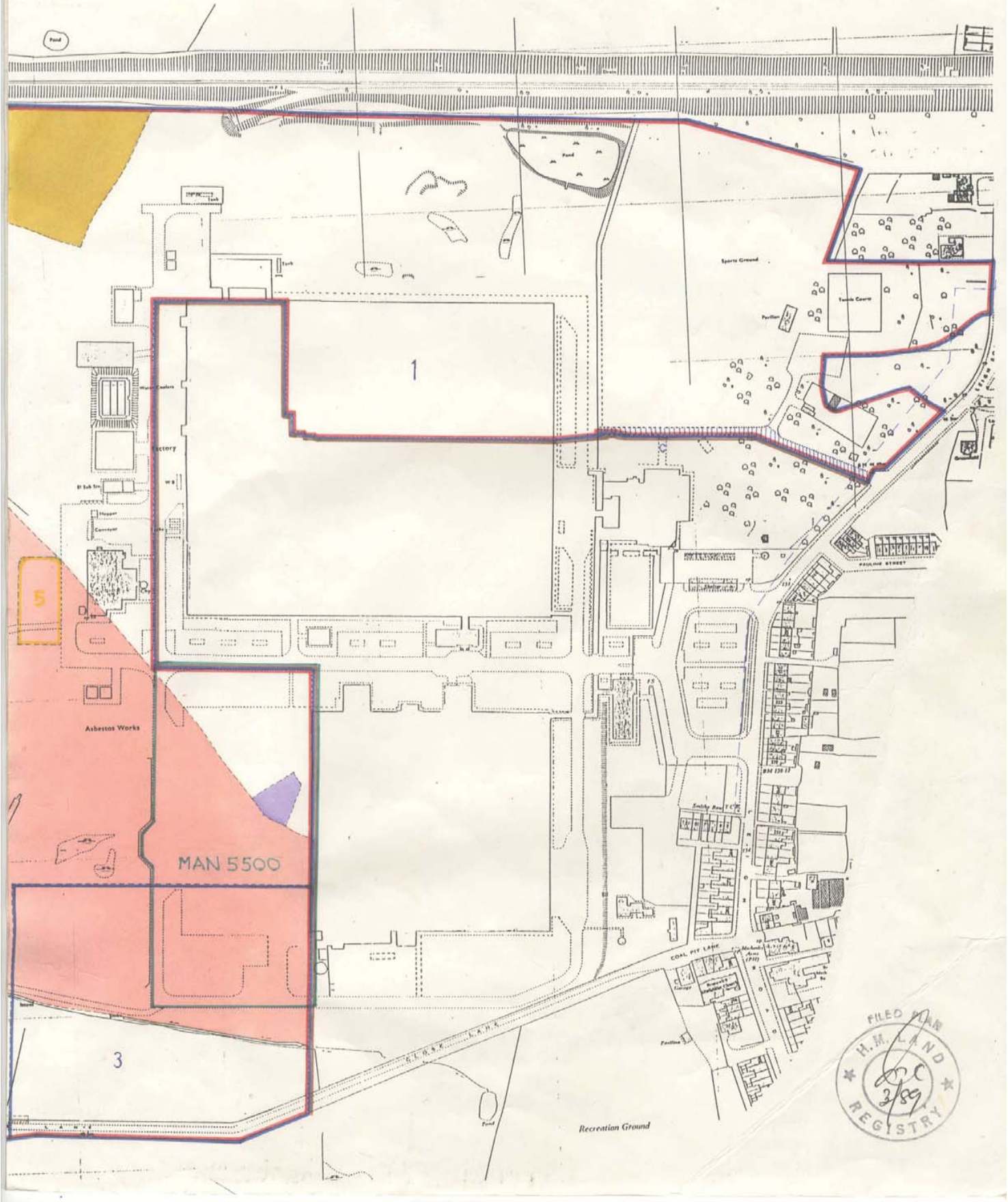
WIGAN DISTRICT

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This official copy is incomplete without the preceding notes page.

The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information



This official copy is incomplete without the preceding notes page.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy  
of register of  
title

Title number GM459852

Edition date 01.02.2023

- This official copy shows the entries on the register of title on 12 AUG 2025 at 13:41:40.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 12 Aug 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

GREATER MANCHESTER : WIGAN

1 (07.12.1987) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the west side of Leigh Road, Hindley, Wigan.

2 The mines and minerals are excepted.

3 (07.12.1987) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 1 November 1787

Term : 999 years from 31 October 1787

Rent : £6

Parties : (1) Francis Duke of Bridgewater Marquis of Braceley and Baron of Ellesmere  
(2) James Barlow

NOTE: The lease comprises also other land

4 By a Conveyance and Assignment dated 5 July 1946 made between (1) Percy Wild (2) Helen Dootson and (3) Turner and Newall Limited the land in this title was informally exonerated from the rent reserved by the Lease.

5 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance and Assignment dated 29 October 1987 made between (1) TBA Industrial Products Limited (Vendor) (2) T & N PLC and (3) PPG Glass Fibres Limited (Purchasers):-

"TOGETHER WITH the rights and easements set out in the First Schedule hereto but EXCEPT AND RESERVING as mentioned in the Second Schedule hereto

FIRST SCHEDULE

Rights granted in favour of the Property

.....  
..

## A: Property Register continued

The free and uninterrupted passage and running of water, drainage, soil, gas, electricity, steam, telephone and other communication facilities to and from the Property through all drains, channels, gutters, pipes, watercourses, cables and wires, which are now in, through or over the retained land and which serves the Property together with the right after reasonable prior notice to enter upon the retained land to cleanse maintain repair renew or replace the same only insofar as the same cannot conveniently be carried out from the Property PROVIDED THAT in relation to any work to be carried out to that part of the retained land that has buildings thereon under the provisions of this Clause such work shall only be carried out after consultation with the Vendor PROVIDED FURTHER THAT the Purchaser at its cost makes good any damage which may be caused to the retained land by the exercise of such rights and such rights shall be exercised so as to cause the least possible amount of interference to the business carried on by the Vendor and/or T & N

3. Full right and liberty at any time hereafter to raise the height of, or make any alterations or additions to execute any other works to the buildings on the Property or to erect any new buildings of any height on the Property in such a manner as the Purchaser shall think fit notwithstanding the fact that the same may obstruct, affect or interfere with the passage of light and air to the retained land

### SECOND SCHEDULE

#### Exceptions and Reservations in favour of the Retained Land

1. The free and uninterrupted passage and running of water drainage, soil, gas, electricity, steam, telephone and other communication facilities to and from the retained land through all drains, channels, gutters, pipes, watercourses, cables and wires, which are now in, through or over the Property and which serves the retained land together with the right after reasonable prior notice to enter upon those parts of the Property that are unbuilt upon to cleanse maintain repair renew and replace the same only in so far as such work cannot conveniently be carried out from the retained land PROVIDED THAT in relation to any work to be carried out to that part of the Property that has buildings thereon under the provisions of this Clause such work shall only be carried out after consultation with the Purchaser PROVIDED FURTHER THAT the Vendor at its cost makes good any damage which may be caused to the Property by the exercise of such rights and such rights shall be exercised so as to cause the least possible amount of interference with the Purchaser's business

2. Full right and liberty at any time to raise the height of or make any alterations or additions or execute any other works to the buildings on the retained land or to erect any new buildings of any height on the retained land in such a manner as the Vendor shall think fit notwithstanding the fact that the same may obstruct, affect or interfere with the passage of light and air to the Property."

NOTE: A Deed of Variation dated 13 September 1988 made between the same parties as the Conveyance and Assignment is supplemental thereto. It introduces new plans defining the boundaries of the property more accurately. The Retained Land as edged blue on plan Number one to this Deed lies to the South of the land in this title and fronts Leigh Road and Close Lane.

6 (19.01.2005) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land lying to the south west of the land in this title dated 10 December 2004 made between (1) PPG Industries (UK) Limited and (2) Castletown (Investments) Limited.

*NOTE: Copy filed under MAN5500.*

7 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

Title number GM459852

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title good leasehold

- 1 (27.10.2016) PROPRIETOR: ELECTRIC GLASS FIBER UK, LTD (Co. Regn. No. 10269432) of PO Box 132, Hindley Green, Wigan WN2 4XZ.
- 2 (27.10.2016) The price stated to have been paid on 1 October 2016 for the land in this title and in GM459851 was £25,500,000.
- 3 (27.10.2016) The Transfer to the proprietor contains a covenant to observe and perform the covenants, obligations, and restrictions in the deeds and documents contained or referred to in the registers of title and of indemnity in respect thereof.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the rights granted by a Deed dated 1 February 1962 made between (1) Turner Brothers Asbestos Co Ltd and (2) North Western Gas Board.  
  
The said Deed also contains restrictive covenants by the grantor.  
  
*NOTE: Copy filed under GM459851.*  
  
*NOTE 2:-The position of the gas main is shown by a broken blue line on the filed plan.*
- 2 (01.02.2023) The land is subject to the easements granted by a lease of land at Hindley Green Business Park, Leigh Road dated 25 January 2023 made between (1) Electric Glass Fiber UK, Ltd and (2) Air Products Plc for a term of years beginning on and including 1 April 2019 ending on and including 1 March 2033.  
  
*NOTE: Copy filed under MAN415654.*

End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

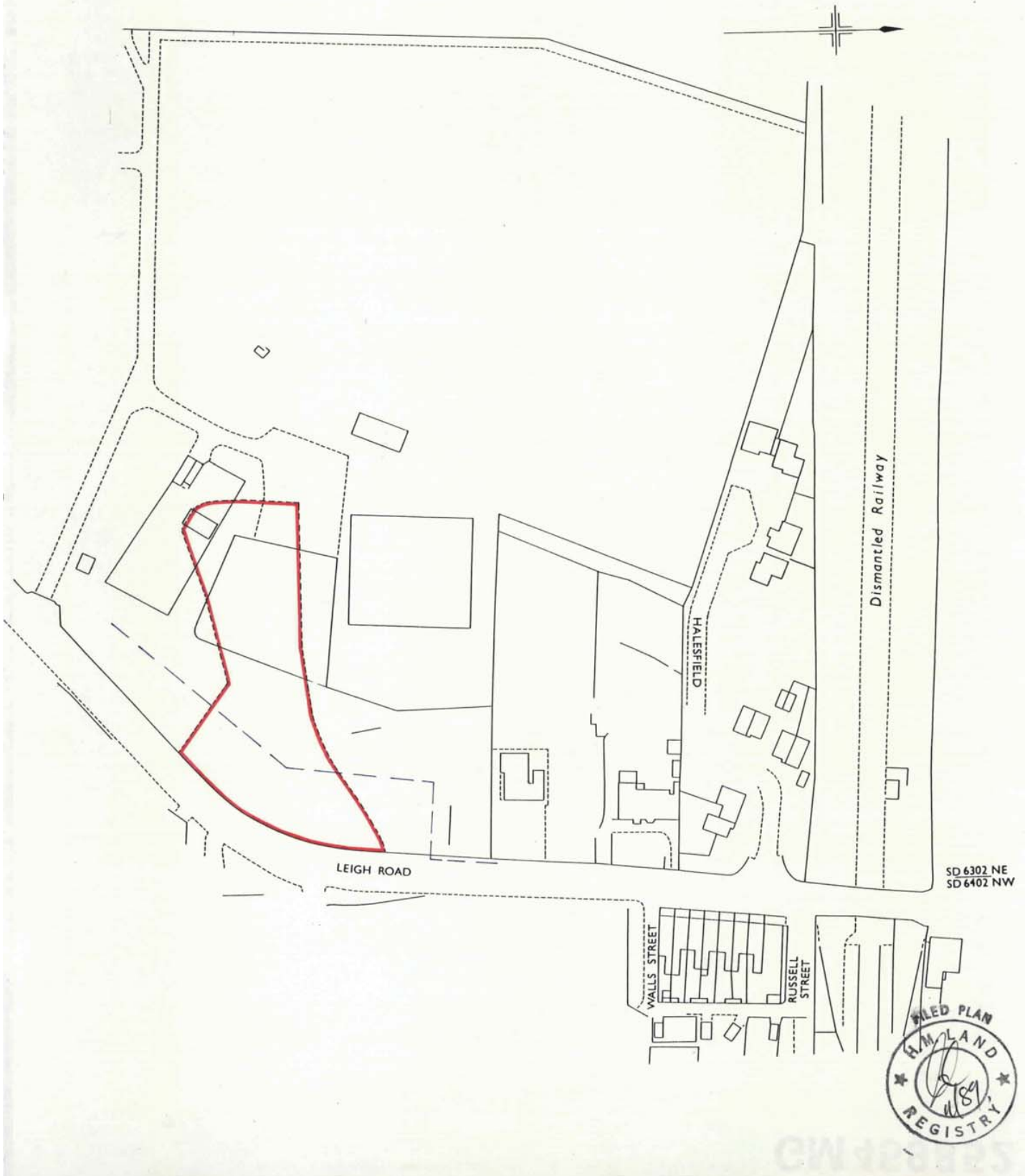
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 12 August 2025 shows the state of this title plan on 12 August 2025 at 13:42:07. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Fylde Office .

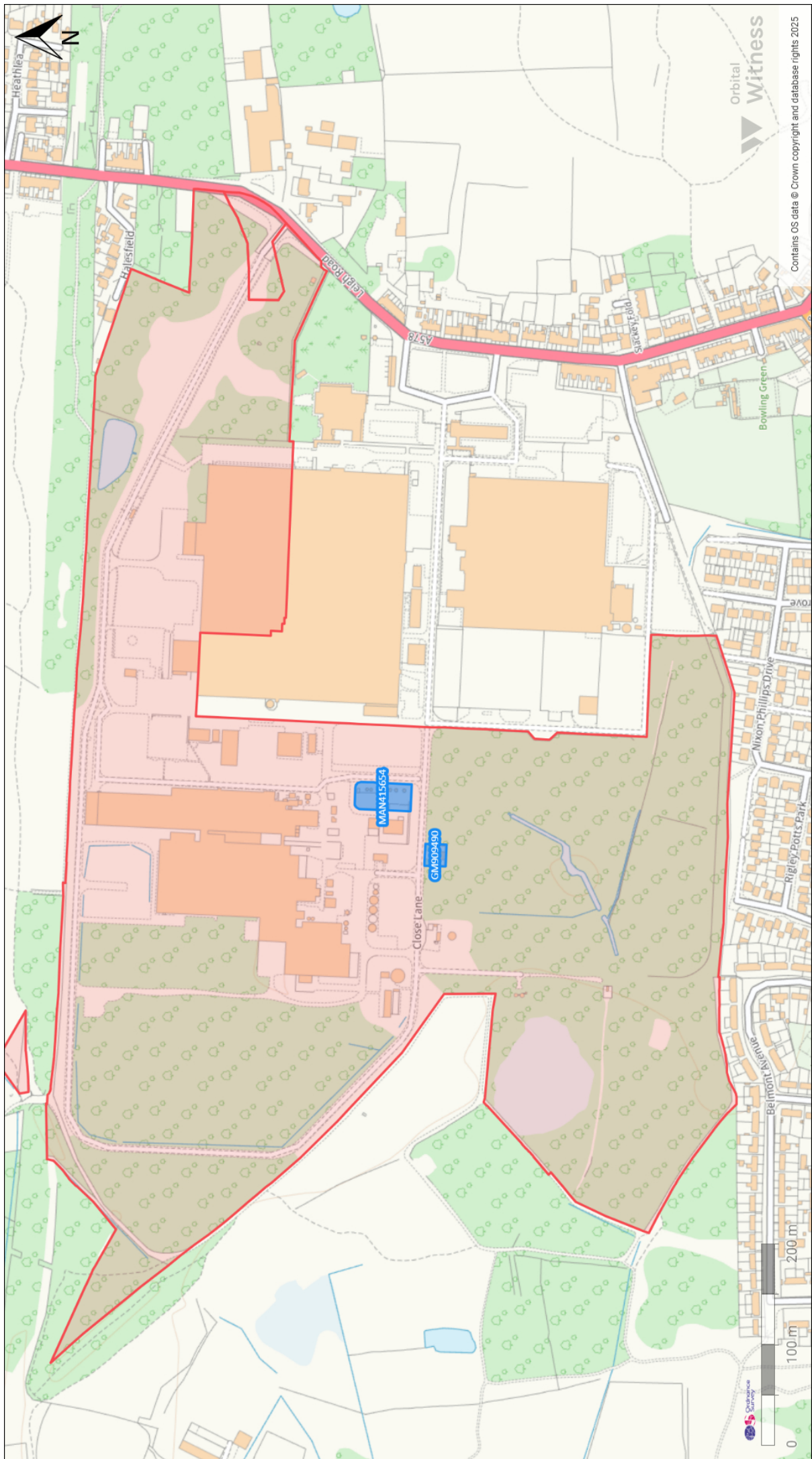
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H.M. LAND REGISTRY		TITLE NUMBER	
		<b>GM459852</b>	
ORDNANCE SURVEY PLAN REFERENCE	SD 6302	SECTION F	Scale 1/1250
COUNTY GREATER MANCHESTER		DISTRICT WIGAN	© Crown copyright 1986



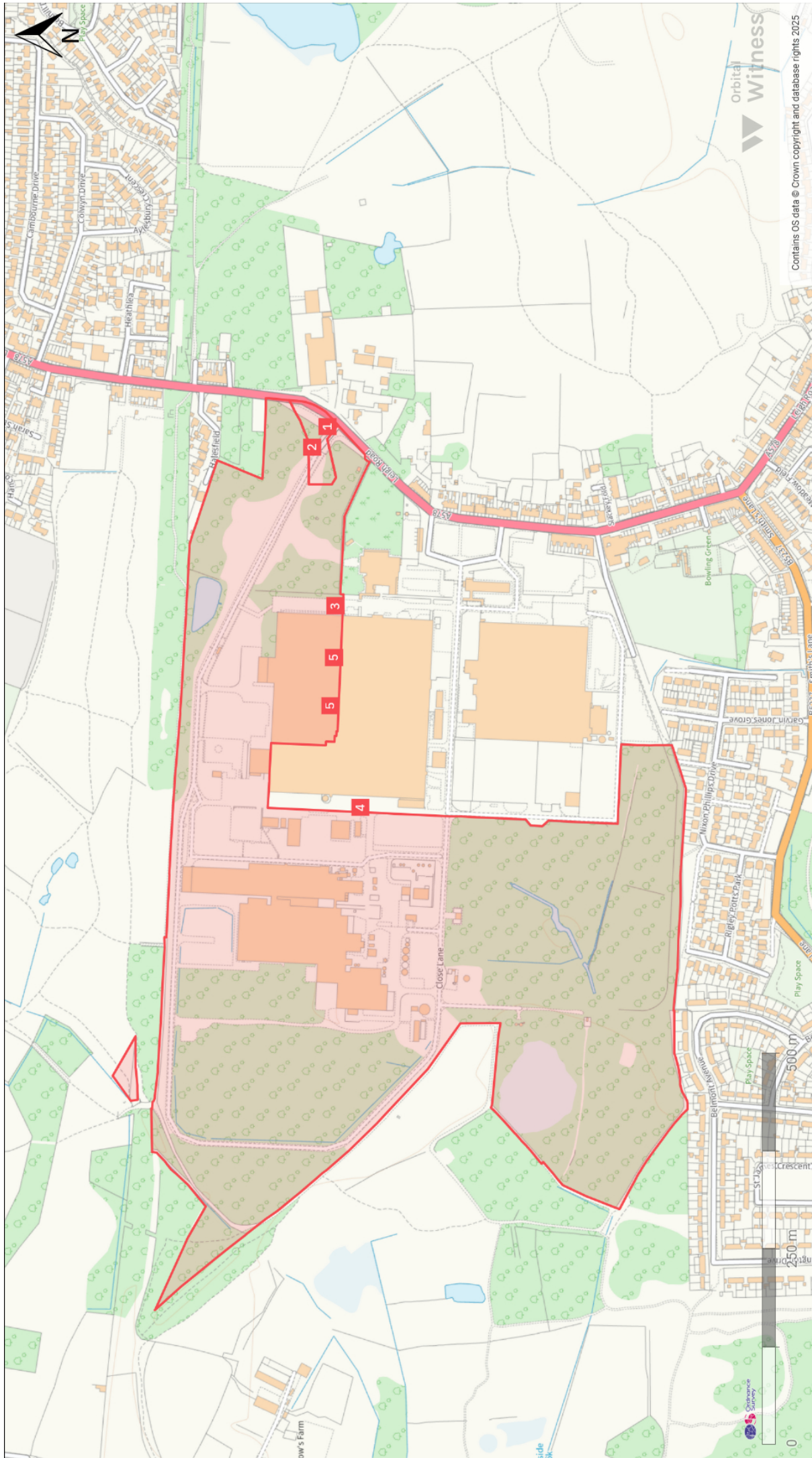
This official copy is incomplete without the preceding notes page.





Orbital  
Witness

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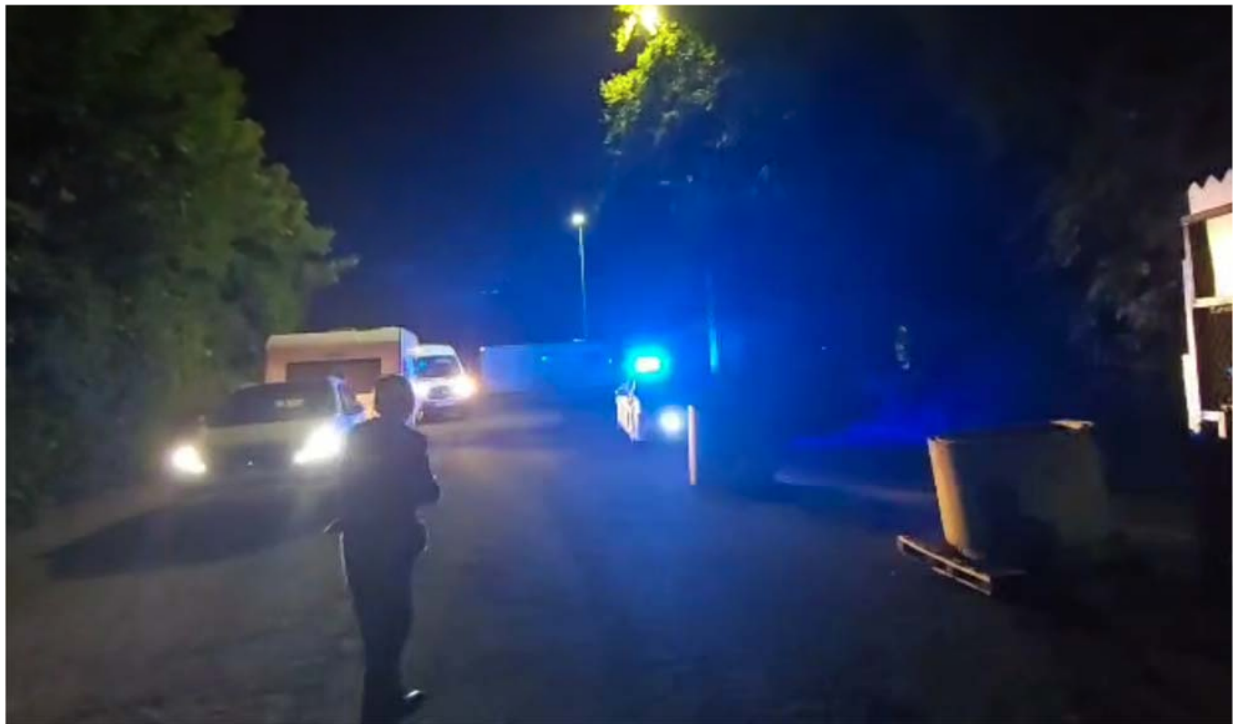
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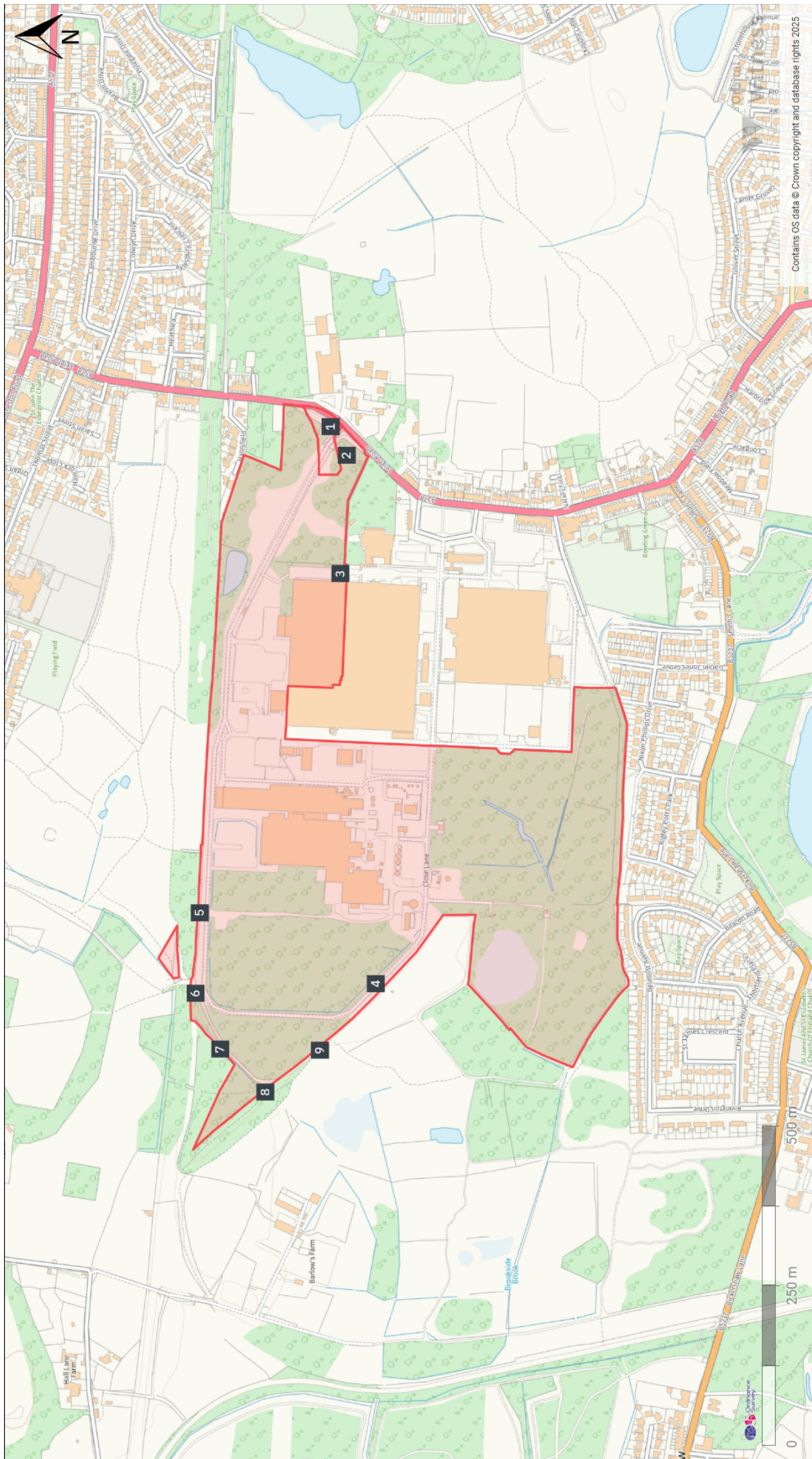




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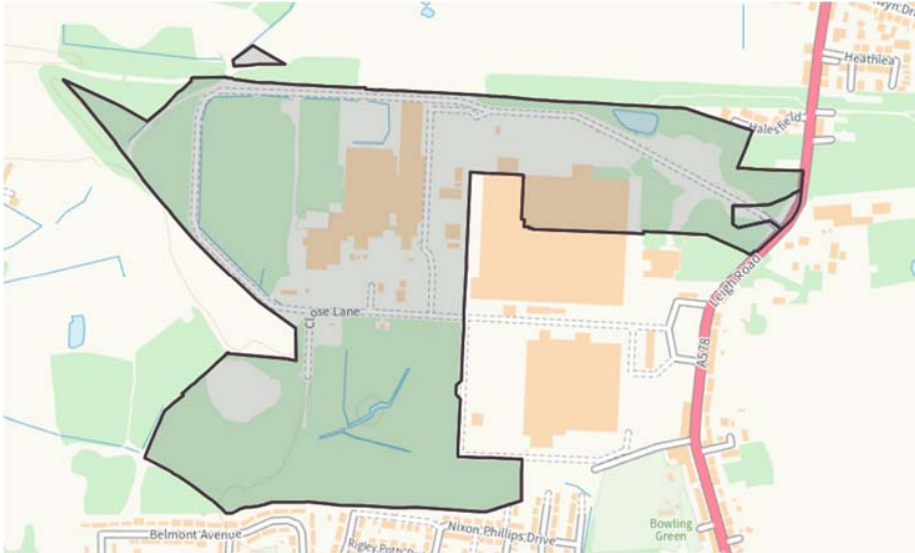






## **NOTICE OF INTENDED LEGAL ACTION PRIVATE PROPERTY – NO TRESPASSING**

This land and the buildings situated on the west side of Leigh Road, Hindley, Wigan, Greater Manchester, are the private property of **Electric Glass Fiber UK Ltd.**



### **WARNING TO TRESPASSERS:**

Persons Unknown have unlawfully entered this site without permission. This constitutes civil trespass under English law. Continued unauthorised access is strictly prohibited.

Legal Action Pending:

Electric Glass Fiber UK Ltd. intends to apply to the High Court of Justice for an injunction to restrain further trespass and protect its property rights.

Any person found unlawfully entering or remaining on this property may be subject to:

- Legal proceedings
- Injunction orders
- Claims for damages and costs

You are hereby required to cease all unauthorised access immediately.

This notice serves as formal warning of the owner's intention to pursue legal remedies, including injunctive relief, without further notice.

Contact for Legal Enquiries:

Hill Dickinson LLP

Helen.Evans@hildickinson.com

Acting on behalf of Electric Glass Fiber UK Ltd.

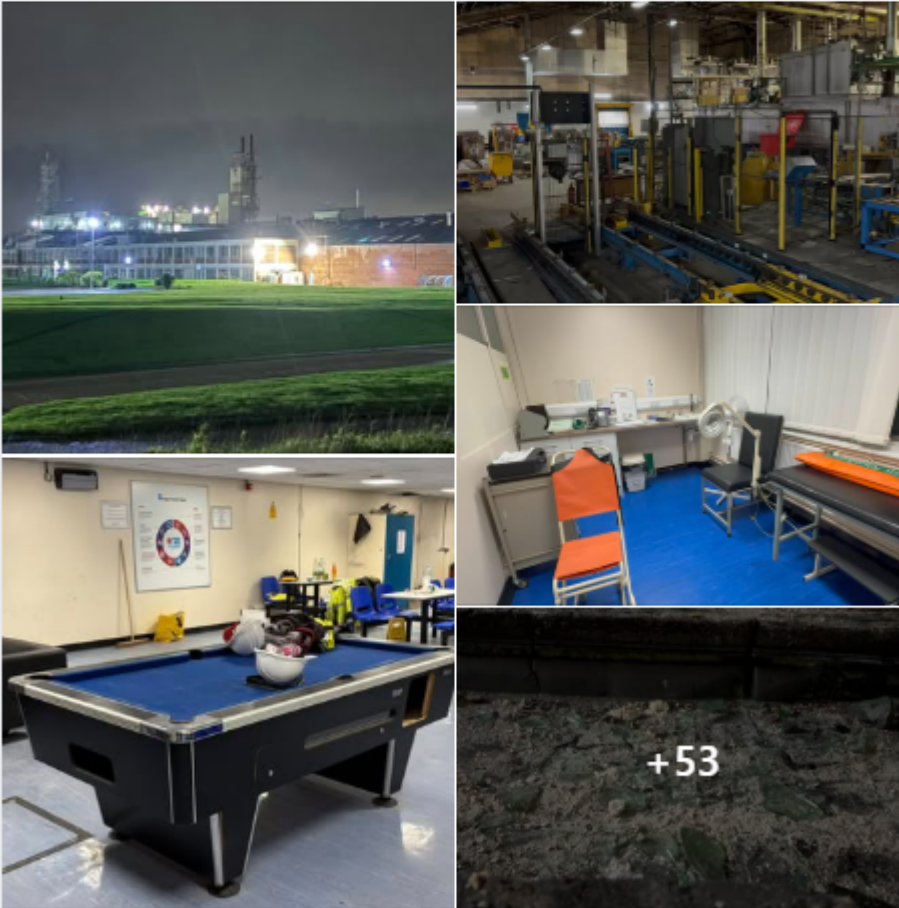
**Abandoned UK**  
24 November 2025 · 🌐

Thw UK's largest fibreglass company,  
Nippon Electric Glass.

After finding an article online, we thought we would go and check out what was left behind, and wow, talk about high security presence. There were 6/7 dog units on site. It was a stealthy mission trying to get in without the dogs knowing or getting caught by the guards while they were driving about. Check out the video.

The factory produced fibreglass, a lightweight material used in products such as wind turbine blades and components for the rail and aerospace industries.

The factory closed in June 2025 after rescue talks failed. The closure resulted in the loss of 250 jobs at the site, which was the UK's largest fibreglass factory. The company had initiated a review of the facility's future in April 2025, and despite efforts by local politicians and the union, a deal was not reached, leading to the site being placed into voluntary liquidation. There is a video in the comments.



👍👎👤 501      96 comments 65 shares

👍 Like      💬 Comment      ➦ Share



501

96 comments 65 share

Like

Comment

Share



Author

**Abandoned UK**

Check out this fibreglass factory we explored <https://youtu.be/acNXFkfXjc8?si=Lo8L2wfl4W3L0sVu>



YOUTUBE.COM

Nippon Electric Glass Fibre this was a risky explore

9w Like Reply 4

View 1 reply

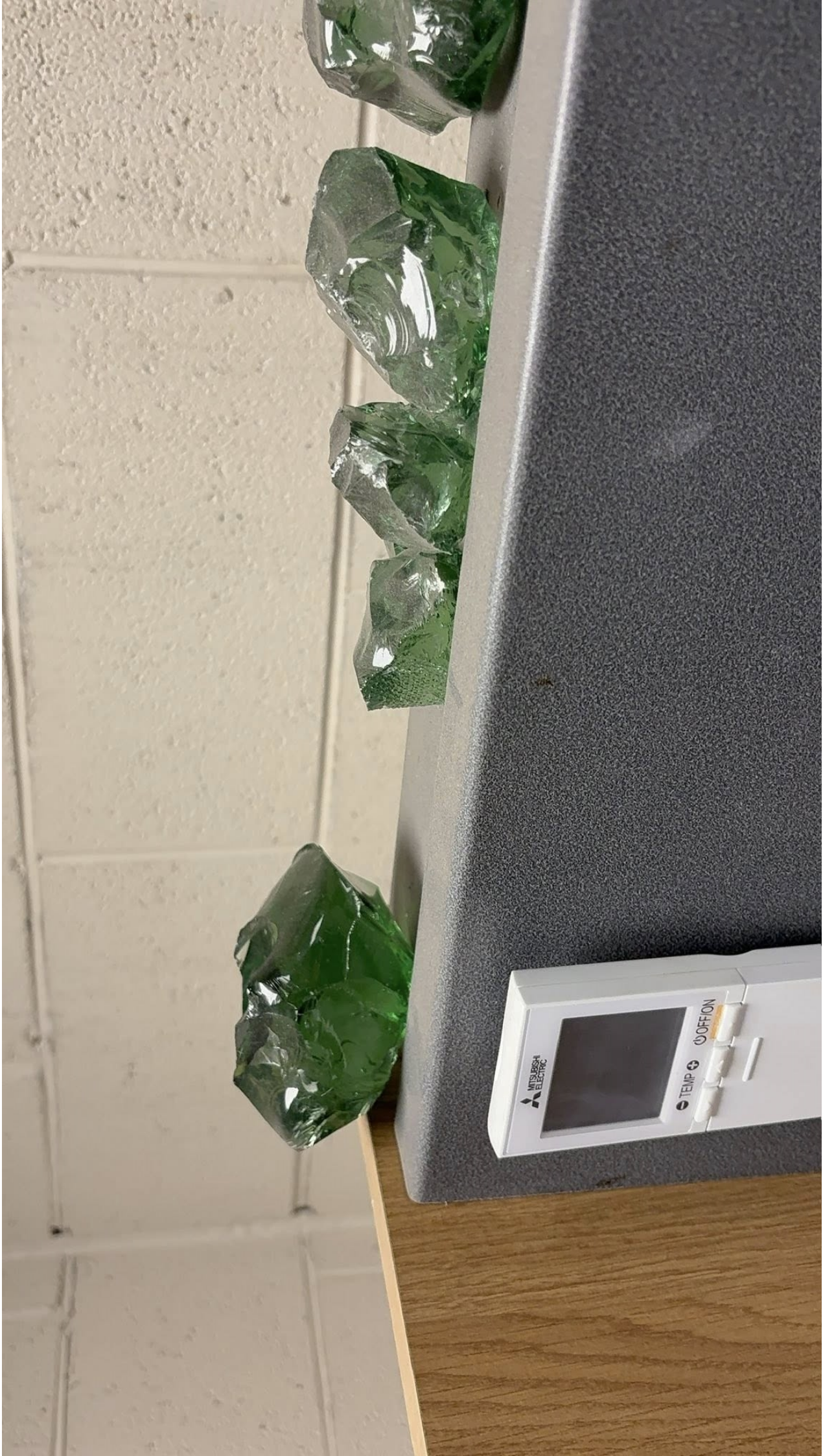


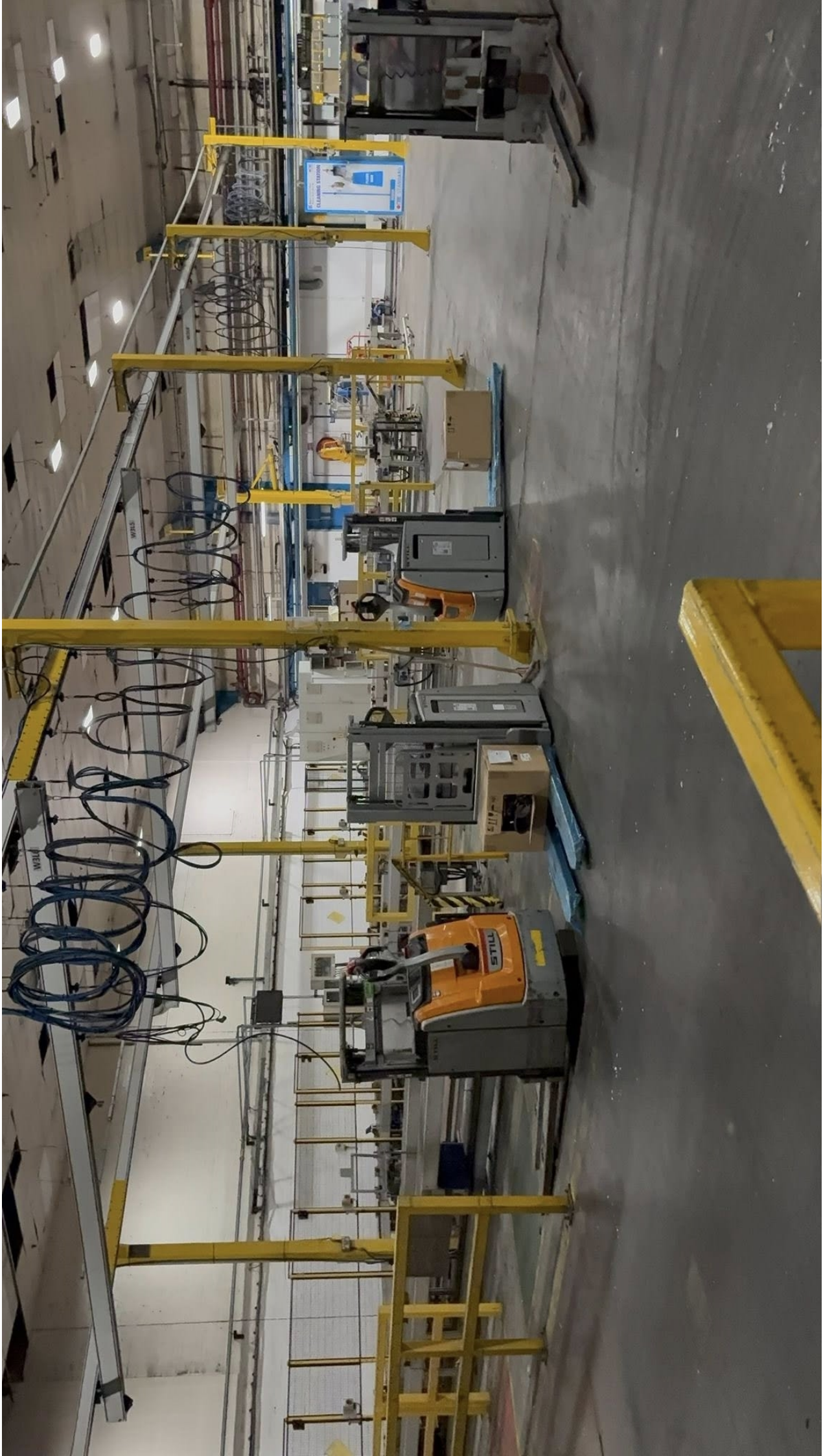
**Dan Flower**

Someone's security team is in trouble











## PRIVATE & CONFIDENTIAL

Abandoned UK  
<https://www.youtube.com/channel/UCLc7dbH9JvaOK8TFKQpIUVA>

Your ref: n/a  
Our ref: 12033662.1.AEL.DDT  
Date: 8 December 2025

Direct Line: +44 161 235 7466  
[Andrew.Little@hilldickinson.com](mailto:Andrew.Little@hilldickinson.com) /  
[Dan.Taylor@hilldickinson.com](mailto:Dan.Taylor@hilldickinson.com)

Please ask for Andrew Little

### THIS LETTER RELATES TO A HIGH COURT INJUNCTION

#### BY FACEBOOK MESSAGE TO [HTTPS://FACEBOOK.COM/UKABANDONED](https://facebook.com/ukabandoned)

Dear Sir or Madam

#### **Court Injunction relating to Land situated at Hindley Green, Wigan Our Client: Electric Glass Fiber Uk, Ltd**

We write in connection with the YouTube channel entitled ABANDONED UK ("**Channel**"), which has approximately 13,200 followers, and specifically the video uploaded on 18 November 2025 entitled '*Nippon Electric Glass Fibre this was a risky explore*' ("**Video**"). At the date of this letter, the Video has nearly 2,000 views.

The Video involves members of your Channel trespassing on our client's land, which is the subject of a High Court Injunction dated 19 August 2025 that forbids entry onto the site ("**Injunction**"). A copy of the Injunction is provided alongside this letter, and the land to which it applies is at Hindley Green, Wigan, specifically identified by the area shaded and edged red in the plan at Schedule 1 ("**Land**").

In addition, on your Channel's associated Facebook page (<https://facebook.com/ukabandoned>), a post dated 24 November 2025 described your Channel's trespass on the Land, making specific reference to the necessary evasion of security teams attempting to prevent such trespass from occurring, and including pictures of the Land and buildings on the Land ("**Facebook Post**").

Copies of the Injunction and the application made by our client can be found at the following link:  
[www.negeurope.co.uk](http://www.negeurope.co.uk)

The Injunction clearly prohibits any persons unknown, without our client's permission, from:

1. Entering or remaining on the Land;
2. Entering or remaining in or on any building on the Land;
3. Damaging any building, structure, fixture or item on the Land and

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Fax: +44 (0)161 817 7201

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Hill Dickinson LLP is authorised and regulated by the Solicitors Regulation Authority.

4. Removing or attempting to remove any item from the Land.

The Video clearly shows members of your Channel entering onto the Land, and various buildings therein, in breach of the Injunction. The consequences of knowingly breaching the Injunction are criminal and potentially severe, including a custodial sentence. By way of this letter, you are now on notice of the Injunction.

A significant reason why the Injunction is in place over the Land is for the safety of the public, as the Land constitutes a dangerous site which poses hazards and thereat of harm to those who enter onto it. Our client is very concerned that the Video will encourage those amongst your Channel's significant following to attempt to gain access to the Land, potentially putting themselves and our client's staff at risk of harm as well as placing themselves at risk of contravention of the Injunction.

**Action Required**

You must not re-enter onto the Land, or act in breach in any way of the Injunction of which you are now on notice.

In order to protect others from harm and/or the criminal consequences of breaching the Injunction also, we request that you, with 7 days of the date of this letter (by 15 December 2025):

1. Remove the Video from your YouTube Channel;
2. Delete the Facebook Post; and
3. Remove any other social media posts, content or otherwise which in any way refer to or are relevant to the Land.

Failure to take any one of the actions above would risk the safety of your followers, as well as constitute a breach of the Injunction. We would be grateful if this matter could be dealt with responsibly by your channel, so as to safeguard its followers and the public more generally as well as not to risk further breach of the Injunction.

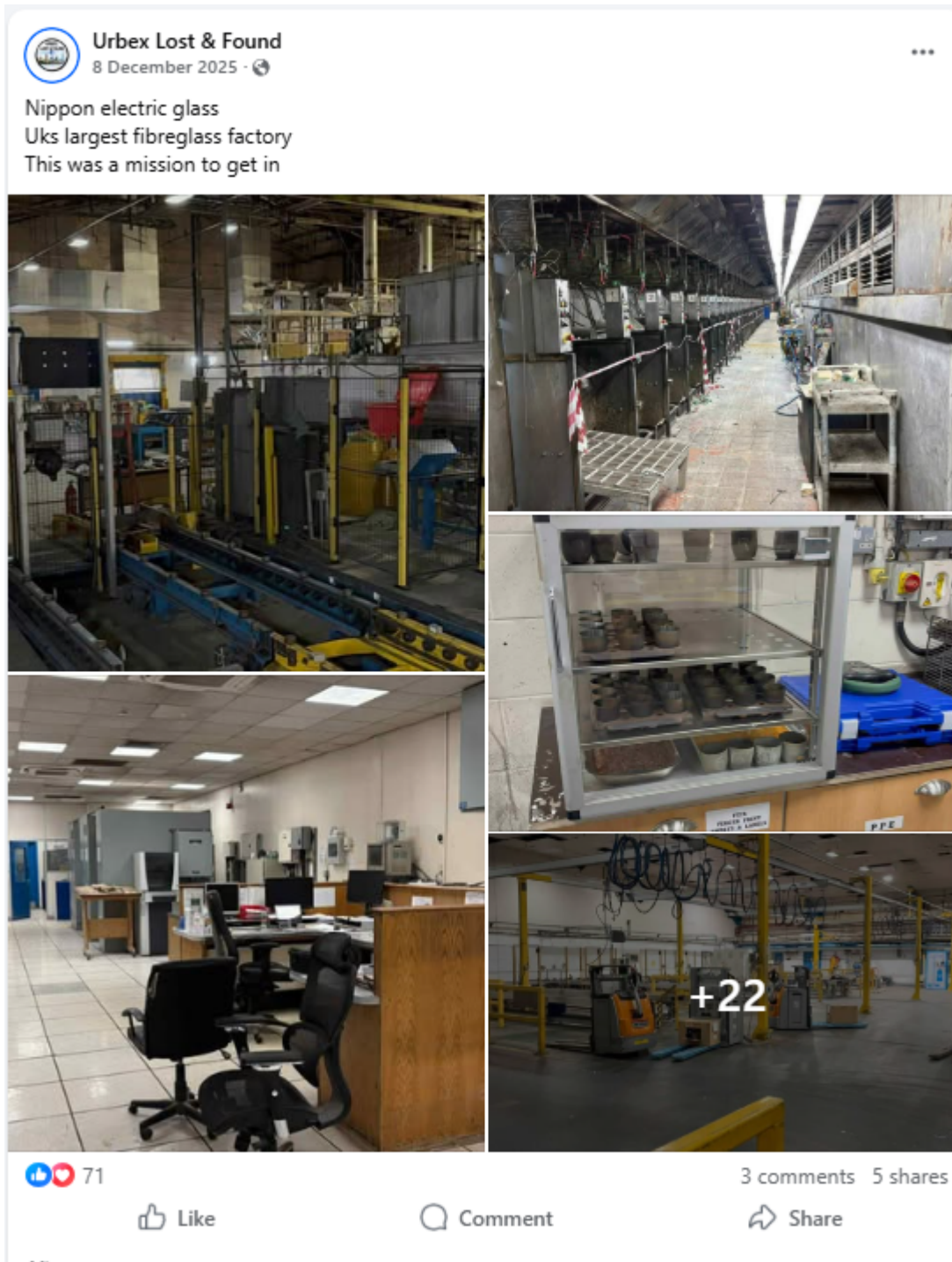
It is our client's preference that this matter is dealt with absent the need for legal action or necessitating complaints to YouTube or other social media providers who may remove or suspend your accounts. However, if the actions set out clearly above are not taken, then our client's rights in relation to the enforcement of the Injunction, including any relevant actions in relation to the Video and the Channel, are reserved in their entirety.

Yours faithfully



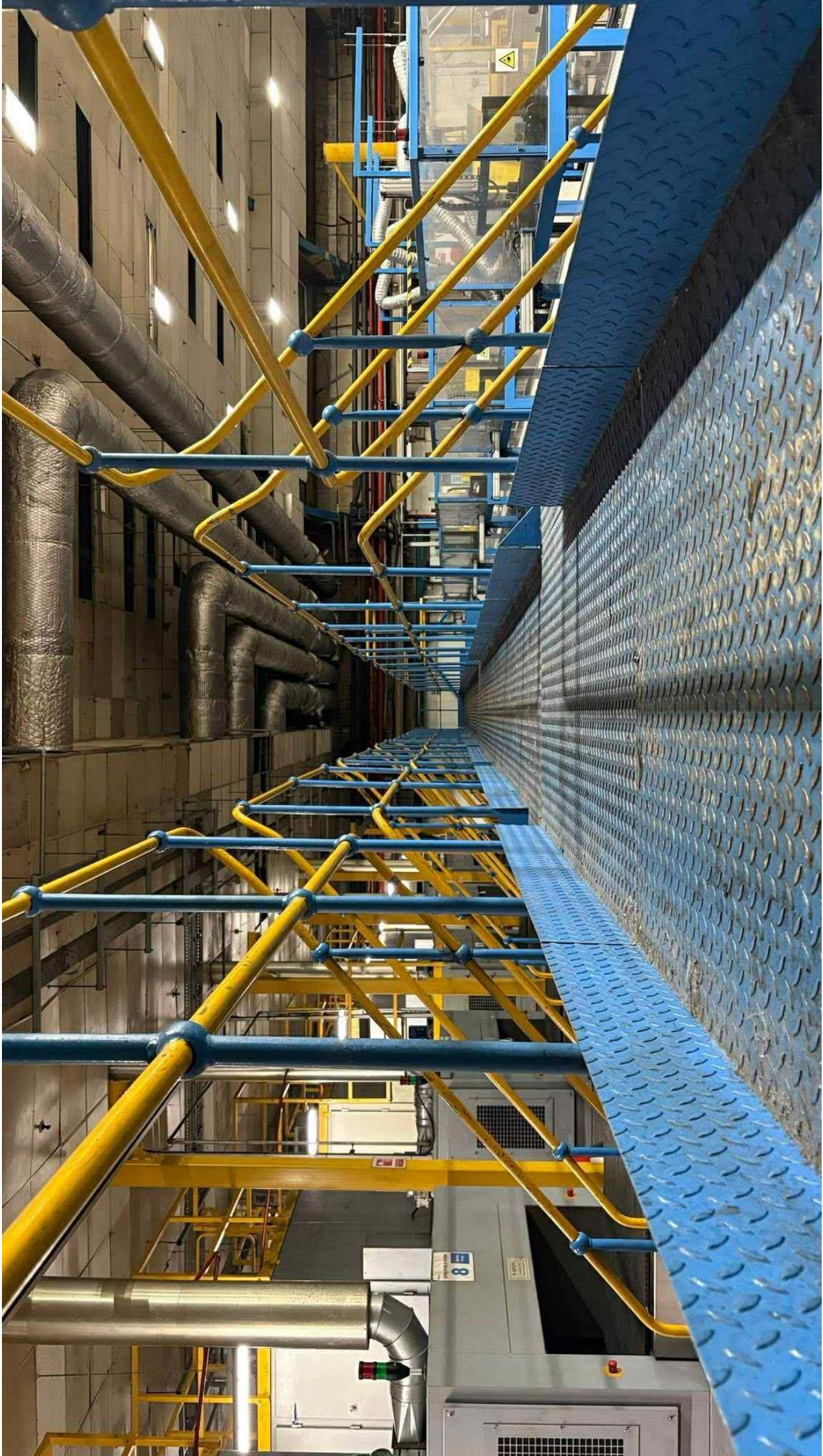
**Hill Dickinson LLP**

Enc











## PRIVATE & CONFIDENTIAL

FAO: Ian Johnson  
instagram.com/johnsonian175

Urbex Lost & Found  
<https://www.facebook.com/UrbexLostNFound>

Your ref: n/a  
Our ref: 12033662.1.AEL.DDT  
Date: 24 December 2025

Direct Line: +44 161 235 7466  
[Andrew.Little@hilldickinson.com](mailto:Andrew.Little@hilldickinson.com) /  
[Dan.Taylor@hilldickinson.com](mailto:Dan.Taylor@hilldickinson.com)

Please ask for Andrew Little

### THIS LETTER RELATES TO A HIGH COURT INJUNCTION

#### BY FACEBOOK MESSAGE TO [HTTPS://WWW.FACEBOOK.COM/URBEXLOSTNFOUND](https://www.facebook.com/urbexlostnfound)

Dear Sir

#### **Court Injunction relating to Land situated at Hindley Green, Wigan Our Client: Electric Glass Fiber Uk, Ltd**

We write in connection with the Facebook channel entitled Urbex Lost & Found ("**Channel**"), which has approximately 298,000 followers, and specifically the Facebook post uploaded on 8 December 2025 captioned '*Nippon electric glass / Uks largest fibreglass factory / This was a mission to get in*' ("**Facebook Post**"). We note that the Channel contains a link to an affiliated Instagram account under the name of Ian Johnson, who we assume is either the operator of the Channel, or is in some way involved in its running.

The Facebook Post involves various photos taken by members of your Channel, which we assume to include Mr Johnson, trespassing on our client's land, which is the subject of a High Court Injunction dated 19 August 2025 that forbids entry onto the site ("**Injunction**"). A copy of the Injunction is provided alongside this letter, and the land to which it applies is at Hindley Green, Wigan, specifically identified by the area shaded and edged red in the plan at Schedule 1 ("**Land**").

Copies of the Injunction and the application made by our client can be found at the following link:  
[www.negeurope.co.uk](http://www.negeurope.co.uk)

The Injunction clearly prohibits any persons unknown, without our client's permission, from:

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Hill Dickinson LLP is authorised and regulated by the Solicitors Regulation Authority.

4. Removing or attempting to remove any item from the Land.

The Facebook Post clearly shows members of your Channel having entered onto the Land, and various buildings therein, in breach of the Injunction. The consequences of knowingly breaching the Injunction are criminal and potentially severe, including a custodial sentence. By way of this letter, you are now on notice of the Injunction.

A significant reason why the Injunction is in place over the Land is for the safety of the public, as the Land constitutes a dangerous site which poses hazards and threat of harm to those who enter onto it. Our client is very concerned that the Facebook Post will encourage those amongst your Channel's significant following to attempt to gain access to the Land, potentially putting themselves and our client's staff at risk of harm as well as placing themselves at risk of contravention of the Injunction.

**Action Required**

You must not re-enter onto the Land, or act in breach in any way of the Injunction of which you are now on notice.

In order to protect others from harm and/or the criminal consequences of breaching the Injunction also, we request that you, with 14 days of the date of this letter (by 7 January 2025):

1. Delete the Facebook Post; and
2. Remove any other social media posts, content or otherwise which in any way refer to or are relevant to the Land.

Failure to take any one of the actions above would risk the safety of your followers, as well as constitute a breach of the Injunction. We would be grateful if this matter could be dealt with responsibly by your channel, so as to safeguard its followers and the public more generally as well as not to risk further breach of the Injunction.

It is our client's preference that this matter is dealt with absent the need for legal action or necessitating complaints to Facebook or other social media providers who may remove or suspend your accounts. However, if the actions set out clearly above are not taken, then our client's rights in relation to the enforcement of the Injunction, including any relevant actions in relation to the Facebook Post, the Channel and Mr Johnson personally, are reserved in their entirety.

Yours faithfully



**Hill Dickinson LLP**

Enc



Urbex Lost & Found ▾



24/12/2025, 17:39



No worries we won't be going back I add this to list off them I've got

