

IN THE COUNTY COURT AT OXFORD

CLAIM NO: K70OX068

BETWEEN:

GREENSQUAREACCORD LIMITED

Claimant

and

MR BEN JENKINS

Defendant

IN RESPONSE TO THE

**AFFIDAVIT OF
SOPHIE ATKINSON**

3 On checking the Defendant's website on 13 November 2023 I noted that the Defendant had published witness statements filed in the course of the making of this application by the Claimant, and which were served on the Defendant. As well as publishing the witness statements, the Defendant left the name of colleagues visible, namely [redacted] is mentioned again in further pages that remain live, as are the names of [redacted] and [redacted].

The witness statement was published on my website on the 10th of November 2023 as a downloadable document supporting the webpage text. It's important to note that the contents of this specific webpage are not subject to the mentioned undertakings. According to the agreement, my understanding is that these commitments took effect at 4:00 PM on the 11th of November 2023 and are valid for a complete eighteen-month period, concluding at 11:59 PM on the 11th of May 2025.

For the avoidance of doubt, I want to make it clear that I have subsequently redacted the document, removing [redacted] name. This action was taken as a goodwill gesture and should not be construed as an admission of guilt. This specific information was outlined in the email sent to the claimant's lawyers on the 23rd of November and is provided as evidence in my supporting documents, labeled as BJ1.

Ms. Atkinson then appears to request the removal of previously published pages 'pages that remain live'; however, it's essential to highlight that such a request was not part of the agreed undertaking.

4 There is now produced and shown to me marked "SA1" an extract that I have compiled which clearly shows the various breaches that have occurred. I should add that whilst the name of [redacted] has been left visible and appears in posts, this individual has left the Claimant's employment.

The request for the removal of [redacted] name was made and is still indicated in Ms. Atkinson's witness statement. However, it was acknowledged by the claimant's solicitors via email on the 23rd of November that they agreed with me; as [redacted] no longer works for the claimant, there was no necessity to expunge his name from any posts.

This is significant as it demonstrates that either the claimant has not fully comprehended the terms of the undertaking or is intentionally attempting to extend their influence.

Ms. Atkinson, as the Director of Governance with responsibilities encompassing governance, risk and assurance, health and safety, and **data protection**, is expected to be well-informed about the organisational structure. Therefore, it seems implausible that she would be unaware of no longer serving in his capacity as **Data Protection Manager**.

Once again, as a gesture of goodwill and in an effort to circumvent further legal proceedings, I voluntarily redacted Mr. Ryland's name from the witness statements, despite the absence of any legally binding imperative to do so.

- 5 In light of these breaches, the Claimant's solicitors wrote to the Defendant on 14 November 2023 asking him to remove all posts and documents from such posts which name individuals in breach of clause 2(d) of the Undertaking, by 4 pm on 15 November 2023.

On the 14th of November 2023, the claimant's solicitors did send correspondence to me via Royal Mail and email. However, it is now agreed that this communication was directed to an incorrect email address.

While the email address used is valid, it does not belong to me. This marks at least the third instance of my personal data being shared with a third party, specifically the owner of the email address ben.jenkins@gmail.com.

It is noteworthy that my correct email address, [REDACTED], has been known to the claimant since approximately 2016. [REDACTED] also acknowledged this correct email address as early as the 14th of August 2023, noting the incorrect version.

Unfortunately, it wasn't until the 23rd of November that I received a physical copy of the correspondence by post, this delay was due to known postal delays within Oxford.

<https://www.oxfordmail.co.uk/news/23896008.oxford-city-council-confronts-royal-mail-postal-delays/>

Due to this delay, I was unable to respond in a timely manner and subsequently missed the deadline of 4 pm on the 15th of November to comply with the claimant's request, had I chosen to agree with their request.

- 6 It was not until the morning of 23 November 2023 that the Claimant's solicitors received an emailed letter from the Defendant. This essentially stated that the letter of 14 November 2023 had been emailed to the incorrect email address and that the letter which had been sent by post had not arrived until that morning. In the circumstances, the Defendant was informed he had until 9am on 24 November 2023 to comply with the requirements of the letter of 14 November 2023. However, the Defendant responded to this, stating he would not be complying and required the undertaking to be amended. Having discussed matter with our solicitors, a further email was then sent to the Defendant. There is now produced and shown to me "SA2" a copy of all of the communications referred to in this paragraph as well as in paragraph 8 above.

Upon receiving the letter by post, I promptly responded. Please refer to the email in BJ1 for detailed documentation of my reply. Importantly, I did not request the amendment of the undertaking. Instead, I informed the claimant, through their solicitors, that if they wished to change the scope of the undertaking (to include the removal of historic posts) such modifications would need to be pursued through the appropriate legal channels in court.

7 For the avoidance of doubt, the posts remain on the Defendant's website.

Having redacted the witness statement as a gesture of goodwill, it's important to note that the remaining posts are historical in nature. For the avoidance of doubt, there is no specification in the undertakings to remove or redact previously published webpages.

8 The Claimant has therefore been left with no choice but to apply to the Court as a result of the breach of the Undertaking given by the Defendant on 9 November 2023, and for the Court to impose such punishment as it sees fit.

The claimant has once again utilised the full extent of its resources and legal support to essentially reinterpret the undertaking I provided to the court. Since there was no agreement to remove or redact historic posts, it is evident that the claimant is attempting to extend the scope of these undertakings beyond their agreed terms.

It is important to highlight that the claimant has engaged the services of four firms / to pursue this course of action, and will potentially be seeking to impose these costs on me.

Having already demonstrated goodwill by responding to the claimant and voluntarily removing names, however I am unable to comply with the request to remove historic posts, as this was not part of the agreed terms.

Such an action would effectively lead to the shutdown of my GreenSquareAccord Resident support site, a consequence that the claimant appears to be again pursuing with this latest legal action.

