

Claim No: CO/314/2019

IN THE HIGH COURT OF JUSTICE  
QUEEN'S BENCH DIVISION  
ADMINISTRATIVE COURT  
BETWEEN:

THE QUEEN (on the application of Lee Harris & Lizanne Harris)

Claimants

and

OXFORD DIOCESAN SCHOOLS TRUST

Defendant

and

Secretary of State for Education

Interested Party



CONSENT ORDER

The parties having agreed terms as set out in the attached Schedule

BY CONSENT IT IS ORDERED

1. The claim for judicial-review is withdrawn, save for the purpose of enforcing the attached Schedule.
2. The parties have liberty to apply in relation to enforcement of the agreed terms set out in the attached Schedule.
3. The Defendant to pay two-thirds of the Claimants' reasonable costs to be assessed if not agreed, and limited to the amount set out in the costs capping order, dated 16 July 2019, of £40,000.

Dated this                      of November 2019

We consent to an order being made in the above terms.

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ADMINISTRATIVE COURT OFFICE  
BY CONSENT ORDER AS ASKED

15 NOV 2019

*[Signature]*  
*Paul Gough*

*ACO lawyer is  
delegated powers.*

*By the Court*

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STATEMENT OF REASONS

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1. The Claimants challenged the arrangements for collective worship, and the provision made for those withdrawn from collective worship at Burford Primary School, part of the Defendant's multi-academy trust, attended by their children.
2. The claim was brought on the basis that there had been a breach of the public sector equality duty, and a breach of the Claimants' rights under the Human Rights Act 1998 and the European Convention on Human Rights (Article 9 and Article 2, Protocol 1): the right to freedom of religion and belief.
3. Without any admission of liability the Defendant has agreed to take a number of steps to make changes to arrangements at the School for those withdrawn from collective worship, and that the School will change the information provided to parents about current collective worship events. Those changes are time limited and will lapse and cease on the day the younger of the Claimants' children leaves Burford Primary School.

4. The School has agreed to a protocol about the choosing of venues for school events, and that any school event held at the local church (that is not collective worship) will not be led by a member of the clergy. This would not prevent an individual who happened to be a member of the clergy leading or speaking at an event if they were doing it in a non-religious capacity such as <sup>as</sup> a governor, teacher or parent. The School has confirmed its understanding that any acts of worship (including encouraging children to pray), references to "god as truth", other similar statements, or anything else taking any particular religion as true, will continue to be limited to designated and identifiable acts of collective worship. They will not occur in any lesson or school event other than acts of worship or other religious observance or rehearsals in relation thereto which may take place during curriculum time or otherwise.

5. The Defendant has also agreed to notify all parents at the School of the arrangements, and to notify all head-teachers within its multi-academy trust of the agreement between the parties.

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#### SCHEDULE OF AGREED TERMS

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All the provisions below are time limited and will lapse and cease on the day the younger of the Claimants' children leaves Burford Primary School:

1. In respect of Burford Primary School

(a) The Defendant agrees that age-appropriate inclusive materials/activities (i.e. not those limited to humanism) will be provided to the Claimants' two children; and that those materials/activities are normally delivered by a teacher so as to facilitate the resources being used by pupils in a meaningful way which takes the place of the collective worship they have been withdrawn from. ODST agrees to contact other parents of children withdrawn from collective worship and offer them a similar alternative.

It is agreed that 'inclusive materials/activities' means materials/activities that are not acts of worship or that take any particular religion as true, but materials/activities that are designed to further the spiritual, moral, social and cultural development of all pupils, regardless of religion or belief.

The content of the provision for the Claimants' children will be agreed between BPS and the Claimants; the content of provision for any other children currently withdrawn will be agreed between BPS and the parents of those children. All withdrawn children will normally be looked after together in the same room.

(b) On the day of the "Open the Book" sessions (or other acts of collective worship from which children have been withdrawn), no notices/announcements will be given. Should there be an important message, this will be communicated during other whole-

school meetings or assemblies, or will be communicated to teachers separately, who will then convey it to pupils in their class.

(c) The Claimants, and any other parents wishing to attend, will be given the opportunity to attend a Wednesday assembly to see the "Open the Book" session; the date to be arranged in advance by agreement between the School and the parents concerned as space is limited and only a small number of parents can be accommodated at any one time. All parents will be notified of this opportunity by BPS.

(d) The School will continue its practice of (i) no longer inviting the local church to present a Bible as a leaving gift to pupils as part of a formal celebration, and (ii) not holding the Leavers' Celebration in the local church by default. In respect of (ii) the same criteria as listed at 1(f) below will be considered by BPS when choosing the most appropriate venue for the Leavers' Celebration.

(e) The School will use its best endeavours to ensure that when it is planned that there will be visitors to the school, that the school provides advance notice to parents. In respect of any visitors to the School intending to address pupils on religion or belief, the School will brief them beforehand to explain that there are children with different religions and beliefs (including non-beliefs) and the visitor must take this into account, and adjust their language accordingly.

(f) For each School event that cannot be accommodated within the School itself, BPS agrees to consider all available local venues so that the most appropriate can be chosen. The School will keep a written record of decision-making in this regard. When considering the most appropriate choice of venue for each individual event, the decision will take into account the following criteria:

- Mobility issues
- Whether hearing loops are required
- Issues relating to equality and discrimination
- The number of anticipated attendees and seating capacity
- Costs
- Accessibility for children and parents
- The need for and availability of car parking
- Toilet facilities
- Sound systems
- Lighting
- Catering facilities
- Staging

(g) The School will confirm in open correspondence that any acts of worship (including encouraging children to pray), references to "god as truth", other similar statements, or anything else taking any particular religion as true, will continue to be limited to designated and identifiable acts of collective worship or rehearsals in relation thereto. They will not occur in any lesson or school event other than acts of worship or other religious observance or rehearsals in relation thereto which may take place during curriculum time or otherwise.

(h) The School agrees to notify all parents of the new arrangements immediately.

(i) School events (other than acts of worship or other religious observance) held in the local church will not be led by a member of the clergy. It is agreed that this would not prevent an individual who happened to be a member of the clergy leading or speaking at an event if they were doing it in a non-religious capacity such as as a governor, teacher or parent.

2. In respect of all schools within ODST

(a) The Defendant agrees to communicate to all the headteachers of other ODST schools what has been agreed between the parties. The Defendant to confirm to the Claimants via their legal representatives when and how this has been done.

*By the Court*

