

Party: Claimant  
Witness: M Wilshire  
Statement: First  
Exhibits: "MPW1" - "MPW6"  
Date: 27.04.21

**Claim Number:**

**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

**B E T W E E N**

- (1) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (2) 30 GS NOMINEE 1 LIMITED
- (3) 30 GS NOMINEE 2 LIMITED

Claimants

and

PERSONS UNKNOWN ENTERING IN OR REMAINING AT  
THE 30 GROSVENOR SQUARE CONSTRUCTION SITE  
WITHOUT THE CLAIMANTS' PERMISSION

Defendants

---

**WITNESS STATEMENT OF**

**MARTIN PHILIP WILSHIRE**

---

I, MARTIN WILSHIRE of 99 Bishopsgate, 2<sup>nd</sup> Floor, London EC2M 3XD WILL SAY as follows:-

1. I am the Health and Safety Director for the First Claimant.
2. I make this witness statement in support of the Claimants' application for an injunction to prevent the Defendants from trespassing on the 30 Grosvenor Square Construction Site (as defined in the Particulars of Claim).
3. Where the facts referred to in this witness statement are within my own knowledge they are true; where the facts are not within my own knowledge, I believe them to be true and I have provided the source of my information.

## **Background / Property Ownership**

4. The First Claimant is currently undertaking 8 major construction projects in central London. I am responsible for health and safety issues at each of these construction sites.
5. The Second and Third Claimants are the registered leasehold owners (and the parties entitled to immediate possession) of the land and buildings which make up the 30 Grosvenor Square Construction Site. A copy of title number LN150545 is now produced and shown to me marked "**MPW1**").
6. On 25<sup>th</sup> January 2021, the First Claimant and the Second and Third Claimants entered into an Early Works Agreement ("the Agreement") pursuant to which:
  - 6.1 the parties record their intention to enter into a construction contract adopting the JCT Design and Build (2016 Edition) form of contract (subject to amendments in Annex 2 to the Agreement) for a contract sum of around £179 million ("the JCT Contract");
  - 6.2 pending the parties entering into the JCT Contract, the First Claimant is to undertake the early works provided for by the Agreement in accordance with the JCT Contract terms (clause 6(a) of the Agreement);
  - 6.3 the Second Claimant appoints the First Claimant as principal designer for the purposes of the Construction (Design and Management) Regulations 2015 (clause 7 of the Agreement);
  - 6.4 The provisions of condition 2.2 of the JCT Contract (which is incorporated into the Construction Contract) impose on the First Claimant various responsibilities to comply with statutory requirements which are relevant to the health and safety of those who work at / visit 30 Grosvenor Square Construction Site;
  - 6.5 The provisions of condition 2.3 of the terms of the JCT Contract (which is also incorporated into the Construction Contract) confer on the First Claimant the right to possession of the land and buildings for the duration of the works.
7. I have not exhibited copies of the Agreement, but I understand from Stuart Wortley of the Claimants' solicitors (Eversheds Sutherland) that copies will be made available at the hearing of the Claimants' application and to any interested

party who may request them (with any commercially sensitive information being redacted).

8. Currently, the projected date for practical completion of the 30 Grosvenor Square Construction project is February 2024, which will result in the opening of a luxury hotel named 'The Chancery Rosewood' (photo below) and a new retail destination, including 139 spacious guest rooms and suites, a variety of formal and casual dining and entertainment spaces, a wellbeing facility, five flagship retail spaces and a grand ballroom:



### Urban Exploring

9. Urban exploring is an activity which involves the exploration of buildings and man-made structures within the urban environment. The activity is associated with trespassing on parts of buildings to which public access is prohibited and on other property including construction sites.
10. The term urban exploration is commonly abbreviated to *urbex*, *UE*, *bexing* and *urbexing*.
11. One particular variant of urban exploration is known as 'roof-topping'. This is an activity in which individuals will gain access to the roof of a building or the highest

point of a building (without the consent of the building owner) in order to take photographs and / or videos. Typically urban explorers target the tallest “trophy” buildings in any given city – particularly those which offer the best views.

12. This issue is not limited to tall buildings which are occupied. It also affects structures under construction and the cranes which are used to construct them.
13. Whilst trespass on construction sites is not a new phenomenon, the key difference with the recent focus of urban exploring on construction sites (and the reason for the First Claimant’s concern) is the use of social media platforms (including YouTube, Instagram and Facebook) to upload videos and still images of urban explorers in self-evidently dangerous situations whilst trespassing. I understand that Mr Wortley will be including some examples of this in his witness statement in support of this injunction as exhibit “**SSW1**”. I also understand from this exhibit that there has been a recent upsurge of roof-topping following the easing of lockdown and the weather changing.
14. Construction sites which include tower cranes have become a particular target for Urban explorers. The 30 Grosvenor Square Construction Site includes 2 tower cranes at a height of 40 metres above ground level, with the luffing jib being 50 metres above ground level.

### **Trespassing on Construction Sites**

15. All urban exploring is dangerous, but trespassing on construction sites has particular hazards which construction workers are aware of and which they are trained to deal with (but which trespassers will necessarily be unaware of). All lawful visitors to the site are obliged to wear full Personal Protective Equipment - which urban explorers never do.
16. The risks associated with such hazards are increased in circumstances where once they have been seen by on site security, urban explorers are often tempted to run away in an attempt to avoid being caught by security guards or the Police. Within the 30 Grosvenor Square Construction Site, various arrangements are in place, such as scaffold guardrails to protect people from falling down voids – some of which are several stories deep. Urban explorers think nothing of vaulting over scaffold guardrails but on a construction site this is particularly dangerous. In addition to that there are various risks arising from normal construction hazards (including risks of tripping and falling).

### **Urban Exploring - Risks**

17. The risks involved in this activity are apparent from the number of deaths around the world. I am informed by Mr Wortley that a relatively brief search of the internet identifies the following deaths in recent years:-
- 17.1 June 2013 – Pavel Kashin (aged 24) died when he fell from a building in St Petersburg;
  - 17.2 April 2014 - Xenia Ignatyeva (aged 17) died when she fell from a railway bridge in St Petersburg;
  - 17.3 February 2015 – Carl Salomon (aged 19) died when he fell from a crane in Sydney;
  - 17.4 October 2015 - André Retrovsky (aged 17) died when he fell from a building in Vologda in Russia;
  - 17.5 December 2015 - Connor Cummings (aged 24) died when he fell from the roof of the Four Seasons hotel in New York;
  - 17.6 March 2016 – Tolya (aged 13) died when he fell from the roof of a building in Saratov;
  - 17.7 October 2016 - Christopher Serrano (aged 25) died when he was hit by a train in New York;
  - 17.8 November 2016 - Yuri Yelisseyev (aged 20) died when he fell from a building in Moscow;
  - 17.9 November 2016 – Wu Yongning (aged 26) died when he fell from a building in Changsha in China;
  - 17.10 January 2017 - Nye Frankie Newman (aged 17) died when he was hit by a train in Paris. Nye Newman was a founding member with Rikke Brewer (the First Defendant) of the Brewman Group – an urban explorer collective of climbers;
  - 17.11 January 2017 - Maxime Sirugue (aged 18) died when he fell from a bridge in Lyon in France;
  - 17.12 March 2017 - Thomas Rhodes (aged 19) died when he fell from a building in Sheffield;

- 17.13 June 2017 - a young man who has not yet been named died when he fell from a bridge in Kiev;
  - 17.14 August 2017, Leon Hoyle (aged 12) died when he fell through the roof of a disused industrial building in Lancashire;
  - 17.15 October 2017 – Eric Janssen (aged 44) died when he fell from the London House Hotel in Chicago;
  - 17.16 July 2018, Jackson Coe (aged 25) died when he fell from a building in New York.
  - 17.17 September 2019, Johnny Turner (aged 28) died when he fell off the scaffolding at a site in Waterloo, London.
18. I also understand from Mr Wortley that in January 2018, the body of Sam Clarke (aged 21) was found on the construction site at 1 - 5 Bank Street at Canary Wharf after he gained unlawful access to it although the precise circumstances of his death are unclear.

#### **Other Multiplex Construction Sites**

- 19. In July 2018, the First Claimant obtained an injunction to restrain trespass at 3 construction sites in the City (namely 22 Bishopsgate, 100 Bishopsgate and Principal Place Residential) after those sites had been repeatedly targeted by urban explorers.
- 20. Copies of the interim and final injunctions relating to these sites dated 31 July and dated 19 September 2018 respectively are attached marked **"MPW2"**.
- 21. In March 2019, First Claimant obtained an injunction to restrain trespass at 7 of our construction sites in the City (namely One Nine Elms, DAMAC Tower, 48 Carey Street, 80 Charlotte Street, Marble Arch House, Broadway, Chelsea Barracks) after those sites had been repeatedly targeted by urban explorers.
- 22. A copy of the injunction relating to these sites dated 1 March 2019 is attached marked **"MPW3"**.
- 23. In December 2019, the First Claimant obtained an injunction to restrain trespass at 2 Dovehouse Street, London SW3 6LA after the site had been targeted by urban explorers.

24. A copy of the injunction relating to the Dovehouse site dated 18 December 2019 is attached marked **"MPW4"**.
25. In July 2020, the First Claimant obtained an injunction to restrain trespass at Bankside Yards, London SE1 9JF. There had been no prior incidents of trespass at this construction site but the Judge who heard the application accepted that there was a real risk of trespass given the prominent location of the construction site and the presence of tower cranes. This injunction was extended by subsequent orders dated 26 January 2021 and 4 March 2021.
26. Copies of the injunctions relating to the Bankside Yards site dated 30 July 2020, 26 January 2021 and 4 March 2021 are attached marked **"MPW5"**.
27. The First Claimant has been pleased to note that whilst the injunctions do not always prevent urban explorers, they do have a significant deterrent effect, with the number of incidents having reduced dramatically.

#### **Multiplex Security at 30 Grosvenor Square**

28. The First Claimant takes all safety and security issues extremely seriously. Our arrangements as Principal Contractor exceed the minimum requirements in relation to these issues which are prescribed by key legislation, namely the Construction Design and Management Regulations 2015.
29. In an attempt to deter trespassers, my team will be implementing the following security measures at 30 Grosvenor Square Construction Site:-
  - 29.1 timber site hoardings which are a minimum of 2 metre high;
  - 29.2 lighting;
  - 29.3 24 hour security personnel;
  - 29.4 intruder alarms (both audible and silent);
  - 29.5 anti-climb measures on hoardings and tower cranes; and
  - 29.6 closed circuit television (including - in some instances - motion sensors).
30. I am satisfied that all sensible precautions that could be taken to prevent urban explorers from gaining access to the construction sites which are the subject of these proceedings have been taken.

31. Notwithstanding these steps, I believe that the 30 Grosvenor Square Construction Site remains under the imminent threat of trespass from urban explorers as, amongst other things, it is the former American embassy, which is in a prime location in the heart of Mayfair, with views of Buckingham Palace, Hyde Park and Oxford Street which I believe would appeal to urban explorers for photo opportunities due to the impressive views.
32. Recent incidents of trespass and attempted trespass at other Multiplex construction sites which have been brought to my attention by our security team include the following:-
- 32.1 on 27 June 2020, four unidentified males entered the DAMAC tower construction site where they were intercepted by security and ran off after being informed of the injunction;
- 32.2 on 29 December 2020 (security incident 4676) 4 unknown males were noted by our security team pointing at the tower crane at Bankside Yards and looking for a point of access. Upon realising that members of our security team were on site the individuals left in the direction of Blackfriars Road;
- 32.3 on 5 January 2021 (security incident 4705) an unknown male climbed up one of the scaffold gantries (known as the McGee gantry) at Bankside Yards. Our security team deployed a dog handler to the area which immediately resulted in the individual leaving in the direction of Blackfriars Road.
- 32.4 On 9<sup>th</sup> March 2021 a group of 5 males made 3 attempts to gain access to our One Nine Elms project in a period of eighty minutes. On each occasion they were challenged and deterred by the project security team. During these attempts they also gained access to a neighbouring construction site.
- 32.5 On 21<sup>st</sup> March 2021 two males were seen on CCTV climbing into the Bankside Yards project over an arch parapet wall. They climbed onto the outside of a temporary staircase to the street hoarding level, where they dropped to pavement level and walked away on Southwark Street. The project security team responded using a K9 unit, however the intruders had escaped.

### **The reasons for seeking an injunction**

33. I have sought to assess the threat which urban explorers pose to our security and health and safety operations carefully. I have also sought to ensure that the



Claimants' response to the threat is proportionate and properly reflects the health and safety threat that this activity represents.

34. Whilst I am satisfied that the security arrangements are as robust as they reasonably can be, our construction sites can never be 100% secure. I do not believe there are any additional steps that we could reasonably take.
35. The risk posed by urban explorers represents a particular and serious concern for the Claimants in relation to the properties which are the subject of these proceedings for the following reasons:-
  - 35.1 we take our responsibilities for the safety of our construction sites seriously and wish to do everything reasonably possible to prevent another tragic accident;
  - 35.2 the 30 Grosvenor Square Construction Site is in a prominent location and will become an obvious target for urban explorers as the construction phase proceeds (the tower cranes are already a target);
  - 35.3 given the prevalence of urban exploring activity across London, there is an obvious and serious risk that urban explorers will attempt to access the 30 Grosvenor Square Construction Site unless they are prevented from doing so by an injunction;
  - 35.4 the activities which urban explorers engage in are inherently dangerous and are generally carried out by juveniles and young adults. The activities are dangerous not only for the individuals concerned (as the examples of fatal accidents in paragraph 17 above so clearly demonstrate) but also for the emergency services and others who would have to come to their assistance should they get into difficulty;
  - 35.5 those engaging in urban exploring appear to show little insight into the risks they are running. For example their videos often contain forms of attempted disclaimer, suggesting (somewhat artificially) that people should not replicate the activity and that the activity is being carried out responsibly. For example, Mr Law's video referred to above says "*The acts in it are performed by trained, experienced or otherwise supervised individuals*". This suggests that Mr Law somehow believes his activity is safe which is evidently not the case;

35.6 there are particular hidden dangers on construction sites which urban explorers will be unaware of and which they are not trained to deal with. Those dangers are exacerbated given that once spotted urban explorers will generally attempt to run away;

35.7 the behaviour of urban explorers is the irresponsible behaviour of individuals who have no comprehension of the impact which their activities have on the efforts of our security team to keep the construction sites safe and secure; and

35.8 as I have stated, I am informed by Mr Wortley and I believe from my own experience and knowledge of the construction industry that the activity levels of urban explorers on construction sites remain high.

36. The potential consequences of trespass to this site are self-evident. As well as the risk of death or serious injury to the trespassers, they place those protecting the sites and trying to remove them at risk. Whilst the potential financial impact to the owners of the sites and to First Claimant of someone being killed or seriously injured on one of these sites is a secondary consideration, it is nevertheless significant.

37. One of the reasons that injunctions are an effective deterrent against urban exploring activity is that the more experienced individuals who are engage in this activity understand that breaching an injunction constitutes "contempt of court".

38. Having carefully considered the position, the First Claimants' senior managers have decided that applying for this injunction is in the best interests of maintaining the safety and security of urban explorers, the First Claimants' employees, members of the public and the emergency services.

39. We cannot possibly know who all these people are let alone where they all live. Furthermore we are not only concerned with British nationals but with people from around the world. Urban explorers do not advertise their intended targets in advance. For that reason, it is impossible to know when the next attempt will be made, or by whom.

### **Justification for an Injunction**

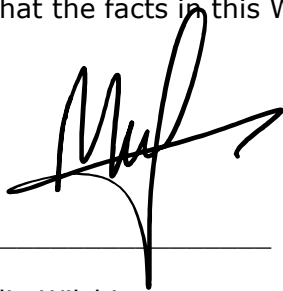
40. The Order sought by the Claimants is to prevent unlawful activity, for which there can be no lawful justification.

41. Unlawful attempts to enter these construction sites for the purposes of urban exploring entail a significant risk of death and personal injury. In those circumstances, damages would clearly not be an adequate remedy for the Claimants.
42. Conversely, since the Order which the Claimants seek is only to prevent unlawful activity, there is no question of the Defendant suffering any actionable loss or needing compensation in damages. However, I believe that it can be properly inferred from the other activity in London (including the material referenced in Mr Wortley's witness statement) that trespass on this site is a strong probability in the immediate future unless an injunction is granted.

### **Cross-Undertaking in Damages**

43. Although I can foresee no way in which the Defendants could suffer loss or damage from this injunction, I am nevertheless authorised to provide the necessary cross-undertaking to pay any sum which the Court considers appropriate to compensate the Defendant for any loss if it is subsequently determined that the Claimants are not entitled to the Order which they seek. There is now produced and shown to me marked "**MPW6**" a copy of the First Claimant's accounts for the period ending 31 December 2019.

I believe that the facts in this Witness Statement are true

A handwritten signature in black ink, appearing to read 'M. Wilshire', is written over a horizontal line.

Martin Philip Wilshire  
27 April 2021

**Claim Number:**

**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

**B E T W E E N**

- (1) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (2) 30 GS NOMINEE 1 LIMITED
- (3) 30 GS NOMINEE 2 LIMITED

Claimants

and

PERSONS UNKNOWN ENTERING IN OR REMAINING AT  
THE 30 GROSVENOR SQUARE CONSTRUCTION SITE  
WITHOUT THE CLAIMANTS' PERMISSION

Defendants

---

**"MPW1"**

---

This is the exhibit marked "MPW1" referred to in the witness statement of Martin Philip Wilshire dated 27 April 2021



# Official copy of register of title

Title number LN150545

Edition date 03.10.2019

- This official copy shows the entries on the register of title on 15 JUN 2020 at 18:43:32.
- 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 01 Apr 2021.
- 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, Croydon 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.

### CITY OF WESTMINSTER

- 1 (03.07.1957) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 24-31 Grosvenor Square, London (W1A 1AE).
- 2 (03.07.1957) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
 Date : 1 February 1957  
 Term : 999 years from 25 December 1954  
 Rent : A peppercorn  
 Parties : (1) George Kershaw Ridley and George Ingram Barty-King  
           (2) The United States of America
- 3 The landlord's title is registered.
- 4 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.
- 5 (24.11.2008) A new title plan showing an increased extent based on the latest revision of the Ordnance Survey Map has been prepared.
- 6 (20.05.2019) By a Deed dated 24 April 2019 made between (1) Grosvenor (Mayfair) Estate (2) Grosvenor West End Properties and (3) 30 GS Nominee 1 Limited and 30 GS Nominee 2 Limited the terms of the registered lease were varied.  
  
*NOTE: Copy Deed filed.*
- 7 (03.10.2019) By a Deed dated 24 April 2019 made between (1) Grosvenor (Mayfair) Estate and (2) 30 GS Nominee 1 Limited And 30 GS Nominee 2 Limited the terms of the registered lease were varied.  
  
*NOTE: Copy Deed filed.*

## 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

- 1 (18.03.2019) PROPRIETOR: 30 GS NOMINEE 1 LIMITED (Co. Regn. No. 11726466) of 16 Grosvenor Street, London W1K 4QF for and on behalf of 30 GS Limited Partnership acting by 30 GS GP LLP as general partner and 30 GS NOMINEE 2 LIMITED (Co. Regn. No. 11726493) of 16 Grosvenor Street, London W1K 4QF for and on behalf of 30 GS Limited Partnership acting by 30 GS GP LLP as general partner.
- 2 (19.12.2013) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by a solicitor acting for such registered proprietor that the provisions of clause 13 of a profit share deed dated 28 August 2013 made between (1) QD Europe (Chancery) S.a.r.l and (2) The United States of America have been complied with.
- 3 (22.09.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the applicant for registration or their conveyancer that the provisions of Section 20 of the Management Agreement made between (1) QD Europe (Chancery) S.A.R.L. and (2) Rosewood Hotels and Resorts Netherlands BV dated 22 August 2017 have been complied with.
- 4 (18.03.2019) The price stated to have been paid on 21 December 2018 was £261,710,920.
- 5 (18.03.2019) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 6 (18.03.2019) A transfer of the land in this title dated 21 December 2018 made between (1) QD Europe (Chancery) S.a r.l and (2) 30 GS Nominee 1 Limited and 30 GS Nominee 2 Limited contains purchaser's personal covenants.  
  
*NOTE: Copy filed.*
- 7 (20.05.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 April 2019 in favour of Hsbc Corporate Trustee Company (Uk) Limited referred to in the Charges Register or their conveyancer.

## C: Charges Register

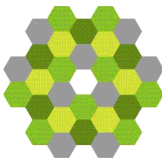
This register contains any charges and other matters that affect the land.

- 1 (20.05.2019) REGISTERED CHARGE contained in a Security Agreement dated 25 April 2019.
- 2 (20.05.2019) Proprietor: HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (Co. Regn. No. 06447555) of FAO: Issuer Services Trustee Administration, Level 28, 8 Canada Square, London E14 5HQ.
- 3 (20.05.2019) The proprietor of the Charge dated 25 April 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

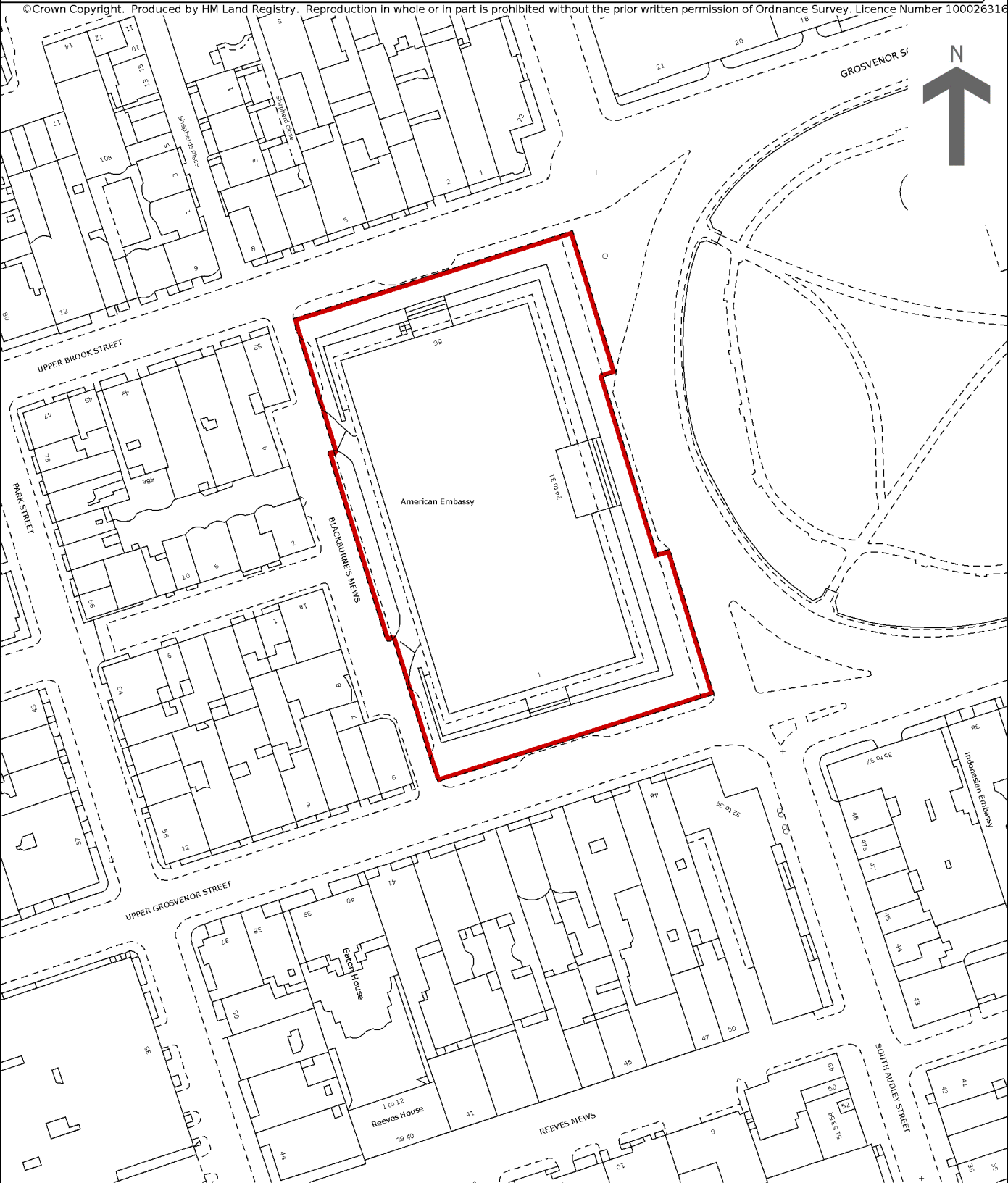
### End of register

HM Land Registry  
Official copy of  
title plan

Title number **LN150545**  
Ordnance Survey map reference **TQ2880NW**  
Scale **1:1250**  
Administrative area **City of Westminster**



©Crown Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316



**Claim Number:**

**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

**B E T W E E N**

- (1) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (2) 30 GS NOMINEE 1 LIMITED
- (3) 30 GS NOMINEE 2 LIMITED

Claimants

and

PERSONS UNKNOWN ENTERING IN OR REMAINING AT  
THE 30 GROSVENOR SQUARE CONSTRUCTION SITE  
WITHOUT THE CLAIMANTS' PERMISSION

Defendants

---

**"MPW2"**

---

This is the exhibit marked "MPW2" referred to in the witness statement of Martin Philip Wilshire dated 27 April 2021



IN THE HIGH COURT OF JUSTICE  
QUEEN'S BENCH DIVISION  
His Honour Judge Bidder QC  
(sitting as a Judge of the High Court)

CLAIM NO. HQ18X02657

31 JULY 2018

B E T W E N:

MULTIPLEX CONSTRUCTION EUROPE LIMITED  
AND OTHERS

-and-

- (1) ALISTAIR LAW
- (2) RIKKE BREWER
- (3) DYLAN RHODES
- (4) USAMA QURAISHI
- (5) [claim discontinued]
- (6) IMOGEN ANDERSON
- (7) [claim discontinued]
- (8) PERSONS UNKNOWN ENTERING OR  
REMAINING AT THE CLAIMANTS'  
PROPERTIES WITHOUT THE  
CLAIMANTS' LICENCE OR CONSENT



Defendants

---

**INJUNCTION ORDER**

---

**PENAL NOTICE**

**IF YOU, THE FIRST, SECOND, THIRD OR FOURTH DEFENDANT DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND 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 OR ANY OF THEM 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 certain things. If you disobey this Order you may be found guilty of contempt of court and you may be sent to prison or have your assets seized.

You should read this Order very carefully. You are advised to consult a solicitor as soon as possible.

## **THE INJUNCTION**

### **IT IS ORDERED THAT**

- (1) The First, Second, Third and Fourth Defendants must not enter or remain upon any part of the construction sites known as and located at 22 Bishopsgate, 100 Bishopsgate, or Principal Place Residential and shown edged red on the plans of each which are attached to this Order.**
- (2) The First, Second, Third and Fourth Defendants must not enter or remain upon any part of the construction sites known as and located at 22 Bishopsgate, 100 Bishopsgate, or Principal Place shown coloured blue on the plans of each which are attached to this Order, and which are enclosed and demarcated by hoardings, gates or other barriers from time to time.**
- (3) The Eighth Defendant shall not, without the consent of the Claimants, enter on remain upon any part of the construction sites known as and located at 22 Bishopsgate, 100 Bishopsgate, or Principal Place and which are either edged red on the plans attached to this Order, or which are coloured blue on the plans attached to this Order and which are enclosed and demarcated by hoardings, gates or other barriers from time to time.**

**These Orders will continue until further order of the Court.**

## **VARIATION OR DISCHARGE OF THIS ORDER**

The Defendants (and any other person) may apply to vary or discharge this Order upon giving 3 clear days' notice in writing to the Claimants' solicitors, Eversheds Sutherland (International) LLP, One Wood Street, London, EC2V 7WS (Ref: Stuart Wortley tel: 020 7919 0969 and 0771 288 1393 ; email: [stuartwortley@eversheds-sutherland.com](mailto:stuartwortley@eversheds-sutherland.com))

## **INTERPRETATION OF THIS ORDER**

A Defendant who is ordered not to do something must not do it himself/herself, nor in any other way. He/she must not do it through another person acting on his/her behalf or on his/her instructions or with his/her encouragement.

### **SERVICE OF THIS ORDER**

Service of this Order may be effected on the First, Second, Third and Fourth Defendants by sending it to the postal addresses and/or email addresses provided in the table below:-

Alistair Law	
Rikke Brewer	
Dylan Rhodes	
Usama Quraishi	

Service of this Order may be effected on the Eight Defendant by posting notice of this order (including a web link to it and a place where copies can be inspected) at regular intervals on the hoardings at the properties and/or by giving notice through appropriate social media.

### **COMMUNICATIONS WITH THE COURT**

All communications to the Court about this Order should be sent to:

Queen's Bench Division, Royal Courts of Justice, Strand, London WC2A 2LL

The Court office is open between 10am and 4.30pm Monday to Friday (except Bank Holidays).

The telephone number is: 020 7947 6000

**Schedule 1**

**Witness Statements**

The Judge read the following Witness Statements before making this order:

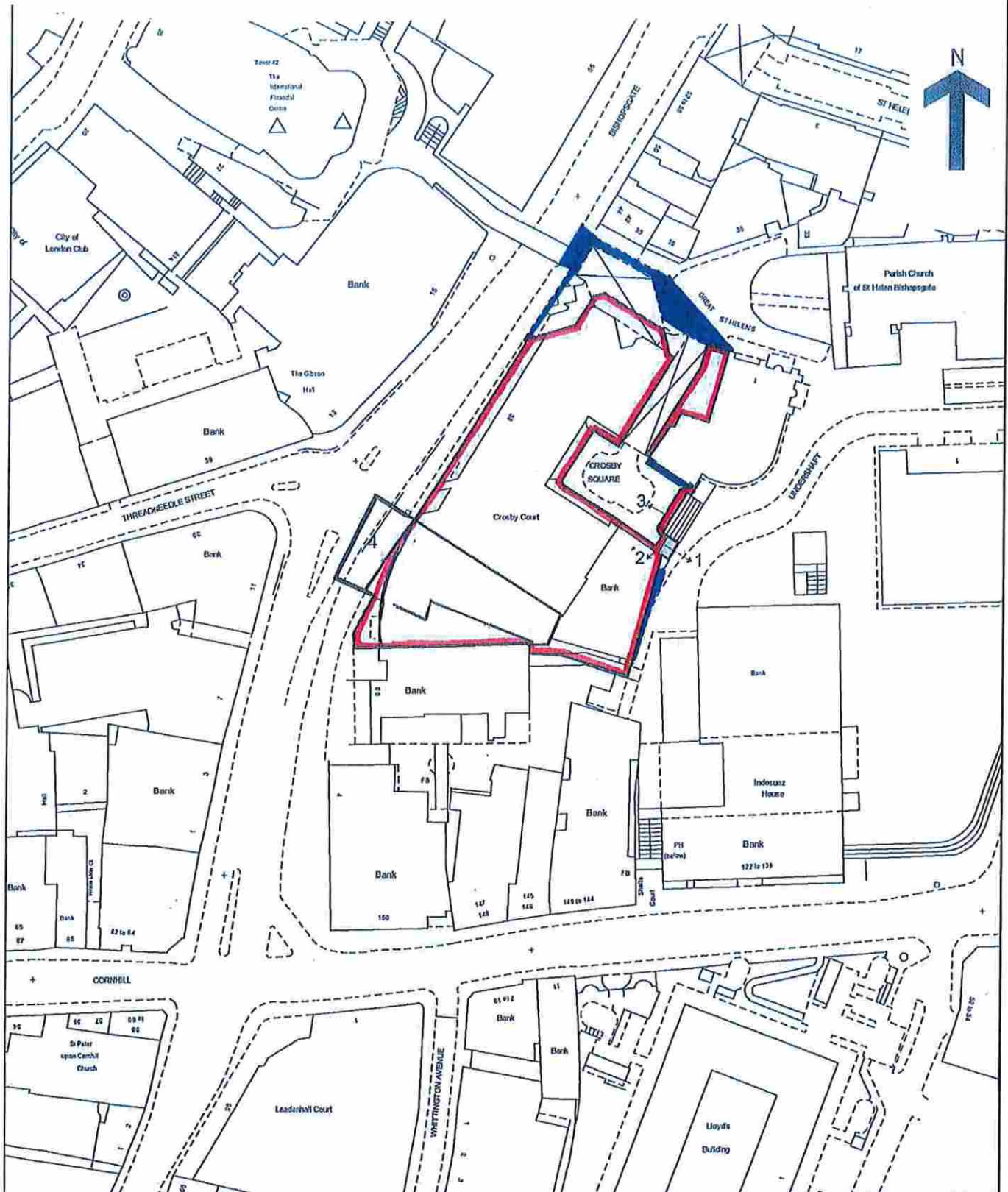
1. Witness statement of James Senior dated 24 July 2018, and exhibits JWS1-JWS4
2. Witness statement of Eve Hemingway dated 30 July 2018, and exhibit EH1

## Schedule 2

### Undertakings given to the Court by the Claimants

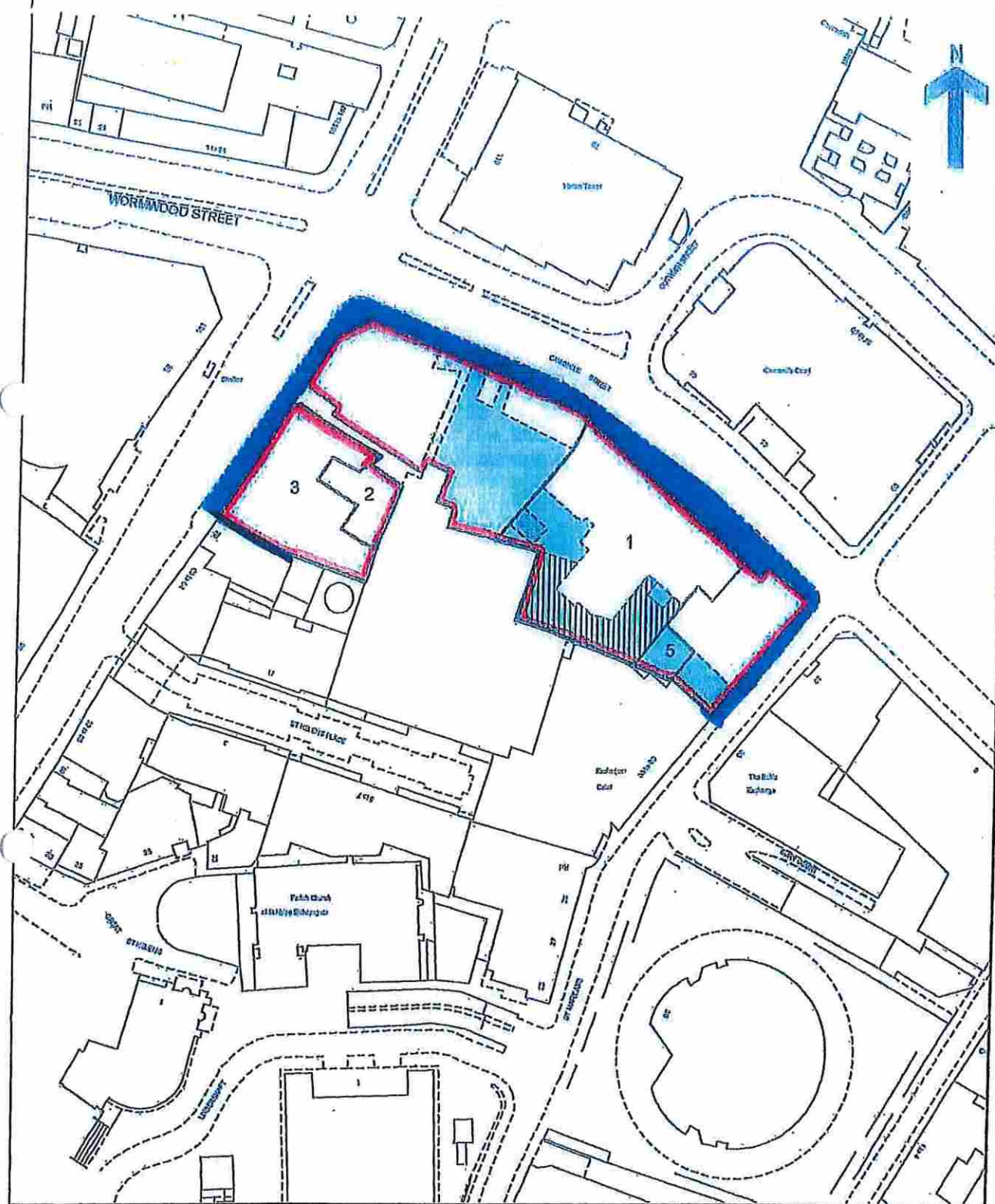
1. To pay any damages which the Defendants (or any other party served with or notified of this Order) shall sustain as a result of the making of this order, which the Court considers the Claimants should pay.
2. To serve:
  - (1) This injunction Order;
  - (2) The Directions Order made simultaneously with this Injunction Order.

# Plan 1.

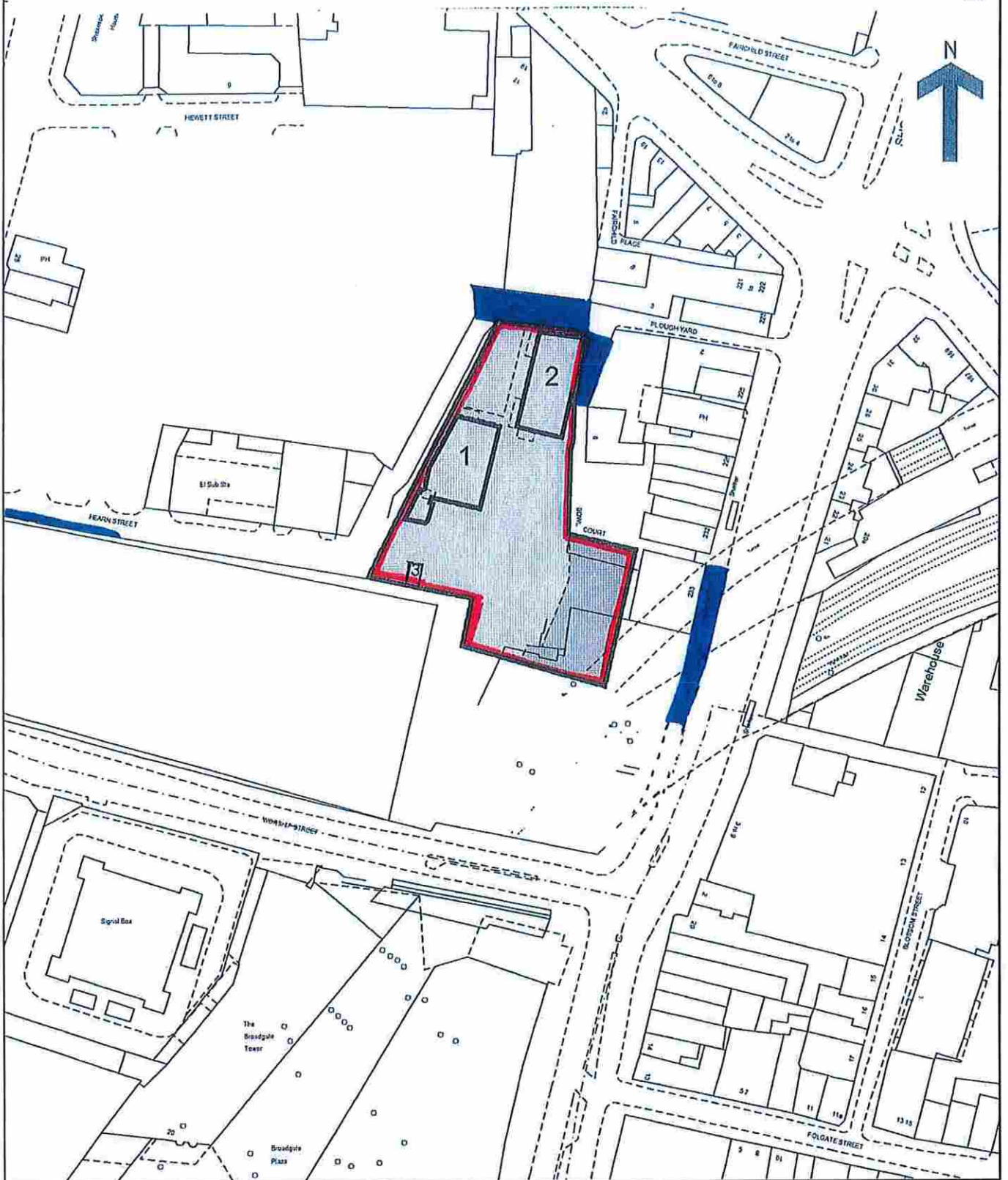




## Plan 2



# Plan 3





IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

The Hon Mr Justice Andrew Baker

19 September 2018



B E T W E E N:

(1) MULTIPLEX CONSTRUCTION EUROPE LIMITED  
AND OTHERS

Claimants

and

- (1) ALISTAIR LAW  
(2) RIKKE BREWER  
(3) DYLAN RHODES  
(4) USAMA QURAISHI  
(5) [claim discontinued]  
(6) IMOGEN ANDERSON  
(7) [claim discontinued]  
(8) PERSONS UNKNOWN ENTERING IN OR  
REMAINING AT THE CLAIMANTS' PROPERTIES  
WITHOUT THE CLAIMANTS' PERMISSION

Defendants



---

**FINAL ORDER (INJUNCTION)**

---

**PENAL NOTICE**

**IF YOU, THE FIRST, SECOND, THIRD OR FOURTH DEFENDANT DISOBEY THIS ORDER  
YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND 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 OR ANY OF THEM 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.**



UPON considering the Directions Order of His Honour Judge Bidder QC (sitting as a High Court Judge) dated 31 July 2018;

AND UPON considering the witness statement of Stuart Sherbrooke Wortley dated 11 September 2018 and the exhibit referred to therein;

AND UPON the Court having accepted the undertaking of the Sixth Defendant dated 31 July 2018;

**IMPORTANT NOTICE TO THE DEFENDANTS**

This order prohibits you from doing certain things. If you disobey this Order you may be found guilty of contempt of court and you may be sent to prison or have your assets seized.

You should read this Order very carefully. You are advised to consult a solicitor as soon as possible.

**IT IS ORDERED**, as follows:-

**THE INJUNCTION**

1. The First, Second, Third and Fourth Defendants be restrained from entering in or remaining on any part of the land shown edged red on the Plans appended hereto.
2. The First, Second, Third and Fourth Defendants be restrained from entering or remaining on any part of the land shown shaded blue on the Plans which is separated from the public highway by hoardings, gates or other barriers.
3. The Eighth Defendant be restrained from entering or remaining on any part of the land shown edged red or shaded blue on the Plans as demarcated by hoardings, gates or other barriers from time to time.
4. Paragraphs 1, 2 and 3 of this Order will remain in force until 31 July 2020.
5. The further hearing herein on 5 October 2018 shall be, and is hereby, vacated.

ANB

### **INTERPRETATION OF THIS ORDER**

A Defendant who is ordered not to do something must not do it himself / herself, nor in any other way. He / she must not do it through another person acting on his / her behalf or on his / her instructions or with his/her encouragement.

### **SERVICE OF THIS ORDER**

Service of this Order may be effected on the First, Second, Third and Fourth Defendants by sending it by first class post to the postal addresses (where applicable) and email addresses provided in the table below:-

ALISTAIR LAW	1 Hepworth Close, Southampton, SO19 0ST <a href="mailto:allyylaww@gmail.com">allyylaww@gmail.com</a>
RIKKE BREWER	20 Belle Vue Road, Aldershot, GU1R 4RX <a href="mailto:rikkebrewer@outlook.com">rikkebrewer@outlook.com</a>
DYLAN RHODES	<a href="mailto:herby.rhodes@gmail.com">herby.rhodes@gmail.com</a>
USAMA QURASHI	<a href="mailto:gadarproductions@gmail.com">gadarproductions@gmail.com</a>

Service of this Order may be effected on the Eighth Defendant by posting notice of this Order (including a web link to it and a place where copies can be inspected) at regular intervals on the hoarding at the properties and/or by giving notice through social media.

6. The First, Second, Third and Fourth Defendants shall pay the Claimants' costs, to be the subject of detailed assessment.

### **COMMUNICATIONS WITH THE COURT**

All communications to the Court about this Order should be sent to:

Queen's Bench Division, Royal Courts of Justice, Strand, London WC2A 2LL

The Court office is open between 10am and 4.30pm Monday to Friday (except Bank Holidays).

The telephone number is: 020 7947 6000

ANS

**Schedule 1**

**Witness Statements**

The Judge read the following Witness Statement before making this Order:

1. Witness Statement of Stuart Wortley dated 11 September 2018 together with the Exhibit  
"SSW1"

AWB

**Schedule 2**

**The Plans**

**INDEX**

**Plan 1 – 22 Bishopsgate**

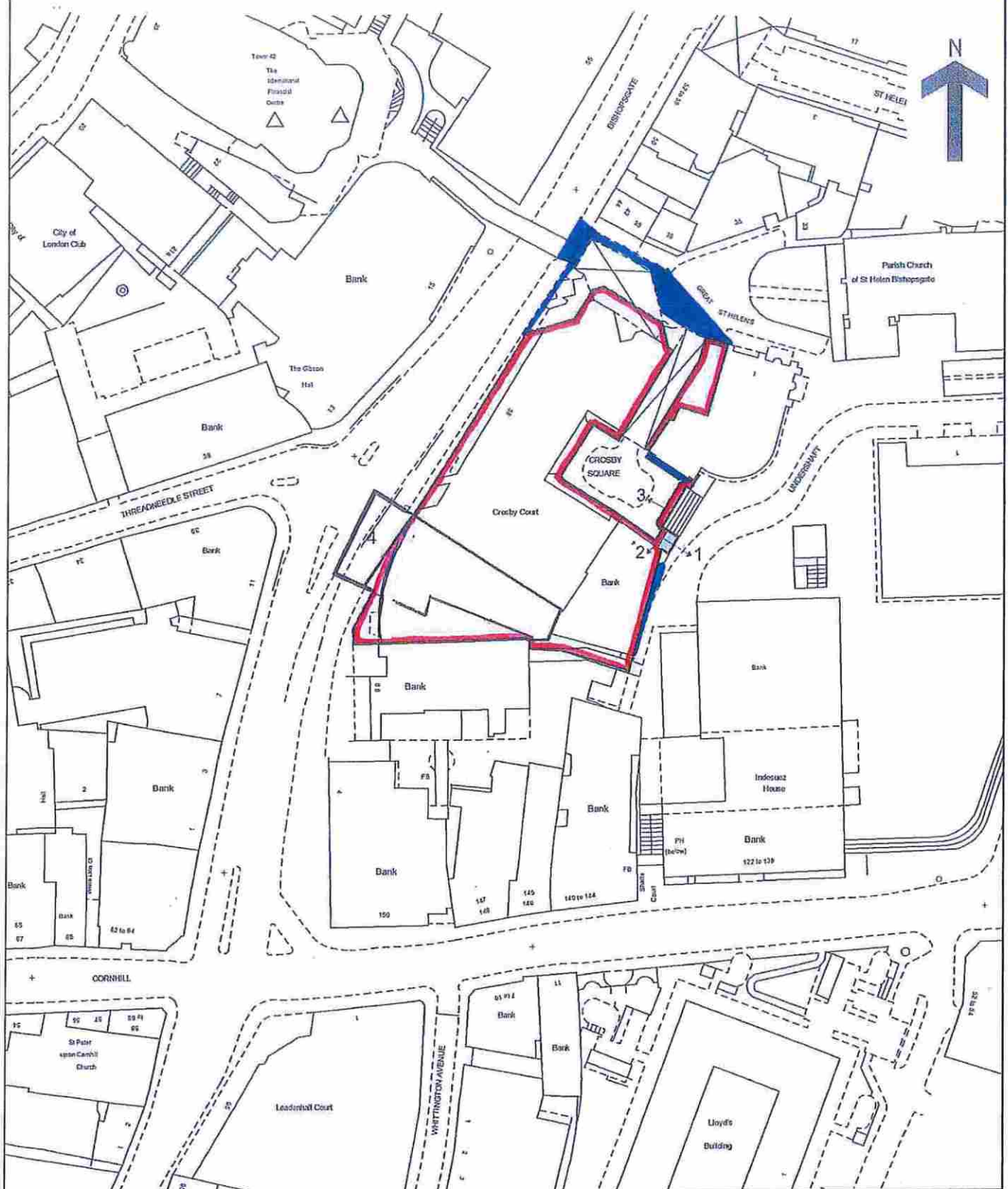
**Plan 2 – 100 Bishopsgate**

**Plan 3 – Principal Place Residential**

AWB



Plan 1.



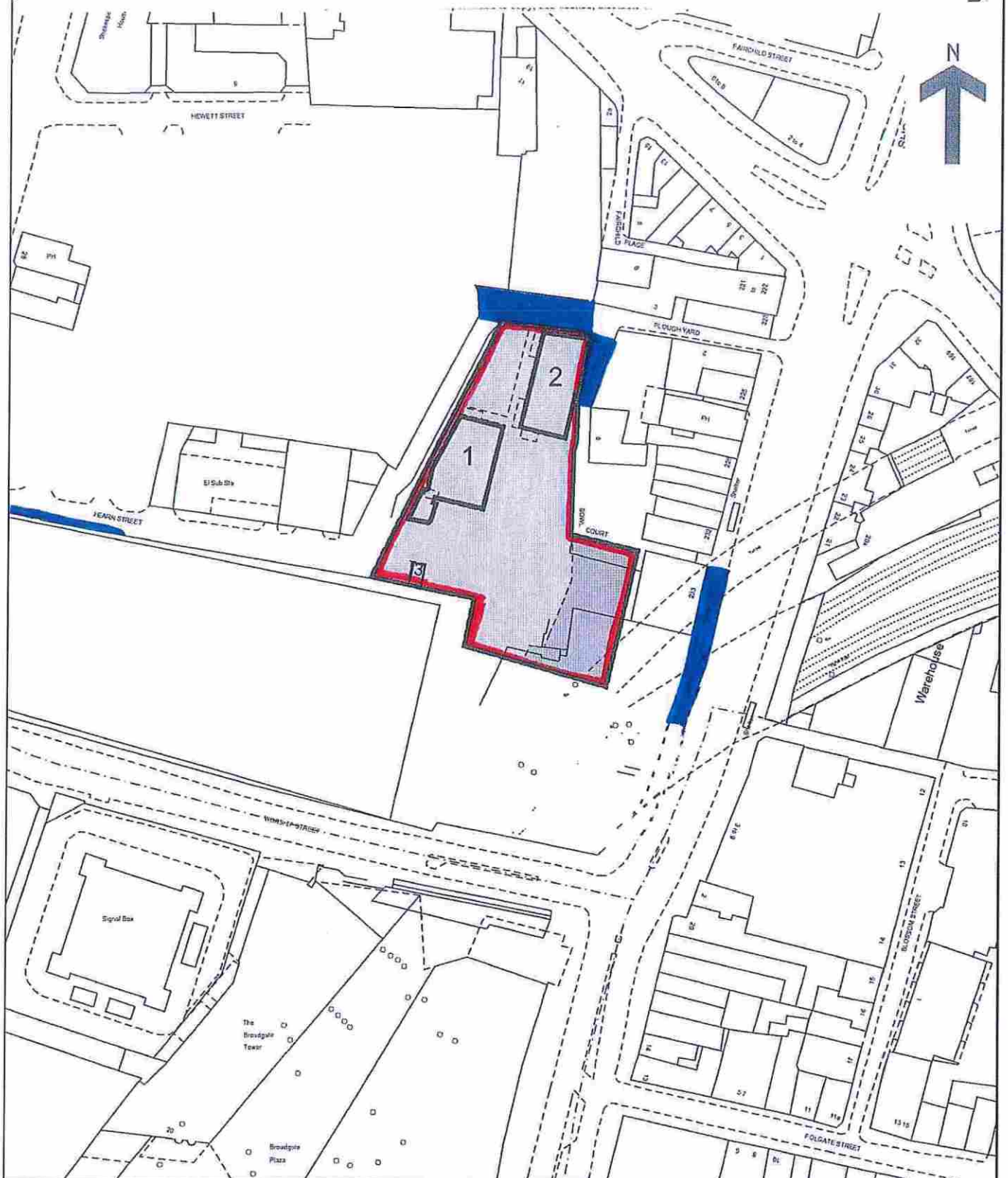
AWB

This is a detailed site plan map of an urban area. Five specific areas are highlighted with blue shading and red outlines, labeled with numbers 1 through 5. Area 1 is a large central plot. Areas 2 and 3 are located to the west of Area 1. Area 4 is a small rectangular plot south of Area 1. Area 5 is a hatched rectangular plot east of Area 1. The map shows surrounding streets including Worldway Street, Church Street, and several smaller roads. Various buildings are depicted, including the Union Tower, Kennedy Court, The Bull's Exchange, and St. John's Church. A north arrow points towards the top right of the page.

Ans



# Plan 3



ANS



**Claim Number:**

**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

**B E T W E E N**

- (1) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (2) 30 GS NOMINEE 1 LIMITED
- (3) 30 GS NOMINEE 2 LIMITED

Claimants

and

PERSONS UNKNOWN ENTERING IN OR REMAINING AT  
THE 30 GROSVENOR SQUARE CONSTRUCTION SITE  
WITHOUT THE CLAIMANTS' PERMISSION

Defendants

---

**"MPW3"**

---

This is the exhibit marked "MPW3" referred to in the witness statement of Martin Philip Wilshire dated 27 April 2021

CLAIM NO: QB-2019-000645

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

Before Rowena Collins Rice  
(sitting as a judge of the High Court)

1 March 2019

B E T W E E N:



MULTIPLEX CONSTRUCTION EUROPE LTD AND OTHERS

Claimants

and

PERSONS UNKNOWN ENTERING THE CLAIMANTS' PROPERTIES  
IDENTIFIED WITHIN THE PARTICULARS OF CLAIM WITHOUT THE  
CLAIMANTS' PERMISSION, AND CLIMBING OR ASCENDING  
BUILDINGS, STRUCTURES OR EQUIPMENT AT THOSE PROPERTIES

Defendants

---

**INJUNCTION ORDER**

---

**PENAL NOTICE**

**IF YOU, THE DEFENDANTS DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND 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 OR ANY OF THEM 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 certain acts. You should read this Order very carefully. You are advised to consult a solicitor as soon as possible.**

**If you disobey this Order you may be found guilty of contempt of court and you may be sent to prison or your assets seized.**

**You have the right to apply to the court to vary or discharge this order (which is explained below)**

## **RECITALS**

UPON the Claimants' Claim;

AND UPON the Claimant not having given notice to any named individual;

AND UPON HEARING Counsel for the Claimants and the Defendant not appearing;

AND UPON READING the witness statements of James William Senior dated 25 February 2019 and Stuart Wortley dated 28 February 2019;

AND UPON the Claimants giving the undertakings to the Court set out in Schedule 2 to this Order;

AND UPON the Claimant's solicitors, through counsel, having indicated that it is their practice and intention to serve copies of this order by email on persons who are known to them as participants in the activity known as 'urban exploring';

## **IT IS ORDERED THAT:**

### **THE INJUNCTION**

- (1) The Defendants must not, without the permission of the Claimants, enter or remain on any part of the following construction sites as shown edged red on the plans at Schedule 3 to this Order as demarcated from time to time by hoarding or security fencing and climb or ascend to a height of more than 2 metres above ground level upon any building, structure or equipment at any of those sites.

Market Towers, 1 Nine Elms Lane, London, SW8 5NQ
63-71 (odd), Bondway, London, SW8 1SQ
New Court, 48 Carey Street, London, WC2A 2JE
80 - 84 Charlotte Street, London, W1T 4QS
Land at Marble Arch Place, Marble Arch, London, W1H 7AP
New Scotland Yard, 8-10 Broadway, London, SW1H 0GB
Chelsea Barracks, Chelsea Bridge Road, London, SW1W 8RH

- (2) Paragraph (1) of this Order will continue until 1 January 2024 unless varied by further order.
- (3) The Claimants have permission to apply to vary the terms of paragraphs (1) and (2).

### **VARIATION OR DISCHARGE OF THIS ORDER**

- (4) The Defendants may apply to vary or discharge this Order upon giving 48 hours' notice in writing to the Claimant's solicitors at Eversheds Sutherland (International) LLP, One Wood Street, London, EC2V 7WS (Ref: Stuart Wortley tel: 020 7919 0969; email: stuartwortley@eversheds-sutherland.com).

### **INTERPRETATION OF THIS ORDER**

- (5) A Defendant who is ordered not to do something must not do it him/herself or in any other way. He/she must not do it through another acting on his/her behalf or on his/her instructions or with his/her encouragement.

### **SERVICE OF THIS ORDER**

- (6) Service of this Order may be effected on the Defendant by posting notice of this Order (and a weblink to it and a place where copies can be inspected):-
- (a) at regular intervals on the hoardings at the construction sites referred to in paragraph (1) of this Order;
  - (b) at least 5 prominent locations around the perimeter of the construction sites referred to in paragraph (1) of this Order;
- and (if so advised) by giving notice through social media.

### **COMMUNICATIONS WITH THE COURT**

- (7) All communications to the Court about this Order should be sent to:
- Queen's Bench Division, Royal Courts of Justice, Strand WC2A 2LL.

The offices are open between 10.00 a.m. and 4.30 p.m. Monday to Friday (except Bank Holidays).

- The telephone number is 020 7947 6000

### **THE DESCRIPTION OF THE DEFENDANTS**

- (8) The Claimants have permission to amend the description of the class of persons unknown which constitute the defendants to this claim to:

"PERSONS UNKNOWN ENTERING THE CLAIMANTS' PROPERTIES IDENTIFIED WITHIN THE PARTICULARS OF CLAIM WITHOUT THE CLAIMANTS' PERMISSION, AND CLIMBING OR ASCENDING BUILDINGS, STRUCTURES OR EQUIPMENT AT THOSE PROPERTIES"

## **SCHEDULE 1**

### **Witness Statements**

The Judge read the following Witness Statement before making this Order:

Witness Statement of James William Senior dated 25 February 2019 together with the Exhibits marked "JWS1" to "JWS4".

Witness Statement of Stuart Sherbrooke Worley dated 28 February 2019 together with Exhibit "SSW1"

## **SCHEDULE 2**

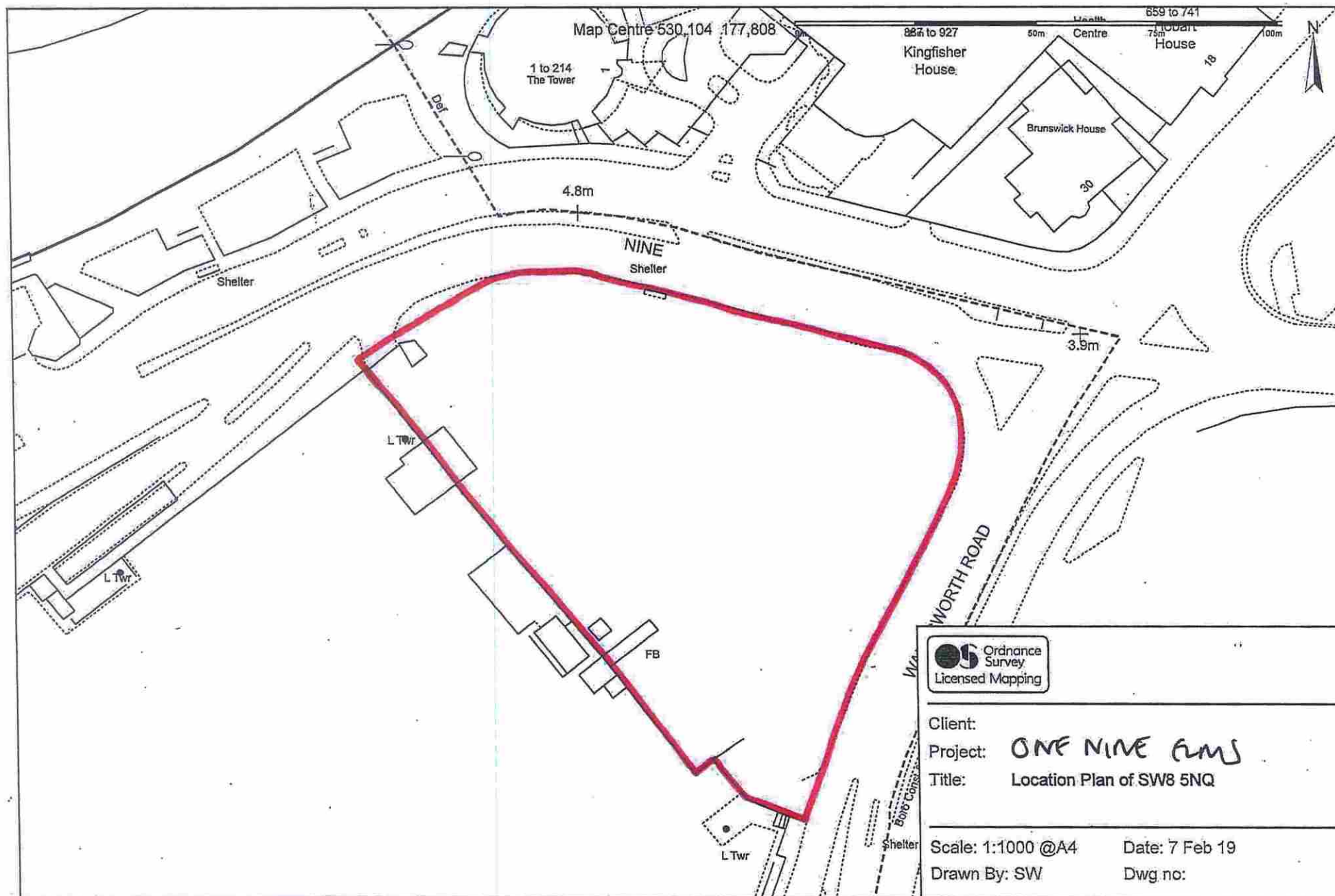
### **Undertakings given to the Court by the Claimants**

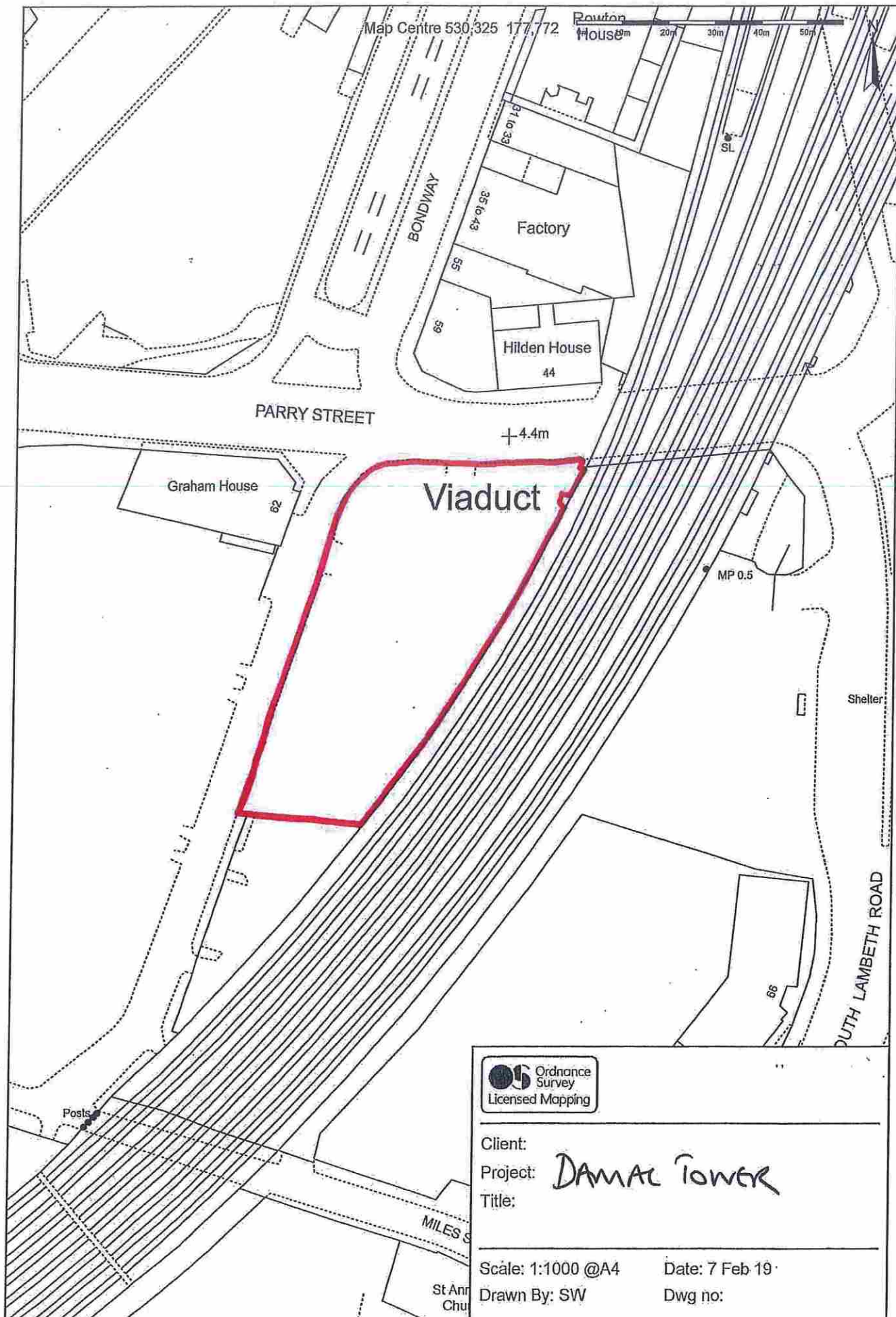
To pay any damages which the Defendant (or any other party served with or notified of this Order) shall sustain which the Court considers the Claimants should pay.

## **SCHEDULE 3**

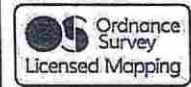
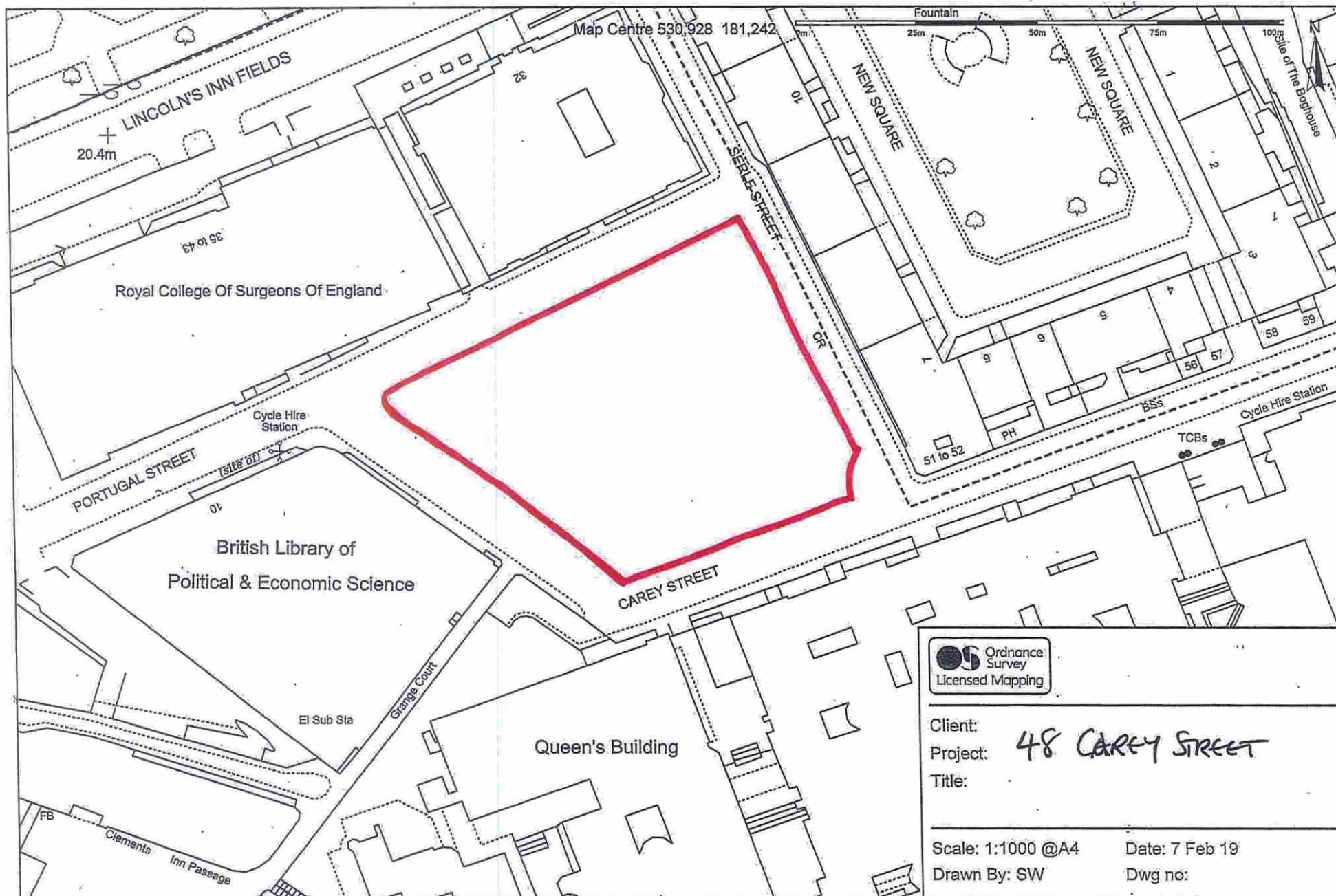
### **Plans**









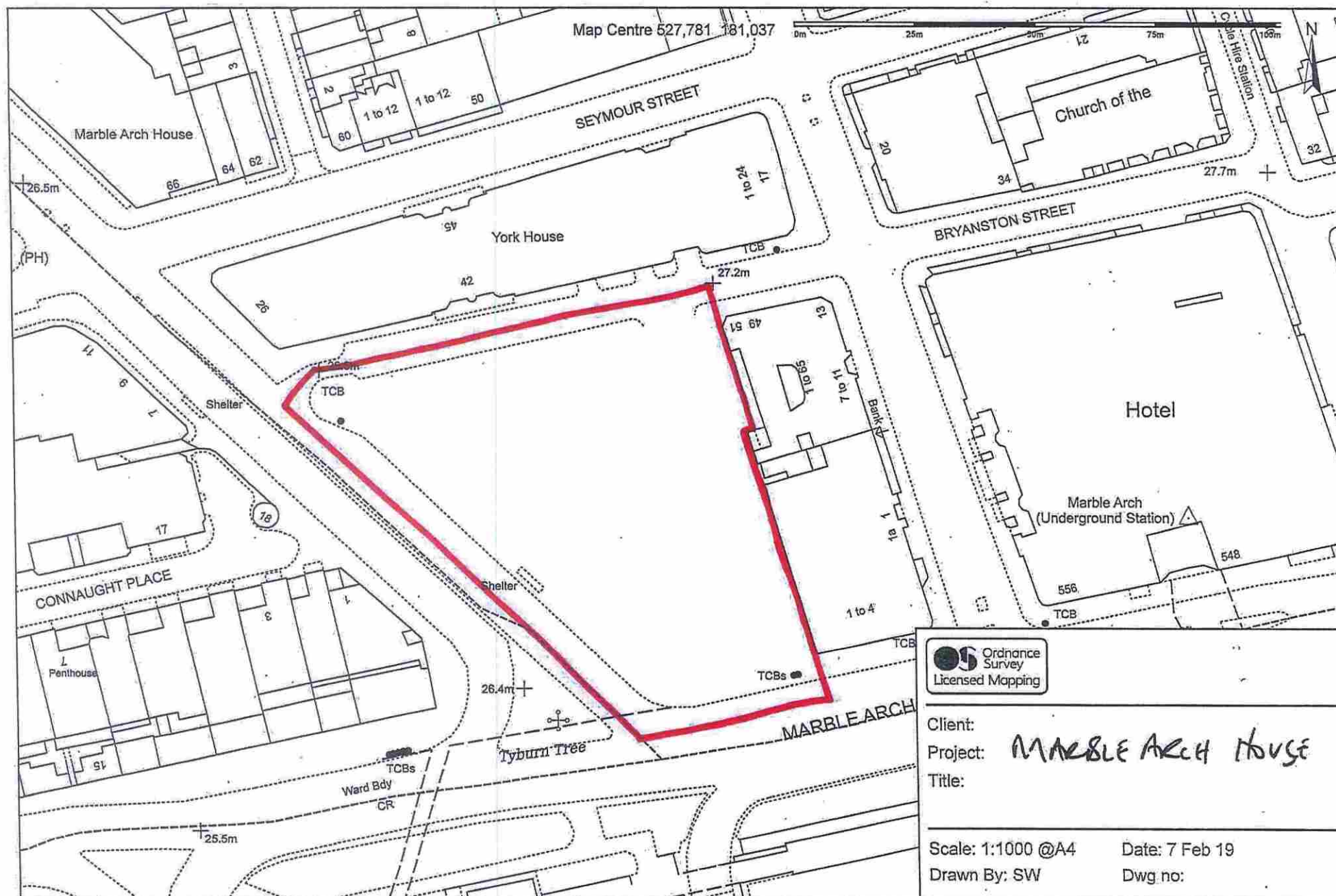


Client:  
Project: **48 CAREY STREET**  
Title:

Scale: 1:1000 @A4  
Date: 7 Feb 19  
Drawn By: SW  
Dwg no:



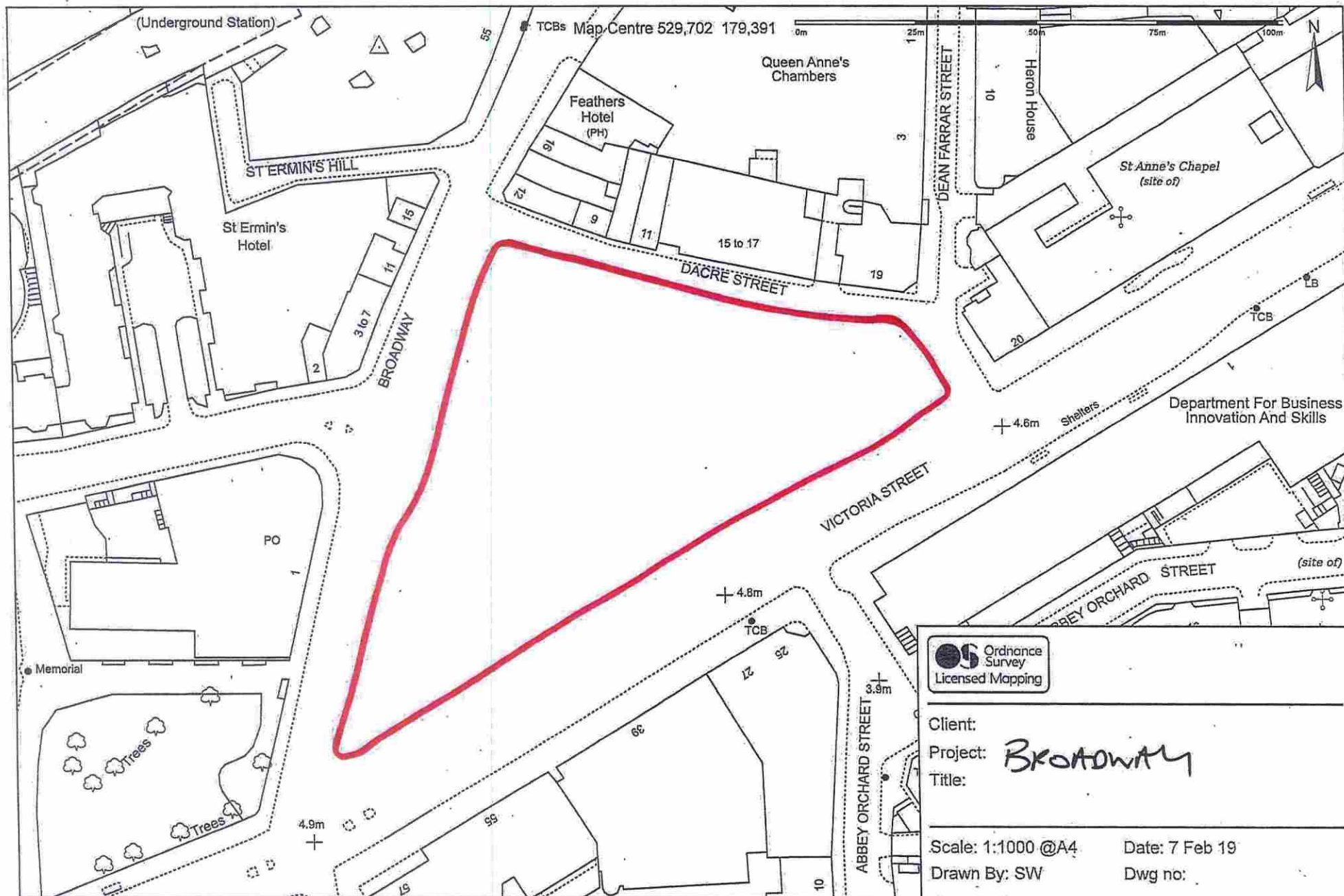




Client:  
 Project: **MARBLE ARCH HOUSE**  
 Title:

Scale: 1:1000 @A4  
 Drawn By: SW  
 Date: 7 Feb 19  
 Dwg no:









Claim No

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

ROYAL COURTS OF JUSTICE

B E T W E E N:

MULTIPLEX CONSTRUCTION EUROPE LTD  
AND OTHERS

Claimants

PERSONS UNKNOWN ENTERING THE  
CLAIMANTS' PROPERTIES IDENTIFIED  
WITHIN THE PARTICULARS OF CLAIM  
WITHOUT THE CLAIMANTS'  
PERMISSION, AND CLIMBING OR  
ASCENDING BUILDINGS, STRUCTURES  
OR EQUIPMENT AT THOSE PROPERTIES

Defendants

---

**INJUNCTION ORDER**

---

Eversheds Sutherland (International) LLP  
One Wood Street  
London  
EC2V 7WS

Ref: CC/SSW/335158.000002

Solicitors for the Claimants

**Claim Number:**

**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

**B E T W E E N**

- (1) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (2) 30 GS NOMINEE 1 LIMITED
- (3) 30 GS NOMINEE 2 LIMITED

Claimants

and

PERSONS UNKNOWN ENTERING IN OR REMAINING AT  
THE 30 GROSVENOR SQUARE CONSTRUCTION SITE  
WITHOUT THE CLAIMANTS' PERMISSION

Defendants

---

**"MPW4"**

---

This is the exhibit marked "MPW4" referred to in the witness statement of Martin Philip Wilshire dated 27 April 2021

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

Before Mr Justice Spencer

18 December 2019

B E T W E E N:



(1) MULTIPLEX CONSTRUCTION EUROPE LTD

(2) AURIENS CHELSEA PROPERTY HOLDING COMPANY LIMITED  
(INCORPORATED IN GUERNSEY)

Claimants

and

PERSONS UNKNOWN ENTERING IN OR REMAINING AT  
THE CLAIMANTS' CONSTRUCTION SITE WITHOUT  
THE CLAIMANTS' PERMISSION, AND CLIMBING OR ASCENDING BUILDINGS,  
STRUCTURES OR EQUIPMENT AT THE PREMISES

Defendants

---

**ORDER FOR AN INJUNCTION**

---

**PENAL NOTICE**

**IF YOU, THE DEFENDANTS DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND 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 OR ANY OF THEM 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 certain acts. You should read this Order very carefully. You are advised to consult a solicitor as soon as possible.**

**If you disobey this Order you may be found guilty of contempt of court and you may be sent to prison or your assets seized.**

**You have the right to apply to the court to vary or discharge this order (which is explained below)**

**RECITALS**

UPON the Claimants' application notice dated 17 December 2019

AND UPON HEARING Counsel for the Claimants and the Defendant not appearing

AND UPON READING the witness statement of Martin Philip Wilshire dated 17 December 2019

AND UPON the Claimants giving the undertakings to the Court set out in Schedule 2 to this Order

**IT IS ORDERED THAT:**

**THE INJUNCTION**

- (1) The Defendants must not, without the permission of the Claimants, enter or remain upon any part of the construction site at 2 Dovehouse Street, London SW3 6LA ("Dovehouse") as shown edged red on the plan at Schedule 3 to this Order as demarcated from time to time by hoarding or security fencing and climb or ascend to a height of more than 2 meters above ground level upon any building, structure or equipment at these premises.
- (2) Paragraph (1) of this Order will continue until 30 April 2021.

**VARIATION OR DISCHARGE OF THIS ORDER**

- (3) The Defendants may apply to vary or discharge this Order upon giving 48 hours' notice in writing to the Claimant's solicitors at Eversheds Sutherland



(International) LLP, One Wood Street, London, EC2V 7WS (Ref: Stuart Wortley  
tel: 020 7919 0969; email: [stuartwortley@eversheds-sutherland.com](mailto:stuartwortley@eversheds-sutherland.com)).

**INTERPRETATION OF THIS ORDER**

- (4) A Defendant who is ordered not to do something must not do it him/herself or in any other way. He/she must not do it through another acting on his/her behalf or on his/her instructions or with his/her encouragement.

**SERVICE OF THIS ORDER**

- (5) Service of this Order may be effected in the manner set out in paragraphs (6) and (7) below.
- (6) The Claimant shall post notice of the existence of this Order, as soon as reasonably practicable:-
- (a) at regular intervals on the hoardings at Dovehouse construction site;
  - (b) at least 5 prominent locations around the perimeter of the Dovehouse construction site.
- (7) The said notice shall include a statement that a fully copy of this Order, of the Claim Form and Response Pack, of the Claimant's application notice dated 17 December 2019 and sealed on 18 December 2019, of the Particulars of Claim and of the Witness Statement(s) submitted to the Court in support of the Claim, may be viewed:
- (a) at a website the URL of which is specified in the notice;
  - (b) at a physical location which is specified in the notice,
- and may be obtained from the Claimant's Solicitor, whose contact details shall be included.

**ISSUE AND SERVICE OF CLAIM WITHOUT NAMED DEFENDANTS**

- (8) For the avoidance of doubt, the Claimant is granted retrospective permission (if the same is required) pursuant to CPR 8.2A to issue this claim without naming a defendant.

- (9) Pursuant to CPR 6.15, the steps identified in paragraphs (6) and (7) shall stand as good service of the Claim Form and Particulars of Claim upon any person who shall, by knowingly breaching the terms of this Order, automatically become a defendant to this action.
- (10) Save as set out above, pursuant to CPR 6.16 service of the Claim Form, Response Pack, Application and Witness Statement(s) in support are dispensed with in respect of any person who shall become a defendant to this Claim as aforesaid.

**COMMUNICATIONS WITH THE COURT**

- (11) All communications to the Court about this Order should be sent to:
- Queen's Bench Division, Royal Courts of Justice, Strand WC2A 2LL.

The offices are open between 10.00 a.m. and 4.30 p.m. Monday to Friday (except Bank Holidays).

- The telephone number is 020 7947 6000

## **SCHEDULE 1**

### **Witness Statements**

The Judge read the following Witness Statement before making this Order:

Witness Statement of Martin Philip Wilshire dated 17 December 2019 together with the Exhibits marked "MPW1" to "MPW6"

## **SCHEDULE 2**

### **Undertakings given to the Court by the Claimants**

To pay any damages which the Defendant (or any other party served with or notified of this Order) shall sustain which the Court considers the Claimants should pay.

## **SCHEDULE 3**

### **Plan**

Map Centre 527,144 178,148

0m 10m 20m 30m 40m 50m



Garden  
Centre

Farmers  
Market

Henry



CB1 2JY

Client:

Project:

Title:

Dovehouse

Scale: 1:500 @A4

Date: 12 Dec 19

Drawn By: JB

Dwg no:

**Claim Number:**

**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

**B E T W E E N**

- (1) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (2) 30 GS NOMINEE 1 LIMITED
- (3) 30 GS NOMINEE 2 LIMITED

Claimants

and

PERSONS UNKNOWN ENTERING IN OR REMAINING AT  
THE 30 GROSVENOR SQUARE CONSTRUCTION SITE  
WITHOUT THE CLAIMANTS' PERMISSION

Defendants

---

**"MPW5"**

---

This is the exhibit marked "MPW5" referred to in the witness statement of Martin Philip Wilshire dated 27 April 2021



IN THE HIGH COURT OF JUSTICE

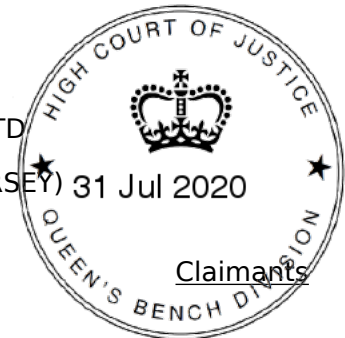
QUEEN'S BENCH DIVISION

Mr Justice Soole

30 July 2020

B E T W E E N:

(1) MULTIPLEX CONSTRUCTION EUROPE LTD  
(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)



and

QB-2020-002633

PERSONS UNKNOWN ENTERING IN OR REMAINING AT  
THE CLAIMANTS' CONSTRUCTION SITE AT BANKSIDE YARDS WITHOUT  
THE CLAIMANTS' PERMISSION

Defendants

---

**ORDER FOR AN INJUNCTION**

---

**PENAL NOTICE**

**IF YOU, THE DEFENDANTS DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND 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 OR ANY OF THEM 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 certain acts. You should read this Order very carefully. You are advised to consult a solicitor as soon as possible.**

**If you disobey this Order you may be found guilty of contempt of court and you may be sent to prison or your assets seized.**

**You have the right to apply to the court to vary or discharge this order (which is explained below)**

**RECITALS**

UPON the Claimants' application notice dated 27 July 2020 for a without notice interim injunction

AND UPON HEARING Counsel for the Claimants and the Defendants not appearing

AND UPON READING the witness statement of Martin Philip Wilshire dated 27 July 2020

AND UPON the Claimants giving the undertaking to the Court set out in Schedule 2 to this Order

**IT IS ORDERED THAT:**

**THE INJUNCTION**

- (1) Until 4pm 29 January 2021, or further order, the Defendants must not without the consent of the Claimants, enter or remain upon any part of the construction site at Blackfriars Road, London SE1 9UY ("Bankside Yards") as shown edged red on the plan at Schedule 3 to this Order as demarcated from time to time by hoarding or security fencing.

**VARIATION OR DISCHARGE OF THIS ORDER**

- (2) The Defendants may apply to vary or discharge this Order upon giving 48 hours' notice in writing to the Claimant's solicitors at Eversheds Sutherland (International) LLP, One Wood Street, London, EC2V 7WS (Ref: Stuart Wortley tel: 020 7919 0969; email: [stuartwortley@eversheds-sutherland.com](mailto:stuartwortley@eversheds-sutherland.com)).

**INTERPRETATION OF THIS ORDER**

- (3) A Defendant who is ordered not to do something must not do it him/herself or in any other way. He/she must not do it through another acting on his/her behalf or on his/her instructions or with his/her encouragement.

**SERVICE OF THIS ORDER**

- (4) Service of this Order may be effected in the manner set out in paragraphs (5) and (6) below and personal service of the order is dispensed with.

- (5) The Claimant shall post notice of the existence of this Order by 4pm, 5 August 2020:-
- (a) at all main entrances to the Bankside Yards construction site;
  - (b) at a minimum of 5 prominent locations around the perimeter of the Bankside Yards construction site.
- (6) The said notice shall include a statement that copies of this Order, the Claim Form, the Particulars of Claim, the Claimant's application notice dated 27 July 2020 and the Witness Statement (with exhibits) of Mr Wilshire submitted to the Court in support of the Claim, may be viewed:
- (a) at a website the URL of which is specified in the notice;
  - (b) at a physical location which is specified in the notice,
- and may be obtained from the Claimant's Solicitor, whose contact details shall be included.

#### **ISSUE AND SERVICE OF CLAIM WITHOUT NAMED DEFENDANTS**

- (7) For the avoidance of doubt, the Claimant is granted retrospective permission (if the same is required) pursuant to CPR 8.2A to issue this claim without naming a defendant.
- (8) Pursuant to CPR 6.15, the steps identified in paragraphs (5) and (6) shall stand as good service of the Claim Form and Particulars of Claim upon any person who shall, by knowingly breaching the terms of this Order, automatically become a defendant to this action.
- (9) Save as set out above, pursuant to CPR 6.16 service of the Claim Form, Response Pack, Application and Witness Statements in support are dispensed with in respect of any person who shall become a defendant to this Claim as aforesaid.

#### **COMMUNICATIONS WITH THE COURT**

- (10) All communications to the Court about this Order should be sent to:
- Queen's Bench Division, Royal Courts of Justice, Strand WC2A 2LL.

The offices are open between 10.00 a.m. and 4.30 p.m. Monday to Friday (except Bank Holidays).

- The telephone number is 020 7947 6000
- The email address is [qbjudgeslistingoffice@justice.gov.uk](mailto:qbjudgeslistingoffice@justice.gov.uk)

## **SCHEDULE 1**

### **Witness Statements**

The Judge read the following Witness Statement before making this Order:

Witness Statement of Martin Philip Wilshire dated 27 July 2020 together with the Exhibits marked "MPW1" - "MPW7".

## **SCHEDULE 2**

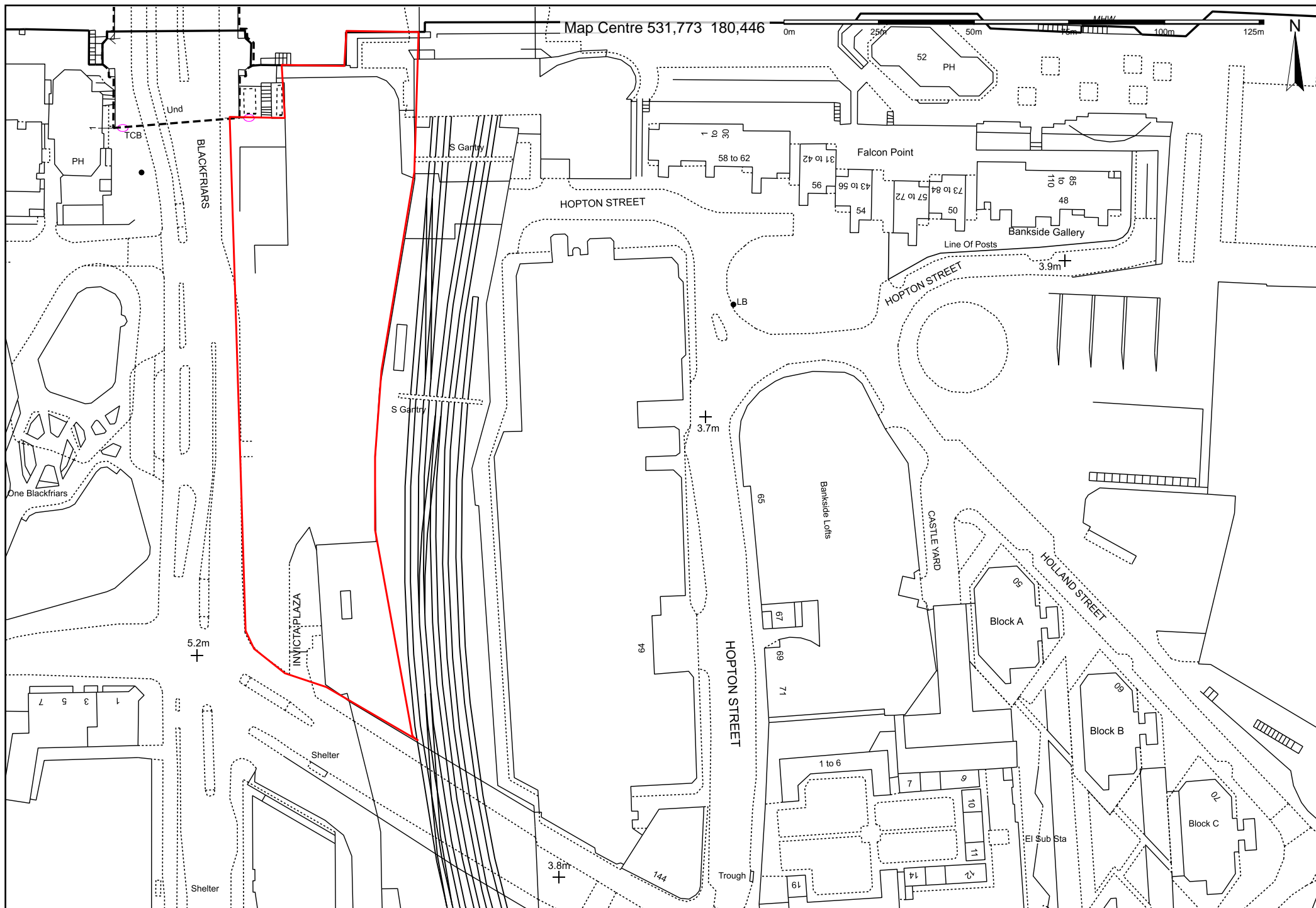
### **Undertakings given to the Court by the Claimants**

To pay any damages which the Defendants (or any other party served with or notified of this Order) shall sustain which the Court considers the Claimants should pay.

## **SCHEDULE 3**

### **Plan**





**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

**Before : Mr. Justice Bourne**

**26 January 2021**

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

- (1) MULTIPLEX CONSTRUCTION EUROPE LTD  
(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)



**QB-2020-002702**  
Claimants

-and-

PERSONS UNKNOWN ENTERING IN OR REMAINING AT  
THE CLAIMANTS' CONSTRUCTION SITE AT BANKSIDE YARDS WITHOUT  
THE CLAIMANTS' PERMISSION

Defendants

---

**ORDER FOR AN INJUNCTION**

---

**PENAL NOTICE**

**IF YOU, THE DEFENDANT, DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND 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 OR ANY OF THEM 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 DEFENDANT**

**This Order prohibits you from doing certain acts. You should read this Order very carefully. You are advised to consult a solicitor as soon as possible.**

**If you disobey this Order you may be found guilty of contempt of court and you may be sent to prison or your assets seized.**

**RECITALS**

UPON the Claimants' application dated 25 January 2021 made without notice for an extension to the existing interim injunction dated 30 July 2020 and sealed on 31 July 2020

AND UPON THE COURT having regards to the Interim injunction Order of Mr. Justice Soole dated 30 July 2020 and sealed 31 July 2020

AND UPON THE COURT being aware that the question of injunctions against Persons Unknown is the subject of further consideration by Mr. Justice Nicklin in the case of Various Claimants -v- Persons Unknown and that a judgment is likely to be handed down by no later than 09 March 2021

AND UPON HEARING Counsel for the Claimants and no appearance by the Defendants

AND UPON READING the first witness statement of Martin Wilshire dated 27 July 2020 in support of the interim injunction

AND UPON READING the second witness statement of Martin Wilshire dated 25 January 2021

**THE INJUNCTION**

**IT IS ORDERED THAT:**

- (1) The Injunction ordered by Mr. Justice Soole dated 30 July 2020 and sealed 31 July 2020 be extended until 4pm 09 March 2021, or further order.
- (2) The Defendants must not without the consent of the Claimants, enter or remain upon any part of the construction site at Blackfriars Road, London SE1 9UY ("Bankside Yards") as shown edged red on the plan at Schedule 3 to this Order as demarcated from time to time by hoarding or security fencing.

**VARIATION OR DISCHARGE OF THIS ORDER**

- (3) The Defendants may apply to vary or discharge this Order upon giving 48 hours' notice in writing to the Claimant's solicitors at Eversheds Sutherland

(International) LLP, One Wood Street, London, EC2V 7WS (Ref: Stuart Wortley  
tel: 020 7919 0969; email: [stuartwortley@eversheds-sutherland.com](mailto:stuartwortley@eversheds-sutherland.com)).

### **INTERPRETATION OF THIS ORDER**

- (4) A Defendant who is ordered not to do something must not do it him/herself or in any other way. He/she must not do it through another acting on his/her behalf or on his/her instructions or with his/her encouragement.
- (5) It is a contempt of court for any person notified by this Order knowingly to assist or permit a breach of this order. Any person doing so may be imprisoned, fined or have their assets seized.

### **SERVICE OF THIS ORDER**

- (6) Service of this Order may be effected in the manner set out in paragraphs (7) and (8) below and personal service of the order is dispensed with.
- (7) The Claimant shall post notice of the existence of this Order by 4pm, 5 February 2021:-
  - (i) at all main entrances to the Bankside Yards construction site;
  - (ii) at a minimum of 5 prominent locations around the perimeter of the Bankside Yards construction site.
- (8) The said notice shall include a statement that copies of the Interim Order dated 30 July and sealed on 31 July 2020, this Order, the Claim Form, the Claimants' application notices dated 28 July 2020 and 25 January 2021 and the Witness Statements of Martin Wilshire dated 27 July 2020 and 25 January 2021 may be viewed:
  - (a) at a website the URL of which is specified in the notice;
  - (b) at a physical location specified in the notice,and may be obtained from the Claimants' Solicitor, whose contact details shall be specified in the notice.
- (9) Pursuant to CPR 6.15 and 6.27, the steps identified in paragraphs (7) and (8) shall stand as good service of the Claim Form, Particulars of Claim and this Order

upon any person who shall, by knowingly breaching the terms of this Order, automatically become a defendant to this action.

- (10) Save as set out above, pursuant to CPR 6.16 service of the Claim Form, Response Pack, Application and Witness Statement(s) in support are dispensed with in respect of any person who shall become a defendant to this Claim as aforesaid.
- (11) The date on which the Claim Form and Particulars of Claim are to be deemed served is 5 August 2020 and the period for filing (i) an acknowledgement of service (ii) an admission or (iii) a Defence is by 9 March 2021.
- (12) This Order and the Order of Mr. Justice Soole dated 30 July and sealed 31 July 2020, the Claim Form, the Particulars of Claim, the Claimant's application notices dated 27 July 2020 and 25 January 2021 and the Witness Statements (with exhibits) of Mr Wilshire submitted to the Court in support of the Claim and this Order, may be viewed:

(a) at a website the URL of which is specified in the notice;

(b) at a physical location which is specified in the notice,

and may be obtained from the Claimant's Solicitor, whose contact details shall be included.

### **COSTS**

- (13) There shall be no order as to costs on this application.

### **DEEMED SERVICE OF THIS ORDER**

- (14) This order shall be deemed served as follows:-

<b>Method of service</b>	<b>Deemed date of service</b>
1. First class post (or other service which provides for delivery on the next business day)	The second day after it was posted, left with, delivered to or collected by the relevant service provider provided that day is a business day; or if not, the next business day after that day.
2. Delivering the document to or leaving it at the usual / last known address given above	If it is delivered to or left at the usual / last known address on a business day before 4.30 pm, on that day; or in any other case, on the next business day after that day.
3. Email	If the e-mail or other electronic transmission is sent on a business day before 4.30 pm, on that day; or



	in any other case, on the next business day after the day on which it was sent.
4. Personal service	If the document is served personally before 4.30 pm on a business day, on that day; or in any other case, on the next business day after that day.

### **COMMUNICATIONS WITH THE COURT**

(14) All communications to the Court about this Order should be sent to:

- Queen's Bench Division, Royal Courts of Justice, Strand WC2A 2LL.

The offices are open between 10.00 a.m. and 4.30 p.m. Monday to Friday (except Bank Holidays).

- The telephone number is 020 7947 6000
- The email address is [qbjudgeslistingoffice@justice.gov.uk](mailto:qbjudgeslistingoffice@justice.gov.uk)

## **SCHEDULE 1**

### **Witness Statements**

The Judge read the following Witness Statement before making this Order:

First Witness Statement of Martin Philip Wilshire dated 27 July 2020 together with the Exhibits marked "MPW1" - "MPW7".

Second Witness Statement of Martin Philip Wilshire dated 25 January 2021 together with the Exhibits marked "MPW8" – "MPW10".

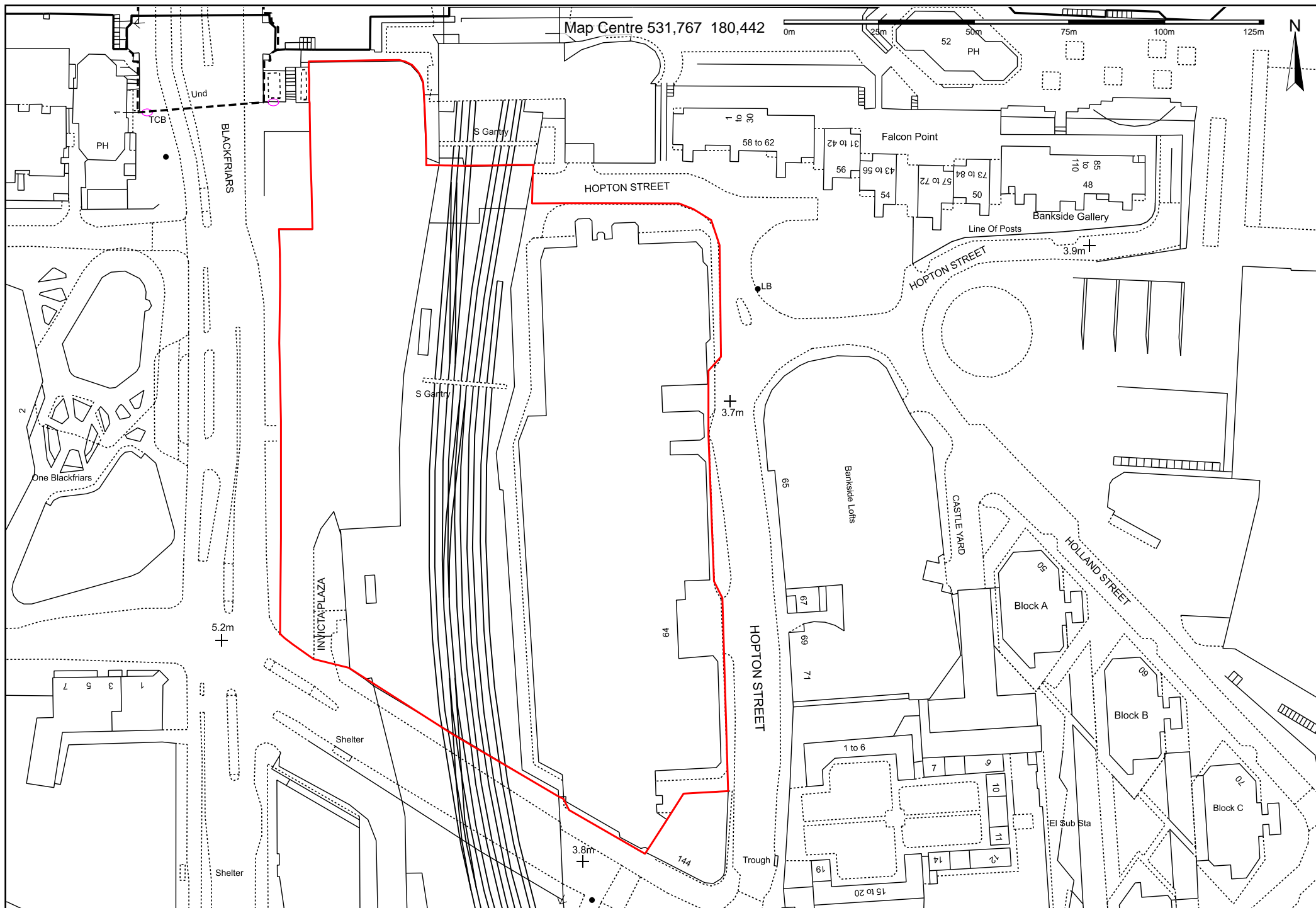
## **SCHEDULE 2**

### **Undertakings given to the Court by the Claimants**

To pay any damages which the Defendants (or any other party served with or notified of this Order) shall sustain which the Court considers the Claimants should pay.

## **SCHEDULE 3**

### **Plan**



IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

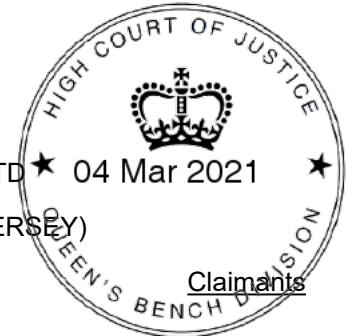
Before: Mr Justice Stewart

4<sup>th</sup> March 2021

B E T W E E N:

(1) MULTIPLEX CONSTRUCTION EUROPE LTD  
(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)

-and-



Claimants

QB-2020-002702

PERSONS UNKNOWN ENTERING IN OR REMAINING AT  
THE CLAIMANTS' CONSTRUCTION SITE AT BANKSIDE YARDS WITHOUT  
THE CLAIMANTS' PERMISSION

Defendants

---

**ORDER FOR AN INJUNCTION**

---

**PENAL NOTICE**

IF YOU, THE DEFENDANT, DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND 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 OR ANY OF THEM 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 DEFENDANT**

This Order prohibits you from doing certain acts. You should read this Order very carefully. You are advised to consult a solicitor as soon as possible.

If you disobey this Order you may be found guilty of contempt of court and you may be sent to prison or your assets seized.

**RECITALS**

UPON the Claimants' application dated 2 March 2021 for an extension to the existing interim injunction dated 26 January 2021 and sealed on 27 January 2021

AND UPON THE COURT having regard to the Interim injunction Order of Mr. Justice Soole dated 31 July 2020 and the Interim injunction Order of Mr. Justice Bourne dated 26 January 2021

AND UPON THE COURT being aware that the question of injunctions against Persons Unknown is the subject of further consideration by Mr. Justice Nicklin in the case of Various Local Authority Claimants v Persons Unknown

AND UPON READING the witness statements of Martin Wilshire dated 27 July 2020 and 25 January 2021

### **THE INJUNCTION**

#### **IT IS ORDERED THAT:**

- (1) The Injunction ordered by Mr. Justice Bourne dated 26 January 2021 be extended until 4pm on 19 May 2021, or further order.
- (2) The Defendants must not without the consent of the Claimants, enter or remain upon any part of the construction site at Blackfriars Road, London SE1 9UY ("Bankside Yards") as shown edged red on the plan at Schedule 3 to this Order as demarcated from time to time by hoarding or security fencing.

### **VARIATION OR DISCHARGE OF THIS ORDER**

- (3) The Defendants may apply to vary or discharge this Order upon giving 48 hours' notice in writing to the Claimant's solicitors at Eversheds Sutherland (International) LLP, One Wood Street, London, EC2V 7WS (Ref: Stuart Wortley tel: 020 7919 0969; email: [stuartwortley@eversheds-sutherland.com](mailto:stuartwortley@eversheds-sutherland.com)).
- (4) In the event that the judgment of Mr. Justice Nicklin referred to in the Recital above, is not handed down before 19 May 2021 or that the judgment is subject to an Appeal to the Court of Appeal or Supreme Court, the Claimants have permission to write to the Court to request a further extension of the Interim Injunction, enclosing a draft extension Order.

### **INTERPRETATION OF THIS ORDER**

- (5) A Defendant who is ordered not to do something must not do it him/herself or in any other way. He/she must not do it through another acting on his/her behalf or on his/her instructions or with his/her encouragement.
- (6) It is a contempt of court for any person notified by this Order knowingly to assist or permit a breach of this order. Any person doing so may be imprisoned, fined or have their assets seized.

### **SERVICE OF THIS ORDER**

- (7) Service of this Order may be effected in the manner set out in paragraphs (8) and (9) below and personal service of the order is dispensed with.
- (8) The Claimant shall post notice of the existence of this Order by 4pm, 9<sup>th</sup> March 2021:-
- (i) at all main entrances to the Bankside Yards construction site;
  - (ii) at a minimum of 5 prominent locations around the perimeter of the Bankside Yards construction site.
- (9) The said notice shall include a statement that copies of the Interim Order dated 31 July 2020, the Interim Order dated 26 January 2021, this Order, the Claim Form, the Claimants' application notices dated 28 July 2020, 25 January 2021 and 2 March 2021 and the Witness Statements of Martin Wilshire dated 27 July 2020 and 25 January 2021 may be viewed:
- (a) at a website the URL of which is specified in the notice;
  - (b) at a physical location specified in the notice,
- and may be obtained from the Claimants' Solicitor, whose contact details shall be specified in the notice.



- (10) Pursuant to CPR 6.15 and 6.27, the steps identified in paragraphs (8) and (9) shall stand as good service of the Claim Form, Particulars of Claim and this Order upon any person who shall, by knowingly breaching the terms of this Order, automatically become a defendant to this action.
- (11) Save as set out above, pursuant to CPR 6.16 service of the Claim Form, Response Pack, Application and Witness Statement(s) in support are dispensed with in respect of any person who shall become a defendant to this Claim as aforesaid.
- (12) This Order and the Order of Mr. Justice Soole dated 31 July 2020 and Mr. Justice Bourne dated 26 January 2021, the Claim Form, the Particulars of Claim, the Claimant's application notices dated 27 July 2020, 25 January 2021 and 2 March 2021 and the Witness Statements (with exhibits) of Mr Wilshire submitted to the Court in support of the Claim and this Order, may be viewed:
- (a) at a website the URL of which is specified in the notice;
- (b) at a physical location which is specified in the notice,
- and may be obtained from the Claimant's Solicitor, whose contact details shall be included.

### **COSTS**

- (13) There shall be no order as to costs on this application.

### **DEEMED SERVICE OF THIS ORDER**

- (14) This order shall be deemed served as follows:-

Method of service	Deemed date of service
1. First class post (or other service which provides for delivery on the next business day)	The second day after it was posted, left with, delivered to or collected by the relevant service provider provided that day is a business day; or if not, the next business day after that day.
2. Delivering the document to or leaving it at the usual / last known address given above	If it is delivered to or left at the usual / last known address on a business day before 4.30 pm, on that day; or in any other case, on the next business day after that day.
3. Email	If the e-mail or other electronic transmission is sent on a business day before 4.30 pm, on that day; or in any other case, on the next business day after the day on which it was sent.
4. Personal service	If the document is served personally before 4.30 pm on a business day, on that day; or in any other case, on the next business day after that day.

## **COMMUNICATIONS WITH THE COURT**

(15) All communications to the Court about this Order should be sent to:

- Queen's Bench Division, Royal Courts of Justice, Strand WC2A 2LL.

The offices are open between 10.00 a.m. and 4.30 p.m. Monday to Friday (except Bank Holidays).

- The telephone number is 020 7947 6000
- The email address is [qbjudgeslistingoffice@justice.gov.uk](mailto:qbjudgeslistingoffice@justice.gov.uk)

## **SCHEDULE 1**

### **Witness Statements**

The Judge read the following Witness Statement before making this Order:

First Witness Statement of Martin Philip Wilshire dated 27 July 2020 together with the Exhibits marked "MPW1" - "MPW7".

Second Witness Statement of Martin Philip Wilshire dated 25 January 2021 together with the Exhibits marked "MPW8" - "MPW10".

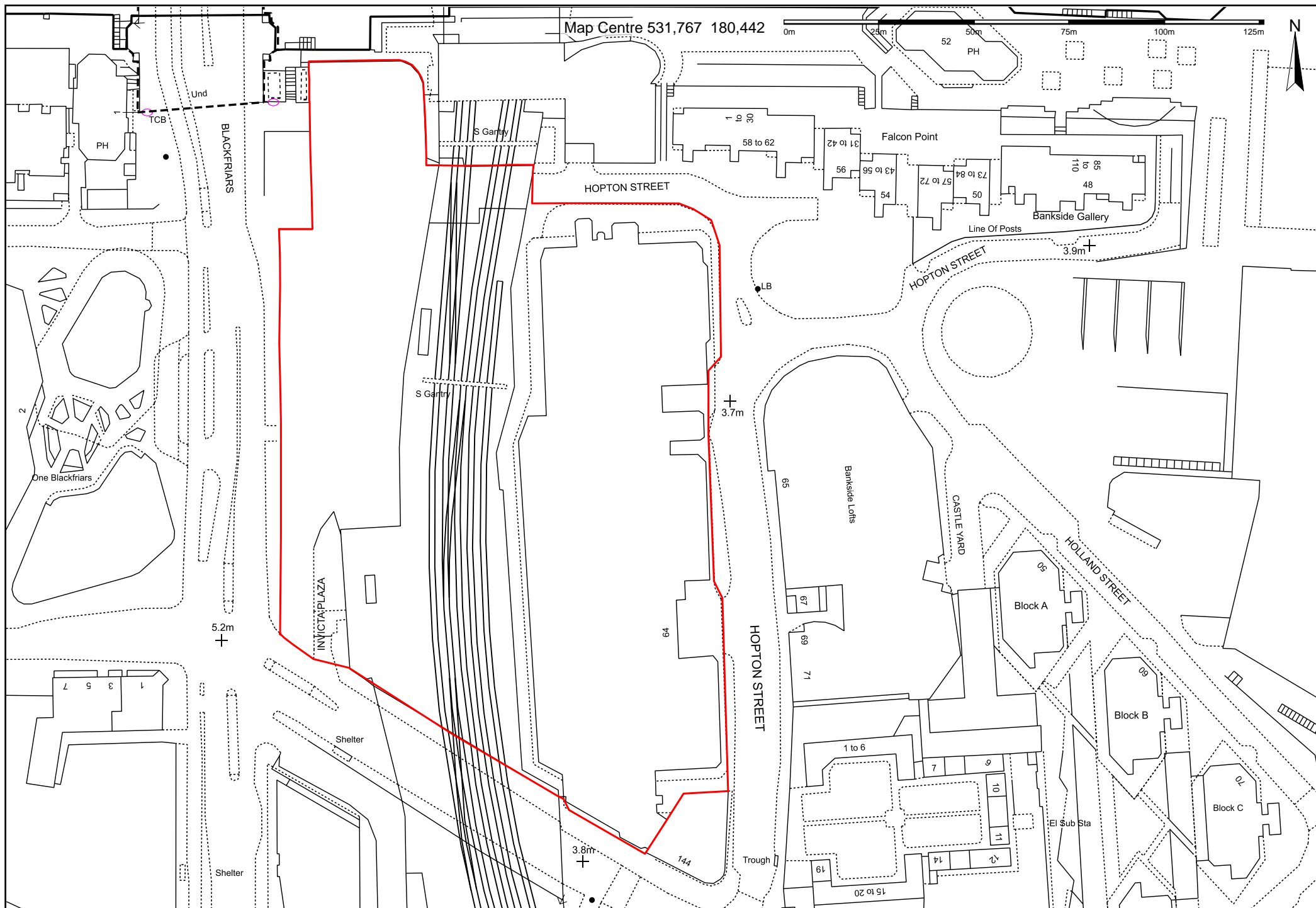
## **SCHEDULE 2**

### **Undertakings given to the Court by the Claimants**

To pay any damages which the Defendants (or any other party served with or notified of this Order) shall sustain which the Court considers the Claimants should pay.

## **SCHEDULE 3**

### **Plan**



**Claim Number:**

**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

**B E T W E E N**

- (1) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (2) 30 GS NOMINEE 1 LIMITED
- (3) 30 GS NOMINEE 2 LIMITED

Claimants

and

PERSONS UNKNOWN ENTERING IN OR REMAINING AT  
THE 30 GROSVENOR SQUARE CONSTRUCTION SITE  
WITHOUT THE CLAIMANTS' PERMISSION

Defendants

---

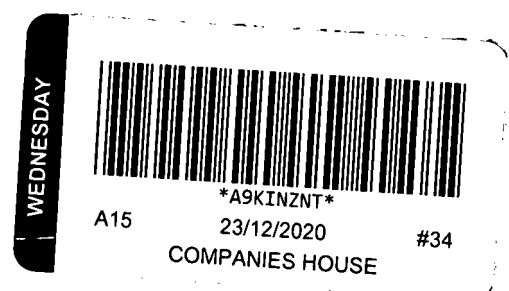
**"MPW6"**

---

This is the exhibit marked "MPW6" referred to in the witness statement of Martin Philip Wilshire dated 27 April 2021

**Multiplex Construction Europe  
Limited**

Annual report and financial statements  
Registered number 03808946  
31 December 2019





## **Contents**

General information	3
Strategic report	4
Directors' report	9
Statement of Directors' responsibilities	12
Independent auditor's report to the members of Multiplex Construction Europe Limited	13
Income statement	16
Balance Sheet	17
Statement of changes in equity	18
Notes	19

## **General information**

### **Directors**

Z Hanif	(Appointed 8 June 2020)
B Keenan	
A Ridley-Barker	
C Tuckett	(Appointed 8 June 2020)

### **Secretary**

T Marke

### **Registered Office**

99 Bishopsgate  
2nd Floor  
London  
EC2M 3XD

### **Company Registration Number**

03808946

### **Bankers**

HSBC  
62/76 Park Street  
London  
SE1 9DZ

Barclays Bank  
Level 27  
No 1 Churchill Place  
London  
E14 5HP

### **Auditor**

Deloitte LLP  
Statutory auditor  
London  
United Kingdom

## Strategic report

The board of Directors present the strategic report of the Company for the year ended 31 December 2019.

### Business review and future developments

The Company generated revenues of £872 million in 2019 (2018: £1.1 billion) and construction margin of £11.8m (2018: £42.6m). Both revenue and construction margin reduced from 2018, primarily due to projects completing as we have resized our business to enhance project delivery. EBITDA was a loss of £8.8 million (2018: £17.9 million EBITDA) for the year ended 31 December 2019. The reduced EBITDA resulted from margin reductions on four challenged projects. Excluding these four challenged projects, EBITDA across the remainder of the portfolio was £24.3 million.

Construction margin and EBITDA (earnings before interest, taxation, depreciation and amortisation) are non-IFRS measures utilised by management as key performance indicators of the business to assess the in period profitability of its construction projects and the Entity's financial performance and comparison of performance between the different financial periods respectively.

Below is a reconciliation between the statutory profit after income tax and the EBITDA, including both positive and negative adjustments.

	Year ended 31 December 2019 £m	Year ended 31 December 2018 £m
(Loss)/Profit after tax	(14.2)	12.6
Depreciation and amortisation	5.6	0.3
Interest income	(0.3)	(0.4)
Income tax expense	0.1	5.4
EBITDA	(8.8)	17.9

The Company continues to win and deliver high quality buildings amongst a challenging period for the construction industry. The Company's continuing successes are underpinned by strong internal processes aimed at minimising our operational and financial risks and include:

- Focused tendering efforts in sectors where the Company has the experience and resources to deliver successful projects;
- Appropriate client due diligence;
- Working closely to align ourselves with high quality and financially robust supply chain partners to limit the risk of subcontractor non-performance;
- A transparent culture of project reporting to ensure senior management are aware of and can respond to risk and opportunities in a timely manner; and
- Strong liquidity management and financial flexibility.

Notable projects secured in the year and early part of 2020 include:

- Chelsea Barracks Phase 4, a £243m, 13 acre development on Chelsea Bridge Road to the south of Sloane Square in Chelsea. The works comprise 91 apartments spread across three residential buildings;
- Auriens Chelsea, a £75m luxury retirement home situated in Dovehouse Street, Chelsea. It provides 56 high-end apartments alongside premium health and leisure facilities;
- University of Glasgow-Learning and Teaching Hub, a £31m project in Glasgow. The learning and teaching hub is part of Phase 1 of the University portfolio (c£220m) that will create five new academic buildings with associated landscaping, infrastructure and roads.

These project wins, combined with a strong pipeline, underpin our turnover and profitability expectations going forward. Our core business' construction workbook was £3.4 billion at 31 December 2019, down from £4.6 billion the year before. The current workbook includes nine residential projects worth £2.2 billion and two commercial projects worth £0.8 billion in addition to other work. Workbook has reduced from 2018 as we have completed 8 projects valued at £1.6m during the year. Our construction backlog revenue stands at £1.4 billion as at 31 December 2019 (2018: £1.8 billion).

**Strategic report** *(continued)*

**Section 172(1) statement**

The Directors, in line with their duties under section 172 of the Companies Act 2006, act in a way they consider, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole. In doing so, the Directors have considered, amongst other matters, the following:

- Likely consequences of any decisions in the long-term;
- Interests of the Company's employees;
- Need to foster the Company's business relationships with suppliers, customers and others;
- Impact of the Company's operations on the community and environment;
- Desirability of the Company maintaining a reputation for high standards of business conduct; and
- Need to act fairly as between members of the Company.

In discharging the section 172 duties, the Directors have considered the factors set out above.

Multiplex is focused on being a good corporate citizen. We are committed to providing sustainable futures for everyone we work with. We understand that the way in which we do business has the power to impact the lives of our people, our clients, our supply chain and the communities in which we operate. Our business aim of delivering buildings of excellent quality and value for our clients aligns with our corporate social responsibility. We share our innovative best practice techniques with our supply chain and stakeholders.

The Directors take care to have considered the likely consequences on all stakeholders of the decisions and actions which they take. Decisions are carefully discussed where possible with affected groups and are therefore fully understood and supported when taken.

The Company actively looks to decrease our impact on the environment, generate socio-economic benefits for our local communities, develop social integration and ensure that our employees and supply chain work in a healthy and safe environment.

The Company works hard to make a positive difference to the communities where we work and focus on delivering social value on our projects. We operate robust community engagement strategies and present our local communities with real opportunities for socio-economic growth and development. Our business culture is embedded in fostering a legacy, creating a sense of pride and achievement among our project teams, inspiring our people, training our workforce for the future, building capacity within our supply chain and supporting the growth for small to medium-sized enterprises.

Through our continued commitment to corporate responsibility we create value for our people, our business, our clients, supply chain, extended stakeholders, the environment and society. We ensure all of our projects have a complete disaster and fire strategy, both during construction and post-completion. This ensures that both our employees and subcontractors, as well as all future occupants have a full system in place to best ensure their safety if a disastrous event were to occur.

*Corporate Responsibility and Environmental management*

At Multiplex, we work together to create incredible buildings that have a positive impact on people and the world we live in. We aim to ensure the Company creates positive impacts on people's wellbeing, on local communities, and on the environment. This is achieved through the projects we deliver and through using proven, evidence-based methodologies and/or standards.

The Company understands that the way in which we do business has the power to impact on the lives of our people, our clients, our supply chain and the communities in which we operate. The Company aspires to be known for achieving progress in each of these areas and not just talking about them.

We recognise the dual crises of climate and biodiversity as the time-critical and existential challenges of our time. As a responsible and resilient business, we want to support a transition to a net zero carbon economy by 2050 at the latest. Our commitment is demonstrated by our decision to join the growing list of corporate leaders around the world, who have publicly committed to reducing carbon emissions in line with the Science Based Targets initiative to limit climate change to 1.5 degrees celsius. In doing so, we have been implementing energy efficiency initiatives and strengthening our client and supply chain relationships, consequently increasing our competitive advantage, as the world moves towards a low-carbon economy. As a continuing supporter of the World Green Building Council (GBC), Multiplex has also signed the World GBC Net Zero Buildings Commitment, which commits Multiplex to reach net zero carbon in operation for all assets under our direct control by 2030, and to advocate for all buildings to be net zero carbon in operation by 2050. In 2019 we reduced our carbon footprint by 60% for our own operations (Scope 1 and 2 emissions) compared to 2018.

**Strategic report (continued)**

**Section 172(1) statement (continued)**

We continue to make important steps forward in our diversity & inclusion strategy. An important step in 2019 was the delivery of industry-leading parental leave policies to support working parents and make actionable progress on addressing gender equity.

The Company has a zero tolerance approach to all forms of modern slavery and human trafficking within our business and supply chain while operating to the highest ethical standards. This is demonstrated by our decision in 2019 to launch our Ethical Labour Management System to formalise a number of improvements we are making to our working practices, further combating labour exploitation and increasing worker welfare.

The Company strives for a mature health and safety culture, inclusive of timely global management reporting, which distributes knowledge about significant or notable incidents (actual or potential), quickly and unimpeded so that we can learn and improve control of our critical risks.

Our ambition is clear, to create the safest and most desirable places to work in construction; where everyone is safe, valued, consulted, engaged and respected. We recognise that measuring health and safety performance at the workplace provides an important opportunity to gather data to drive health and safety planning improvements. 2019 saw our accident frequency rate remain flat at 0.06 reportable accidents per 100,000 hours worked, which is significantly below the industry average and our target for the year of 0.12. We continue to recognise the importance of Mental Health and have subsequently trained over 100 of our employees as Mental Health First-Aiders.

The Company works hard to create a positive impact on the communities where we work and focus on delivering social value on our projects. Our business culture is embedded in fostering a legacy; creating a sense of pride and achievement among our project teams; building aspiration in young people; training our workforce for the future; building capacity within our supply chain; and supporting the growth for small to medium sized enterprises. As evidence of this in 2019 we had 198 apprentices, trainees and graduates on our projects.

**Employees**

The Multiplex culture is an environment where people are recognised for their talents, whatever their background, and encouraged to be creative in their approach. Empowering everyone to voice their ideas and use their initiative allows us to push boundaries, innovate, and make better decisions.

We are committed to continuously enhancing this inclusive culture, giving everyone the opportunity to succeed irrespective of gender, race, religion, disability, age, sexual orientation or other reason. We ensure no one is discriminated against, either directly or indirectly, for recruitment, training, career development, promotion or any other aspect of employment. Additionally, if any team member becomes disabled while working for us and is no longer able to perform their duties, it is our policy to seek alternative employment for that person and provide assistance with any retraining.

We regularly circulate internal communications via multiple channels to provide our people with relevant information and updates on all areas of the business, including finance, health and safety, community engagement and environmental performance. Everyone at Multiplex has the opportunity to discuss any concerns they have with senior management, and they are also given access to wellbeing and mental health portals where support can be provided confidentially. This includes having trained mental health first aiders available to all team members.

At Multiplex, our people are our biggest asset. They are the foundation of our success and we will continue to inspire and empower them by investing in training, promoting teamwork and providing strong leadership.

**Health and safety**

The Company continues to maintain our accreditation with Safety Schemes in Procurement ("SSIP"), in conjunction with its certification to ISO 45001:2018 with UKAS Accredited Lloyds Register (LRQA) with no Non Conformances currently recorded against our health and safety management systems and their implementation.

In addition to our existing procurement requirements that all subcontractors are compliant with a relevant SSIP member scheme, in order to confirm they have the necessary arrangements in place to manage their health and safety effectively, we have adopted additional requirements over and above SSIP to ensure we maintain our position as industry leading, including in health and safety performance. These additional requirements include the adoption of published Build UK standards for minimum training requirements and commitment Champions for the Construction Logistics and Community Safety Scheme (CLOCS). Membership of Build UK provides the opportunity to influence standard setting within the industry and we have also become a signatory of the NASC's Safe Scaffolding Charter.

Health and Safety training continues to be delivered to a planned programme and recent changes to the CITB and Construction Skills have been welcomed as a route to achieving higher standards of competency within the industry generally. We continue to contribute to a number of health and safety groups and continue to be invited to contribute and comment on proposed changes to UK legislation, guidance and European harmonised standards.

## Strategic report (continued)

### Health and safety (continued)

A research program looking at emergency response and evacuation on construction sites, undertaken in conjunction with the Greenwich University Fire Safety Engineering Group, has been completed and the findings were published by the Institution of Occupational Safety and Health (IOSH). Further research opportunities are being pursued.

Our commitment to occupational health and wellbeing has continued to grow over the last year with us becoming a pledge signatory for the IOSH 'No Time To Lose' campaign to tackle occupational cancers, and our work with Building Mental Health has seen us train 116 mental health first aiders within the company and provide advice, awareness and support for those who work for us and with us around the business. We are now training our supply chain to extend our social obligation in raising awareness.

### Charitable Trust Partnerships

We have established a number of strategic partnerships with charitable trusts that are aligned with our business values.

Our charitable donations and contributions raised £92,427 in 2019 (2018: £307,434) for various charities including:

- Chickenshed Kensington and Chelsea, a theatre company that provides youth workshops, outreach projects and education programmes; and
- Willow Foundation, a charity that provides special days for seriously ill young adults.

### Principal risks and uncertainties

The principal activity of the Company is a building contractor, and future results will therefore be impacted by any change in building activity brought about by the prevailing economic conditions, cost escalation on our projects, or penalties incurred if projects are delivered late. In the day-to-day operations of the business, the Company is exposed to various risks and uncertainties. The Directors recognise their responsibility to manage these risks, and are satisfied with the procedures in place to mitigate them.

#### Economic risk

The Company has set up an internal Brexit Committee to address key risks arising from the ongoing political uncertainty in the UK due to Brexit and any resulting impact on the appetite for investment in our key market sectors. The Committee has outlined the current risks to the business with no short-term impact expected. Further assessments will continue to be made of any longer term impact once the deal is agreed. Office space in London remains in demand as does high-end and ultra-high-end residential property, resulting in a healthy pipeline for new work beyond secured projects.

In general, contracts entered into by the Company are in pounds sterling, eliminating foreign exchange risk. The Directors are aware that our subcontractors are often reliant on labour and materials from Continental Europe and beyond and accordingly the Company may be indirectly exposed to significant changes in labour movement or foreign currency exchange rates. The Company pro-actively manages this risk through robust and regular financial sub-contractor due diligence as well as continued efforts to diversify our supply chain. The risk is further mitigated through the use of sub-contractor default insurance.

#### Project risk

The Company continues to maintain a comprehensive set of policies and procedures in order to manage the risks associated with all aspects of a construction project, from initial tendering through to practical completion. All tenders undergo a tender settlement meeting and are approved by a Credit Committee prior to submission. Post award of contract all projects are subject to monthly project meetings, at which all aspects of the project are reviewed, including programme, design, commercial and financial risks and opportunities. In addition, a programme of peer and internal audit reviews is undertaken to ensure compliance with the policies and to assist in the early identification of potential issues. A well-established culture of transparency with regard to project risks and opportunities ensures senior management are aware and involved in managing these throughout the project life cycle. Senior management challenge the assessment of client and subcontractor variations on a regular basis to ensure amounts recognised are appropriate.

The agreement and settlement of certain final accounts with clients and subcontractors are settled through commercial negotiations. We estimate outcomes for these settlements, which are then regularly reviewed by senior operational and financial management. These estimates are adjusted if required to ensure a prudent level of risk is reflected in the Company's financial results.



**Strategic report (continued)**

**Principal risks and uncertainties (continued)**

*Funding and liquidity risk*

The Company does not have any external loans and borrowings and is not reliant on external funding for either working capital or investment capital. The Company operates a defined contribution pension scheme. The Company does not employ the use of payables financing arrangements to improve its working capital cycle.

*Internal control over financial reporting*

The Company operates under a robust control framework with policies and procedures in place across all aspects of our business to ensure appropriate controls over financial reporting and safeguarding of assets. The Company has a strong internal audit function and is subject to regular internal audit reviews which, test the operation and integrity of this framework.

*Counterparty risk*

There are always risks arising from clients being unable to meet payment deadlines as they fall due, as well as subcontractors being unable to carry out work as agreed under contract. To mitigate these risks, procedures are in place to regularly analyse the financial status, credit history and integrity of all counterparties. The Company mitigates certain subcontractor risks through the use of parent company guarantees, bonds and subcontractor default insurances.

*Covid-19 risk*

The global Covid-19 pandemic gave rise to material health and safety, economic and financial uncertainties subsequent to the end of the year. Employee welfare remains our top priority and we acted decisively to ensure the safety of our teams. Our business reacted quickly to the changing environment and evolving employee welfare standards while operating under new protocols. In late March 2020, all of the Company's UK construction projects were shut-down due to the pandemic, with projects re-opening shortly thereafter, albeit at reduced productivity levels, under new health and safety protocols. Today, productivity levels have relatively returned to normal throughout the business; however, Covid-19 may continue to impact our operations, due to fluctuating levels of local infections and the related disruption, as well as any future changes in the Government restrictions on our operations.

The Covid-19 pandemic has had a significant economic impact on our clients and our supply chain and project costs have increased due to costs incurred from shutting and subsequently restarting projects with reduced productivity levels extending project durations. These costs are being assessed across the company; however, the ultimate amount recoverable is unknown.

Management assessed the economic impact of Covid-19 and estimates the overall financial effect to be a charge to the profit and loss of £130 million to £170 million, as a post balance sheet non adjusting cost. This is significant to the business; however, manageable. Importantly, the Multiplex group has not required any external funding to date and notwithstanding the charge to profit and loss, Multiplex's global secured and preferred workbook provides transparent, strong cash flow throughout 2021 and beyond, providing financial resilience for the business.

Approved by the board and signed on its behalf by:



**C Tuckett**  
Director

99 Bishopsgate, 2nd Floor  
London  
EC2M 3XD

17 December 2020

## **Directors' report**

The Directors present their report and the audited financial statements for the year ended 31 December 2019.

### **Principal activities**

The Company carries on business principally as a construction company.

### **Results and dividends**

The results for the year are set out on page 16. The Directors declared no dividend during the year (2018: £nil).

No dividends have been proposed after the reporting date.

### **Events after the reporting period**

For events after the reporting period refer to Note 19 on page 36.

### **Going concern basis**

The following factors have been considered by the Directors when assessing whether the financial statements should be prepared on a going concern basis:

- The cash balances available within the business
- The amount and quality of construction orders in hand
- The principal risks and uncertainties described in the Strategic report
- The forecasts for the business for the upcoming periods
- Brexit considerations described in the Strategic report
- Covid-19 considerations described in the Strategic report

In accordance with their responsibilities, the Directors have considered the appropriateness of the going concern basis, which has been used in the preparation of these financial statements. The Directors have no reason to believe that a material uncertainty exists that may cast significant doubt about the ability of the Company to continue as a going concern, despite the Covid-19 pandemic. The Directors have a reasonable expectation that the Company has adequate resources to continue in operational existence for at least the twelve month period from the signing of these accounts.

The length of time between the start of the Covid-19 pandemic and the date of this report gives the Directors increased confidence in the Company's going concern assessment and has avoided the need for judgemental estimations on how long reduced productivity on our projects might last. As lockdown measures have been re-introduced both regionally and nationally in the UK in October 2020, the government has shown a consistent view that construction is an essential service, and productivity levels on the Company's construction sites have not been significantly impacted.

As at the date of this report, the Company has not required any external funding or shareholder contributions in 2020.

Going forward, the Company's financial performance in 2020 is largely known at this point and the great majority of construction revenue and margin for 2021 has already been secured. Some of the cost saving measures taken during the pandemic will continue to have a positive impact on spending levels in the future. The Company has performed financial stress testing on its latest forecasts from the date of this report and even in adverse scenarios showing liquidity requirements the Company continues to have a range of funding options available to it. The Company forecasts the need to draw on short-term working capital support from its shareholders and continues to assess itself as a going concern under these scenarios.

## **Directors' Report (continued)**

### **Directors**

The Directors who served throughout the year, and subsequently, except where noted were:

G Assimakopoulos	(Appointed 25 August 2004, Resigned 8 June 2020)
A Muldoon	(Appointed 25 August 2004, Resigned 15 November 2019)
B Keenan	(Appointed 20 June 2011)
J Ballantyne	(Appointed 5 December 2018, Resigned 8 June 2020)
P Maguire	(Appointed 20 September 2017, Resigned 8 June 2020)
A Ridley-Barker	(Appointed 10 May 2018)
Z Hanif	(Appointed 8 June 2020)
C Tuckett	(Appointed 8 June 2020)

### **Disclosure of information to auditor**

The Directors who held office at the date of approval of this Directors' report confirm that, so far as they are each aware, there is no relevant audit information of which the Company's auditor is unaware; each Director has taken all the steps that he ought to have taken as a Director to make himself aware of any relevant audit information and to establish that the Company's auditor is aware of that information.

This confirmation is given and should be interpreted in accordance with the provisions of s418 of the Companies Act 2006.

### **Strategic report**

In accordance with s414A/C of the Companies Act 2006 (Strategic Report and Director's Report) Regulations 2013, the Directors have prepared the strategic report for the Company. The key elements of this report are:

#### *Future developments*

The future developments are disclosed in the 'Business review and future developments' section in the strategic report on page 4.

#### *Supplier engagement*

The Director's disclosure relating to supplier engagement is disclosed in the 'Section 172(1) statement' section, under the heading 'Corporate Responsibility and Environmental management' of the strategic report on pages 5 and 6.

#### *Financial risk management objectives and policies*

The financial risk management objectives and policies is disclosed in the 'Principal risks and uncertainties' section of the strategic report on pages 7 and 8.

#### *Use of financial instruments*

The use of financial instruments and the associated risks are disclosed in the 'Principal risks and uncertainties' section of the strategic report on pages 7 and 8.

#### *Employee engagement and disabled employees*

The Director's disclosure relating to employee engagement and disabled employees is disclosed in the 'Section 172(1) statement' section, under the heading 'Employees' of the strategic report on page 6.

**Directors' Report (continued)**

**Auditor**

A resolution for the re-appointment of Deloitte LLP as auditor of the Company is to be proposed at the Annual General Meeting.

Approved by the board and signed on its behalf by:



**C Tuckett**  
*Director*

99 Bishopsgate, 2<sup>nd</sup> Floor  
London  
EC2M 3XD

17 December 2020

## **Statement of Directors' responsibilities**

The Directors are responsible for preparing the annual report and the financial statements in accordance with applicable law and regulations.

Company law requires the Directors to prepare financial statements for each financial year. Under that law the Directors have elected to prepare the financial statements in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards and applicable law), including FRS 101 "Reduced Disclosure Framework. Under company law the Directors must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the Company and of the profit or loss of the Company for that period. In preparing these financial statements, the Directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and accounting estimates that are reasonable and prudent;
- state whether applicable UK Accounting Standards have been followed, subject to any material departures disclosed and explained in the financial statements; and
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the Company will continue in business.

The Directors are responsible for keeping adequate accounting records that are sufficient to show and explain the Company's transactions and disclose with reasonable accuracy at any time the financial position of the Company and enable them to ensure that the financial statements comply with the Companies Act 2006. They are also responsible for safeguarding the assets of the Company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

## **Independent auditor's report to the members of Multiplex Construction Europe Limited**

### **Report on the audit of the financial statements**

#### **Opinion**

In our opinion the financial statements of Multiplex Construction Europe Limited (the 'company'):

- give a true and fair view of the state of the company's affairs as at 31 December 2019 and of its loss for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice, including Financial Reporting Standard 101 "Reduced Disclosure Framework"; and
- have been prepared in accordance with the requirements of the Companies Act 2006.

We have audited the financial statements which comprise:

- the income statement
- the balance sheet;
- the statement of changes in equity; and
- the related notes 1 to 20.

The financial reporting framework that has been applied in their preparation is applicable law and United Kingdom Accounting Standards, including Financial Reporting Standard 101 "Reduced Disclosure Framework" (United Kingdom Generally Accepted Accounting Practice).

#### **Basis for opinion**

We conducted our audit in accordance with International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Our responsibilities under those standards are further described in the auditor's responsibilities for the audit of the financial statements section of our report.

We are independent of the company in accordance with the ethical requirements that are relevant to our audit of the financial statements in the UK, including the Financial Reporting Council's (the 'FRC's') Ethical Standard, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### **Conclusions relating to going concern**

We are required by ISAs (UK) to report in respect of the following matters where:

- the directors' use of the going concern basis of accounting in preparation of the financial statements is not appropriate; or
- the directors have not disclosed in the financial statements any identified material uncertainties that may cast significant doubt about the company's ability to continue to adopt the going concern basis of accounting for a period of at least twelve months from the date when the financial statements are authorised for issue.

We have nothing to report in respect of these matters.

#### **Other information**

The directors are responsible for the other information. The other information comprises the information included in the annual report, other than the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information and, except to the extent otherwise explicitly stated in our report, we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If we identify such material inconsistencies or apparent material misstatements, we are required to determine whether there is a material misstatement in the financial statements or a material misstatement of the other information. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact.

We have nothing to report in respect of these matters.



## **Independent auditor's report to the members of Multiplex Construction Europe Limited (continued)**

### **Responsibilities of Directors**

As explained more fully in the directors' responsibilities statement, the directors are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view, and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the directors are responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the company or to cease operations, or have no realistic alternative but to do so.

### **Auditor's responsibilities for the audit of the financial statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

A further description of our responsibilities for the audit of the financial statements is located on the FRC's website at: [www.frc.org.uk/auditorsresponsibilities](http://www.frc.org.uk/auditorsresponsibilities). This description forms part of our auditor's report.

### **Report on other legal and regulatory requirements**

#### **Opinions on other matters prescribed by the Companies Act 2006**

In our opinion, based on the work undertaken in the course of the audit:

- the information given in the directors' report for the financial year for which the financial statements are prepared is consistent with the financial statements; and
- the directors' report has been prepared in accordance with applicable legal requirements.

In the light of the knowledge and understanding of the company and its environment obtained in the course of the audit, we have not identified any material misstatements in the directors' report.

#### **Matters on which we are required to report by exception**

Under the Companies Act 2006 we are required to report in respect of the following matters if, in our opinion:

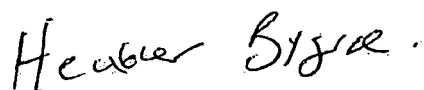
- adequate accounting records have not been kept, or returns adequate for our audit have not been received from branches not visited by us; or
- the financial statements are not in agreement with the accounting records and returns; or
- certain disclosures of Directors' remuneration specified by law are not made; or
- we have not received all the information and explanations we require for our audit.

We have nothing to report in respect of these matters.

**Independent auditor's report to the members of Multiplex Construction Europe Limited** *(continued)*

**Use of our report**

This report is made solely to the company's members, as a body, in accordance with Chapter 3 of Part 16 of the Companies Act 2006. Our audit work has been undertaken so that we might state to the company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's members as a body, for our audit work, for this report, or for the opinions we have formed.



Heather Bygrave, FCA (Senior statutory auditor)  
For and on behalf of Deloitte LLP  
Statutory Auditor  
St Albans, UK  
18 December 2020

## Income statement

for the year ended 31 December 2019

Year ended 31 December			
GBP Thousands	Note	2019	2018
Revenue		872,197	1,064,934
Direct costs		(860,420)	(1,022,370)
Construction margin		11,777	42,564
Other income		325	420
Finance costs		(360)	0
Administrative expenses		(20,230)	(24,752)
Depreciation		(5,564)	(271)
Net (loss)/profit before tax	5	(14,052)	17,961
Income tax expense	8	(141)	(5,356)
Net (loss)/profit		(14,193)	12,605

All activities relate to continuing operations.

There were no items of net (loss)/profit before tax and net (loss)/profit other than those stated above for either period and consequently no statement of other comprehensive income is presented.

**Balance Sheet**  
at 31 December 2019

As at 31 December			
GBP Thousands	Note	2019	2018
<b>Assets</b>			
<i>Current assets</i>			
Cash and cash equivalents		41,219	50,037
Trade and other receivables	11	339,062	395,943
<b>Total current assets</b>		<b>380,281</b>	<b>445,980</b>
<i>Non-current assets</i>			
Trade and other receivables	11	47,026	46,139
Property, plant and equipment	9	14,670	1,944
Deferred tax assets	10	8,577	7,975
<b>Total non-current assets</b>		<b>70,273</b>	<b>56,058</b>
<b>Total assets</b>		<b>450,554</b>	<b>502,038</b>
<b>Liabilities</b>			
<i>Current liabilities</i>			
Trade and other payables	12	(282,988)	(313,287)
Provisions	13	(6,647)	(8,425)
<b>Total current liabilities</b>		<b>(289,635)</b>	<b>(321,712)</b>
<i>Non-current liabilities</i>			
Trade and other payables	12	(81,829)	(88,376)
Provisions	13	(3,883)	(2,550)
<b>Total non-current liabilities</b>		<b>(85,712)</b>	<b>(90,926)</b>
<b>Total liabilities</b>		<b>(375,347)</b>	<b>(412,638)</b>
<b>Equity</b>	16	<b>(75,207)</b>	<b>(89,400)</b>

The financial statements of Multiplex Construction Europe Limited, registered number 03808946, were approved by the board of Directors on 17 December 2020 and were signed on its behalf by:



C Tuckett  
Director

## Statement of changes in equity

For the year ended 31 December 2019

	Share Capital	(Accumulated losses)	Total
As at 1 January 2019	111,839	(22,439)	89,400
Net loss and other comprehensive loss	-	(14,193)	(14,193)
As at 31 December 2019	111,839	(36,632)	75,207

For the year ended 31 December 2018

GBP Thousands	Note	Share Capital	(Accumulated losses)/ Retained Earnings	Total
As at 1 January 2018		111,839	14,097	125,936
IFRS 15 Adjustment	2	-	(50,591)	(50,591)
Net profit		-	12,605	12,605
Capital contribution		-	1,450	1,450
Total comprehensive income		-	(36,536)	(36,536)
As at 31 December 2018		111,839	(22,439)	89,400

## Notes

(forming part of the financial statements)

### 1. General information

Multiplex Construction Europe Limited ("the Company") is principally involved in the construction of commercial, healthcare and residential buildings within the UK. The Company is a private limited liability company limited by shares incorporated in England and Wales and domiciled in the UK. The address of its registered office is 99 Bishopsgate, 2nd Floor, London EC2M 3XD.

### 2. Adoption of new and revised standards

The Company meets the definition of a qualifying entity under FRS 100 'Application of Financial Reporting Requirements' issued by the Financial Reporting Council. Accordingly, in the year ended 31 December 2019 the Company has undergone transition from reporting under IFRS Standards adopted by the European Union to FRS 101 'Reduced Disclosure Framework'. This transition is considered to have had no material effect on the financial statements.

In the current year, the Company has applied a number of amendments to IFRS Standards and Interpretations issued by the International Accounting Standards Board (IASB) that are effective for an annual period that begins on or after 1 January 2019. Their adoption has not had any material impact on the disclosures or on the amounts reported in these financial statements.

IFRIC 23	Uncertainty over Income Tax Treatments
Amendments to IFRS 9 (Oct 2017)	Prepayment Features with Negative Compensation
Annual Improvements to IFRS Standards 2015-2017 Cycle (Dec 2017)	Annual Improvements to IFRSs: 2015-17 Cycle

#### IFRS 16 Leases

IFRS 16, *Leases* ("IFRS 16"), sets out the principles for the recognition, measurement, presentation and disclosure of leases for both lessees and lessors. It replaces IAS 17 *Leases* and IFRIC 4 *Determining whether an arrangement contains a lease*. The most significant changes are in relation to lessee accounting. Under the new standard, the concept of assessing a lease contract as either operating or financing is replaced by a single lessee accounting model. Under this new model, substantially all lease contracts will result in a lessee acquiring a right-of-use asset (ROU asset) and creating a corresponding lease liability. The asset will be depreciated over the term of the lease and the interest on the financing liability will be charged over the same period.

The Company has adopted IFRS 16, using the modified retrospective method in line with its transitional provisions, whereby any transitional impact is recorded in equity as at January 1, 2019, and comparative periods are not restated. The adoption of IFRS 16 did not have any impact on equity. The objective of IFRS 16 is to report information that (a) faithfully represents lease transactions and (b) provides a basis for users of financial statements to assess the amount, timing and uncertainty of cash flows arising from leases.

Upon transition, the Company has applied the following practical expedients on a lease-by-lease basis.

- Not to reassess whether a contract is, or contains, a lease at the date of initial application for any contracts that were previously identified as a lease when applying IAS 17 and IFRIC 4.
- To account for operating leases with a remaining term of less than 12 months upon transition as short-term leases;
- To use hindsight to assess valuation adjustments and assumptions rather than reconstructing the accounting based on the original assessment at the inception of the lease;
- To measure the right-of-use assets at an amount equal to the lease liabilities, adjusted for any prepaid or accrued lease payments as well as the amount of any provision for onerous leases under IAS 37;
- To exclude any initial direct costs from the measurement of the right-of-use asset; and
- To discount lease liabilities using the Company's incremental borrowing rate in the region where the lease exists, in line with the portfolio approach practical expedient.

The adoption of IFRS 16 resulted in the recognition of lease liabilities that are recorded in other payables and accruals of £12.4 million (discounted at a weighted average rate of 2.42%) and right-of-use assets that are classified as property, plant, and equipment of £12.2 million. The difference of £0.2 million between the right-of-use assets and lease liability at adoption is due to lease incentives and prepaid lease payments.

The adoption of IFRS 16 resulted in a reduction in cost of sales of £3.4m, £1.5m reduction in overheads and an increase of £5.1m in depreciation and increase of £0.4m in interest expense in 2019.



## Notes (continued)

### 2. Adoption of new and revised standards (continued)

#### IFRS 15

IFRS 15, *Revenue from Contracts with Customers* ("IFRS 15"), specifies how and when revenue should be recognised as well as requiring additional disclosures about the nature, amount, timing and uncertainty of revenues and cash flows arising from customer contracts. IFRS 15 supersedes IAS 18, *Revenue*, IAS 11, *Construction Contracts* ("IAS 11"), and a number of revenue related interpretations. The revised accounting policy is documented in note 3.

The Group adopted IFRS 15 on 1 January 2018 using the modified retrospective approach, whereby comparative prior periods have not been adjusted. This resulted in a cumulative catch-up adjustment of £50.6m being recognised as a reduction in opening retained earnings as if the standard had always been in effect. Comparative information prior to 2018 has not been restated and continues to be reported under the accounting standards in effect for those periods.

As identified under IFRS 15, the performance obligations relating to construction projects are satisfied over time. Management has chosen the input method for measuring the progress of performance completion. Accordingly, a modified percentage of completion method has been elected to measure progress and determine when revenue should be recognised, aligned with how the Group's efforts are expended throughout the performance period. The impact of adopting IFRS 15 has been an increase of £22.5m of revenue in the period to 31 December 2018

The Balance Sheet adjustments include opening balance adjustments to work in progress, trade and other receivables and deferred tax assets. These adjustments arose due to the impact of changes to the revenue recognition criteria.

The consolidated impact of IFRS 15 in the prior period compared to the previous standard is disclosed below.

#### Income Statement impact

The table below reverses the opening IFRS 15 adjustment and the difference in the period to 31 December 2018 as a result of adopting IFRS 15, to give the Income Statement comparative under IAS 11:

GBP Thousands	2018 (under IFRS 15)	IFRS 15 Adjustments	2018 (under IAS 11)
Revenue	1,064,934	(22,534)	1,042,400
Gross Profit	42,564	(22,534)	20,030
Profit before tax	17,961	(22,534)	(4,573)
Tax	(5,356)	4,281	(1,075)
Profit after tax	12,605	(18,253)	(5,648)

The breakdown of the nature of the £18.3 million adjustment on adoption of IFRS 15 is as follows:

Item description	Notes	£m
Derecognition of variable consideration	i	1.7
Modified percentage completion method	ii	5.0
Other	iii	11.6
		<u>18.3</u>

i) Prior to 1 January 2018, Multiplex accounted for revenue following IAS 11, *Construction Contracts*, (IAS 11). Under IAS 11, contract revenue was recognised to the extent that it was probable, including variable consideration.

Upon adoption of IFRS 15, revenue is only able to be recognised if it meets the highly probable threshold, a notably higher hurdle, which resulted in certain amounts of previously recognised variable consideration (under IAS 11) no longer being recognised (under IFRS 15).

ii) Under IFRS 15, the performance obligations relating to construction projects are satisfied over time. Accordingly, a modified percentage of completion method was elected to measure progress and determine when revenue should be recognised. This differed from the previous straight-line percentage of completion method of input utilised under IAS 11.

iii) Other balances recognised include: (i) multiple stage contracts, i.e. Pre-construction Services Agreements / Early Contractual Instructions / Letters of Intent / Main Works which were eligible for recognition under IAS 11; however, not under IFRS 15 and (ii) uninstalled materials which were permitted to be included in contract costs to date under IAS 11 but not in adoption and application of IFRS 15.

## Notes (continued)

### 2. Adoption of new and revised standards (continued)

#### Balance Sheet impact

The table below shows the reversal of the opening IFRS 15 adjustment and the period difference in the Income Statement to disclose the 31 December 2018 Balance Sheet under IAS 11:

GBP Thousands	2018 (under IFRS 15)	IFRS 15 Adjustments	Recognise FY 18	
			SOCI IFRS 15 Adjustments	2018 (under IAS 11)
<b>Current assets</b>				
Cash and cash equivalents	50,037	-	-	50,037
Trade and other receivables	395,943	26,323	(8,989)	413,277
<b>Total current assets</b>	<b>445,980</b>	<b>26,323</b>	<b>(8,989)</b>	<b>463,314</b>
<b>Non-current assets</b>				
Trade and other receivables	46,139	-	-	46,139
Property, plant and equipment	1,944	-	-	1,944
Deferred tax assets	7,975	(11,867)	4,281	389
<b>Total non-current assets</b>	<b>56,058</b>	<b>(11,867)</b>	<b>4,281</b>	<b>48,472</b>
<b>Total assets</b>	<b>502,038</b>	<b>14,456</b>	<b>(4,708)</b>	<b>511,786</b>
<b>Current liabilities</b>				
Trade and other payables	(313,287)	36,136	(13,545)	(290,696)
Provisions	(8,425)	-	-	(8,425)
<b>Total current liabilities</b>	<b>(321,712)</b>	<b>36,136</b>	<b>(13,545)</b>	<b>(299,121)</b>
<b>Non-current liabilities</b>				
Trade and other payables	(88,376)	-	-	(88,376)
Provisions	(2,550)	-	-	(2,550)
<b>Total non-current liabilities</b>	<b>(90,926)</b>	<b>-</b>	<b>-</b>	<b>(90,926)</b>
<b>Total liabilities</b>	<b>(412,638)</b>	<b>36,136</b>	<b>(13,545)</b>	<b>(390,047)</b>
<b>Net assets</b>	<b>89,400</b>	<b>50,592</b>	<b>(18,253)</b>	<b>121,739</b>
<b>Total equity</b>	<b>89,400</b>	<b>50,592</b>	<b>(18,253)</b>	<b>121,739</b>

The breakdown of the nature of the IFRS 15 adjustment is as follows:

Item description	Notes	£m
Derecognition of variable consideration	i	31.5
Modified percentage completion method	ii	14.0
Other	iii	5.1
		<u>50.6</u>

i) Prior to 1 January 2018, Multiplex accounted for revenue following IAS 11, *Construction Contracts*, (IAS 11). Under IAS 11, contract revenue was recognised to the extent that it was probable, including variable consideration.

Upon adoption of IFRS 15, revenue is only able to be recognised if it meets the highly probable threshold, a notably higher hurdle, which resulted in certain amounts of previously recognised variable consideration (under IAS 11) no longer being recognised (under IFRS 15).

ii) Under IFRS 15, the performance obligations relating to construction projects are satisfied over time. Accordingly, a modified percentage of completion method was elected to measure progress and determine when revenue should be recognised. This differed from the previous straight line percentage of completion method of input utilised under IAS 11.

iii) Other balances recognised include: (i) multiple stage contracts, i.e. Pre-construction Services Agreements / Early Contractual Instructions / Letters of Intent / Main Works which were eligible for recognition under IAS 11; however, not under IFRS 15 and (ii) uninstalled materials which were permitted to be included in contract costs to date under IAS 11 but not in adoption and application of IFRS 15.

## Notes (continued)

### 3. Significant accounting policies

#### *Basis of accounting*

As permitted by FRS 101, the Company has taken advantage of the disclosure exemptions available under that standard in relation to:

- the requirements of paragraphs 45(b) and 46 to 52 of IFRS 2 Share-based Payments;
- the requirements of IFRS 7 Financial Instruments: Disclosures;
- the requirements of the second sentence of paragraph 110 and paragraphs 113(a), 114, 115, 118, 119(a) to (c), 120 to 127 and 129 of IFRS 15 Revenue from Contracts with Customers;
- the requirements of paragraph 52, the second sentence of paragraph 89, and paragraphs 90, 91 and 93 of IFRS 16 Leases;
- The requirement in paragraph 38 of IAS 1 Presentation of Financial Statements to present comparative information in respect of:
  - paragraph 79(a)(iv) of IAS 1;
- The requirements of paragraphs 10(d), 10(f), 16, 38A, 38B, 38C, 38D, 40A, 40B, 40C, 40D, 111 and 134 to 136 of IAS 1 Presentation of Financial Statements;
- The requirements of IAS 7 Statement of Cash Flows;
- The requirements of paragraphs 30 and 31 of IAS 8 Accounting Policies, Changes in Accounting Estimates and Errors;
- the requirements of paragraphs 17 and 18A of IAS 24 Related Party Disclosures;
- the requirements in IAS 24 Related Party Disclosures to disclose related party transactions entered into between two or more members of a group
- The requirements of paragraphs 130(f)(iii), 130(f)(iii), 134(d) to 134(f) and 135(c) to 135(e) of IAS 36 Impairment of Assets

Where relevant, equivalent disclosures have been given in the group accounts of Multiplex Europe Limited.

The financial statements have been prepared on the historical cost basis. The principal accounting policies are set out below and have, unless otherwise stated, been applied consistently throughout the current year and preceding period.

The preparation of financial statements in conformity with FRS 101 requires the use of certain critical accounting estimates. It also requires management to exercise its judgement in the process of applying the Company's accounting policies. The areas involving a higher degree of judgement or complexity are disclosed in note 4.

The financial statements are expressed in pounds sterling, which is the functional currency of the Company.

#### *Going concern*

The following factors have been considered by the Directors when assessing whether the financial statements should be prepared on a going concern basis:

- The cash balances available within the business
- The amount and quality of construction orders in hand
- The principal risks and uncertainties described in the Strategic report
- The forecasts for the business for the upcoming periods
- Brexit considerations described in the Strategic report
- Covid-19 considerations described in the Strategic report

In accordance with their responsibilities, the Directors have considered the appropriateness of the going concern basis, which has been used in the preparation of these financial statements. The Directors have no reason to believe that a material uncertainty exists that may cast significant doubt about the ability of the Company to continue as a going concern, despite the Covid-19 pandemic. The Directors have a reasonable expectation that the Company has adequate resources to continue in operational existence for at least the twelve month period from the signing of these accounts.

The length of time between the start of the Covid-19 pandemic and the date of this report gives the Directors increased confidence in the Company's going concern assessment and has avoided the need for judgemental estimations on how long reduced productivity on our projects might last. As lockdown measures have been re-introduced both regionally and nationally in the UK in October 2020, the government has shown a consistent view that construction is an essential service, and productivity levels on the Company's construction sites have not been significantly impacted.

## Notes (continued)

### 3. Significant accounting policies (continued)

As at the date of this report, the Company has not required any external funding or shareholder contributions in 2020.

Going forward, the Company's financial performance in 2020 is largely known at this point and the great majority of construction revenue and margin for 2021 has already been secured. Some of the cost saving measures taken during the pandemic will continue to have a positive impact on spending levels in the future. The Company has performed financial stress testing on its latest forecasts from the date of this report and even in adverse scenarios showing liquidity requirements the Company continues to have a range of funding options available to it. The Company forecasts the need to draw on short-term working capital support from its shareholders and continues to assess itself as a going concern under these scenarios.

#### Foreign currency

The individual financial statements are presented in pounds sterling being the currency of the company's primary economic environment in which the entity operates (its functional currency).

In preparing the financial statements, transactions in currencies other than the entity's functional currency are recorded at foreign currency rates prevailing at the dates of the transactions. At each reporting date, monetary items denominated in foreign currencies are translated at the rates prevailing at the reporting date. Non-monetary items carried at fair value that are denominated in foreign currencies are translated at the rates prevailing at the date when the fair value was determined. Non-monetary items that are measured in terms of historical cost in a foreign currency are not translated.

Foreign currency exchange differences are recognised in the income statement in the period in which they arise.

#### Revenue recognition and Construction Contracts

Variable consideration revenue is recognised to the extent that it is highly probable that a significant reversal in the amount of revenue recognised will not occur when the uncertainty associated with the variable consideration is subsequently resolved.

Contract modifications and claims are recognised to the extent that customers have agreed the modifications and claims. Revenue recognition without customer approval is permitted, depending on the fact pattern.

As the purpose of the head contract of a construction project is to produce an integrated product with inter-related goods/services, most contracts are treated as one performance obligation. Progress billings are issued and settled monthly for work performed as is standard in the industry which does not necessarily correlate to the satisfaction of performance obligations.

A consistent revenue recognition method to be used for contracts and performance obligations with similar characteristics. Management has chosen the input method for measuring the progress of performance completion. Multiplex is a contractor with a focus on large-scale, complex building projects. Generally all contracts are long-term construction contracts and the performance obligation is deemed to be satisfied over time.

Recognition using the input method to recognise revenue requires using an appropriate approach that matches the entity's efforts to the satisfaction of a performance obligation.

Management has chosen to adopt a modified percentage of completion input method compared to the previous percentage of completion input method to better align with how the entity's efforts are expended throughout the performance period. Under the new modified percentage of completion method, the transaction price is recognised on a deferred basis.

The deferral reflects the uncertainty of earnings in a project and more accurately depicts Multiplex's performance and delivery of the performance obligations as the project progresses. In forming the view on the most appropriate amount to defer, management assessed the historical project lifecycles and financial performance of every construction project that it had undertaken in the prior ten years.

This also better aligns with how a construction project's risk is managed. As a project progresses, risk is reduced and more profit is recognised, this results in a reduced level of profit recognised earlier in a project and an increased level later in the life of a project. There is no impact in the total amount of revenue recognised over the life of a project.

## Notes (continued)

### 3. Significant accounting policies (continued)

The Directors will review the modified percentage of completion on a regular basis.

The company recognises revenue following the same policy for contract modifications where the scope of work has been agreed and accounting for variations in the transaction price where the price is not agreed, unapproved revenue, is recognised when it is highly probable. Contract variations are recognised under IFRS 15 to the extent that they are approved (in writing or orally) and generally the price of such variations is agreed with clients. Through the normal course of operations, contract variations are requested by clients, resulting in approval of the scope of the variation (written, oral or implied by business practice). This approval is generally obtained in advance of work commencing on the variation requirements and the recognition of the related costs and revenue.

Revenue related to variable consideration is only recognised to the extent that it is highly probable that a significant reversal in the amount of revenue recognised will not occur when the uncertainty associated with the variable consideration is subsequently resolved. Claims are accounted for as variable consideration only when it is highly probable that revenue will not reverse in the future.

Recognition of variable consideration requires a significant judgement. Recognition is based on the outcomes Multiplex expects to achieve and is regularly assessed. The entity applies the principle of prudence when making this judgement, whereby identifiable and measurable risks to revenue are recognised as soon as reasonably possible and income relating to reward is often deferred until there is a high level certainty of the successful outcome of the performance obligation. The judgement applied to this assessment is supported by the level of experience of management in delivering projects, their experience in accounting for the numerous and varied prior projects and the processes in place to identify and mitigate issues promptly

Where the outcome of the construction contract cannot be estimated reliably, contract revenue is recognised to the extent of contract costs incurred that it is highly probable will be recoverable. Contract costs are recognised as expenses in the period in which they are incurred. When it is probable that total contract costs will exceed total contract revenue, the expected loss is recognised as an expense immediately. The Company presents as an asset the gross amount due from customers for contract work for all contracts in progress for which costs incurred plus recognised profits (less recognised losses) exceed progress billings.

Progress billings not yet paid by customers and retentions are included within 'trade receivables' as shown in Note 11. The Company presents as a liability detailed in Note 12, the gross amount due to customers for contract work for all contracts in progress for which progress billings exceed costs incurred plus recognised profits (less recognised losses).

Multiplex's construction contracts portfolio consists of contracts located in the UK, and are generally large-scale, complex projects. The nature of these contracts, timing, and uncertainty of revenue and cash flows is broadly affected by the same economic factors.

#### Leases

As a lessee, the Company assesses whether a contract is or contains a lease, at inception of the contract. The Company recognises a right-of-use asset and a corresponding lease liability with respect to all lease arrangements in which it is the lessee, except for short-term leases (defined as leases with a lease term of 12 months or less) and leases of low value assets (such as tablets and personal computers, small items of office furniture and telephones).

For these leases, the Company recognises the lease payments as an operating expense on a straight-line basis over the term of the lease unless another systematic basis is more representative of the time pattern in which economic benefits from the leased assets are consumed.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted by using the rate implicit in the lease. If this rate cannot be readily determined, the Company uses its incremental borrowing rate of 2.42%.

Lease payments included in the measurement of the lease liability comprise:

- Fixed lease payments (including in-substance fixed payments), less any lease incentives receivable;
- Variable lease payments that depend on an index or rate, initially measured using the index or rate at the commencement date;
- The amount expected to be payable by the lessee under residual value guarantees;
- The exercise price of purchase options, if the lessee is reasonably certain to exercise the options; and
- Payments of penalties for terminating the lease, if the lease term reflects the exercise of an option to terminate the lease

## Notes (continued)

### 3. Significant accounting policies (continued)

The lease liability is subsequently measured by increasing the carrying amount to reflect interest on the lease liability (using the effective interest method) and by reducing the carrying amount to reflect the lease payments made.

The Company re-measures the lease liability (and makes a corresponding adjustment to the related right-of-use asset) whenever:

- The lease payments change due to changes in an index or rate or a change in expected payment under a guaranteed residual value, in which cases the lease liability is re-measured by discounting the revised lease payments using an unchanged discount rate (unless the lease payments change is due to a change in a floating interest rate, in which case a revised discount rate is used);
- A lease contract is modified and the lease modification is not accounted for as a separate lease, in which case the lease liability is re-measured based on the lease term of the modified lease by discounting the revised lease payments using a revised discount rate at the effective date of the modification;
- The lease term has changed or there is a significant event or change in circumstances resulting in a change in the assessment of exercise of a purchase option, in which case the lease liability is remeasured by discounting the revised lease payments using a revised discount rate.

The right-of-use assets comprise the initial measurement of the corresponding lease liability, lease payments made at or before the commencement day, less any lease incentives received and any initial direct costs. They are subsequently measured at cost less accumulated depreciation and impairment losses.

Whenever the Company incurs an obligation for costs to dismantle and remove a leased asset, restore the site on which it is located or restore the underlying asset to the condition required by the terms and conditions of the lease, a provision is recognised and measured under IAS 37. To the extent that the costs relate to a right-of-use asset, the costs are included in the related right-of-use asset, unless those costs are incurred to produce inventories.

Right-of-use assets are depreciated over the shorter period of lease term and useful life of the underlying asset. If a lease transfers ownership of the underlying asset or the cost of the right-of-use asset reflects that the Company expects to exercise a purchase option, the related right-of-use asset is depreciated over the useful life of the underlying asset. The depreciation starts at the commencement date of the lease.

The right-of-use assets are presented within the property, plant and equipment line in the balance sheet.

#### Taxation

The tax expense represents the sum of the tax currently payable and deferred tax. Current tax and deferred tax is calculated using tax rates that have been enacted or substantively enacted by the reporting date.

#### Deferred Tax

Deferred tax is the tax expected to be payable or recoverable on differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit, and is accounted for using the balance sheet liability method. Deferred tax liabilities are generally recognised for all taxable temporary differences and deferred tax assets are recognised to the extent that it is probable that taxable profits will be available against which deductible temporary differences can be utilised.

Such assets and liabilities are not recognised if the temporary difference arises from the initial recognition of goodwill or from the initial recognition (other than in a business combination) of other assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit.

Deferred tax liabilities are recognised for taxable temporary differences arising on investments in subsidiaries and associates, and interests in joint ventures, except where the Company is able to control the reversal of the temporary difference and it is probable that the temporary difference will not reverse in the foreseeable future. The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered.

Deferred tax is calculated at the tax rates that are expected to apply in the period when the liability is settled or the asset is realised based on tax laws and rates that have been enacted or substantially enacted at the reporting date. Deferred tax is charged or credited in the income statement, except when it relates to items charged or credited in other comprehensive income, in which case the deferred tax is also dealt with in other comprehensive income. Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when they relate to income taxes levied by the same taxation authority and the Company intends to settle its current tax assets and liabilities on a net basis.

## Notes (continued)

### 3. Significant accounting policies (continued)

#### *Property, plant and equipment*

All property, plant and equipment, including leasehold improvements, are stated at historical cost less accumulated depreciation and any accumulated impairment losses. Historical cost includes expenditure that is directly attributable to the acquisition of the items.

Costs are recognised as assets only when it is probable that future economic benefit associated with the item will flow to the Company and the cost of the item can be measured reliably. Repairs and maintenance are charged to the income statement during the financial period in which they are incurred.

All property, plant and equipment is depreciated using the straight-line method to allocate the historical cost, less estimated residual value, over the estimated useful life, as follows:

• Furniture, fittings and equipment	3 – 6 years
• Leasehold improvements	Period of lease
• Software	5 years
• Right of use assets	Period of lease

The gain or loss arising on the disposal or retirement of an item of property, plant and equipment is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognised in the income statement. Assets that are subject to depreciation are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount.

#### *Non-derivative financial instruments*

Non-derivative financial instruments comprise inventories, trade receivables, cash and cash equivalents, trade payables and interest bearing loans and borrowings.

#### *Trade Receivables*

Trade receivables are recognised initially at fair value and subsequently measured at amortised cost using the effective interest method, less provision for impairment. An impairment charge of trade receivables is established when there is objective evidence that the Company will not be able to collect all amounts due according to the original terms of the receivables. The amount of any impairment is the difference between the asset's carrying amount and the present value of estimated future cash flows, discounted at the effective interest rate. The amount of impairments are recognised in the income statement in the period they are realised.

#### *Accrued income*

Trade payables are recognised initially at fair value and subsequently measured at amortised cost using the effective interest method.

#### *Cash and cash equivalents*

Cash and cash equivalents includes cash in hand, deposits held on call with banks, and other short-term highly liquid investments with original maturities of three months or less.

#### *Trade Payables*

Trade payables are recognised initially at fair value and subsequently measured at amortised cost using the effective interest method.

#### *Interest bearing loans and borrowings*

Interest bearing bank loans and overdrafts and other borrowings are recognised initially at amortised cost less attributable transaction costs. All borrowings are subsequently stated at amortised cost with the difference between initial net proceeds and redemption value recognised in the income statement over the period to redemption.

#### *Provisions for liabilities*

A provision is recognised in the statement of financial position when the Company has a present legal or constructive obligation as a result of a past event, and where it is probable that an outflow will be required to settle the obligation.

#### *Construction Margin*

Construction margin is a non-IFRS measure utilised by management of the business to assess the in period profitability of its construction projects. Construction margin excludes administrative expenses.



## Notes (continued)

### 3. Significant accounting policies (continued)

#### *Bid and pre-contract expenditure*

Costs incurred pre-contract and as part of bid preparation are deferred to the extent they can be identified separately and measured reliably and it is probable that the contract will be obtained. Deferred amounts are carried as an asset within trade and other receivables on the statement of financial position. Carrying amounts are reviewed on a regular basis to determine what amounts, if any, are no longer recoverable. Amounts not considered recoverable are charged to the income statement immediately.

When a contract is won, the total deferred expenditure is accounted for in accordance with the accounting treatment for construction contracts.

#### *Employee benefits*

##### Pension obligations

Payments to defined contribution retirement benefit schemes are charged as an expense as they fall due. Payments made to state-managed retirement benefit schemes are dealt with as payments to defined contribution schemes where the Company's obligations under the schemes are equivalent to those arising in a defined contribution retirement benefits scheme.

### 4. Critical accounting estimates and judgements

The preparation of the financial statements in conformity with the International Financial Reporting Standards requires management to make judgements, estimates and assumptions that affect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

#### Critical judgements

##### *Construction contracts*

Recognition of revenue and estimation of costs on construction contracts are a key judgement for Multiplex. Management has chosen the input method for measuring the progress of performance completion. Multiplex is a contractor with a focus on large-scale, complex building projects. Generally all contracts are long-term construction contracts and the performance obligation is deemed to be satisfied over time.

Recognition using the input method to recognise revenue requires using an appropriate approach that matches the entity's efforts to the satisfaction of a performance obligation. Management has chosen to adopt a modified percentage of completion input method compared to the previous percentage of completion input method to better align with how the entity's efforts are expended throughout the performance period.

Under the modified percentage of completion method, the transaction price is recognised on a deferred basis.

The deferral reflects the uncertainty of earnings in a project and more accurately depicts Multiplex's performance and delivery of the performance obligations as the project progresses. In forming the view on the most appropriate amount to defer, management assessed the historical project lifecycles and financial performance of every construction project that it had undertaken in the prior ten years. This aligns with how a construction project's risk is managed. As a project progresses, risk is reduced and more profit is recognised, this results in a reduced level of profit recognised earlier in a project and an increased level later in the life of a project. There is no impact in the total amount of revenue recognised over the life of a project.

Multiplex review the modified percentage of completion every six years, no review was required during the 2019 period.

The company recognises revenue following the same policy for contract modifications where the scope of work has been agreed and accounting for variations in the transaction price where the price is not agreed, unapproved revenue, is recognised when it is highly probable. Contract variations are recognised to the extent that they are approved (in writing or orally) and generally the price of such variations is agreed with clients. Through the normal course of operations, contract variations are requested by clients, resulting in approval of the scope of the variation (written, oral or implied by business practice). This approval is generally obtained in advance of work commencing on the variation requirements and the recognition of the related costs and revenue.

Variable consideration is only recognised to the extent that it is highly probable that a significant reversal in the amount of revenue recognised will not occur when the uncertainty associated with the variable consideration is subsequently resolved. Claims are accounted for as variable consideration only when it is highly probable that revenue will not reverse in the future.

**Notes** *(continued)*

**4. Critical accounting estimates and judgements** *(continued)*

Significant judgement is applied to the administration of construction contracts. Identifiable and measurable risks to revenue are recognised as soon as reasonably possible and income relating to reward is often deferred until there is a high level certainty of the successful outcome of the performance obligation. The judgement applied to this assessment is supported by the level of experience of management in delivering projects, their experience in accounting for the numerous and varied prior projects and the processes in place to identify and mitigate issues promptly.

Key sources of estimation uncertainty

Project profitability is a key source of estimation uncertainty that Multiplex manages. Project profitability is estimated at a project's inception based on the agreed contract value with the client and the budgeted total costs. Profitability is then reviewed and reassessed on a regular basis including assessing any sensitivities around project profitability on a contract-by-contract basis. Unapproved variation revenue is recognised where it is highly probable that the revenue will be certified by the client and approved. Claim recoveries against clients are booked when:

- negotiations have reached an advanced stage such that it is highly probable that the client will accept the claim; and
- the amount can be measured reliably.

The key requirement that must be met for claim recoveries against other third parties are the same as those listed above for claims against clients. Where the matters are in dispute, the test of probability is normally obtained in the form of a legal opinion and/or independent expert's opinion. Legal fees are capitalised in relation to claim recoveries where they are considered recoverable. Costs are recognised on a commitment basis for trade costs, and a forecast basis for other costs. Unapproved variations from subcontractors are recognised where it is probable that the Company will be liable to incur the costs.

## Notes (continued)

### 5. Net (loss)/profit before tax

Year ended 31 December		
GBP Thousands	2019	2018
Net profit before tax is stated after charging:		
Fees payable to the auditor and their associates in respect of:		
- Audit of these financial statements	69	55
- Audit of UK group reporting to parent company	181	190
Depreciation charge for the year	5,564	271
Short term/Operating lease rentals	124	6,831
Foreign exchange gains and losses	8	5

### 6. Remuneration of Directors

#### Directors remuneration:

Year ended 31 December		
GBP Thousands	2019	2018
Directors' emoluments	2,813	2,413
Pension contributions to money purchase pension schemes	52	59
	2,865	2,472

#### Highest paid director:

Year ended 31 December		
GBP Thousands	2019	2018
Directors' emoluments	597	415
Pension contributions to money purchase pension schemes	10	10
	607	425

### 7. Staff numbers and costs

The average number of persons employed by the Company (including UK Directors) during the year was 854 (2018: 929). All staff employed are involved in construction services, with certain administration services provided by another group company.

The aggregate payroll costs of these persons were as follows:

Year ended 31 December		
GBP Thousands	2019	2018
Wages and salaries	75,813	76,179
Social security costs	8,957	7,288
Employer's pension contributions	5,059	3,643
	89,829	87,110

**Notes** (continued)

**8. Taxation**

Year ended 31 December		
GBP Thousands	<b>2019</b>	<b>2018</b>
<b>Recognised in the Income statement</b>		
<i>Current tax expense</i>		
Amount payable/(receivable) in respect of group relief in current year	-	(743)
Adjustment in respect of current income tax of prior years	<b>743</b>	<b>33</b>
	<b>743</b>	<b>(710)</b>
<i>Deferred tax expense</i>		
Origination and reversal of temporary differences and tax losses	-	6,231
Adjustment in respect of deferred income tax of prior years	<b>(602)</b>	<b>(165)</b>
	<b>(602)</b>	<b>6,066</b>
Total tax charge in income statement	<b>141</b>	<b>5,356</b>
<b>Reconciliation of effective tax rate:</b>		
As at 31 December		
GBP Thousands	<b>2019</b>	<b>2018</b>
(Loss)/Profit before tax	<b>(14,052)</b>	<b>17,961</b>
Tax using the UK corporation tax rate of 19.00% (2018:19.00%)	<b>(2,670)</b>	<b>3,412</b>
Tax effect of amounts which are not deductible in calculating taxable income:		
Permanent differences	<b>24</b>	<b>354</b>
Imputed interest income	<b>474</b>	<b>617</b>
Group relief for nil consideration	<b>2,175</b>	<b>208</b>
Adjustment in respect of current income tax of prior years	<b>138</b>	<b>(133)</b>
Rate difference	-	898
Total tax charge in income statement	<b>141</b>	<b>5,356</b>

The Finance (No.2) Act 2015, which provided for reductions in the main rate of corporation tax to 19% from 1 April 2017, was followed by the Finance Act 2016, which proposed a further reduction in the rate to 17% effective from 1 April 2020. This rate reduction to 17% was subsequently cancelled by virtue of a Budget Resolution which was substantively enacted on 17 March 2020, and the corporate tax rate will therefore remain at 19% for the year commencing 1 April 2020. The deferred tax asset as at 31 December 2019 has been calculated at 17%, reflecting the tax rate which was substantively enacted at the balance sheet date. The deferred tax asset is expected to be utilised against future taxable profits.

**Notes** (continued)

**9. Property, plant and equipment and Right of use assets**

As at 31 December		
GBP Thousands	<b>2019</b>	<b>2018</b>
<b>Leasehold improvements</b>		
Cost - opening balance	<b>1,167</b>	103
Additions	<b>248</b>	1,188
Disposals and impairments	-	(124)
Cost at the end of the period	<b>1,415</b>	1,167
Depreciation - opening balance	<b>(38)</b>	(44)
Depreciation charge for the year	<b>(277)</b>	(62)
Disposals and impairments	-	68
Accumulated amortisation at the end of the period	<b>(315)</b>	(38)
Net book value at the end of the period	<b>1,100</b>	1,129
As at 31 December		
GBP Thousands	<b>2019</b>	<b>2018</b>
<b>Furniture, fittings &amp; equipment</b>		
Cost - opening balance	<b>1,813</b>	1,343
Additions	<b>729</b>	574
Disposals and impairments	-	(104)
Cost at the end of the period	<b>2,541</b>	1,813
Depreciation - opening balance	<b>(997)</b>	(830)
Depreciation charge for the year	<b>(169)</b>	(209)
Disposals and impairments	-	42
Accumulated depreciation at the end of the period	<b>(1,166)</b>	(997)
Net book value at the end of the period	<b>1,375</b>	815
As at 31 December		
GBP Thousands	<b>2019</b>	<b>2018</b>
<b>Right of use assets</b>	(i)	
Cost - opening balance	<b>14,078</b>	-
Additions	<b>3,234</b>	-
Disposals and impairments	-	-
Cost at the end of the period	<b>17,312</b>	-
Depreciation - opening balance	-	-
Depreciation charge for the year	<b>(5,118)</b>	-
Disposals and impairments	-	-
Accumulated depreciation at the end of the period	<b>(5,118)</b>	-
Net book value at the end of the period	<b>12,195</b>	-
<b>Total Property, Plant and Equipment at 31 December 2019</b>	<b>14,670</b>	2,281

(i) The right-of-use assets consist of the following asset classes:

GBP Thousands	Land and Buildings	Construction equipment	Total
Balance at 1 January 2019 on adoption	8,487	5,591	<b>14,078</b>
Non-cash additions	-	3,234	<b>3,234</b>
Depreciation	(1,424)	(3,693)	<b>(5,118)</b>
Balance at 31 December 2019	7,063	5,132	<b>12,195</b>

Disclosures required under IFRS 16 for the year ended 31 December 2019 (2018: £nil) are as follows:

The amounts recognised in the Income Statement are:

As at 31 December	
GBP Thousands	<b>2019</b>
Interest on lease liabilities	<b>360</b>
Expenses relating to short terms leases	<b>124</b>

The Company leases land and buildings and construction equipment. As at 2019 there are no lease related residual value guarantees, leases not yet commenced to which the lessee is committed, restrictions or covenants imposed by these leases, no leases which had any variable payment terms and sale and leaseback transactions. Total cash outflow relating to the leases amounts to £4.9m for the 2019 period.

**Notes** (continued) .

**10. Deferred tax assets and liabilities**

As at 31 December		
GBP Thousands	<b>2019</b>	<b>2018</b>
Recognised deferred tax assets		
Deferred tax assets are attributable to the following:		
Decelerated capital allowances	<b>148</b>	<b>180</b>
Other timing differences	<b>8,429</b>	<b>7,795</b>
	<b>8,577</b>	<b>7,975</b>

*Movement in deferred tax during the year*  
As at 31 December

GBP Thousands		Recognised in	
	<b>2018</b>	<b>Income statement</b>	<b>2019</b>
Decelerated/(accelerated) capital allowances	180	(32)	148
Other timing differences	7,795	634	8,429
	<b>7,975</b>	<b>602</b>	<b>8,577</b>

The deferred tax asset of accumulated tax losses are expected to be utilised against future taxable profits.

**11. Trade and other receivables**

As at 31 December		
GBP Thousands	<b>2019</b>	<b>2018</b>
<i>Current</i>		
Trade receivables	<b>83,621</b>	<b>99,275</b>
Amount due from customers for contract work	<b>58,541</b>	<b>40,798</b>
Amounts due from group undertakings	<b>82,274</b>	<b>145,179</b>
Other receivables	<b>64,312</b>	<b>37,623</b>
Prepayments and accrued income	<b>50,314</b>	<b>73,068</b>
	<b>339,062</b>	<b>395,943</b>
<i>Non-current</i>		
Trade receivables	<b>47,026</b>	<b>46,139</b>
	<b>47,026</b>	<b>46,139</b>

Included in the amounts above are trade receivables of £14.4m (2018: £24.8m) and accrued income of £0.7m (2018: £8.3m) due from related parties. Note 14 provides disclosure of these balances by counterparty.

The amounts due from group undertakings relate to non-interest bearing unsecured loans which are settled in accordance with individual documented loan agreements. No guarantees have been given or received. No provisions have been made for doubtful debts in respect of the amounts owed by related parties

*Trade receivables*

Before accepting any new customers, the Company assesses a potential new customer's credit quality in accordance with the manner described in the Strategic report under the heading Project Risk and page 7. Given the nature of the Company's business activities which give rise to a low number of high value customers, and potentially a concentration of credit risk, the provision for doubtful debts is specifically assessed by management. As a result, the net carrying amount of trade receivables is considered by management to be approximately equal to their fair value.

**Notes (continued)**

As at 31 December GBP Thousands	2019	2018
<i>Ageing of past due but not impaired receivables</i>		
1-30 days	5,490	16,581
31-60 days	1,777	157
61-90 days	15,011	1,107
91-120 days	232	179
121+ days	2,354	1,770
	<b>24,864</b>	<b>19,794</b>

As at 31 December GBP Thousands	2019	2018
<i>Movement in allowance for doubtful debts</i>		
Balance at beginning of year	-	-
Amounts written off as uncollectable	-	-
	<b>-</b>	<b>-</b>

Based on prior experience and an assessment of the current economic environment, management believes there is no further credit risk provision required in excess of the normal provision of impairment of trade receivables.

**12. Trade and other payables**

As at 31 December GBP Thousands	2019	2018
<i>Current</i>		
Trade payables	49,235	43,490
Amounts due to customers for contract work	95,845	120,784
Amounts owing to group undertakings	22,206	9,246
Other payables	3,522	5,666
Accruals and deferred income	107,268	134,101
Lease liability	4,914	-
	<b>282,988</b>	<b>313,287</b>
<i>Non-current</i>		
Trade payables	29,166	32,764
Amounts due to customers for contract work	45,182	55,612
Lease liability	7,481	-
	<b>81,829</b>	<b>88,376</b>

The Trade and other payables note disclosure above, the totals of which are presented on the Balance Sheet, include the following lease liabilities:

<i>Lease liability</i>		
Payable within 1 year	4,914	-
Payable within 1 - 5 years	7,481	-
Payable 5+ years	-	-
	<b>12,395</b>	<b>-</b>

As at 31 December 2019, contributions of £0.6m (2018: £0.5m) due in respect of the current reporting period had not been paid over to the schemes and are included in other payables.

See Note 9 (i) for total cash outflow relating to leases for the 2019 period.

The amounts owing to group undertakings relate to non-interest bearing unsecured loans which are settled in accordance with individual documented loan agreements. No guarantees have been given or received. No provisions have been made for doubtful debts in respect of the amounts owed by related parties.



## Notes (continued)

### 13. Provisions

As at 31 December		
GBP Thousands	2019	2018
<b>Current</b>		
Defects	521	1,595
Other	6,126	6,830
Closing balance at end of the period	6,647	8,425
<b>Non-Current</b>		
Defects	3,883	2,550
Other	-	-
Closing balance at end of the period	3,883	2,550
<b>Total provisions at end of the period</b>	<b>10,530</b>	<b>10,975</b>

Defects provisions are based on a standard percentage charge of the aggregate contract value of completed construction projects and represents a provision for potential latent defects that could arise after practical completion.

Other provisions are specific provisions representing the expected costs to be incurred on historic projects. Estimates of the timing and costs required to settle the historic project provisions are made based on management's experience but the eventual outcomes are inherently uncertain. Details of contingent liabilities are discussed in note 18.

### 14. Related party transactions

Transactions between the Company and its related parties are disclosed below.

<b>Transactions</b>			
Year ended 31 December			
GBP Thousands		2019	2018
The 100 Bishopsgate Partnership	Commonality of shareh	36,428	135,745
London Wall Place LP	Commonality of shareh	-	18,209
Principal Place Commercial Sarl	Commonality of shareh	13	-
Principal Place Residential Limited	Commonality of shareh	17,152	87,008
Brookfield Global Asset Management Limited	Commonality of shareh	-	(19)
	Recharge of shared corporate costs		

<b>Trade and other receivables</b>			
GBP Thousands			
		2019	2018
The 100 Bishopsgate Partnership	Commonality of shareholders/partners	7,236	17,285
London Wall Place LP	Commonality of shareholders/partners	591	3,341
Principal Place Commercial Sarl	Commonality of shareholders	497	4,041
Principal Place Residential Limited	Commonality of shareholders	6,807	8,135

Balances held with the above related parties are settled on normal commercial terms. No provisions have been made for doubtful debts in respect of the amounts owed.

Amounts due from group undertakings are disclosed in note 11 on pages 32 and 33.

Amounts owing to group undertakings are disclosed in note 12 on page 33.

### 15. Investments in subsidiaries

	Country of incorporation	Number of shares held	Class of shares held	Nominal value	2019	2018
The Company's subsidiary is as follows:						
Multiplex Energy Services Limited (99 Bishopsgate, 2nd Floor, London, EC2M 3XD)	United Kingdom	0	Ordinary	£1	N/A	100%

The voluntary strike-off from the register was completed on 29 January 2019 for Multiplex Energy Services Limited.

## Notes (continued)

### 16. Equity

As at 31 December		
GBP Thousands	2019	2018
<b>Share capital</b>		
<i>Authorised, allotted, called up and fully paid</i>		
111,838,826 Ordinary shares of £1 each (31 December 2018: 111,838,826)	111,839	111,839

The holders of ordinary shares are entitled to receive dividends as declared from time to time and are entitled to one vote per share at meetings of the Company.

During the year nil (2018: £0) ordinary shares were issued at par to the immediate parent company. The immediate and ultimate parent companies of Multiplex Construction Europe Limited remain consistent with prior year.

Year ended 31 December		
GBP Thousands	2019	2018
Share capital	111,839	111,839
(Accumulated losses)	(36,631)	(22,439)
	75,207	89,400

### 17. Construction contracts in progress

Construction contracts in progress at the reporting date comprise contract costs incurred plus recognised profits less losses of £3,726m (2018: £2,997m) less progress billings received and receivable of £3,808m (2018: £3,133m).

As at 31 December		
GBP Thousands	2019	2018
Amounts due from customers for contract work	58,541	40,798
Amounts due to customers for contract work	(141,027)	(176,396)
	(82,487)	(135,598)

At 31 December 2019, retentions held by customers for contract work included within trade receivables amounted to £85.1m (2018: £87.8m), of which £47.0m (2018: £46.1m) is due for settlement after more than 12 months.

At 31 December 2019, client advances within amounts due from customers for contract work amounted to £71.5m (2018: £88.8m), of which £45.2m (2018: £55.6m) is due for settlement after more than 12 months.

The opening and closing balances of trade receivables, contract assets and contract liabilities from contracts with customers are disclosed in notes 11, 12 and 17.

Revenue recognised in 2019 relating to contract liability balances at the beginning of the period amounts to £110m (2018: £82.8m).

Revenue recognised from performance obligations satisfied in previous periods is not material in 2019 and 2018.

Progress billings are issued and settled monthly for work performed. This is standard in the industry which does not entirely correlate to the satisfaction of performance obligations. The difference between revenue recognised and progress billings (including client advances) is accounted for as contract assets / debit contract work in progress. When billings exceed revenue recognised, a contract liability is recognised.

There have been no significant changes to the contract asset and contract liability balances during the reporting period that were as a result of the ordinary course of business for a contractor like Multiplex. There were no changes due to business combinations, cumulative catch-up adjustments (other than contract modifications) and impairment of contract assets.

## Notes (continued)

### 18. Contingencies

We do not recognise claims against third parties in our accounts unless the realisation of income is virtually certain. Where there is a probability of an inflow of economic benefits, a contingent asset is disclosed, however not recognised.

Details of contingent assets and liabilities (for which no amounts are recognised in the financial statements) are as follows:

a) In the ordinary course of business contingent assets and liabilities arise in respect of insurance bonds procured from third party surety providers and issued to clients, and guarantees and bonds received by Multiplex Construction Europe Limited from its subcontractors to insure against performance defaults or in lieu of retentions. The value of insurance bonds outstanding is indeterminate where value is dependent on the outstanding contract value and claims of each individual contract and subcontract.

As at 31 December 2019 the Company has utilised £197.9m of its available £325m bonding facilities (2018: £175.9m of its available £325m).

b) There are claims outstanding which arise under contracts carried out by the Company in the ordinary course of business. Whilst the outcome of claims is uncertain, contingent liabilities exist in respect of amounts not specifically provided for. Based on legal discussions and corresponding counter-claims to third parties, the financial impact to the Company should not be material either individually or in aggregate.

### 19. Events after the reporting period

The global Covid-19 pandemic gave rise to material health and safety, economic and financial uncertainties subsequent to the end of the year. Employee welfare remains our top priority and we acted decisively to ensure the safety of our teams. Our business reacted quickly to the changing environment and evolving employee welfare standards while operating under new protocols. In late March 2020, all of the Company's UK construction projects were shut-down due to the pandemic, with projects re-opening shortly thereafter, albeit at reduced productivity levels, under new health and safety protocols. Today, productivity levels have relatively returned to normal throughout the business; however, Covid-19 may continue to impact our operations, due to fluctuating levels of local infections and the related disruption, as well as any future changes in the Government restrictions on our operations.

The Covid-19 pandemic has had a significant economic impact on our clients and our supply chain and project costs have increased due to costs incurred from shutting and subsequently restarting projects with reduced productivity levels extending project durations. These costs are being assessed across the company; however, the ultimate amount recoverable is unknown.

Management assessed the economic impact of Covid-19 and estimates the overall financial effect to be a charge to the profit and loss of £130 million to £170 million, as a post balance sheet non adjusting cost. This is significant to the business; however, manageable. Importantly, the Multiplex group has not required any external funding to date and notwithstanding the charge to profit and loss, Multiplex's global secured and preferred workbook provides transparent, strong cash flow throughout 2021 and beyond, providing financial resilience for the business.

### 20. Ultimate parent undertaking and controlling party

The immediate parent undertaking is Multiplex Europe Limited, a company incorporated in the United Kingdom and registered in England and Wales. The ultimate parent undertaking and controlling party is Brookfield Asset Management Inc, a company incorporated in Canada.

The largest group in which the results of the Company are consolidated is that headed by Brookfield Asset Management Inc. The smallest group in which they are consolidated is that headed by Multiplex Europe Limited, registered at 99 Bishopsgate, 2nd Floor, London, United Kingdom, EC2M 3XD. The consolidated financial statements of Brookfield Business Partners L.P. are available to the public and may be obtained from Brookfield Place, Suite 300, 181 Bay Street, Toronto, ON M5J 2T3, the same address as Brookfield Asset Management Inc.