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Environmental Law Foundation

By email: emma@elflaw.org

Our ref JYR/AVC/137605/417

Your ref

Email Jake.Rostron@michelmores.com

FAO Emma Montlake

Date 31 March 2023

Dear Sirs

**YOUR CLIENT: REWILD PROJECT CIC
OUR CLIENT: SECRETARY OF STATE FOR ENVIRONMENT FOOD AND RURAL
AFFAIRS C/O FORESTRY COMMISSION
KENSLEY SHEDS AT SPEECH HOUSE COLEFORD, GLOUCESTERSHIRE ("THE
PREMISES")**

We write further to your email dated 22 March 2023 sent to our Jake Rostron in which you confirmed that you are assisting the Rewild Project CIC in respect of the present dispute with our client.

Our client is very pleased to hear that your client is now receiving legal advice and assistance on understanding its legal position. Whilst we appreciate the advice you give your client is subject to legal professional privilege, we trust that you have sought to clarify the position in respect of the Licence Agreement, that it has expired, and that by continuing to occupy the Premises, your client is trespassing, and enjoys no right to continue to occupy the Premises.

Our client has already provided your client with a significant amount of time in which to vacate the Premises. The Licence Agreement expired on 1 January 2023. Three months have now passed. Your client must accept that the people occupying the Premises have no right to be there and must leave.

In that time, we have received no explanation from your client setting out in detail why it believes it has a right to remain in occupation of the Premises following the expiration of the Licence. The fact that it has not done so to date is unsatisfactory, particularly so as our client has been excluded from possession since the Licence Agreement expired.

Separately, there are now a number of individuals, including those who we understand are agents and/ or representatives of your client, who are now squatting on the Premises. Those persons cannot be purporting to derive any rights to do so from the Licence Agreement which has never in any way permitted such occupation. It is unclear if you are representing the individuals currently squatting at the Premises, such as the two directors of your client, Scott Bain and Emma Gleave, and the persons unknown, all of which are living in vans at the Premises. Please confirm if you are also advising and representing them and if so on what basis they believe they may do so.

We note that your clients seek a meeting with representatives of our client, on a without prejudice basis. Whilst our client is happy to meet, and to that effect believes a lawyer only meeting would suffice, it needs to know what your client's legal position is and what the

objective of the meeting is. Our client is a public organisation and the actions of your client have caused it to incur significant legal costs in this matter. The meeting must, therefore, be on the basis of resolving this matter as an alternative to obtaining possession of the Premises with the assistance of the Court.

From our client's side, the two issues for discussion that it would require your client's position on:

1. Its position on the expiration of the Licence Agreement, and whether it accepts it has expired by operation of law; and
2. Its proposals for vacating the Premises.

If your client is not prepared to attend a meeting to discuss those two issues, it is difficult to see how the meeting will assist the parties in progressing matters. Our client will not be drawn into discussing anything other than these two issues.

To be very clear, it is imperative that in order for a meeting to be constructive, our client needs to understand the basis of which your client continues to occupy the Premises, of which they have now taken up residence. Our client does not at present understand its position which makes it very difficult to respond to your client's request to meet.

If your client can address that, particularly now that it has legal representation, we suggest an online meeting with us, you and your client's Counsel. Please suggest some dates of availability.

Yours faithfully

A handwritten signature in black ink that reads "Michelmore LLP". The signature is written in a cursive, slightly slanted style.

MICHELMORES LLP