



OUR REF B6220.1/JSWM
YOUR REF
24 November 2023

BY EMAIL

For the Attention of Jamie Whittle
R & R Urquhart LLP
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Sent by email only to: jamiewhittle@r-r-urquhart.com

Dear Sirs

**Bakkafrost Scotland Limited (“Bakkafrost”)
Don Staniford**

Our client is the leading producer of top-quality salmon from the Faroe Islands. It breeds, rears and harvests salmon, operating over 60 sites across the West Coast of Scotland and Hebridean Isles. Our client is the third-largest fish farming company in the world.

Incursions

For several years, your client and other individuals have regularly accessed (or at least sought to access) our client’s marine farms, marine assets and other land-based facilities without our client’s consent. Our client tells us that it has documented, and has evidence of, numerous examples of incursions at its facilities. These include, but are not limited to, the following:

| Date | Location | Activity |
|----------------|-------------------------|---|
| September 2018 | Quarry Point, Loch Fyne | Your client accessed our client’s site (on shore), climbed onto a mort bin, opened it and filmed within it. |
| May 2019 | Ardcastle, Loch Fyne | Your client and an unknown individual flew a drone above our client’s marine farm. |
| May 2019 | Cairndow, Loch Fyne | Your client entered our client’s processing plant, climbed onto, and opened, one of our client’s mort bins. |
| July 2020 | Strone, Loch Striven | Your client boarded, and filmed from, the gangways at our client’s marine farm. Your client also lifted a net and inserted a recording device below the surface of the water within our client’s pen. |



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| | | |
|----------------|--------------------------|---|
| September 2020 | Quarry Point, Loch Fyne | Your client boarded, and filmed from, the gangways at our client's marine farm. Your client also lifted a net and inserted a recording device below the surface of the water within our client's pen. |
| September 2021 | West Strome, Loch Carron | Your client boarded, and filmed from, the gangways at our client's marine farm. |
| June 2023 | Portree, Isle of Skye | Your client boarded, and filmed from, the gangways at our client's marine farm. Your client also lifted a net and inserted a recording device below the surface of the water within our client's pen. |
| August 2023 | Geasgill, Isle of Mull | Your client entered our client's site (on shore). A drone was flown over our client's marine farm. You boarded and filmed from, the gangways at our client's marine farm. Your client also lifted a net and inserted a recording device below the surface of the water within our client's pen. |
| August 2023 | Geometra, Isle of Ulva | Your client escorted Vicky Allan to our client's site. While there your client opened a mort bin and filmed within it. Your client also kayaked out to our client's marine farm with the intention of filming within the pens. |

Our client has no indication that your client will desist from this behaviour and reasonably concludes that these incursions will continue absent your client agreeing to stop, or our client taking action to prevent future incursions.

Health & Safety and Biosecurity

Your client's actions are not only unacceptable to our client because he is accessing our client's property without its consent, but because at least some of his actions pose a danger to himself, our client's staff and the individuals who accompany him. Your client's actions also jeopardise the welfare of our client's fish.

Our client assesses and reviews work related risks by carrying out risk assessments. It then puts in place appropriate arrangements for planning, organising, controlling, monitoring and reviewing any risks identified. In terms of its employees, our client puts in place arrangements for implementing its health and safety policy and to train its staff. In addition, our client's staff also have the necessary training and understanding to enable them to comply with the relevant biosecurity requirements. All authorised visitors to our client's sites are also required to comply with health and safety and biosecurity requirements.

Our client has no reason to believe that Mr Staniford understands any of the identified risks, has the requisite biosecurity training or complies with the relevant biosecurity requirements. Even if he did, which is not accepted, that would still not give him the right to access our client's property without Bakka Frost's consent.

Mowi's court action

Our client is aware of the proceedings that were brought against your client by Mowi Scotland Limited ("Mowi") in Oban Sheriff Court. We enclose a copy of the court's judgment.

As you know, the Sheriff repelled Mr Staniford's defences, rejected his argument that granting an interdict would interfere with exercising his right of navigation and that any interdict would restrict his actions as a "campaigner, journalist or the like."

Therefore, your client has now been interdicted from doing any of the following:

- (i) “boarding, entering onto, physically occupying, attaching himself to, attaching vessels to or approaching within 15 metres of all structures, docks, walkways, buildings, floats or pens of salmon aquaculture farming sites of [Mowi];
- (ii) flying unmanned aircraft, also known as drones, above [Mowi’s sites]; and
- (iii) instructing, procuring, encouraging or facilitating others to so act.”

Lawful protest

In addition to the past incidents noted above, our client has a reasonably held belief that your client will continue to act as he has done in the past. This is particularly so given that he is now interdicted from accessing Mowi’s sites and has undertaken not to access sites operated by Scottish Sea Farms Limited.

While our client respects your client’s right to peacefully and lawfully protest, and in no way seeks to interfere with the responsible exercise of that right, this does not give him the right to board, access or otherwise interfere with our client’s property. Indeed, in a case involving Greenpeace, the court was clear that the lack of access to a particular location is not destructive of the right of freedom of expression or freedom of assembly. In short, your client does not require access to our client’s facilities and premises to exercise his right to protest.

Action Required

Our client requires that you confirm in writing that your client will immediately cease from:

1. boarding, entering onto, physically occupying, attaching yourself to, attaching vessels to, or approaching within 15 metres of all structures, docks, walkways, buildings, yards (save so far as any such approach to or passage by any land based property of the Pursuer may involve passage on any public road), or approach within 15 metres of any floats, vessels, boats or pens of aquaculture sites of Bakkafrøst (“**Bakkafrøst’s Aquaculture Sites**”);
2. flying unmanned aircraft (a.k.a. drones) over areas of the seabed leased to Bakkafrøst or within 150 metres horizontally of any of Bakkafrøst’s Aquaculture Sites;
3. operating unmanned underwater vehicles (a.k.a. drones) over areas of the seabed leased to Bakkafrøst, or within 15 metres of Bakkafrøst’s Aquaculture Sites; and
4. instructing, procuring, encouraging or facilitating others to so act in your stead.

Our client requires this confirmation in writing by 4pm on 1 December 2023. Failing this, Bakkafrøst will be left with no option but to raise court proceedings against Mr Staniford. If proceedings are raised, no further warning will be given to you beforehand.

In the meantime, our client reserves all of its rights.

Yours faithfully

John MacKenzie
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