

**(1) MULTIPLEX CONSTRUCTION EUROPE LIMITED**  
**(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)**  
**(3) SAMPSON HOUSE LIMITED (INCORPORATED IN JERSEY)**

**Claimants**

**and**

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

**Defendants**

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**TRIAL BUNDLE**

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N244

# Application notice

For help in completing this form please read the notes for guidance form N244Notes.

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

<b>Name of court</b> High Court of Justice  King's Bench Division Royal Courts of Justice		<b>Claim no.</b> QB-2020-002702
<b>Fee account no.</b> (if applicable)	<b>Help with Fees – Ref. no.</b> (if applicable)	
	<b>H W F</b> - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>	
<b>Warrant no.</b> (if applicable)		
<b>Claimant's name</b> (including ref.) (1) Multiplex Construction Europe Ltd (2) Ludgate House Limited (Incorporated in Jersey) (3) Sampson House Limited (Incorporated in Jersey)  (Ref: 133198.00006)		
<b>Defendant's name</b> (including ref.) Persons Unknown entering in or remaining at the Claimants' construction site at Bankside Yards without the Claimants' permission QB-2020-002702 Sub Event ID: 41		
<b>Date</b>		

1. What is your name or, if you are a legal representative, the name of your firm?

CMS Cameron McKenna Nabarro Olswang LLP

2. Are you a ☒ Claimant ☐ Defendant ☐ Legal Representative  
☐ Other (please specify)

If you are a legal representative whom do you represent?

Claimants

3. What order are you asking the court to make and why?

We seek the following orders:-

- (1) The Order of Mr Justice Ritchie granting an injunction dated 19 January 2024 be extended to 30 April 2026;
- (2) Permission to amend the Particulars of Claim in accordance with the attached draft be granted pursuant to CPR Rule 17.1(1)(b);
- (3) To dispense with the need to serve the Amended Particulars of Claim and Order for the reasons given in the First Witness Statement of Emma Margaretha Florence Pinkerton;
- (4) For this matter to be dealt with on paper for the reasons set out in the witness statement of Emma Margaretha Florence Pinkerton or, in the alternative, if the Court considers that a hearing is required, a hearing to be listed on the first available date and, until the hearing of the Claimants' application or further order, the Defendants continue to be prohibited from entering or remaining, without the Claimants' consent, upon any part of the The Bankside Yards Construction Site as per the Order of Mr Justice Ritchie dated 19 January 2024.

4. Have you attached a draft of the order you are applying for? ☒ Yes ☐ No

5. How do you want to have this application dealt with?  
☐ at a hearing ☒ without a hearing  
☐ at a remote hearing

6. How long do you think the hearing will last?

 Hours Minutes

Is this time estimate agreed by all parties?

☐ Yes☐ No

7. Give details of any fixed trial date or period

8. What level of Judge does your hearing need?

High Court Judge

9. Who should be served with this application?

See Draft Order

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

N/A

10. What information will you be relying on, in support of your application?

☒ the attached witness statement

☐ the statement of case

☐ the evidence set out in the box below

If necessary, please continue on a separate sheet.

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

☐ Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

☒ No

## Statement of Truth

**I understand that proceedings for contempt of court may be brought against a person who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.**

- ☐ **I believe** that the facts stated in section 10 (and any continuation sheets) are true.
- ☒ **The applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. **I am authorised** by the applicant to sign this statement.

### Signature



- ☐ Applicant
- ☐ Litigation friend (where applicant is a child or a Protected Party)
- ☒ Applicant's legal representative (as defined by CPR 2.3(1))

### Date

Day

20

Month

12

Year

2024

### Full name

Emma Margaretha Florence Pinkerton

### Name of applicant's legal representative's firm

CMS Cameron McKenna Nabarro Olswang LLP

If signing on behalf of firm or company give position or office held

Solicitor

Applicant's address to which documents should be sent.

Building and street

2 College Square
------------------

Second line of address

--

Town or city

Bristol
---------

County (optional)

--

Postcode

B	S	1		5	U	E	
---	---	---	--	---	---	---	--

If applicable

Phone number

+44 (0)20 7367 2065
---------------------

Fax phone number

--

DX number

--

Your Ref.

ALMZ/EMPI/133198.00006
------------------------

Email

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CLAIM NO: [QB-2020-002702](#)

IN THE HIGH COURT OF JUSTICE  
QUEEN’S BENCH DIVISION

B E T W E E N:

(1) MULTIPLEX CONSTRUCTION EUROPE LTD

First Claimant

(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)

Second Claimant

(3) SAMPSON HOUSE LIMITED (INCORPORATED IN JERSEY)

Third Claimant

and

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

Defendants

RE-AMENDED PARTICULARS OF CLAIM

**The Premises**

1. This is a Claim for an injunction to prevent the Defendants from trespassing on the construction site owned by the Second Claimant **and the Third Claimant** known **as** Blackfriars Road, London SE1 9UY as shown edged red on the plan at Schedule 1 (“Bankside Yards”).

**The Claimants’ Interests**

2. The registered title to Bankside Yards is comprised in the registered titles which are vested in the Second Claimant **and the Third Claimant** and set out in the following table:-

Ludgate House 245 Blackfriars Road London SE1 9UY	Freehold	TGL62703
Invicta Plaza - airspace and pillars	Leasehold	TGL541676

Land at Hopton Street, London	Freehold	TGL583150
<del>48 to 62 (even) Hopton Street, Sampson House, 64 Hopton Street and 1 to 110 Falcon Point, London</del>	<del>Freehold</del>	<del>TGL138850</del>
Land Beneath The Arches, Invicta Plaza, Blackfriars Road, London	Leasehold	TGL501998
Land beneath Arches 1-8 Invicta Plaza, Blackfriars Road, London.	Leasehold	TGL467215
Land at Arches on the west side of, Hopton Street, London	Leasehold	TGL467217

3. By an early works agreement dated 30 January 2020, the Second Claimant appointed the First Claimant to undertake major construction works on Bankside Yards. Pursuant to the terms of this appointment, with effect from 3 August 2020, the First Claimant will occupy Bankside Yards and will be responsible, amongst other things, for site safety and security.

### Urban Exploring

4. The Defendants are so called "urban explorers" who trespass on high rise buildings and construction sites and upload photographs and / or video recordings of their exploits to the internet for the entertainment of their subscribers or followers on social media.
5. The method by which urban explorers climb buildings under construction can be via the cranes on the site or by the use of concrete structures (unfinished stairwells) or construction lifts or hoists.
6. These activities pose serious risks to: (1) those involved; (2) construction workers below should they fall; (3) security staff; and (4) the emergency services. A trespasser on a construction site at Canary Wharf died on either 1 or 2 January 2018 and another trespasser fell off the scaffolding at a residential block at Waterloo in September 2019. Further details are provided in the witness statement of Martin Wilshire, Health and Safety Director at Multiplex Construction Europe Limited, which accompanies these Particulars of Claim.

### The Defendants

7. Unknown individuals have undertaken reconnaissance or attempted to trespass upon the Bankside Yards construction site. Further details are provided in the witness statement of Mr Wilshire.
8. For the reasons given by Mr Wilshire in his witness statement, the Claimants believe that there is a real and significant risk that the Defendants will enter Bankside Yards (or attempt to do so) unless restrained from doing so by the Court.
9. There is no arguable right for the Defendants to be present on Bankside Yards.
10. Any attempts to access Bankside Yards will therefore constitute a trespass for which damages will not be an adequate remedy. The Claimants' concern is that any such trespass



has the potential to cause very serious harm to the Defendants, construction workers and those who are responsible for the safety and security of the Properties including the emergency services.

**AND THE FIRST AND SECOND CLAIMANTS CLAIM;**

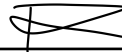
11. An injunction against the Defendants ~~retraining~~ <sup>restraining</sup> them from trespassing on Bankside Yards as shown on the Plan at Schedule 1;
12. Costs; and
13. Further or other relief.

The Claimants believe that the facts stated in these Particulars of Claim are true.  
The Claimant understands that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.  
I am authorised to sign this Statement of Truth on behalf of the Claimants.

~~28 July 2020~~ ~~18 August 2021~~ 20 December 2024



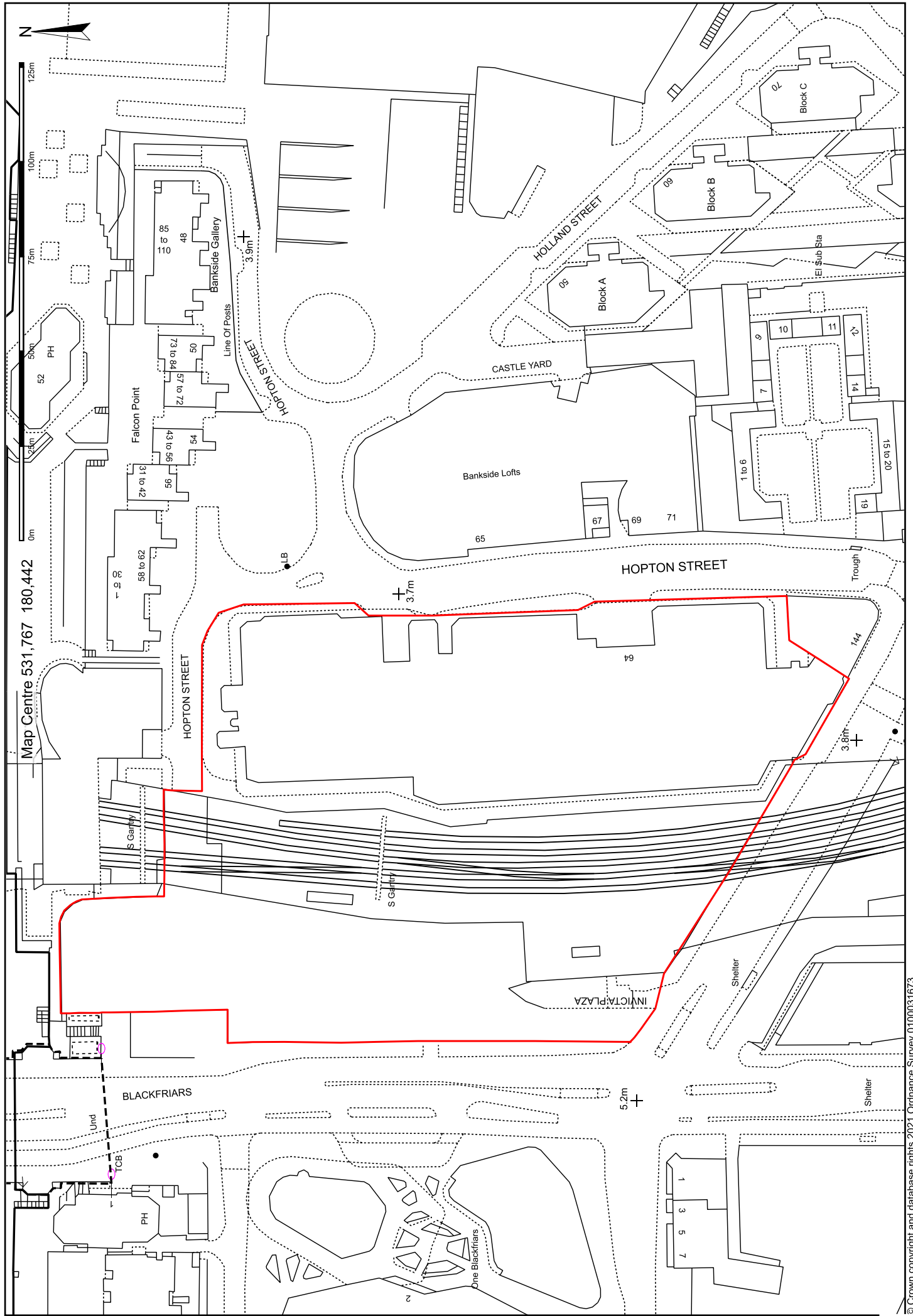
~~Stuart Sherbrooke-Wortley~~  
~~Partner, Eversheds Sutherland (International) LLP~~



Emma Margaretha Florence Pinkerton  
Partner  
CMS Cameron McKenna Nabarro Olswang LLP

## **SCHEDULE 1**

### **Plan**



Map Centre 531,767 180,442

Witness: Emma Margaretha Florence Pinkerton  
No. of Witness Statement: First  
Party: First, Second and Third  
Claimants  
Exhibit: EMPI1  
20 December 2024

Claim No. QB-2020-002702

**(1) MULTIPLEX CONSTRUCTION EUROPE LIMITED**  
**(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)**  
**(3) SAMPSON HOUSE LIMITED (INCORPORATED IN JERSEY)**

**Claimants**

**and**

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

**Defendants**

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**WITNESS STATEMENT OF EMMA  
MARGARETHA FLORENCE PINKERTON**

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I, EMMA MARGARETHA FLORENCE PINKERTON of Cannon Place, 78 Cannon Street, London EC4N 6AF WILL SAY as follows:-

**1. INTRODUCTION**

- 1.1 I am a Partner at CMS Cameron McKenna Nabarro Olswang LLP (“CMS”) and I have conduct of these proceedings on behalf of the Claimants.
- 1.2 Unless I state otherwise, the facts in this statement are within my knowledge and true. Where the facts are not within my knowledge they are true to the best of my knowledge and belief and I identify the source.
- 1.3 I make this statement in support of the application for an extension of the interim injunction originally granted on 27 July by the order of Soole J and extended by subsequent orders as set out below and for minor amendments to the particulars of claim as set out more fully below (the “Application”) and am duly authorised to do so for and on behalf of the Claimants.

## 2. BACKGROUND

- 2.1 The Second and Third Claimants are owners of land at Bankside Yards, Blackfriars Road, London SE1 9UY (“**Bankside Yards**”). The First Claimant are the main contractors of the development at Bankside Yards and are in control of the security and have responsibility for the health and safety at and within the development.
- 2.2 The Application is made against the following procedural background:
- 2.2.1 An application for an interim injunction was made on 27 July 2020 and granted by Soole J on 30 July 2020 until 21 January 2021.
- 2.2.2 Thereafter the interim injunction was extended by orders of: Bourne J on 26 January 2021; Stewart J on 4 March 2021; Eady J on 6 May 2021; Davis J on 20 July 2021; HHJ Shanks on 3 March 2022; Jefford J on 21 December 2023; and Ritchie J on 19 January 2024.
- 2.2.3 The Claim was amended and the Third Claimant joined as a party by Order of Master Dagnall on 26 October 2021.
- 2.2.4 The current interim injunction runs until 20 January 2025.
- 2.3 My firm has been instructed in place of Eversheds Sutherland (International) LLP and notice of change of solicitors was filed with the Court on 18 December 2024.
- 2.4 The Application is made with a request for it to be dealt with on paper. I consider that this is in the spirit of the overriding objective in the Civil Procedure Rules on the basis the issues to be considered have been reviewed and considered at various previous hearings as per the above procedural background. In particular this was considered in detail and set out in the judgment of Ritchie J dated 19 January 2024 attached at **pages 1 - 5 of EMPI1**.
- 2.5 In addition, given the nature of the Defendants and their lack of participation in the proceedings to date, I would respectfully submit that there will not be any detrimental impact on them and, in any event, any such detriment is, I would submit, mitigated by the provision in the draft order for them to be able to apply to vary or set aside the order.
- 2.6 Finally, service of the order by the alternative means previously sanctioned by the Court and set out more fully below will, in my opinion, bring the Application and the order and the amended particulars of claim (if that is granted by the Court) to the attention of the Defendants.

## 3. AMENDMENT

- 3.1 In preparing the Application we have reviewed the associated relevant documentation including updating searches at HM Land Registry. As a result of that it has become apparent that there is a minor issue in the list of relevant titles in the amended particulars of claim dated 18 August 2021 as set out below.
- 3.2 The claim was amended in October 2021 following the application of the Claimants to include the Third Claimant and to clarify the extent of the additional land owned by them. That land was registered at HM Land Registry under title number TGL138850 and includes part of the land which forms Bankside Yards and as is shown edged red on the plan annexed to the previous orders.
- 3.3 Subsequently, as noted at paragraphs 7 and 8 of the Property Register, in or around 12 May 2022 (although noting the new title refers to registration on 29 June 2023), part of the land within title number TGL138850 was transferred and registered under title number TGL583150. The Third

Claimant is the registered proprietor of the land within this new title (TGL583150). The land within this new title is within the red line of the plan annexed to the previous orders and the land which forms part of Bankside Yards which the draft order annexed to the Application seeks to cover.

3.4 Copies of the relevant titles are attached at **pages 6 - 37 of EMPII**.

3.5 I would respectfully suggest that the amendment sought by the Application is a purely administrative update to reflect the changes at HM Land Registry. The land within the red line of the plan annexed to the previous orders was, and remains, within the ownership of the Third Claimant. It is simply that the Third Claimant also owns additional land and that these two parcels are now registered under separate titles. On that basis I do not consider there to be any detriment or prejudice to the Defendants by the amendment sought.

#### **4. SERVICE**

4.1 Following the guidance in the Supreme Court judgement in *Wolverhampton CC v London Gypsies and Travellers* [2023] UKSC 47 on 29 November 2024 (“**Wolverhampton**”) I am aware that there is an obligation to ensure all possible steps are taken so that notice of these proceedings, and the Application, are drawn to the attention of any “Newcomers” (as defined in *Wolverhampton*).

4.2 I am told that the order of Ritchie J was uploaded to the service website on 26 January 2024 and the notices required by that order were posted at all main entrances and at 10 prominent locations around the perimeter shortly thereafter. There was a slight delay in getting weather-proof versions of the notices which caused a delay in installing them but the previous notices, which direct to the website, remained in place in the intervening period so that notification would have been given in any event.

4.3 I believe that the steps that will be taken to effect alternative service of the order, if granted, in accordance with the provisions of the draft order annexed to the Application are likely to provide the relevant notice and accordingly propose to rely on those methods to bring the Application and these proceedings to the attention of any such “Newcomers”.

4.4 In addition, I attach at **pages 38 - 42 of EMPII** photographs showing that the notices (in the form approved by the Court) are maintained at prominent locations around Bankside Yards notifying of the proceedings.

4.5 As a result of the combination of complying with the alternative service provisions and the presence of these notices I believe that Newcomers will be made aware of the existence of these proceedings, including the amended particulars of claim should the Court grant our order in that regard. It is for that reason that the Application seeks to dispense with service of the amended particulars of claim.

4.6 I believe that compliance with the alternative service orders made and as set out above will ensure that this Application and any subsequent order is drawn to the attention of any Newcomers.

**5. FULL AND FRANK DISCLOSURE**

- 5.1 I am also aware of the clear direction given in Wolverhampton to any party seeking an injunction in these circumstances to provide full and frank disclosure at all stages of the process.
- 5.2 I do not consider there to be material facts that require disclosure at the time of completing this statement.
- 5.3 I am aware of the continuing nature of this obligation and remain mindful of that and will take all necessary steps to ensure compliance following filing this statement and the Application.


**6. CONCLUSION**

- 6.1 The Claimants remain very concerned that the Defendants may seek to trespass on Bankside Yards. As is clear from the evidence of Jamie Godden any such action would have significant health and safety risks to both the Defendants and also potentially to anyone working on or around the development at Bankside Yards and employed by the First Claimant.
- 6.2 As is set out in the evidence the Claimants consider that the interim injunction granted to date has had a deterrent effect and it is for this reason that they have decided to make the Application in an attempt to seek to mitigate against the serious potential harm that may be caused should the Defendants seek to trespass and climb in, at or on Bankside Yards.
- 6.3 There continues to be a threat of potential trespass at Bankside Yards and accordingly I consider it both appropriate and necessary to seek further interim relief and for the reasons set out in the evidence I respectfully ask the Court to grant the draft order in the form attached to the Application.

**STATEMENT OF TRUTH**

I believe that the facts stated in this witness statement are true.

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

  
Signed.....  
Emma Margaretha Florence Pinkerton

Dated...20 December 2024.....

Witness: Emma Margaretha Florence Pinkerton

No. of Witness Statement: First

Party: First, Second and Third

Claimants

Exhibit: EMPI1

20 December 2024

Claim No. QB-2020-002702

**(1) MULTIPLEX CONSTRUCTION EUROPE LIMITED**

**(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)**

**(3) SAMPSON HOUSE LIMITED (INCORPORATED IN JERSEY)**

**Claimants**

**and**

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

**Defendants**

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**EXHIBIT TO WITNESS STATEMENT OF  
EMMA MARGARETHA FLORENCE  
PINKERTON**

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This is the exhibit marked "EMPI1" referred to in the witness statement of Emma Margaretha Florence Pinkerton

Signed:



Dated: 20 December 2024



IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

MR Justice Ritchie

BETWEEN:

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

-and-



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

**Defendants**

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**ORDER FOR AN INJUNCTION**

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

**RECITALS**

**BEFORE** the Hon Mr Justice Ritchie sitting at the Royal Courts of Justice, the Strand, London on 19 January 2024.

**UPON** the Claimants' application dated 21 December 2023.

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

**AND UPON THE COURT** having regard to the Interim injunction Orders of Mr Justice Soole dated 31 July 2020; Mr Justice Bourne dated 26 January 2021; Mr Justice Stewart dated 4 March 2021; Mrs Justice Eady dated 6 May 2021; Mr Justice William Davis dated 20 July 2021; Master Dagnall dated 26 October 2021; HHJ Shanks (sitting as a High Court judge) dated 3 March 2022; and Mrs Justice Jefford dated 21 December 2023

**AND UPON READING** the witness statements listed in Schedule 1 to this Order.

**AND UPON** the First Claimant giving the undertaking to the Court set out in Schedule 2 to this Order

**NOW IT IS ORDERED THAT:****THE INJUNCTION**

- (1) Until 20 January 2025 or further order the Defendants must not enter and climb or remain and climb, without the Claimants' consent, upon any part of the Claimants' construction site at Blackfriars Road, London SE1 9UY ("The Bankside Yards Construction Site"). The outer perimeter of the Bankside Yards Construction Site is enclosed by hoardings, fences, gateways and the structures of railway arches and bridges and the Defendants must not enter and climb within that perimeter without the Claimants' consent. The general location of the perimeter is shown edged red on the plan at Schedule 3 to this Order ("the Plan"). For the avoidance of doubt, this order does apply to the areas of The Bankside Yards Construction Site which are under and within railway arches, but does not apply to the railway land which is immediately above those railway arches. The location of the railway arches, and the railway land, is shown hatched blue on the Plan.

**VARIATION OR DISCHARGE OF THIS ORDER**

- (2) any party affected by this order may apply to vary or discharge this Order upon giving 48 hours' notice in writing to the Claimants' 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) to (7) below.
- (5) By 25 January 2024, the First Claimant shall post notice of the existence of this Order substantially in the form approved by the Court ("the Notice"):-
  - (i) at all main entrances to the Bankside Yards construction site;
  - (ii) at a minimum of 10 prominent locations around the perimeter of the Bankside Yards construction site.
- (6) The Notice referred to in paragraph (5) shall include a statement that copies of this Order and the witness statements of Stuart Sherbrooke Wortley dated 21 December 2023 and 18 January 2024 may all 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.

- (7) By 25 January 2024, downloadable digital copies of the documents referred to in the Notice shall be placed on the website with the URL specified in the Notice, and hard copies of the said documents shall be kept at the physical location specified in the Notice.
- (8) Pursuant to CPR 6.15, the steps identified in paragraphs (5) to (7) shall stand as good service of the Amended Claim Form, Amended 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.
- (9) Save as set out above, any further requirement for service of the Amended Claim Form, Amended Particulars of Claim, this Application and the evidence submitted to the Court in support of this Application are dispensed with in respect of any person who shall become a defendant to this Claim as aforesaid.
- (10) The requirement of any person to file any acknowledgment of service or defence in respect of this claim is dispensed with unless further directed by the Court.

#### **COSTS**

- (11) There shall be no order as to costs on the interim injunction application.

#### **Discontinuance**

- (12) If the Claimant wishes to discontinue the Claim point after the expiry of the interim injunction granted by this order, and provided that no party has been joined as a named defendant to the Claim, it may do so by filing a notice of discontinuance referring to this paragraph of this order.

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

- (13) All communications to the Court about this Order should be sent to:
- King'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 Statements and other evidence 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"**.

Second Witness Statement of Stuart Sherbrooke Wortley dated 23 February 2022 together with the Exhibits marked **"SSW1" - "SSW3"**.

Third Witness Statement of Stuart Sherbrooke Wortley dated 21 December 2023 together with the Exhibit marked **"SSW4"**

**Fourth Witness Statement of Stuart Sherbrooke Wortley dated 18 January 2024**

Section 10 of the application notices dated 25 January 2021, 2 March 2021, 4 May 2021, 19 July 2021, 18 August 2021, 23 February 2022 and 21 December 2023.

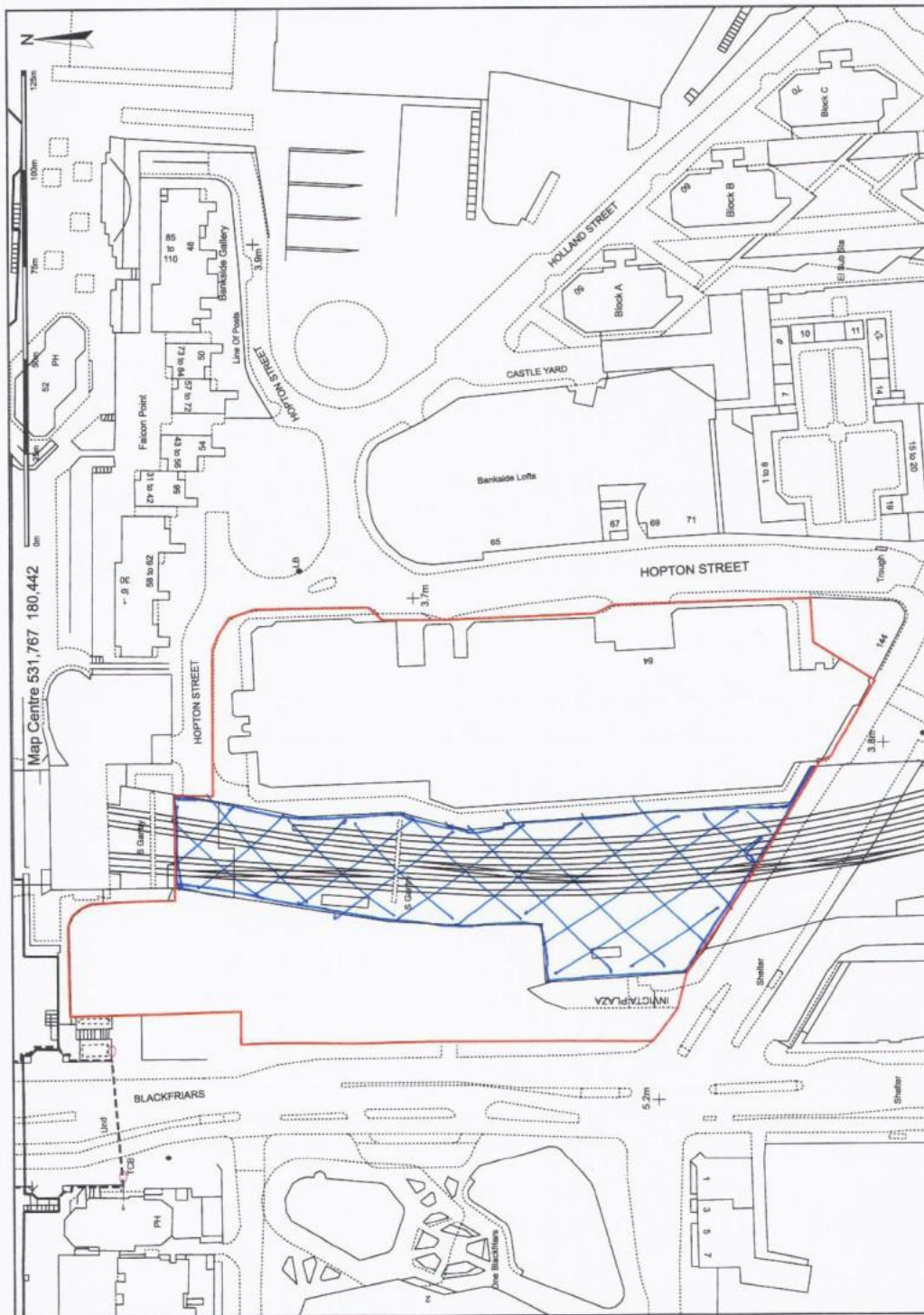
The Schedule of leasehold titles produced to the Court.

### **SCHEDULE 2**

#### **Undertaking given to the Court by the First Claimant**

To pay any damages which the Defendants (or any other party served with or notified of this Order) shall sustain as a result of this injunction which the Court considers the First Claimant should pay.

**SCHEDULE 3**  
**Plan**



The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.



# Official copy of register of title

Title number TGL138850

Edition date 04.05.2023

- This official copy shows the entries on the register of title on 05 JAN 2024 at 17:44:04.
- 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 17 Dec 2024.
- 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, Telford Office.

## A: Property Register

This register describes the land and estate comprised in the title.

### SOUTHWARK

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 1 to 110 Falcon Point, London.
- 2 The land tinted yellow on the title plan except so much thereof as forms part of the surface and actual soil of the public highway is included in this title.
- 3 There are excluded from this registration the mines and minerals excepted by a Conveyance of the land tinted brown on the title plan dated 27 July 1933 made between (1) The Southern Railway Company (Company) and (2) The New Zealand Meat Producers Board (Purchasers) in the following terms:-

"Excepting nevertheless and Reserving all the mines and minerals (if any) in or under the said hereditaments hereby assured and a perpetual right for the Company their successors and assigns and others authorised by them to use any drains pipes or wires (but not any drains or pipes or wires connecting with the existing water closet on the said hereditaments hereby assured) now used by the Company in or over the said hereditaments hereby assured.

The Purchasers hereby covenant with the Company that they will observe and perform the following stipulations and conditions:-

(a) That the Company shall be under no liability for damage or injury to the hereditaments hereby assured or to the Purchasers in respect of the hereditaments hereby assured caused by the working or user of the Company's railway or the situation of the said hereditaments in relation thereto.

(b) That no road shall be constructed on the hereditaments hereby assured in such manner as to render the Company liable as frontages.

It is hereby agreed and declared that until the expiration of such notice as is hereinafter provided or in default of such notice at the expiration of twenty one years from the sixth day of June One thousand nine hundred and thirty three the hereditaments hereby assured and coloured blue on the said plans marked "A" and "B" respectively shall remain in the occupation or subject to the present user of the Company or their tenants AND the Company hereby covenant with the Purchasers



## A: Property Register continued

that during the continuance of such occupation or user as aforesaid as from the date hereof the Company will on the twenty seventh day of July One thousand nine hundred and thirty four and on the twenty seventh day of July in each subsequent year pay to the Purchasers an annual acknowledgement rent of a peppercorn (if demanded)."

NOTE: The land coloured blue above referred to is tinted brown on the title plan.

- 4 The Transfer of the land tinted pink on the title plan dated 30 March 1984 referred to in the Charges Register contains the following provision:-

"There is not included in this Transfer the foundations of the Arches of the Transferor's railway viaduct adjoining the Property so far as such foundations extend into or beneath the Property. The foundations so excluded are not included in the title.

The said Transfer also contains the following Agreement and Declaration:-

It is hereby agreed and declared that the carrying on by the Transferor of its undertaking on the Transferor's adjoining land in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be a breach of covenants for quiet enjoyment implied herein by reason of the Transferor being expressed to transfer the Property as beneficial owner nor to be in derogation of its grant."

- 5 (24.10.1997) By the Transfer dated 30 September 1997 referred to in the Charges Register the land was expressed to be transferred together with the following rights:-

"Together with the free running and passage of soil water gas and electricity coming from and passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires on under or over the Retained Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of the Retained Property."

- 6 (19.11.2019) A Deed dated 1 February 2017 made between (1) Sampson House Limited, (2) Oversea-Chinese Banking Corporation Limited and (3) Network Rail Infrastructure Limited relates to the release of rights to light or air as therein mentioned.

*NOTE: Copy deed filed.*

- 7 (12.05.2022) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

- 8 (12.05.2022) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered TGL583150 in green on the title plan dated 10 May 2022 made between (1) Sampson House Limited and (2) The Mayor and Burgesses of the London Borough of Southwark but is subject to any rights that are granted by the said deed and affect the registered land.

*NOTE: Copy filed under TGL583150.*

## 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 (05.08.2010) PROPRIETOR: SAMPSON HOUSE LIMITED (incorporated in Jersey)(OE ID: OE018947) of Crestbridge, 47 Esplanade, St Helier, Jersey, JE1 0BD.
- 2 (05.08.2010) The price stated to have been paid on 20 July 2010 was £130,000,000.



## B: Proprietorship Register continued

- 3 (05.08.2010) A Transfer dated 20 July 2010 made between (1) Societe Generale and (2) CEREP Sampson House Limited contains purchaser's personal covenants.
- NOTE: Copy filed.*
- 4 (29.04.2016) RESTRICTION: No disposition of the part of the registered estate edged and numbered 1, 2, 8, 13, 17 and 18 in yellow on the supplementary plan to the title plan by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be completed by registration without a certificate signed by the Proprietor's conveyancer that the provisions of clause 54.3 of an agreement dated 31 March 2016 made between (1) Network Rail Infrastructure Limited (2) CEREP Ludgate House Limited and (3) CEREP Sampson House Limited have been complied with or that they do not apply to the disposition.
- 5 (03.06.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 17 May 2016 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register.
- 6 (21.06.2016) The proprietor's address for service has been changed.
- 7 (07.06.2017) RESTRICTION: No disposition of the part of the registered estate edged red on the plan attached to a Deed of Covenant dated 1 June 2017 made between (1) Sampson House Limited and (2) Network Rail Infrastructure Limited (other than a Charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of Clause 3 of a Deed of Covenant dated 1 June 2017 referred to above have been complied with or that they do not apply to the disposition.
- 8 (22.09.2022) RESTRICTION: After 31 January 2023 no disposition within section 27(2)(a), (b)(i) or (f) of the Land Registration Act 2002 is to be completed by registration unless one of the provisions in paragraph 3(2)(a)-(f) of Schedule 4A to that Act applies.

## C: Charges Register

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

- 1 The land is subject to the following rights granted by a Deed dated 13 January 1949 made between (1) John Beresford Heaton and others (The Grantors) and (2) British Electricity Authority (The Authority):-
- "THE Grantors as trustees hereby grant unto the Authority full right and liberty forthwith to construct lay down maintain and use a circulating water discharge tunnel of approximately ten feet internal diameter of a strength and so jointed in every part as not to permit the escape of any water passing through the same and to be constructed by tunnelling within and under the said property of the Grantors the approximate position where is shown by two lines marked blue on the said plan and at a depth of approximately 49.94 feet below Newlyn datum level (approximately sixty seven feet below the existing ground level) together with full right and liberty to convey from the said generating station through the said tunnel such quantity of water as the Authority may desire."
- The said Deed also contains the following restrictive covenant:-
- "THE Grantors hereby COVENANT with the Authority for and with intent to bind themselves and their successors in title that they will not at any time hereafter do or suffer to be done upon or under the property known as Iron Wharf aforesaid any act or thing which may in any way interfere with or damage the said tunnel."

## C: Charges Register continued

NOTE: The tunnel referred to is tinted blue on the title plan.

- 2 The land is subject to the following rights granted by a Deed dated 11 May 1949 made between (1) Victor Harold Parker (The Grantor) (2) Flower & Everett Limited (The Mortgagees) and (3) British Electricity Authority (The Authority):-

"THE Grantor as beneficial owner hereby grants and the Mortgagees as Mortgagees by the direction of the Grantor hereby surrender and release unto the Authority full right and liberty forthwith to construct lay down maintain and use a circulating water discharge tunnel of approximately ten feet internal diameter of a strength and so jointed in every part as not to permit the escape of any water passing through the same and to be constructed by tunnelling within and under the said property of the Grantor the approximate position whereof is shown by three lines marked red on the said plan and at a depth of approximately 49.94 feet below Newlyn datum level (approximately sixty five feet below the existing ground level) at the northern end and at a depth of approximately 49.14 feet below Newlyn datum level (approximately sixty seven feet below the existing ground level) at the southern end Together with full right and liberty to convey from the said generating station through the said tunnel such quantity of water as the Authority may desire."

NOTE: The tunnel marked red referred to is tinted mauve on the title plan so far as it affects the land in this title.

- 3 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

NOTE: Each lease is referenced by edging and numbering in yellow on the supplementary plan to the title plan unless otherwise stated in the schedule of leases.

- 4 A Transfer of the land tinted pink on the title plan dated 30 March 1984 made between (1) British Railways Board (Transferor) and (2) The Prudential Assurance Company Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 5 The land tinted pink on the title plan is subject to the following rights reserved by the Transfer dated 30 March 1984 referred to above:-

"The rights specified in the First Schedule hereto are excepted and reserved unto the Transferor in fee simple for the benefit of the Transferor's said viaduct and adjoining and neighbouring land.

### THE FIRST SCHEDULE hereinbefore referred to

(a) The free running and passing of water soil gas and electricity coming from or passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires now on over or under the Property and the right to maintain the same and to connect thereto and to any other services forming part of the Property.

(b) The right within eighty years from the date hereof.

(i) to fix construct place maintain and use over or under any parts of the Property upon which no buildings have been erected any sewer drain watercourses or pipe which may be necessary or convenient.

(ii) to carry out above ground level on or from any part of the Property upon which no buildings above ground level have been erected any works which may in the opinion of the Transferor be necessary for the proper operation of the Transferor's undertaking.

(c) The right at all reasonable times (or in case of emergency at any time) with or without vehicles plant apparatus and workmen to enter on the Property for the purpose of inspecting maintaining altering and carrying out works to the Viaduct and the foundations of the Arches thereof and other works and any adjoining property of the Transferor and of exercising the rights reserved by paragraphs (a) and (b) hereof

## C: Charges Register continued

PROVIDED that in the exercise of such rights referred to in sub-paragraphs (a) (b) and (c) above and (d) and (e) below the Transferor shall:-

(i) make good any damage caused thereby to the Property

(ii) carry out the said works in a manner which will cause the minimum possible amount of inconvenience to the Transferee and its tenants

(iii) carry out the said works with due regard to reasonable security requirements of the Transferee or its tenants

(iv) not carry out or permit any development to be carried out which might adversely affect the operation of any computer installed upon the Property subject nevertheless to the Transferor's right of carrying on their statutory railway undertaking on their adjoining or neighbouring property

AND PROVIDED FURTHER that the reservations contained in sub-paragraphs (a) (b) and (c) above shall not apply to those parts of the Property actually used for computer operations

(d) the power and liberty at any time hereafter to stop up or otherwise affect any rights of way or other easements or privileges whether now in existence or not which the Transferee may at any time hereafter be using or enjoying (other than by virtue of the express provisions of this Transfer or of any Grant or Licence in writing from the Transferor) over any adjoining land as appurtenant incident or belonging to the Property.

(e) Full right and liberty from time to time to use their adjoining and neighbouring lands for the purposes of their railway undertaking in such manner as they may think fit and to build or execute works for operational purposes upon such lands but not so substantially as to restrict the access of light and air to the Property.

(f) A right of way with or without vehicles at all times and for all purposes over (i) so much as is included in this Transfer of the access way leading from Hopton Street aforesaid and passing over the Property and thence through the gateway erected under the Viaduct to the entrance on the western side of the Viaduct to the Transferor's Arches under the Viaduct and to the Transferor's premises situate on the western side of the Viaduct (ii) over and along the strip of land ten feet in width immediately adjoining the Viaduct on the eastern side thereof for the purpose of inspecting maintaining and renewing the Viaduct and the piers footings abutments and foundations thereof including the right to erect scaffolding and apparatus in connection with such works."

6 (24.10.1997) A Transfer of the land in this title dated 30 September 1997 made between (1) The Prudential Assurance Company Limited and (2) Larchfield Investments Limited contains the following covenants:-

### RESTRICTIVE COVENANTS

"3.1 The Transferee covenants with the Transferor for the benefit of the Retained Land that the Transferee and its successors in title will not carry out or permit to be carried out any redevelopment of the Burdened Land or any part thereof

3.2 The Transferor covenants with the Transferee for itself and its successors in title and with the intention of binding the Retained Land and each and every part thereof that

3.2.1 upon receipt by the Transferor from the Transferee of the Relevant Sum the Transferor will deliver to the Transferee an absolute release of the covenant referred to in Clause 3.1 by way of a deed in such form as the Transferee shall reasonably require; and

3.2.2 as soon as reasonably practicable after the date hereof it will make an application to H M Registry to note the provisions of this Clause 3.2 and 3.3 on the register of the title for the Retained Land.

## C: Charges Register continued

3.3 On any disposition of the Retained Land or any part thereof the Transferor covenants with the Transferee that it shall procure that any person to whom a disposition (which for the avoidance of doubt shall include (inter-alia) a sale the grant of a lease and the creation of a mortgage or charge) is made will covenant directly with the Transferee in the terms of Clause 3.2 and this Clause 3.3 PROVIDED ALWAYS THAT (and notwithstanding) any other provisions of this Clause 3) where at any time the whole of the Retained Land is not in the sole ownership of one party the Transferee shall be deemed to have made due payment of the Relevant Sum in accordance with Clause 3.2 if such payment is made to The Prudential Assurance Company Limited irrespective of whether The Prudential Assurance Company Limited then retains an interest in any part of the Retained Land.

### SCHEDULE 4

#### (Calculation of the Relevant Sum)

##### 1. Definitions

Unless the contrary intention appears the following definitions apply in this Schedule 4:

"Index" the All Items Retail Prices Index published by the Office for National Statistics

"A" the last monthly figure shown in the last edition of the Index published before the date hereof:

"B" the last monthly figure shown in the last edition of the Index published one year before the Relevant Date

"The Relevant Date" the date of payment of the Relevant sum pursuant to Clause 5.2 of this Transfer

##### 2. Calculation of the Relevant Sum

2.1 The Relevant Sum is to be the greater of:

2.1.1 the sum of £100,000; and

2.1.2 the sum of £100,000 x B/A provided that in no circumstances shall the Relevant Sum exceed £150,000

2.2 If the Index ceases to be rebased after A is published but before B is published then an appropriate adjustment shall be made in the calculation to ensure that both B and A are calculated on the same basis.

2.3 If the Index ceases to be published then there shall be substituted in the calculation in paragraph 2.1.2 such other Index as the Transferor and Transferee shall agree as being a generally respected measure of the general increase in retail prices."

NOTE 1: The Burdened Land is the land in this title excluding the land edged and numbered 1,2,3,5 and 8 in yellow on the supplementary plan to the title plan.

NOTE 2: The Retained Land is the land comprised in title numbers SGL492168, SGL309286 and SGL171786.

7 (24.10.1997) The land is subject to the following rights reserved by the Transfer of the land in this title dated 30 September 1997 referred to above:-

"Subject to the exceptions and reservations set out in Part 2 of this Schedule

Part 2

Excepting and reserving to the Transferor for the benefit of the Retained Land:

## C: Charges Register continued

1. In relation to the part of the Property shown edged green on the plan annexed hereto marked "Plan 2" the following rights:

1.1 to deal as it may think fit with the Retained Property and to erect or permit to be erected upon it any buildings or structures even if they affect or diminish the light or air which may now or at any time be enjoyed by the Transferee in respect of this part of the Property

1.2 of free running and passage of water soil gas and electricity through any drains watercourses pipes cables or wires now on over or under this part of the Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of this part of the Property provided that such exception and reservation shall not apply to those parts of this part of the Property actually used for computer operations.

2. In relation to the remainder of the Property:

2.1 the free running and passing of soil water gas and electricity coming from and passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires on under or over this part of the Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of this part of the Property

2.2 the right to affix construct place maintain and use over or under any parts of this part of the Property (upon which no buildings have been erected) any sewers drain watercourse or pipe which may be necessary or convenient

2.3 to deal as it may think fit with the Retained Property and to erect or permit to be erected upon it any buildings or structures even if they affect or diminish the light or air which may now or at any time be enjoyed by the Transferee in respect of this Property and

2.4 the right of support and protection for the Retained Property from this part of the Property in so far as it exists at the date hereof.

provided that whilst the Lease dated 30 March 1984 referred to in Schedule 2 subsists the rights in paragraphs 2.3 and 2.4 shall be suspended."

NOTE 1: The Retained Property is the land comprised in titles SGL492168, SGL309286 and SGL171786.

NOTE 2: The Property edged green on the plan marked "Plan 2" annexed to the Transfer is the land shown edged and numbered 1, 2, 3, 5 and 8 in yellow on the supplementary plan to the title plan.

- 8 (24.10.1997) A Licence dated 23 October 1997 made between (1) The Port of London Authority and (2) Larchfield Investments Limited relates to the construction of a cantilever platform and contains restrictions.

*NOTE: Copy filed.*

- 9 (06.06.2011) UNILATERAL NOTICE affecting Flat 109 Falcon Point in respect of a Notice dated 20 August 2010 served under Section 42 of the Leasehold Reform Housing and Urban Development Act 1993.

*NOTE: Copy filed.*

- 10 (06.06.2011) BENEFICIARY: Nicholas Landau and Vivien Cheung of Sebastians, 92 Fleet Street, London EC4Y 1PB and of gmurphy@seblaw.co.uk.

- 11 (14.04.2014) An Agreement dated 28 March 2014 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Cerep Ludgate House Limited and Cerep Sampson House Limited (3) ING Bank N.V (4) Network Rail Infrastructure Limited and (5) Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of part of the land in this title being Sampson House and adjoining land to the north.



## C: Charges Register continued

*NOTE: Copy filed under TGL62703.*

- 12 (16.07.2015) UNILATERAL NOTICE affecting Flat 39 Falcon Point in respect of a notice dated 16 June 2015 served under section 13/42 of the Leasehold Reform, Housing and Urban Development Act 1993 by John Cole and Mary Marguerite Monica Cole pursuant to section 97(1) of that Act.
- 13 (16.07.2015) BENEFICIARY: John Cole and Mary Marguerite Monica Cole of Withy King LLP, Midland Bridge House, Midland Bridge Road, Bath, BA2 3FP.
- 14 (03.06.2016) REGISTERED CHARGE dated 17 May 2016.
- 15 (03.06.2016) Proprietor: OVERSEA-CHINESE BANKING CORPORATION LIMITED (incorporated in Singapore) of The Rex Building, 62 Queen Street, London EC4R 1EB.
- 16 (21.06.2016) The proprietor of the Charge dated 17 May 2016 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.
- 17 (15.02.2018) UNILATERAL NOTICE affecting Flat 30 Falcon Point in respect of a notice dated 12 February 2018 served under section 42 of the Leasehold Reform, Housing and Urban Development Act 1993 by Jean Mary Vigar pursuant to section 97(1) of that Act.

*NOTE: Copy filed.*

- 18 (15.02.2018) BENEFICIARY: Jean Mary Vigar of 6 Clanricarde Gardens, Tunbridge Wells, Kent TN1 1PH (jrc@keenemarsland.co.uk).
- 19 (06.03.2018) An Agreement dated 21 November 2017 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) The Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE: Copy filed under TGL62703.*

- 20 (23.01.2019) UNILATERAL NOTICE affecting 57 Falcon Point in respect of a notice dated 19 June 2018 served under section 42 of the Leasehold Reform, Housing and Urban Development Act 1993 by Robert Edward Wade and Monica Jane Wade pursuant to section 97(1) of that Act.
- 21 (23.01.2019) BENEFICIARY: Katy Jane Kolano of Flat 57 Falcon Point, Hopton Street, London SE1 9JB and E J Winter and Son LLP of St Laurence House, 10/12 The Forbury, Reading, Berks RG1 3EJ.
- 22 (29.01.2019) Option to purchase in favour of Network Rail Infrastructures Limited contained in an Agreement affecting the land edged and numbered 2, 3 (part of) and 4 (part of) in yellow on the title plan being the toilet block and station entrance, Hopton Street dated 31 March 2016 made between (1) Cerep Sampson House Limited and (2) Network Rail Infrastructures Limited upon the terms therein mentioned.

*NOTE:-Copy filed.*

- 23 (14.05.2019) Notice affecting 22 Falcon Point entered pursuant to section 97(1) of the Leasehold Reform, Housing and Urban Development Act 1993 that a notice dated 4 March 2019 has been served under section 42 of that Act by Raymond George Rankin Kain of 22 Falcon Point, Hopton Street, London SE1 9JW.

*NOTE: Copy filed.*

- 24 (30.12.2019) An Agreement dated 2 December 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) The Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning

## C: Charges Register continued

Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE:-Copy filed.*

- 25 (10.03.2020) An Agreement dated 4 March 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited and (3) Oversea-Chinese Banking Corporation Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE:-Copy filed.*

- 26 (07.01.2021) An Agreement dated 22 December 2020 made between (1) The Mayor And Burgesses Of The London Borough Of Southwark (2) Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) Bankside Quarter (Jersey) Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title.

*NOTE: Copy filed.*

- 27 (06.08.2021) A Deed of Variation dated 20 December 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited and (3) Oversea-Chinese Banking Corporation Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE:-Copy filed.*

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 30 March 1984 referred to in the Charges Register:-

The Transferee hereby covenants with the Transferor for the benefit of the Transferor's said viaduct and adjoining and neighbouring land to observe and perform the covenants set out in the Third Schedule hereto and with intent to bind the Transferee and its successors in title to the Property and each and every part thereof in whosoever hands the same may come.

### THE THIRD SCHEDULE hereinbefore referred to

1. NOT to commence any works of repair or renewal of the Property within ten feet of the said Viaduct until the Transferee has given notice to the Transferor (except in the case of emergency) who shall be entitled to give such directions as to the carrying out of the intended works and to the use of cranes scaffolding and apparatus in connection therewith as in the opinion of the Transferor's Chief Civil Engineer are reasonably necessary for the protection of the Viaduct and railway and all passengers and traffic thereon.

2. That no earth clay or other substance shall be excavated upon the Property and that no act shall be done thereon which may endanger the safety or stability of the Transferor's railway or property or of any neighbouring property and that no inflammable dangerous or explosive substance liquid or gas shall be stored or placed upon the Property other than fuel oils stored in proper containers and in accordance with all statutory requirements the Transferee taking all reasonable precautions against fire and explosion.

3. Not without the consent of the Transferor which shall not be unreasonably withheld (but may be granted subject to such requirements as the Transferor's said Engineer shall stipulate for the safety and protection of the Viaduct and the railway thereon) to carry out or to permit to be carried out any building operations or erect structures of any kind within the said ten feet strip of land immediately adjoining the Viaduct on the eastern side thereof.

## Schedule of restrictive covenants continued

4. Not to light or permit to suffer to be lighted the Property or any part thereof or to display or permit or suffer to be displayed lighted signs or other illuminations in such a manner or such as to cause confusion with the signals of the Transferor's railway or to be likely in the opinion of the Transferor's Chief Signal and Telecommunications Engineer (which shall not be open to question by the Transferee) to be so confused And if any lighting lighted sign or other illumination shall at any time be found to be confused with such signal or to be likely to be so confused upon request from the Transferor at once to alter the same in such a manner as to avoid such confusion or likely confusion.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	23.12.1980 7 (part of)	The Founders Arms Public House, Bankside (Basement ground (Terrace level) and first floors)	17.12.1980 125 years less 10 days from 15.12.1978	SGL309248
NOTE 1: The lease grants rights to use the vehicle entrance leading to the ground floor and the roads and footpaths edged and numbered 6 in yellow on the supplementary plan to the title plan, support and shelter, the right to erect a sign at the point marked X in blue on the supplementary plan to the title plan, the right to use electricity wires along the route shown by a blue broken line on the supplementary plan to the title plan, rights of entry and rights of overhang of a balcony over the land hatched brown on the supplementary plan to the title plan with rights of access over such land for the purpose of repair and maintenance of the said balcony. The lease also grants and reserves the passage of heating, water, soil, gas and electricity and rights of support.				
NOTE 2: No copy of the Lease referred to is held by HM Land Registry.				
2	9 (part of), 10 (part of) and 11 (part of)	Cable duct run	15.12.1980 80 years from 15.12.1978	
NOTE 1: The lease comprises also other land.				
NOTE 2: The lease grants a right of entry over adjoining land for the purpose of installing, laying, inspecting, maintaining or removing any ducts, cables, lines, plant or other apparatus.				
NOTE 3: Copy Lease filed under SGL134909.				
3	11.01.2007 13	Cable Duct	24.07.1981 80 years from 15.12.1978	TGL284994
NOTE 1: The Lease comprises also other land.				
NOTE 2: The Lease grants a right of entry for the purpose of installing, laying, inspecting, maintaining or removing the duct, cables, lines, plant or other apparatus under the land demised.				
NOTE 3: Lease registered under TGL284994				
4	14.05.1984 3 (part of), 4, 5 (part of) 6, 7, 9 (part of) 10, 11 (part of) 12 and 14	Land and Buildings on the North side of Hopton Street and Bankside	30.03.1984 99 years (less 10 days) from 15.12.1978	SGL402790
NOTE 1: The lease reserves rights of way, passage of running water, soil, gas and electricity, entry and other rights.				
NOTE 2: The lease comprises also other land.				



## Schedule of notices of leases continued

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
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NOTE 3: The lease contains mutual options for renewal

NOTE 4: The lease was deemed to have been surrendered and re-granted following the grant of a lease or leases under section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993 with the effect provided for by paragraph 10 of Schedule 11 to that Act.

NOTE 5: This lease is affected by the concurrent lease dated 22 December 2021 referred to below

5	22.11.2010 4 (part of)	Flat 25, Falcon Point (third floor)	23.01.2009 From 23 January 2009 to 29 November 2167	TGL339444
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6	10.01.2011 7 (part of)	Flat 101 Falcon Point (fourth floor)	15.10.2010 From and including 15 /10/2010 to and including 29/11/2167	TGL341204
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NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

7	12.01.2011 12 (part of)	Flat 6, Falcon Point (Third Floor)	20.12.2010 From 20.12.2010 to 29.11.2167	TGL341311
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NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

8	12.01.2011 12 (part of)	Flat 19, Falcon Point (Fifth Floor)	22.12.2010 From 22.12.2010 to 29.09.2167	TGL341313
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NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

9	12.01.2011 4 (part of)	Flat 74, Falcon Point (First Floor)	20.12.2010 From 20.12.2010 to 29.11.2167	TGL341319
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NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

10	12.01.2011 16 (part of)	Flat 50, Flacon Point (Fourth Floor)	20.12.2010 From 20.12.2010 to 29.11.2167	TGL341320
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NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

11	12.01.2011 16 (part of)	Flat 56, Falcon Point (Seventh Floor)	22.12.2010 From 22.12.2010 to 29.11.2167	TGL341321
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NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

12	12.01.2011 4 (part of)	Flat 110, Falcon Point (Fourth Floor)	22.12.2010 From 22.12.2010 to 29.11.2167	TGL341322
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NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

13	12.01.2011 4 (part of)	Flat 104, Falcon Point (First Floor)	22.12.2010 From	TGL341324
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## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
			22.12.2010 to 29.11.2167	
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
14	12.01.2011 4 (part of)	Flat 91, Falcon Point (Fourth Floor)	20.12.2010 From 20.12.2010 to 09.12.2167	TGL341325
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
15	12.01.2011 16 (part of)	Flat 12, Falcon Point (First Floor)	05.01.2011 From 05.01.2011 to 29.11.2167	TGL341328
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
16	12.01.2011 4 (part of) and 6 (part of)	Flat 59, Falcon Point (Second Floor)	22.12.2010 From 22.12.2010 to 29.11.2167	TGL341330
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
17	12.01.2011 16 (part of)	Flat 33, Falcon Point (Second Floor)	20.12.2010 From 20.12.2010 to 05.11.2167	TGL341327
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
18	12.01.2011 4 (part of)	Flat 82, Falcon Point (Fifth Floor)	20.12.2010 From 20.12.2010 to 29.11.2167	TGL341326
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
19	15.05.2012 4 (part of)	Flat 87, Falcon Point (Second Floor)	09.02.2012 From and including 9.2.2012 to and including 29.11.2167	TGL362859
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
20	15.10.2013 16 (part of)	Flat 42, Falcon Point (Sixth Floor)	22.08.2013 From and including 22.8.2013 to and including 29.11.2167	TGL386527
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
21	15.10.2013 4 (part of)	Flat 108, Falcon Point (Third Floor)	22.08.2013 From and including 22.8.2013 to and including 29.11.2167	TGL386526
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
22	16.02.2015 16 (part of)	Flat 32 Falcon Point (First Floor Flat)	10.02.2015 from and including	TGL417831

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
			10.2.2015 until and including 28.11.2167	
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993			
23	29.04.2015 4 (part of)	Flat 105 Falcon Point (second floor flat)	11.02.2015 From 11 February 2015 expiring on 28 November 2167	TGL417950
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
24	29.04.2015 6 (part of) and 4 (part of)	Flat 63 Falcon Point (fourth floor flat)	20.02.2015 From 20 February 2015 expiring on 38 November 2167	TGL418300
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
25	26.10.2015 4 (part of)	64 Falcon Point (fourth floor flat)	30.09.2015 From and including 30.9.2015 to and including 29.11.2167	TGL433650
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
26	16 (part of)	Flat 36, Falcon Point (Third Floor Flat)	25.04.2016 From and including 25.4.2016 to and including 29.11.2167	TGL447107
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
27	12.05.2016 16 (part of)	Flat 41 Falcon Point (sixth floor)	31.03.2016 From 31.3.2016 to 29.11.2167	TGL447892
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
28	27.06.2016 16 (part of)	Flat 39 Falcon Point (fifth floor)	17.06.2016 From 17.06.2016 to 03.12.2167	TGL450582
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993			
29	28.10.2016 4 (Part of)	Flat 76, Falcon Point (second floor)	25.10.2016 from and including 25.10.2016 to and including 29.11.2167	TGL459206
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
30	15.02.2017 16 (part of)	Flat 53, Falcon Point (Sixth floor)	03.02.2017 from and including 3.2.2017 until and including 29.11.2167	TGL467082
	NOTE: The lease was made under the provisions of 56 or 93(4) of the			

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	Leasehold Reform, Housing and Urban Development Act 1993.			
31	18.12.2017 12 (part of): 16 (part)	Flat 29, Falcon Point (Fifth Floor Flat)	12.12.2017 From and including 12.12.2017 until and including 29.11.2167	TGL167192
	NOTE: The lease was made under the provisions of 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
32	12.03.2018 16 (part of)	Flat 35, Falcon Point (Third floor)	02.03.2018 From and including 2 March 2018 until and including 29 November 2167	TGL496239
	NOTE: The lease was made under the provisions of 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993			
33	19.03.2019 16 (part of)	Flat 30, Falcon Point (Fifth Floor)	12.03.2019 From and including 12 March 2019 until and including 29 November 2167	TGL521729
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
34	12.08.2019 4 (part of) : 6 (part of)	Flat 57 Falcon Point (first floor)	06.08.2019 6 August 2019 to 29 November 2167	TGL531057
	NOTE: The lease was made under the provisions of 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993			
35	18.03.2020 16 (part of)	Flat 40 Falcon Point (Fifth Floor)	12.03.2020 From and including 12 March 2020 to and including 30 November 2167	TGL544617
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
36	02.07.2020 16 (part of)	Flat 21, Falcon Point (First Floor)	22.06.2020 from and including 22 June 2020 until and including 29 November 2167	TGL548214
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
37	02.07.2020 16 (part of)	Flat 24 Falcon Point (Second Floor Flat)	22.06.2020 From 22 June 2020 to and including 29 November 2167	TGL548210
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
38	03.07.2020 4 (part of)	Flat 86 Falcon Point (first floor flat)	22.06.2020 from 22 June 2020 until and	TGL548295

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
			including 29 November 2167	
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
39	03.07.2020 4 (part of)	Flat 90 Falcon Point (Third Floor)	22.06.2020 From and including 22.06.2020 to and including 29.11.2167	TGL548299
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993			
40	03.07.2020 Edged and numbered 12 in yellow (part of)	Flat 22 Falcon Point (First Floor)	22.06.2020 From and including 22 June 2020 until and including 28 November 2167	TGL548301
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
41	13.01.2022 3 (part of) and 4 (part of) in yellow	Southern Ticket Hall, Blackfriars Station	22.12.2021 999 years from 22 December 2021	TGL576672
	NOTE: This lease takes effect as a concurrent lease in relation to the lease identified above			
42	07.06.2022 6 (part of)	Flat 54 Falcon Point (Sixth Floor)	24.05.2022 From and including 24 May 2022 to and including 29 November 2167	TGL584297
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
43	12.12.2022 4 (part of)	Flat 79 Falcon Point (Fourth Floor)	28.11.2022 From and including 28 November 2022 until and including 29 November 2167	TGL594064
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
44	01.02.2023 16 (part of)	Flat 43 Falcon Point (first floor flat)	27.01.2023 From and including 27 January 2023 to and including 29 November 2167	TGL596619
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
45	28.03.2023 4 (part of)	68 Falcon Point (Sixth Floor Flat)	27.03.2023 From and including 27 March 2023 to and including 29 November 2167	TGL599796
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
46	04.05.2023 4 (part of)	Flat 70, Falcon Point (Seventh Floor)	29.03.2023 from 29 March 2023 to 29 November 2167	TGL601676

NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

This official copy is issued on 17 December 2024 shows the state of this title plan on 05 January 2024 at 17:44:04. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Telford Office .

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# SUPPLEMENTARY PLAN TO THE FILED PLAN

Scale  
1/1250

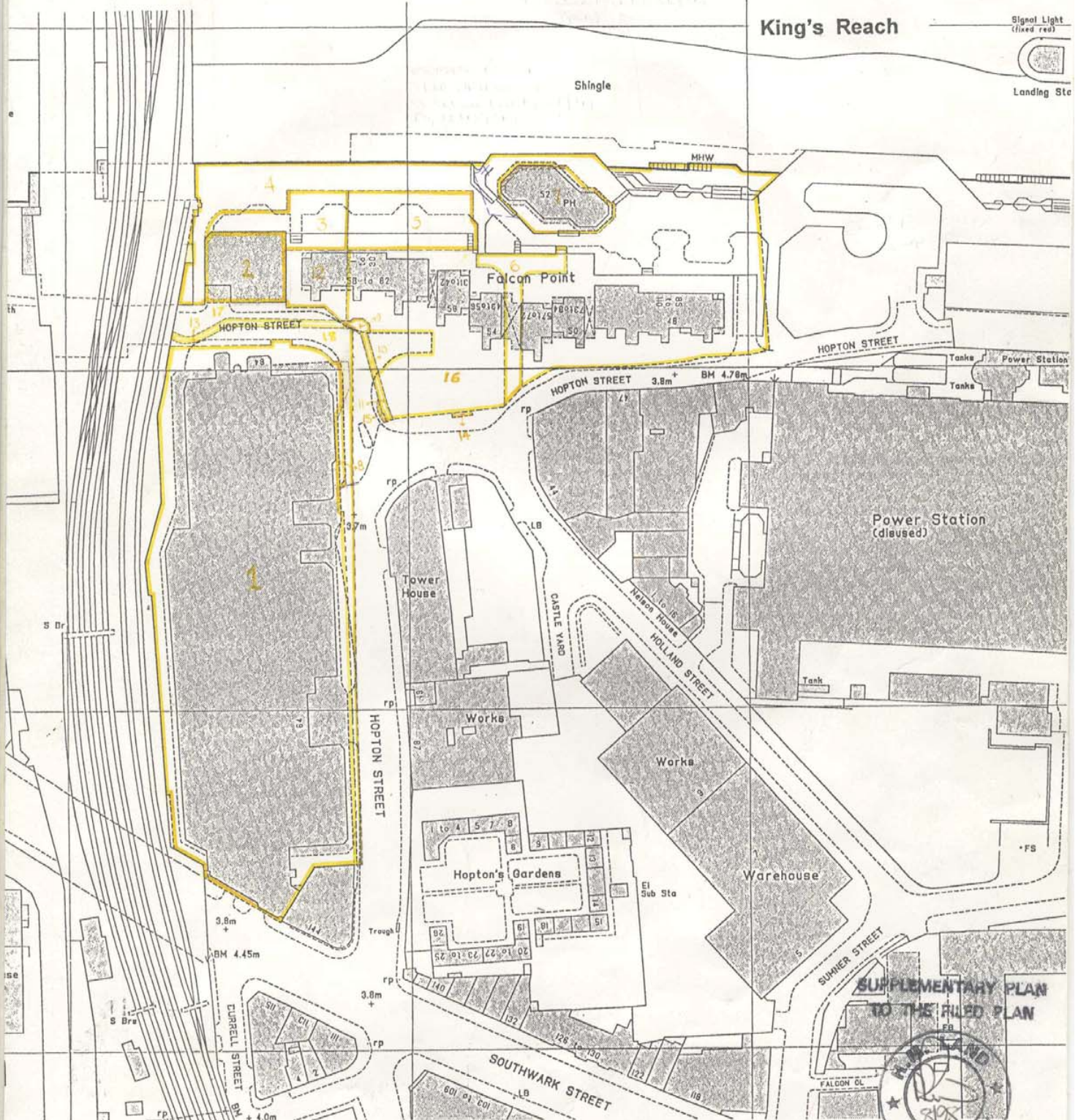
TGL138850



RIVER THAMES

King's Reach

Signal Light  
(fixed red)



SUPPLEMENTARY PLAN  
TO THE FILED PLAN



This official copy is incomplete without the preceding notes page.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number TGL583150

Edition date 05.01.2024

- This official copy shows the entries on the register of title on 17 DEC 2024 at 10:24:34.
- 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 17 Dec 2024.
- 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, Telford Office.

## A: Property Register

This register describes the land and estate comprised in the title.

### SOUTHWARK

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Hopton Street, London.
- 2 (12.05.2022) The land hatched brown on the title plan except so much thereof as forms part of the surface and actual soil of the public highway is included in this title.
- 3 There are excluded from this registration the mines and minerals excepted by a Conveyance of the land tinted brown on the title plan and other land dated 27 July 1933 made between (1) The Southern Railway Company (Company) and (2) The New Zealand Meat Producers Board (Purchasers) in the following terms:-

"Excepting nevertheless and Reserving all the mines and minerals (if any) in or under the said hereditaments hereby assured and a perpetual right for the Company their successors and assigns and others authorised by them to use any drains pipes or wires (but not any drains or pipes or wires connecting with the existing water closet on the said hereditaments hereby assured) now used by the Company in or over the said hereditaments hereby assured.

The Purchasers hereby covenant with the Company that they will observe and perform the following stipulations and conditions:-

(a) That the Company shall be under no liability for damage or injury to the hereditaments hereby assured or to the Purchasers in respect of the hereditaments hereby assured caused by the working or user of the Company's railway or the situation of the said hereditaments in relation thereto.

(b) That no road shall be constructed on the hereditaments hereby assured in such manner as to render the Company liable as frontages.

It is hereby agreed and declared that until the expiration of such notice as is hereinafter provided or in default of such notice at the expiration of twenty one years from the sixth day of June One thousand nine hundred and thirty three the hereditaments hereby assured and coloured blue on the said plans marked "A" and "B" respectively shall remain in the occupation or subject to the present user of the Company or their tenants AND the Company hereby covenant with the Purchasers



## A: Property Register continued

that during the continuance of such occupation or user as aforesaid as from the date hereof the Company will on the twenty seventh day of July One thousand nine hundred and thirty four and on the twenty seventh day of July in each subsequent year pay to the Purchasers an annual acknowledgement rent of a peppercorn (if demanded)."

NOTE: The land coloured blue above referred to is tinted brown on the title plan as far as it affects the land in this title.

- 4 The Transfer dated 30 March 1984 referred to in the Charges Register contains the following provision:-

"There is not included in this Transfer the foundations of the Arches of the Transferor's railway viaduct adjoining the Property so far as such foundations extend into or beneath the Property. The foundations so excluded are not included in the title.

The said Transfer also contains the following Agreement and Declaration:-

It is hereby agreed and declared that the carrying on by the Transferor of its undertaking on the Transferor's adjoining land in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be a breach of covenants for quiet enjoyment implied herein by reason of the Transferor being expressed to transfer the Property as beneficial owner nor to be in derogation of its grant."

- 5 (24.10.1997) By the Transfer dated 30 September 1997 referred to in the Charges Register the land was expressed to be transferred together with the following rights:-

"Together with the free running and passage of soil water gas and electricity coming from and passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires on under or over the Retained Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of the Retained Property."

- 6 (19.11.2019) A Deed dated 1 February 2017 made between (1) Sampson House Limited, (2) Oversea-Chinese Banking Corporation Limited and (3) Network Rail Infrastructure Limited relates to the release of rights to light or air as therein mentioned.

*NOTE: Copy deed filed under TGL138850.*

- 7 (12.05.2022) The land has the benefit of any legal easements granted by a Transfer of the land in this title dated 10 May 2022 made between (1) Sampson House Limited and (2) The Mayor and Burgesses of the London Borough of Southwark but is subject to any rights that are reserved by the said deed and affect the registered land.

*NOTE: Copy 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 (29.06.2023) PROPRIETOR: SAMPSON HOUSE LIMITED (incorporated in Jersey)(OE ID: OE018947) care of Native Land Ltd, Crestbridge Limited, 47 Esplanade, St Helier, Jersey, JE1 0BD.
- 2 (29.04.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be completed by registration without a certificate signed by the Proprietor's conveyancer that the provisions of clause 54.3 of an agreement dated 31 March 2016 made between (1) Network Rail Infrastructure Limited (2) CEREP Ludgate House Limited and

## B: Proprietorship Register continued

- (3) CEREP Sampson House Limited have been complied with or that they do not apply to the disposition.
- 3 (07.06.2017) RESTRICTION: No disposition of the part of the registered estate edged red on the plan attached to a Deed of Covenant dated 1 June 2017 made between (1) Sampson House Limited and (2) Network Rail Infrastructure Limited (other than a Charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of Clause 3 of a Deed of Covenant dated 1 June 2017 referred to above have been complied with or that they do not apply to the disposition.
- 4 (05.01.2024) 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 29 December 2023 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register or their conveyancer.
- 5 (05.01.2024) The proprietor's address for service has been changed.

## C: Charges Register

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

- 1 A Transfer of the land in this title and other land excluding that tinted and hatched brown on the title plan dated 30 March 1984 made between (1) British Railways Board (Transferor) and (2) The Prudential Assurance Company Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land in this title excluding the land tinted and hatched brown on the title plan is subject to the following rights reserved by the Transfer dated 30 March 1984 referred to above:-

"The rights specified in the First Schedule hereto are excepted and reserved unto the Transferor in fee simple for the benefit of the Transferor's said viaduct and adjoining and neighbouring land.

THE FIRST SCHEDULE hereinbefore referred to

(a) The free running and passing of water soil gas and electricity coming from or passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires now on over or under the Property and the right to maintain the same and to connect thereto and to any other services forming part of the Property.

(b) The right within eighty years from the date hereof.

(i) to fix construct place maintain and use over or under any parts of the Property upon which no buildings have been erected any sewer drain watercourses or pipe which may be necessary or convenient.

(ii) to carry out above ground level on or from any part of the Property upon which no buildings above ground level have been erected any works which may in the opinion of the Transferor be necessary for the proper operation of the Transferor's undertaking.

(c) The right at all reasonable times (or in case of emergency at any time) with or without vehicles plant apparatus and workmen to enter on the Property for the purpose of inspecting maintaining altering and carrying out works to the Viaduct and the foundations of the Arches thereof and other works and any adjoining property of the Transferor and of exercising the rights reserved by paragraphs (a) and (b) hereof PROVIDED that in the exercise of such rights referred to in sub-paragraphs (a) (b) and (c) above and (d) and (e) below the Transferor shall:-

(i) make good any damage caused thereby to the Property

## C: Charges Register continued

(ii) carry out the said works in a manner which will cause the minimum possible amount of inconvenience to the Transferee and its tenants

(iii) carry out the said works with due regard to reasonable security requirements of the Transferee or its tenants

(iv) not carry out or permit any development to be carried out which might adversely affect the operation of any computer installed upon the Property subject nevertheless to the Transferor's right of carrying on their statutory railway undertaking on their adjoining or neighbouring property

AND PROVIDED FURTHER that the reservations contained in sub-paragraphs (a) (b) and (c) above shall not apply to those parts of the Property actually used for computer operations

(d) the power and liberty at any time hereafter to stop up or otherwise affect any rights of way or other easements or privileges whether now in existence or not which the Transferee may at any time hereafter be using or enjoying (other than by virtue of the express provisions of this Transfer or of any Grant or Licence in writing from the Transferor) over any adjoining land as appurtenant incident or belonging to the Property.

(e) Full right and liberty from time to time to use their adjoining and neighbouring lands for the purposes of their railway undertaking in such manner as they may think fit and to build or execute works for operational purposes upon such lands but not so substantially as to restrict the access of light and air to the Property.

(f) A right of way with or without vehicles at all times and for all purposes over (i) so much as is included in this Transfer of the access way leading from Hopton Street aforesaid and passing over the Property and thence through the gateway erected under the Viaduct to the entrance on the western side of the Viaduct to the Transferor's Arches under the Viaduct and to the Transferor's premises situate on the western side of the Viaduct (ii) over and along the strip of land ten feet in width immediately adjoining the Viaduct on the eastern side thereof for the purpose of inspecting maintaining and renewing the Viaduct and the piers footings abutments and foundations thereof including the right to erect scaffolding and apparatus in connection with such works."

3 (24.10.1997) A Transfer of the land in this title and other land dated 30 September 1997 made between (1) The Prudential Assurance Company Limited and (2) Larchfield Investments Limited contains the following covenants:-

### RESTRICTIVE COVENANTS

"3.1 The Transferee covenants with the Transferor for the benefit of the Retained Land that the Transferee and its successors in title will not carry out or permit to be carried out any redevelopment of the Burdened Land or any part thereof

3.2 The Transferor covenants with the Transferee for itself and its successors in title and with the intention of binding the Retained Land and each and every part thereof that

3.2.1 upon receipt by the Transferor from the Transferee of the Relevant Sum the Transferor will deliver to the Transferee an absolute release of the covenant referred to in Clause 3.1 by way of a deed in such form as the Transferee shall reasonably require; and

3.2.2 as soon as reasonably practicable after the date hereof it will make an application to H M Registry to note the provisions of this Clause 3.2 and 3.3 on the register of the title for the Retained Land.

3.3 On any disposition of the Retained Land or any part thereof the Transferor covenants with the Transferee that it shall procure that any person to whom a disposition (which for the avoidance of doubt shall include (inter-alia) a sale the grant of a lease and the creation of a

## C: Charges Register continued

mortgage or charge) is made will covenant directly with the Transferee in the terms of Clause 3.2 and this Clause 3.3 PROVIDED ALWAYS THAT (and notwithstanding) any other provisions of this Clause 3) where at any time the whole of the Retained Land is not in the sole ownership of one party the Transferee shall be deemed to have made due payment of the Relevant Sum in accordance with Clause 3.2 if such payment is made to The Prudential Assurance Company Limited irrespective of whether The Prudential Assurance Company Limited then retains an interest in any part of the Retained Land.

### SCHEDULE 4

#### (Calculation of the Relevant Sum)

##### 1. Definitions

Unless the contrary intention appears the following definitions apply in this Schedule 4:

"Index" the All Items Retail Prices Index published by the Office for National Statistics

"A" the last monthly figure shown in the last edition of the Index published before the date hereof:

"B" the last monthly figure shown in the last edition of the Index published one year before the Relevant Date

"The Relevant Date" the date of payment of the Relevant sum pursuant to Clause 5.2 of this Transfer

##### 2. Calculation of the Relevant Sum

2.1 The Relevant Sum is to be the greater of:

2.1.1 the sum of £100,000; and

2.1.2 the sum of £100,000 x B/A provided that in no circumstances shall the Relevant Sum exceed £150,000

2.2 If the Index ceases to be rebased after A is published but before B is published then an appropriate adjustment shall be made in the calculation to ensure that both B and A are calculated on the same basis.

2.3 If the Index ceases to be published then there shall be substituted in the calculation in paragraph 2.1.2 such other Index as the Transferor and Transferee shall agree as being a generally respected measure of the general increase in retail prices."

NOTE 1: The Burdened Land is the land in this title excluding the land hatched blue on the the title plan.

NOTE 2: The Retained Land is the land comprised in title numbers SGL492168, SGL309286 and SGL171786.

4 (24.10.1997) The land is subject to the following rights reserved by the Transfer dated 30 September 1997 referred to above:-

"Subject to the exceptions and reservations set out in Part 2 of this Schedule

##### Part 2

Excepting and reserving to the Transferor for the benefit of the Retained Land:

1. In relation to the part of the Property shown edged green on the plan annexed hereto marked "Plan 2" the following rights:

1.1 to deal as it may think fit with the Retained Property and to erect or permit to be erected upon it any buildings or structures even if they affect or diminish the light or air which may now or at any time

## C: Charges Register continued

be enjoyed by the Transferee in respect of this part of the Property

1.2 of free running and passage of water soil gas and electricity through any drains watercourses pipes cables or wires now on over or under this part of the Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of this part of the Property provided that such exception and reservation shall not apply to those parts of this part of the Property actually used for computer operations.

2. In relation to the remainder of the Property:

2.1 the free running and passing of soil water gas and electricity coming from and passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires on under or over this part of the Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of this part of the Property

2.2 the right to affix construct place maintain and use over or under any parts of this part of the Property (upon which no buildings have been erected) any sewers drain watercourse or pipe which may be necessary or convenient

2.3 to deal as it may think fit with the Retained Property and to erect or permit to be erected upon it any buildings or structures even if they affect or diminish the light or air which may now or at any time be enjoyed by the Transferee in respect of this Property and

2.4 the right of support and protection for the Retained Property from this part of the Property in so far as it exists at the date hereof.

provided that whilst the Lease dated 30 March 1984 referred to in Schedule 2 subsists the rights in paragraphs 2.3 and 2.4 shall be suspended."

NOTE 1: The Retained Property is the land comprised in titles SGL492168, SGL309286 and SGL171786.

NOTE 2: The Property edged green on the plan marked "Plan 2" annexed to the Transfer is the land shown tinted pink on the title plan.

- 5 (14.04.2014) An Agreement dated 28 March 2014 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Cerep Ludgate House Limited and Cerep Sampson House Limited (3) ING Bank N.V (4) Network Rail Infrastructure Limited and (5) Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of part of the land in this title being Sampson House and adjoining land to the north.

*NOTE: Copy filed under TGL62703.*

- 6 (29.01.2019) Option to purchase in favour of Network Rail Infrastructures Limited contained in an Agreement affecting the land edged and numbered 2, 3 (part of) and 4 (part of) in yellow on the title plan being the toilet block and station entrance, Hopton Street dated 31 March 2016 made between (1) Cerep Sampson House Limited and (2) Network Rail Infrastructures Limited upon the terms therein mentioned.

*NOTE:-Copy filed under TGL138850.*

- 7 (06.03.2018) An Agreement dated 21 November 2017 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) The Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE: Copy filed under TGL62703.*

- 8 (10.03.2020) An Agreement dated 4 March 2019 made between (1) The Mayor



## C: Charges Register continued

and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited and (3) Oversea-Chinese Banking Corporation Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE:-Copy filed under TGL138850.*

- 9 (30.12.2019) An Agreement dated 2 December 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) The Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE:-Copy filed under TGL138850.*

- 10 (06.08.2021) A Deed of Variation dated 20 December 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited and (3) Oversea-Chinese Banking Corporation Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE:-Copy filed under TGL138850.*

- 11 (07.01.2021) An Agreement dated 22 December 2020 made between (1) The Mayor And Burgesses Of The London Borough Of Southwark (2) Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) Bankside Quarter (Jersey) Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title.

*NOTE: Copy filed under TGL138850.*

- 12 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

*NOTE: Each lease is referenced by edging and numbering in blue on the title plan.*

- 13 (05.01.2024) REGISTERED CHARGE contained in a Security Agreement dated 29 December 2023.
- 14 (05.01.2024) Proprietor: OVERSEA-CHINESE BANKING CORPORATION LIMITED (incorporated in Singapore)(UK Regn. No. FC006487) of The Rex Building, 62 Queen Street, London EC4R 1EB.
- 15 (05.01.2024) The proprietor of the Charge dated 29 December 2023 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.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 30 March 1984 referred to in the Charges Register:-

The Transferee hereby covenants with the Transferor for the benefit of the Transferor's said viaduct and adjoining and neighbouring land to observe and perform the covenants set out in the Third Schedule hereto and with intent to bind the Transferee and its successors in title to the Property and each and every part thereof in whosoever hands the same may come.

THE THIRD SCHEDULE hereinbefore referred to

1. NOT to commence any works of repair or renewal of the Property within ten feet of the said Viaduct until the Transferee has given notice to the Transferor (except in the case of emergency) who shall be

## Schedule of restrictive covenants continued

entitled to give such directions as to the carrying out of the intended works and to the use of cranes scaffolding and apparatus in connection therewith as in the opinion of the Transferor's Chief Civil Engineer are reasonably necessary for the protection of the Viaduct and railway and all passengers and traffic thereon.

2. That no earth clay or other substance shall be excavated upon the Property and that no act shall be done thereon which may endanger the safety or stability of the Transferor's railway or property or of any neighbouring property and that no inflammable dangerous or explosive substance liquid or gas shall be stored or placed upon the Property other than fuel oils stored in proper containers and in accordance with all statutory requirements the Transferee taking all reasonable precautions against fire and explosion.

3. Not without the consent of the Transferor which shall not be unreasonably withheld (but may be granted subject to such requirements as the Transferor's said Engineer shall stipulate for the safety and protection of the Viaduct and the railway thereon) to carry out or to permit to be carried out any building operations or erect structures of any kind within the said ten feet strip of land immediately adjoining the Viaduct on the eastern side thereof.

4. Not to light or permit to suffer to be lighted the Property or any part thereof or to display or permit or suffer to be displayed lighted signs or other illuminations in such a manner or such as to cause confusion with the signals of the Transferor's railway or to be likely in the opinion of the Transferor's Chief Signal and Telecommunications Engineer (which shall not be open to question by the Transferee) to be so confused And if any lighting lighted sign or other illumination shall at any time be found to be confused with such signal or to be likely to be so confused upon request from the Transferor at once to alter the same in such a manner as to avoid such confusion or likely confusion.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	11.01.2007 6	Cable Duct	24.07.1981 80 years from 15.12.1978	TGL284994
NOTE 1: The Lease comprises also other land.				
NOTE 2: The Lease grants a right of entry for the purpose of installing, laying, inspecting, maintaining or removing the duct, cables, lines, plant or other apparatus under the land demised.				
NOTE 3: Lease registered under TGL284994.				
2	10.06.1987 2	land at Hopton Street, Bankside	27.02.1987 99 years less 11 days from 15.12.1978	SGL485150
NOTE: The lease contains mutual options for renewal as therein mentioned				
3	14.05.1984 3	Land and Buildings on the North side of Hopton Street and Bankside	30.03.1984 99 years (less 10 days) from 15.12.1978	SGL402790
NOTE 1: The lease reserves rights of way, passage of running water, soil, gas and electricity, entry and other rights.				
NOTE 2: The lease comprises also other land.				
NOTE 3: The lease contains mutual options for renewal				
NOTE 4: The lease was deemed to have been surrendered and re-granted following the grant of a lease or leases under section 56 or 93(4) of				

## Schedule of notices of leases continued

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
the Leasehold Reform, Housing and Urban Development Act 1993 with the effect provided for by paragraph 10 of Schedule 11 to that Act.			

End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 17 December 2024 shows the state of this title plan on 17 December 2024 at 10:24:34. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

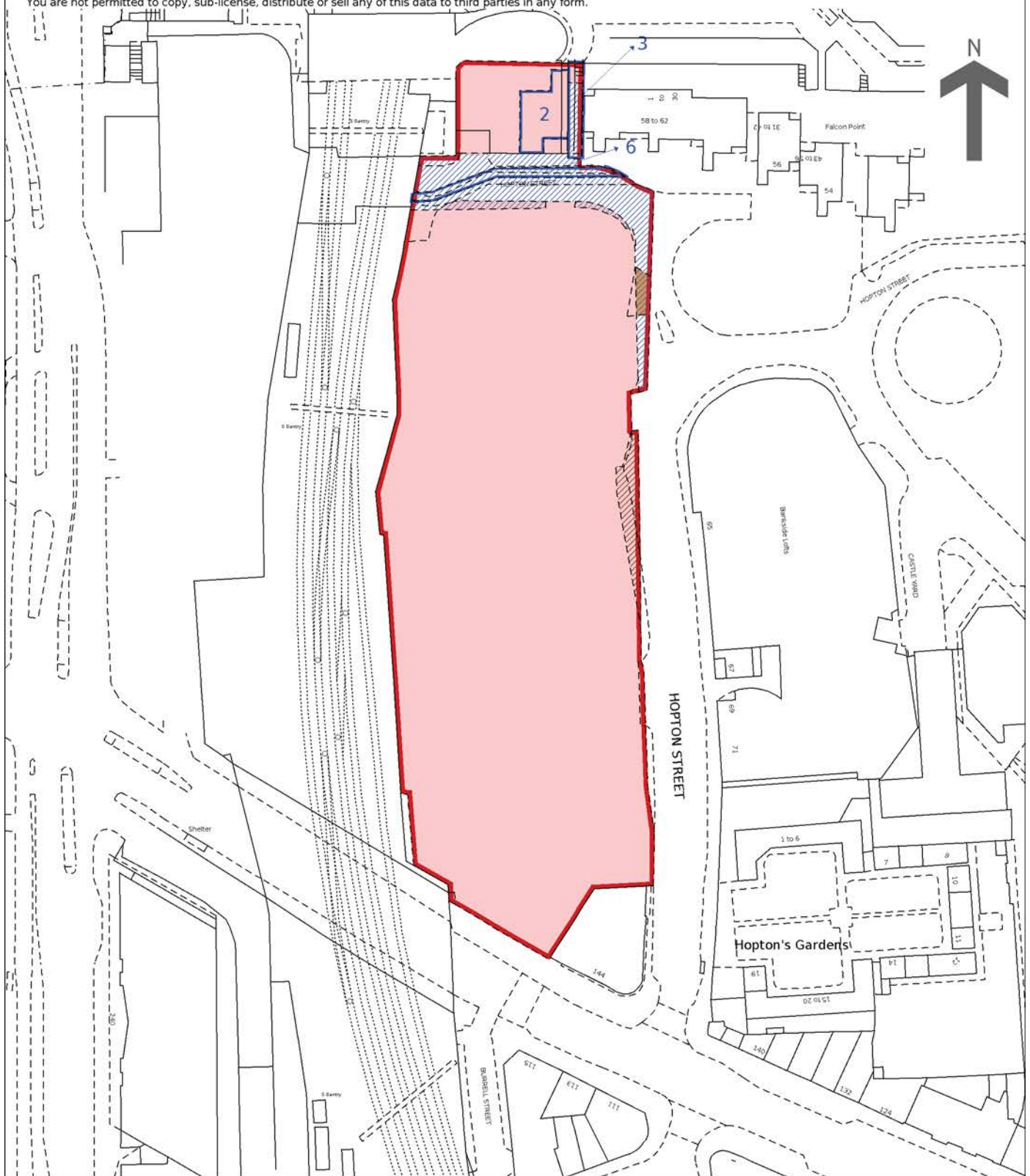
This title is dealt with by the HM Land Registry, Telford Office .

# HM Land Registry Official copy of title plan

Title number **TGL583150**  
Ordnance Survey map reference **TQ3180SE**  
Scale **1:1250**  
Administrative area **Southwark**



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**MULTIPLEX CONSTRUCTION EUROPE LTD**

**Important Notice**  
**High Court of Justice – Claim No QB-2020-002702**

On **19 January 2024**, an injunction was made by the High Court of Justice prohibiting anyone from entering **and climbing** or remaining **and climbing** at any part of the construction site at Bankside Yards, Blackfriars Road, London SE1 9UY without the owners' permission. Anyone in breach of the injunction will be in contempt of court and may be imprisoned, fined or have their assets seized.

**This means that you must not go beyond this notice and enter this construction site without permission.**

**If you do, you may be sent to prison or have your assets seized.**

Copies of the documents listed below may be viewed at:-  
<https://www.multiplex.global/news/london-injunction-bankside-yards/>

Copies may also be obtained from the Site Office or by contacting **Becky Rowell of Multiplex on 07834161460 or by email [Becky.Rowell@Multiplex.Global](mailto:Becky.Rowell@Multiplex.Global).**

- Court Order dated **19 January 2024**.
- Amended Claim Form + Amended Particulars of Claim.
- Witness Statements of Martin Wilshire dated 27 July 2020 and 24 January 2021.
- Witness Statements of Stuart Wortley dated 28 February 2022, 21 December 2023 and 18 January 2024.
- **Various other documents relating to this claim.**







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- Various other documents relating to this claim.











On behalf of: First, Second and Third Claimants

Witness: Jamie Philip Godden

No. of Witness Statement: First

Exhibit: "JPG1"

Date: 20 December 2024

Claim No. QB-2020-002702

**(1) MULTIPLEX CONSTRUCTION EUROPE LIMITED**

**(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)**

**(3) SAMPSON HOUSE LIMITED (INCORPORATED IN JERSEY)**

**Claimants**

**and**

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

**Defendants**

---

**WITNESS STATEMENT OF JAMIE PHILIP  
GODDEN**

---

I, **JAMIE PHILIP GODDEN** of 99 Bishopsgate, 2nd Floor, London EC2M 3XD **WILL SAY** as follows:-

1. I am the Project Director for the First Claimant.
2. On 19 January 2024, The Honourable Mr Justice Ritchie granted an interim injunction to restrain the Defendants from entering or remaining upon Bankside Yards (the "**Injunction**"). The Injunction is expressed to last until 20 January 2025.
3. I make this Witness Statement in support of the Claimants' application to extend the duration of the Injunction and a minor amendment to the particulars of claim (the "**Application**").
4. 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. I have adopted the definition of "Bankside Yards" which is used in other witness evidence filed in these proceedings.

## BACKGROUND

5. The registered titles of the parcels of land comprising Bankside Yards are vested in the Second Claimant and the Third Claimant.
6. The Second Claimant is the long leasehold proprietor (and therefore the party entitled to immediate possession) and also the freehold proprietor of parcels of land which comprise part of Bankside Yards. The Second Claimant's leasehold titles are registered at the Land Registry under numbers TGL541676, TGL467215, TGL467217, TGL501998. The Second Claimant's freehold title is registered at the Land Registry under number TGL62703. Official Copies of the Register and Title Plans for the Second Claimant's titles can be found at **pages 1 - 32 of JPG1**.
7. The Third Claimant is the freehold proprietor of the part of Bankside Yards which is registered at the Land Registry under title numbers TGL138850 and TGL583150. Official Copies of the Register and Title Plans for the Third Claimant's titles can be found at **pages 33 - 64 of JPG1**.
8. The First Claimant is an international construction contractor delivering high specification projects around the world, with a particular focus on prime London markets.
9. The First Claimant is appointed by the Second Claimant and Third Claimant as Principal Contractor for the purposes of the Construction (Design and Management) Regulations 2015 in connection with the redevelopment of Bankside Yards for residential and commercial use. Copies of the documents relating to the appointment of the First Claimant can be provided to the Court if required but the main provisions relevant to both agreements are set out in the previous witness statements of Martin Philip Wilshire dated 27 July 2020 and 25 January 2021 ("**Mr Wilshire's Statements**").
10. As explained in Mr Wilshire's Statements, the redevelopment of Bankside Yards is being carried out in a phased manner. The projected date for practical completion of the first phase of the Bankside Yards was December 2022 and the second phase was projected to be completed in December 2023. Both phases have now been completed.
11. On 29 December 2023, the First and Second Claimants entered into an agreement in relation to the construction of a 50-storey residential tower at Bankside Yards, known as Building 2 (the "**Building 2 Contract**") for a contract sum of circa £173 million.
12. The provisions of clause 2.2 of the Building 2 Contract impose various responsibilities on the First Claimant, requiring it to comply with statutory requirements which are relevant to the health and safety of those who work at / visit Bankside Yards.
13. The provisions of clause 2.3 of the Building 2 Contract confer on the First Claimant the right to possession of the land and buildings for the duration of the works.
14. The works in relation to the construction of Building 2 are projected to be completed in the first quarter of 2027. The concrete frame for the first 26 floors is already constructed and a further 24

floors are due to be constructed. A crane is in place to facilitate the works and the First Claimant intends to install a scaffold bridge at level 21 imminently. The crane is projected to be removed in or around April 2026, once the structure of the Building 2 is completed. It is the presence of the crane, and an associated common tower which runs up the outside of the part of the building that has already been constructed (both shown on the photograph at **page 65 of JPG1**) that is of particular concern for the First Claimant. As explained further below these structures present an increased risk of trespass at Bankside Yards. It is for this reason that the Application and draft order seek to extend the current interim injunction until 30 April 2026.

## URBAN EXPLORING

15. As set out in Mr Wilshire's Statements, the First Claimant has an ongoing concern regarding the likelihood of 'roof-topping' at Bankside Yards.
16. By way of a recap, 'roof-topping' involves individuals / urban explorers (also known as 'urbex') gaining access to the roof of a building (without the consent of the building owner) in order to take photographs and / or videos. Some urban explorers go roof topping in order to post videos of themselves free running and parkouring (which involves climbing and leaping rapidly over obstacles) at dangerous heights. I refer to various screenshots of social media posts, uploaded by parkour enthusiasts, at **pages 66 - 71 of JPG1**, showing them trespassing to gain access to tall structures in order to film their climbs.
17. I understand that urban explorer activity continues to be highly problematic when it comes to construction sites, particularly where there are tower cranes installed. Examples of recent social media posts of individuals roof-topping can be found at **pages 72 - 81 of JPG1**. These have been redacted so as to maintain the individuals' anonymity however the dates on which they were posted and the 'hashtags' demonstrate this is an ongoing issue.
18. I refer, in particular, to a screenshot of the post, posted on or around the 14<sup>th</sup> of December 2024 and shown on **page 75 of JPG1** in which the urban explorers state: "*we counted at least 90 cameras at the start (we eventually stopped counting as there was too many), over 30 security vans and staff all over the site and still managed to sneak through the net*". This refers to premises in Port Talbot.
19. A fellow urban explorer who appears to have been a member of the same group, scaling the same structure stated: "*now we have a solid sneaky route through the site you can be sure we will all be back for another nosey and hopefully a lot better quality shots*". Their post is at **page 76 of JPG1**.
20. This demonstrates that, despite the property owner's attempts to secure the site, the urban explorers persisted and managed to find a way in, with the intention of returning again to take more photographs. Whilst I consider that the injunction granted has reduced the number of these attempts at Bankside Yards, this is clear evidence that the practices of urban explorers continue

and would, in my opinion, commence with more frequency if the injunction were not in place to protect Bankside Yards.

21. There are numerous social media pages where urban explorers post about their latest ‘achievements’, including (among many others):
  - UK (and beyond) Urban Exploration – Urbex
  - Urban Exploring UK
  - Project Urbex UK
  - Forgotten urbex UK
22. These all evidence that construction sites, particularly which include tower cranes have become a particular target for urban explorers. The First Claimant is therefore concerned about the likelihood of urban explorers attempting to access / accessing Bankside Yards as there is currently a tower crane installed at the Bankside Yards construction site and a scaffold bridge is due to be installed imminently. These create high level platforms that can be accessed (potentially via the external common tower) for exactly the kind of high thrill activity that the urban explorers are looking for.
23. I consider that Bankside Yards, with the added “attraction” of the tower crane and scaffold bridge, will be a target for urban explorers given its proximity to the Thames and the City of London as well as the far reaching views over some of the iconic skyline features of Greater London.
24. The risks associated with accessing and climbing these tall structures are increased in circumstances where security on patrol approaches the urban explorers who are often tempted to run away, putting themselves in danger of tripping or even falling down voids.
25. Urban exploring tends to be carried out by teenagers and young adults who likely underestimate the dangers of accessing active construction sites. All staff attending construction sites receive specialised training and are required to wear personal protective equipment to ensure their safety. Urban explorers do not have such training and, as I understand, no safety precautions / gear are taken when roof topping. The social media posts referenced above and exhibited demonstrate this.
26. The risks are evident from the number of deaths around the world which are referred to in Mr Wilshire’s Statements.
27. Most recently on 13 October 2024, a British influencer, Lewis Stevenson, who was famous for roof topping around the world, lost his grip and fell to his death from a 192m-tall bridge in Spain. Mr Stevenson was only 26 years old and one of his many roof topping stunts in London involved resting on a metal beam overlooking the City of London. Images of his many stunts in London are at **pages 79 - 81 of JPG1**. One of the images shows Mr Stevenson on the end of a crane, by the crane hook.

28. I understand that the risks have also been acknowledged on numerous occasions by the Courts. In fact, on 16 February 2023, in the case of *Quintain (Wembley Retail Park) Limited v Persons Unknown*, HHJ Simpkins sitting in the High Court of Justice continued an injunction designed to prevent trespass by urban explorers on a development site near Wembley Stadium until late July 2025, by which time much of the construction of the development is anticipated to be complete. The court did so having considered evidence of the potential attraction of the site to urban explorers, due to the presence of cranes, good transport links and views of the iconic Wembley Stadium, and the real dangers of urban exploring. As above I consider that very similar risks are present at the Bankside Yard site.

## **MULTIPLEX SECURITY MEASURES**

29. As mentioned in Mr Wilshire's first statement, 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.
30. There are a number of security arrangements in place at Bankside Yards, including:
- 30.1 timber site hoardings which are a minimum of 2 metres high;
  - 30.2 24 hour CCTV monitoring;
  - 30.3 24 hour security personnel;
  - 30.4 intruder alarms (both audible and silent); and
  - 30.5 anti-climb measures on hoardings and tower cranes.
31. Notwithstanding these measures, urban explorers continue to attempt to gain entry to Bankside Yards.
32. There have been incidents of trespass and attempted trespass at Bankside Yards, although these have decreased since the Injunction has been in force, I believe as a result of the Injunction. The most recent incident was on 18 October 2024 when a number of teenagers appeared to be 'scoping' the site, with two of the group members climbing on the perimeter fence in an attempt to gain access. They were ultimately deterred by the First Claimant's security personnel. A report from onsite security can be found at **pages 82 - 83 of JPG1**.
33. While the Claimants maintain stringent security measures to ensure public safety, it is evident that the Injunction is an important deterrent as other sites, where similar security measures have been adopted but which do not have the added protection of an injunction, continue to be targeted. Examples of recent urban explorer activity at other sites in London are at **pages 84 - 87 of JPG1**.

## EXTENDING THE DURATION OF THE INJUNCTION

34. On 19 January 2024, Mr Justice Ritchie granted the Injunction to restrain the Defendants from entering or remaining on the Bankside Yards construction site. The Injunction was granted until 20 January 2025.
35. Earlier injunctions (in substantially the same terms) were granted in these proceedings by:
- Mr Justice Soole - dated 30 July 2020;
  - Mr Justice Bourne - dated 26 January 2021;
  - Mr Justice Stewart - dated 4 March 2021;
  - Mr Justice William Davis - dated 20 July 2021;
  - Master Dagnall - dated 26 October 2021;
  - HHJ Shanks (sitting as a High Court judge) - dated 3 March 2022; and
  - Mrs Justice Jefford dated 21 December 2023.
36. For all of the reasons set out in Mr Wilshire's Statements and herein, I believe that Bankside Yards will continue to be a target for urban explorers for as long as it remains a construction site and therefore respectfully request that the Injunction be extended in accordance with the terms of the draft Order enclosed with the Claimants' Application for a period of time when, in my opinion, the site poses the highest risk as a result of the presence of the crane and high level platform which are anticipated to be removed in or around April 2026.
37. Finally I confirm that the First Claimant remains willing and able to provide the undertaking in the form set out in the draft order annexed to the Application and I attach the most recent audited accounts for the First Claimant in support of that at **pages 88 - 123 of JPG1**.

## STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true.

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

 Digitally signed by Jamie Godden  
DN: C=GB,  
E=jamie.godden@multiplex.global,  
OU=Multiplex, CN=Jamie Godden  
Date: 2024.12.20 16:14:34Z00'00'  
Signed.....

Jamie Philip Godden

Dated.....20 December 2024.....



On behalf of: Claimants  
Witness: Jamie Philip Godden  
No. of Witness Statement: First  
Exhibit: "JPG1"  
Date: 20 December 2024

Claim No. QB-2020-002702

**(1) MULTIPLEX CONSTRUCTION EUROPE LIMITED**  
**(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)**  
**(3) SAMPSON HOUSE LIMITED (INCORPORATED IN JERSEY)**

**Claimants**

**and**

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

**Defendants**

---

**EXHIBIT TO WITNESS STATEMENT OF**  
**JAMIE PHILP GODDEN**

---

This is the exhibit marked "JPG1" referred to in the witness statement of Jamie Philp Godden

Signed:

**Jamie Godden**

Digitally signed by Jamie Godden  
DN: C=GB,  
E=jamie.godden@multiplex.global,  
OU=Multiplex, CN=Jamie Godden  
Date: 2024.12.20 16:14:15Z00'00'

Dated: 20 December 2024

On behalf of: Claimants  
Witness: Jamie Philip Godden  
No. of Witness Statement: First  
Exhibit: "JPG1"  
Date: 20 December 2024

Claim No. QB-2020-002702

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**Defendants**

---

**EXHIBIT TO WITNESS STATEMENT OF**  
**JAMIE PHILP GODDEN**

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This is the exhibit marked "JPG1" referred to in the witness statement of Jamie Philp Godden

Signed:

**Jamie Godden**

Digitally signed by Jamie Godden  
DN: C=GB,  
E=jamie.godden@multiplex.global,  
OU=Multiplex, CN=Jamie Godden  
Date: 2024.12.20 16:14:15Z00'00'

Dated: 20 December 2024

The electronic official copy of the register follows this message.

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Applications are pending in HM Land Registry, which have not been completed against this title.



# Official copy of register of title

Title number TGL541676

Edition date 22.09.2022

- This official copy shows the entries on the register of title on 11 MAY 2023 at 10:25:20.
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- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 17 Dec 2024.
- 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, Telford 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.

### SOUTHWARK

- 1 (03.02.2020) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being airspace and pillar land Invicta Plaza, Blackfriars Road, London.

NOTE 1: As to the part tinted yellow on the title plan only the airspace immediately above the upper part of the Retained Arches (as defined in Clause 2.2.30 to the lease) from and including 5.3 metres above the upper surface of the Retained Arches as measured perpendicular to the angle of that roof surface up to a height of 89.1 metres above ordnance datum is included in the title.

NOTE 2: As to the parts of the land edged blue on the title plan only the subsoil and all airspace within the Arches (as defined in clauses 2.2.6 to the lease), the relevant parts of the structure of the Retained Arches (as defined in clause 2.2.30 to the lease) and the airspace above the Retained Arches up to the underside of the structural slab within the airspace immediately above such areas is included in the title.

NOTE 3: As to the parts of the land edged brown on the title plan only the subsoil below ground level within the areas measuring 5 metres x 5 metres is included in the title.

- 2 (03.02.2020) The mines and minerals excepted by the Lease are excluded from this registration.
- 3 (03.02.2020) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
 Date : 23 December 2019  
 Term : 250 years from 23 December 2019 until 22 December 2269  
 Parties : (1) Network Rail Infrastructure Limited  
 (2) Ludgate House Limited
- 4 (03.02.2020) The Lease prohibits or restricts alienation.
- 5 (03.02.2020) The land has the benefit of any legal easements granted by

## A: Property Register continued

clause LR11.1 of the registered lease dated 23 December 2019 referred to above but is subject to any rights that are reserved by the said deed and affect the registered land.

- 6 (18.02.2022) The land has the benefit of any legal easements granted by a Deed of Grant of Rights dated 7 May 2020 made between (1) Network Rail Infrastructure Limited (2) Ludgate House Limited and (3) Oversea-Chinese Banking Corporation Limited.

*NOTE: Copy 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 (13.06.2022) PROPRIETOR: LUDGATE HOUSE LIMITED (incorporated in Jersey) of 47 Esplanade, St Helier, Jersey, JE1 0BD.
- 2 (13.06.2022) The price stated to have been paid on 9 June 2022 was £1.
- 3 (13.06.2022) A Transfer of the land in this title dated 9 June 2022 made between (1) The Mayor and Burgesses of the London Borough of Southwark and (2) Ludgate House Limited contains purchaser's personal covenants.

*NOTE: Copy filed.*

- 4 (13.06.2022) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 9 June 2022 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register or their conveyancer.
- 5 (22.09.2022) RESTRICTION: After 31 January 2023 no disposition within section 27(2)(a), (b)(i) or (f) of the Land Registration Act 2002 is to be completed by registration unless one of the provisions in paragraph 3(2)(a)-(f) of Schedule 4A to that Act applies.

## C: Charges Register

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

- 1 (13.06.2022) REGISTERED CHARGE dated 9 June 2022.
- 2 (13.06.2022) Proprietor: OVERSEA-CHINESE BANKING CORPORATION LIMITED (incorporated in Singapore) of The Rex Building, 62 Queen Street, London EC4R 1EB.
- 3 (13.06.2022) The proprietor of the Charge dated 9 June 2022 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

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

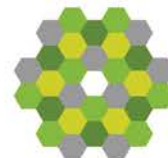
- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

This official copy is issued on 17 December 2024 shows the state of this title plan on 11 May 2023 at 10:25:20. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Telford Office .

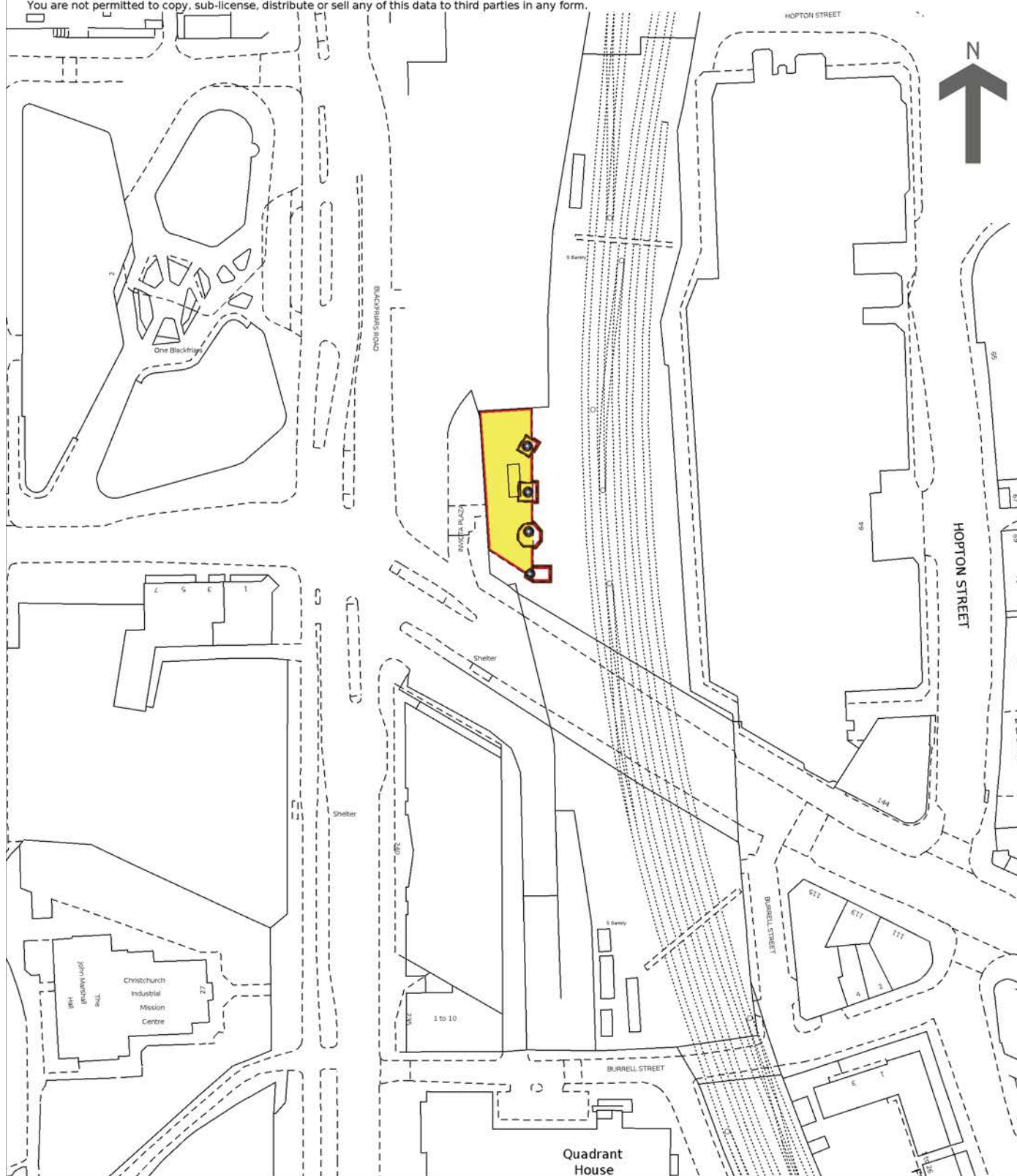
# HM Land Registry

## Official copy of title plan

Title number **TGL541676**  
Ordnance Survey map reference **TQ3180SE**  
Scale **1:1250**  
Administrative area **Southwark**



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The electronic official copy of the register follows this message.

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Applications are pending in HM Land Registry, which have not been completed against this title.



# Official copy of register of title

Title number TGL467215

Edition date 22.09.2022

- This official copy shows the entries on the register of title on 05 JAN 2024 at 17:59:02.
- 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 19 Dec 2024.
- 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, Telford 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.

### SOUTHWARK

- 1 (17.02.2017) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being land beneath Arches 1-8 Invicta Plaza, Blackfriars Road, London.

NOTE 1: The airspace covered by and within the Retained Arches is included in the title.

NOTE 2: There is excluded from this title any part of the Retained Arches and the works and airspace above the Retained Arches.

- 2 (17.02.2017) The supporting piers and foundations of the railway viaduct, any over hanging parts of the viaduct and the mines and minerals excepted by the lease are excluded from this title.
- 3 (17.02.2017) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
 Date : 1 February 2017  
 Term : from and including 18 January 2017 ending on 28 August 2114  
 Parties : (1) Network Rail Infrastructure Limited  
 (2) Ludgate House Limited

NOTE 1: The Existing Lease dated 8 October 1991 referred to in the above lease is that referred to in the Schedule of Leases hereto

NOTE 2: The Nightclub Lease dated 5 November 2010 referred to in the above lease is filed under TGL343181

NOTE 3: The Nightclub Lease dated 23 December 2011 referred to in the above lease is filed under TGL375760

- 4 (17.02.2017) The Lease prohibits or restricts alienation.
- 5 (17.02.2017) The land has the benefit of any legal easements granted by the registered lease dated 1 February 2017 referred to above but is subject to any rights that are reserved by the said deed and affect the registered land.

## A: Property Register continued

- 6 (06.09.2017) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

## 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 (17.02.2017) PROPRIETOR: Ludgate House Limited (incorporated in Jersey) of 47 Esplanade, St Helier, Jersey, JE1 0BD.
- 2 (17.02.2017) The price, other than rents, stated to have been paid on the grant of the lease of the land in this title and in TGL467216 and TGL467217 was £3,180,000.
- 3 (17.02.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 1 February 2017 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register.
- 4 (22.09.2022) RESTRICTION: After 31 January 2023 no disposition within section 27(2)(a), (b)(i) or (f) of the Land Registration Act 2002 is to be completed by registration unless one of the provisions in paragraph 3(2)(a)-(f) of Schedule 4A to that Act applies.

## C: Charges Register

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

- 1 (17.02.2017) The land is subject to the lease set out in the schedule of leases hereto.
- 2 (17.02.2017) REGISTERED CHARGE dated 1 February 2017 affecting also other titles.
- NOTE: Charge reference TGL467215.
- 3 (17.02.2017) Proprietor: Oversea-Chinese Banking Corporation Limited (incorporated in Singapore)(UK Regn. No. FC006487) of The Rex Building 62, 3rd Floor, Queen Street, London EC4R 1EB.
- 4 (17.02.2017) The proprietor of the Charge dated 1 February 2017 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.
- 5 (20.06.2018) UNILATERAL NOTICE affecting Arches 1-4, Invicta Plaza in respect of a pending land action for renewal of a Lease pursuant to part 2 of the Landlord and Tenant Act 1954 in the County Court at Central London (Court Reference Number E00CL831).
- 6 (20.06.2018) BENEFICIARY: A & M Leisure Limited (Co Regn No 06975509) care of Stevensdrake, FAO Ian Price, 117-119 High Street, Crawley, West Sussex, RH10 1DD (Ref: IMP/AME.151-8), DX 57104, Crawley (Ref: IMP/AME.151-8) and FAO Mark Ames, Unit 3 Deanery Court, Preston Deanery, Northampton, NN7 2DT.
- 7 (20.06.2018) UNILATERAL NOTICE affecting Arches 5, Invicta Plaza in respect of a pending land action for renewal of a Lease pursuant to part 2 of the Landlord and Tenant Act 1954 in the County Court at Central London (Court Reference Number E00CL838).
- 8 (20.06.2018) BENEFICIARY: A & M Leisure Limited (Co Regn No 06975509) care of Stevensdrake, FAO Ian Price, 117-119 High Street, Crawley, West Sussex, RH10 1DD (Ref: IMP/AME.151-8), DX57104, Crawley (Ref: IMP/AME.151-8) and FAO Mark Ames, Unit 3 Deanery Court, Preston

Title number TGL467215

## C: Charges Register continued

Deanery, Northampton, NN7 2DT.

### Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	17.02.2017	Arches 1-8 Invicta Plaza, Blackfrais Road	08.10.1991 125 years from 29 September 1989	TGL67283

End of register

**These are the notes referred to on the following official copy**

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Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

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This title is dealt with by the HM Land Registry, Telford Office .



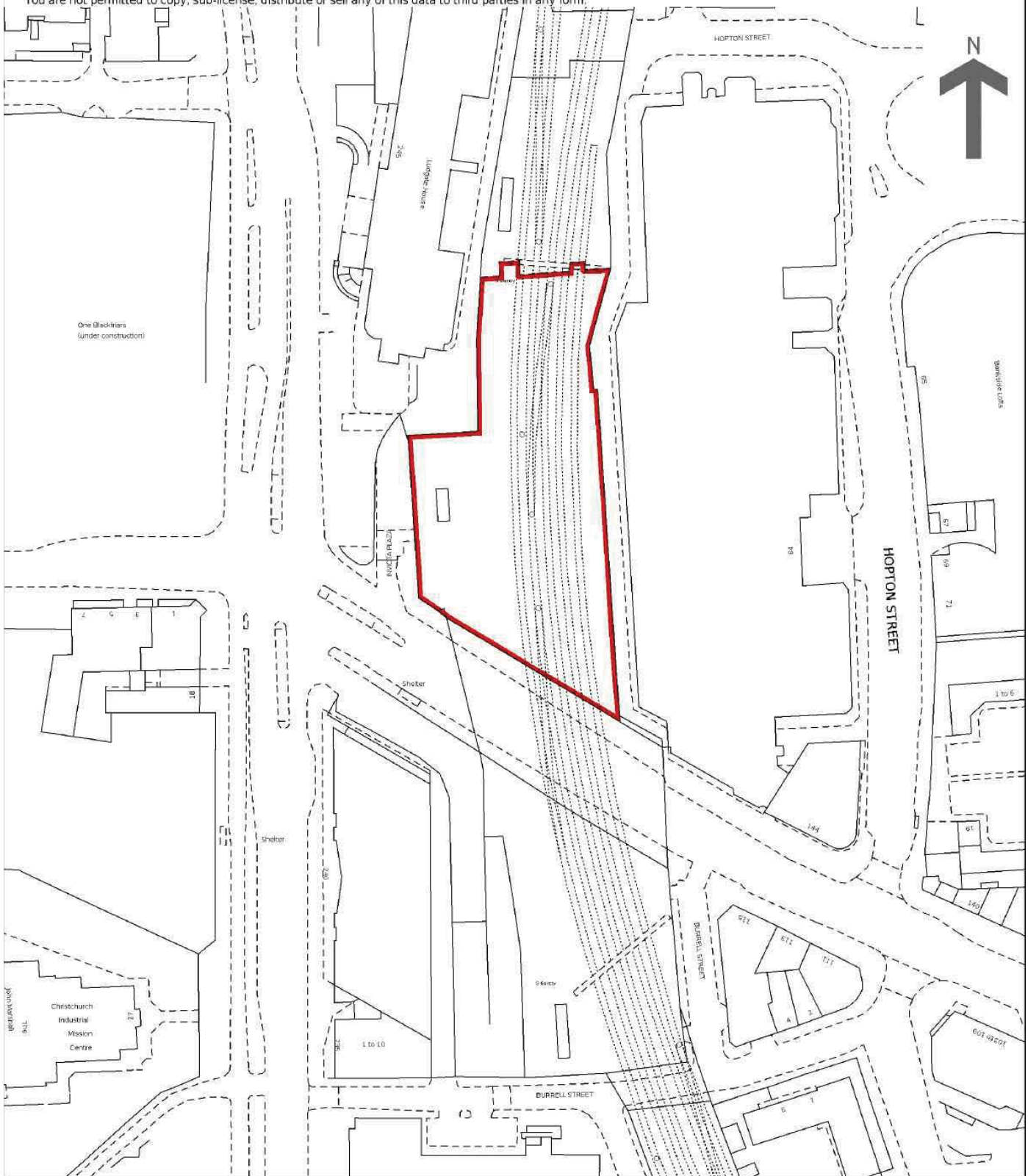
# HM Land Registry

## Official copy of title plan

Title number **TGL467215**  
Ordnance Survey map reference **TQ3180SE**  
Scale **1:1250**  
Administrative area **Southwark**



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Applications are pending in HM Land Registry, which have not been completed against this title.





# Official copy of register of title

Title number TGL467217

Edition date 22.09.2022

- This official copy shows the entries on the register of title on 05 JAN 2024 at 17:59:02.
- 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 19 Dec 2024.
- 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, Telford 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.

### SOUTHWARK

- 1 (17.02.2017) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Land at Arches on the west side of, Hopton Street, London.

NOTE 1: The retained arches and the works and airspace above the retained arches are not included in the title.

NOTE 2: The airspace covered by and within the retained arches are included in the title.

- 2 (17.02.2017) The mines and minerals excepted by the Lease are excluded from this registration.

- 3 (17.02.2017) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 1 February 2017  
Term : Beginning on and including 18 January 2017 and ending on 28

August 2114  
Parties : (1) Network Rail Infrastructure Limited  
(2) Ludgate House Limited

NOTE: A copy of the Existing Lease dated 12 February 1998 referred to in the above lease is filed under TGL4186

- 4 (17.02.2017) The Lease prohibits or restricts alienation.
- 5 (17.02.2017) The land has the benefit of any legal easements granted by the registered lease dated 1 February 2017 referred to above but is subject to any rights that are reserved by the said deed and affect the registered land.

## 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 (17.02.2017) PROPRIETOR: Ludgate House Limited (incorporated in Jersey) of 47 Esplanade, St Helier, Jersey JE1 0BD.
- 2 (17.02.2017) The price, other than rents, stated to have been paid on the grant of the lease of the land in this title and in TGL467215 and TGL467216 was £3,180,000.
- 3 (17.02.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 1 February 2017 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register.
- 4 (22.09.2022) RESTRICTION: After 31 January 2023 no disposition within section 27(2)(a), (b)(i) or (f) of the Land Registration Act 2002 is to be completed by registration unless one of the provisions in paragraph 3(2)(a)-(f) of Schedule 4A to that Act applies.

## C: Charges Register

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

- 1 (17.02.2017) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.
- 2 (17.02.2017) REGISTERED CHARGE dated 1 February 2017 affecting also other titles.  
  
NOTE: Charge reference TGL467215.
- 3 (17.02.2017) Proprietor: Oversea-Chinese Banking Corporation Limited (incorporated in Singapore) (UK Regn. No. FC006487) of The Rex Building 62, 3rd Floor, Queen Street, London EC4R 1EB.
- 4 (17.02.2017) The proprietor of the Charge dated 1 February 2017 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.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	17.02.2017	Land at The Arches on the west side of Hopton Street	12.02.1988 125 years from 12.2.1988	TGL4186

## End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

This official copy is issued on 16 December 2024 shows the state of this title plan on 05 January 2024 at 17:59:02. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

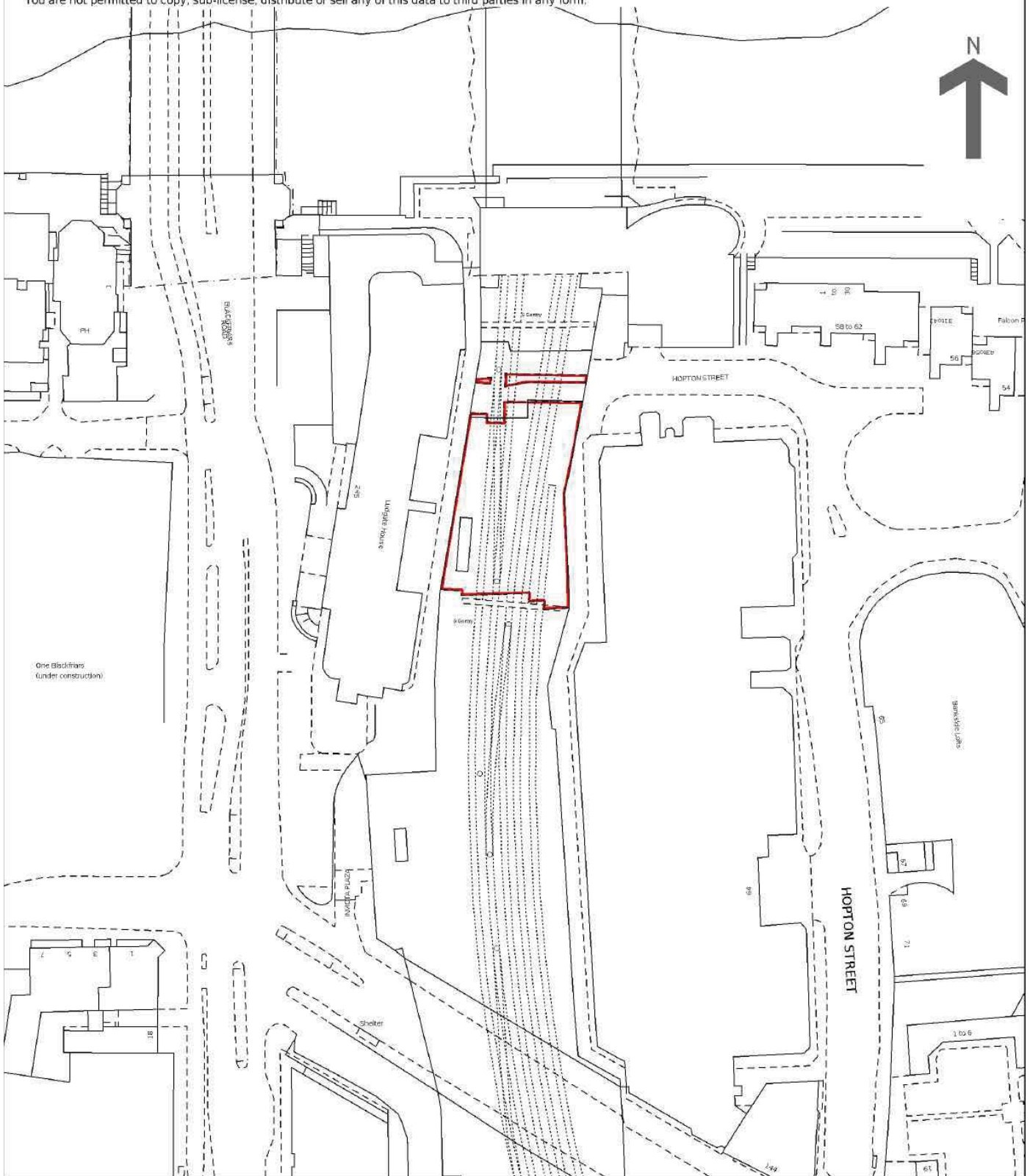
This title is dealt with by the HM Land Registry, Telford Office .

# HM Land Registry Official copy of title plan

Title number **TGL467217**  
Ordnance Survey map reference **TQ3180SE**  
Scale **1:1250**  
Administrative area **Southwark**



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Applications are pending in HM Land Registry, which have not been completed against this title.





# Official copy of register of title

Title number TGL501998

Edition date 22.09.2022

- This official copy shows the entries on the register of title on 05 JAN 2024 at 17:59:02.
- This date must be quoted as the "search from date" in any official search application based on this copy.
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- Issued on 19 Dec 2024.
- 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, Telford 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.

### SOUTHWARK

- 1 (05.06.2018) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Land Beneath The Arches, Invicta Plaza, Blackfriars Road, London.

NOTE 1: The retained arches and the works and airspace above the retained arches are not included in the title.

NOTE 2: The airspace covered by and within the retained arches are included in the title.

- 2 (05.06.2018) The mines and minerals excepted by the Lease are excluded from this registration.

- 3 (05.06.2018) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
 Date : 18 May 2018  
 Term : From and including 18 May 2018 to 17 May 2268  
 Parties : (1) Network Rail Infrastructure Limited  
 (2) Ludgate House Limited

- 4 (05.06.2018) The Lease prohibits or restricts alienation.

- 5 (05.06.2018) The title includes any legal easements granted by the registered lease but is subject to any rights that are granted or reserved by the said lease and affect the registered land.

NOTE: The easements granted in clause 1 of Schedule 1 are included in the title only so far as they are capable of subsisting at law and the landlord had the power to grant the same.

## 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 (05.06.2018) PROPRIETOR: LUDGATE HOUSE LIMITED (incorporated in Jersey) of 47, Esplanade, St Helier, Jersey, JE1 0BD.
- 2 (05.06.2018) The price, other than rents, stated to have been paid on the grant of the lease was £9,000,000.
- 3 (18.01.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 18 December 2018 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register.
- 4 (22.09.2022) RESTRICTION: After 31 January 2023 no disposition within section 27(2)(a), (b)(i) or (f) of the Land Registration Act 2002 is to be completed by registration unless one of the provisions in paragraph 3(2)(a)-(f) of Schedule 4A to that Act applies.

## C: Charges Register

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

- 1 (05.06.2018) The parts of the land affected thereby are subject to the easements granted by a lease of a cable duct dated 24 July 1981 for 80 years from 15 December 1978.  
*NOTE: Copy filed under TGL284994.*
- 2 (05.06.2018) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.
- 3 (05.06.2018) The land is subject to such rights as may be subsisting in favour of the persons interested in a Charge dated 1 February 2017 made between Ludgate House Limited and Oversea-Chinese Banking Corporation Limited of the lease dated 1 February 2017 referred to in the schedule of leases hereto.
- 4 (18.01.2019) REGISTERED CHARGE dated 18 December 2018.
- 5 (18.01.2019) Proprietor: OVERSEA-CHINESE BANKING CORPORATION LIMITED (incorporated in Singapore) of Third Floor, The Rex Building, 62 Queen Street, London EC4R 1EB.
- 6 (18.01.2019) The proprietor of the Charge dated 18 December 2018 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.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	17.02.2017 Edged and numbered 1 in blue on the title plan	land beneath Arches 1.8 Invicta Plaza	01.02.2017 From and including 18.01.2017 to and including 28.08.2114	TGL467215
2	01.02.2017 Edged and	land at Arches	01.02.2017 From and	TGL467217

Schedule of notices of leases continued

Registration date and plan ref. numbered 2 in blue on the title plan	Property description	Date of lease and term  including 18.01.2017 to 28.08.2114	Lessee's title
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End of register

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This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

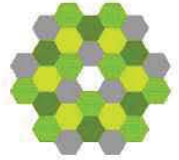
This official copy is issued on 16 December 2024 shows the state of this title plan on 05 January 2024 at 17:59:02. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

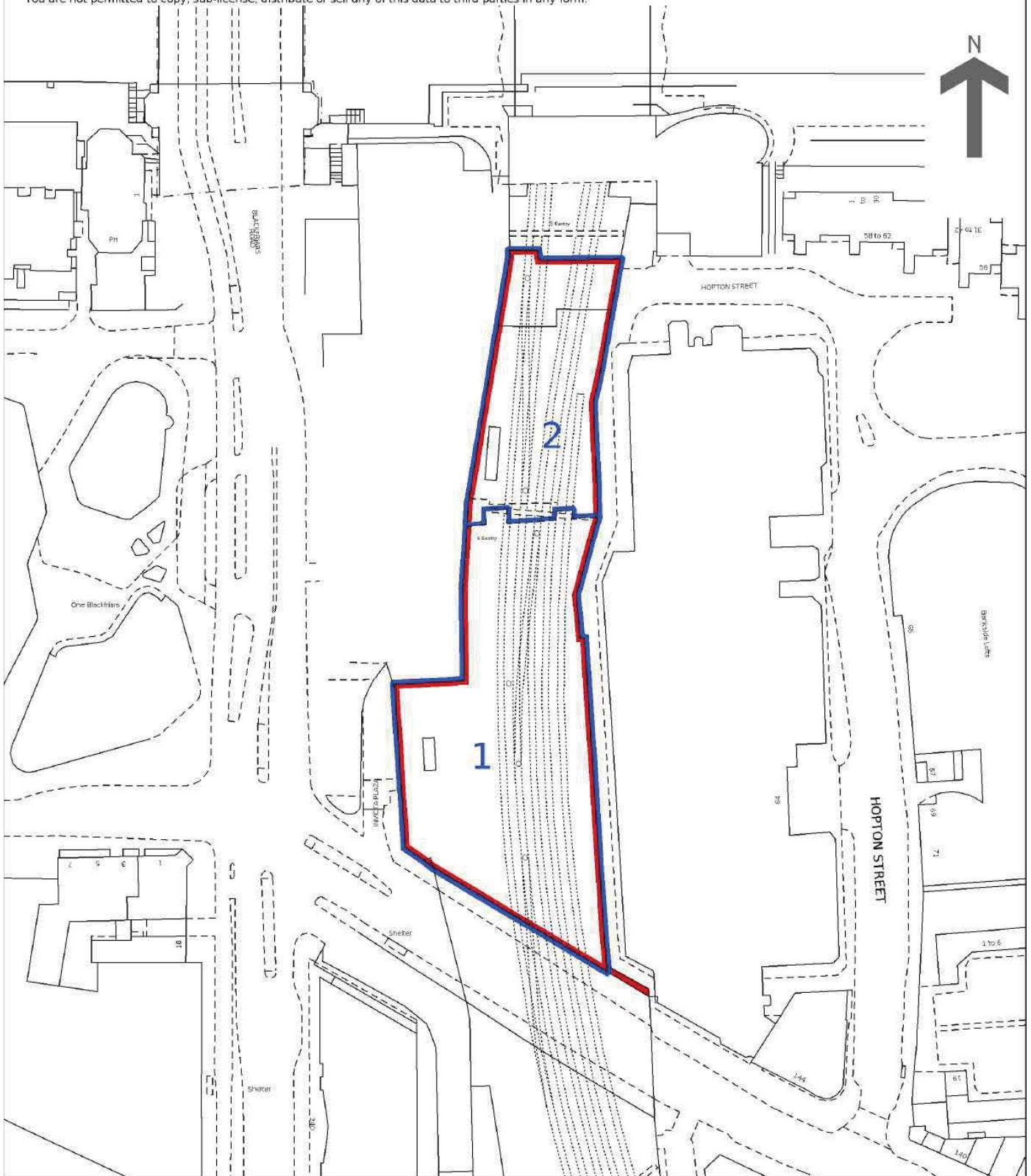
This title is dealt with by the HM Land Registry, Telford Office .

# HM Land Registry Official copy of title plan

Title number **TGL501998**  
Ordnance Survey map reference **TQ3180SE**  
Scale **1:1250**  
Administrative area **Southwark**



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Applications are pending in HM Land Registry, which have not been completed against this title.



# Official copy of register of title

Title number TGL62703

Edition date 22.09.2022

- This official copy shows the entries on the register of title on 12 APR 2023 at 17:48:17.
- 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 17 Dec 2024.
- 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, Telford Office.

## A: Property Register

This register describes the land and estate comprised in the title.

### SOUTHWARK

- 1 (15.05.1987) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Ludgate House, 245 Blackfriars Road, London (SE1 9UY).

NOTE: As to the land edged brown on the title plan only the structure of the former bridge abutment is included in the title.

- 2 The land has the benefit of the following rights granted by the Transfer dated 14 April 1987 referred to in the Charges Register:-

"TOGETHER WITH the rights set out in the First Schedule

#### THE FIRST SCHEDULE

(1) All necessary rights for the Purchaser and its successors in title to enter on the Access Road and the Riverside Walkway which lies beneath the Viaduct and upon the lands adjacent thereto for the purpose of constructing and maintaining the Access Road and the Riverside Walkway.

(2) All necessary rights of way over the Access Road for the Purchaser and persons authorised by the Purchaser with or without vehicles at all times and for all purposes connected with the Land PROVIDED THAT the height of clearance from the road way running under the Viaduct shall not be reduced by the Vendor or its successors in title to a height of less than 4.5 metres.

(3) The free passage and running of water soil gas and electricity through the sewers drains watercourses pipes wires cables and other service conduits passing under along or over the Access Road together with a right to connect thereto and the right within 80 years of the date hereof to fix construct and place (in accordance with plans first approved by the Vendor) and thereafter to maintain and use over and along or under the Access Road any sewer drain watercourse or pipes which may be necessary or convenient."

NOTE: The Access Road referred to is edged yellow on the title plan. The Riverside Walkway is edged blue on the title plan. The Viaduct referred to is the vendors viaduct and railway and works which are on the land tinted blue on the title plan including all arches and

## A: Property Register continued

supporting piers and foundations.

- 3 There are excluded from this registration the mines and minerals excepted by the Transfer dated 14 April 1987 referred to in the Charges Register in the following terms:-

"THERE is excepted from this Transfer all mines and minerals under the Land but the Vendor covenants with the Purchaser for the benefit of the Purchaser and its successors in title to the Land or any part of the Land that the Vendor will not convey any rights to mines and minerals under the Land or any part of the Land to any party other than the Purchaser or its successors in title and will not work or permit to be worked any mines or minerals vested in it under the Land."

- 4 (27.04.2018) The reference shown by yellow hatching and a blue broken line on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.

- 5 (19.11.2019) A Deed dated 1 February 2017 made between (1) Ludgate House Limited (2) Oversea-chinese Banking Corporation Limited and (3) Network Rail Infrastructure Limited contains a release of light or air and a provision as to light or air.

- 6 (03.06.2020) The land has the benefit of any legal easements granted by a Deed dated 7 May 2020 made between (1) Network Rail Infrastructure Limited (2) Ludgate House Limited and (3) Oversea-Chinese Banking Corporation Limited.

*NOTE: Copy filed.*

- 7 (03.06.2020) The land has the benefit of any legal easements granted by a Deed dated 7 May 2020 made between (1) Network Rail Infrastructure Limited (2) Ludgate House Limited and (3) Oversea-Chinese Banking Corporation Limited.

*NOTE: Copy filed.*

- 8 (13.12.2021) The land has the benefit (to the extent mentioned in the Note below) of any legal easements granted by the Deed of Grant dated 26 June 2020 and made between (1) The Mayor and Commonalty and Citizens of the City of London, (2) Ludgate House Limited and (3) London Power Networks plc referred to in the charges register.

NOTE: The easements granted by the above deed are included in the registration only so far as they are capable of subsisting at law and are granted over the land coloured blue on plan 1 to the above Deed.

## 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 (13.06.2022) PROPRIETOR: LUDGATE HOUSE LIMITED (incorporated in Jersey) of 47 Esplanade, St Helier, Jersey, JE1 0BD.
- 2 (29.04.2016) 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 the Proprietor's conveyancer that the provisions of clause 54.3 of an agreement dated 31 March 2016 made between (1) Network Rail Infrastructure Limited and (2) CEREP Ludgate House Limited and (3) CEREP Sampson House Limited have been complied with or they do not apply to the disposition.
- 3 (07.06.2017) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of

## B: Proprietorship Register continued

clause 3 of a Deed of Covenant dated 1 June 2017 made between (1) Network Rail Infrastructure Limited and (2) Ludgate House Limited have been complied with or that they do not apply to the disposition.

NOTE: Copy deed filed.

- 4 (03.06.2020) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be completed by registration without a certificate signed by the Proprietor's conveyancer that the provisions of paragraph 5.1 of Schedule 4 of the Ludgate House Deed of Grant of rights dated 7 May 2020 made between (1) Network Rail Infrastructure Limited (2) Ludgate House Limited and (3) Oversea-Chinese Banking Corporation Limited have been complied with or that they do not apply to the disposition.
- 5 (13.12.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the Proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the Proprietor's conveyancer that the provisions of paragraph 5.1 of Schedule 4 of the Phased Deed of Grant - Ludgate House dated 7 May 2020 made between (1) Network Rail Infrastructure Limited (2) Ludgate House Limited and (3) Oversea-Chinese Banking Corporation Limited have been complied with or that they do not apply to the disposition.
- 6 (13.06.2022) The price stated to have been paid on 9 June 2022 was £1.
- 7 (13.06.2022) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 9 June 2022 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register or their conveyancer.
- 8 (22.09.2022) RESTRICTION: After 31 January 2023 no disposition within section 27(2)(a), (b)(i) or (f) of the Land Registration Act 2002 is to be completed by registration unless one of the provisions in paragraph 3(2)(a)-(f) of Schedule 4A to that Act applies.

## C: Charges Register

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

- 1 A Transfer of the land in this title dated 14 April 1987 made between (1) British Railways Board (Vendor) and (2) Kings Reach Development Company Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights reserved by the Transfer dated 14 April 1987 referred to above:-
- "THE Land is transferred subject to:-
- 3.1 the rights in favour of the Vendor and those deriving title under it which are set out in the Second Schedule.

### THE SECOND SCHEDULE

#### PART I

(Rights Reserved)

(1) A right of way with or without vehicles at all times for all purposes over and along the strip of land shown hatched black on the Plan immediately adjoining the Viaduct on the western side for the purposes of:-

(a) inspecting maintaining and renewing the Viaduct including the right to erect scaffolding and apparatus in connection with such works; and

## C: Charges Register continued

(b) access to and egress from the arches under the Viaduct

(2) The free running and passage of water soil gas and electricity coming from or passing to any buildings or land in and through the sewers drains watercourses pipes cables or wires now on over or under the Land and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of the Land

(3) The right within eighty years from the date of this Transfer:-

(a) To fix construct place maintain and use over or under any parts of the Land upon which no buildings have been erected any sewer drain watercourse or pipe which may be necessary or convenient

(b) (Subject to reasonable notice and to the Vendor making good any damage done) to carry out above ground level on or from any part of the Land upon which no buildings above ground level have been erected any works which may in the opinion of the Vendor be necessary for the proper operation of the Vendor's statutory railway undertaking

(4) The right at all reasonable times (or in case of emergency at any time) with or without vehicles plant apparatus and workmen to enter on such part of the Land as is not covered by buildings for the purpose of inspecting maintaining altering and carrying out works to the Viaduct and other works to any adjoining property of the Vendor and of exercising the rights reserved by paragraphs (2) and (3) hereof

(5) The power and liberty at any time to stop up or otherwise affect any rights of way or other easements or privileges whether now in existence or not which the Purchaser may at any time hereafter be using or enjoying (other than by virtue of the express provisions of this Transfer or of any grant or licence in writing from the Vendor) over any adjoining land as appurtenant incident or belonging to the Land

(6) Full right and liberty from time to time to use its adjoining and neighbouring lands for the purpose of its statutory railway undertaking in such manner as it may think fit and to build or execute such works for operational purposes upon such lands but not so substantially as to restrict the access of light and air to the Land

PROVIDED that in the exercise of such rights reserved the Vendor shall:-

(i) make good any structural damage caused thereby

(ii) carry out the said works in a manner which will cause the minimum possible amount of inconvenience to the Purchaser and its tenants

(iii) carry out the said works with due regard to reasonable security requirements of the Purchaser or its tenants

(iv) not carry out or permit any development to be carried out which might adversely affect the operation of any computer installed upon the Land subject nevertheless to the Vendor's right of carrying on its statutory railway undertaking on its adjoining or neighbouring property."

NOTE: The land hatched black referred to is tinted pink on the title plan.

- 3 (14.04.2014) An Agreement dated 28 March 2014 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Cerep Ludgate House Limited and Cerep Sampson House Limited (3) ING Bank N.V (4) Network Rail Infrastructure Limited and (5) Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title.

NOTE: Copy filed.

- 4 (18.04.2018) An Agreement dated 21 November 2017 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate



## C: Charges Register continued

House Limited and Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) The Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE: Copy filed.*

- 5 (30.12.2019) An Agreement dated 2 December 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited and (3) Oversea-Chinese Banking Corporation Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains variations as to the Agreement dated 28 March 2014 referred to above.

*NOTE: Copy filed.*

- 6 (10.03.2020) An Agreement dated 4 March 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited and (3) Oversea-Chinese Banking Corporation Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains variations as to the Agreement dated 28 March 2014 referred to above.

*NOTE: Copy filed.*

- 7 (11.05.2020) The land is subject to any rights that are granted by a Deed dated 7 May 2020 made between (1) Ludgate House Limited (2) Oversea-Chinese Banking Corporation Limited and (3) Network Rail Infrastructure Limited and affect the registered land.

*NOTE: Copy filed.*

- 8 (11.05.2020) By the Deed dated 7 May 2020 referred to above the right in clause 1 Part 1 to the second schedule of the Transfer dated 14 April 1987 referred to above was expressed to be released but the validity of the release has not been determined.

- 9 (06.08.2021) An Agreement dated 20 December 2019 made between (1) The Mayor And Burgesses Of The London Borough Of Newark (2) Ludgate House Limited (3) Sampson House Limited and (4) Oversea-Chinese Banking Corporation Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains Variations to the Agreement dated 28 March 2014.

*NOTE: Copy filed.*

- 10 (13.12.2021) A Deed of Grant dated 26 June 2020 made between (1) The Mayor and Commonalty and Citizens of the City of London (Grantor) (2) Ludgate House Limited (Grantee) and (3) London Power Networks Plc contains restrictive covenants by the Grantee.

*NOTE: Copy filed.*

- 11 (13.12.2021) The land is subject to any rights that are granted by a Deed of Grant dated 26 June 2020 made between (1) Ludgate House Limited (Grantor) and (2) London Power Networks Plc (Grantee) and affect the registered land.  
The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

- 12 (12.05.2022) UNILATERAL NOTICE in respect of a contract for sale created by the Buyers Option Notice dated 11 May 2022 served pursuant to an agreement dated 10 May 2022 made between (1) The Mayor and Burgesses of the London Borough of Southwark and (2) Ludgate House Limited and Sampson House Limited..

*NOTE: Copy filed.*

- 13 (12.05.2022) BENEFICIARY: Ludgate House Limited (Incorporated in Jersey) of 47 Esplanade, St Helier, Jersey JE1 0BD.

- 14 (13.06.2022) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 9 June 2022.

## C: Charges Register continued

- 15 (13.06.2022) Proprietor: OVERSEA-CHINESE BANKING CORPORATION LIMITED (incorporated in Singapore) of The Rex Building, 62 Queen Street, London EC4R 1EB.
- 16 (13.06.2022) The proprietor of the Charge dated 9 June 2022 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.
- 17 (03.08.2022) UNILATERAL NOTICE affecting Tower A in respect of a pending land action in relating to an injunction in the Chancery Division of the High Court (Court Reference Number PT-2022-000626).
- 18 (03.08.2022) BENEFICIARY: Kevin Cooper care of of Estate Legal Limited, Trym Lodge, 1 Henbury Road, Westbury on Trym, Bristol BS9 3HQ and bonniemartin@estatelegal.co.uk.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 14 April 1987 referred to in the Charges Register:-

"FOR the benefit and protection of such part of the Vendor's Land as is capable of being benefited or protected and with intent to bind so far as legally may be itself and its successors in title owners for the time being of the Land or any part of the Land the Purchaser covenants with the Vendor in the terms set out in the Fourth Schedule

### THE FOURTH SCHEDULE

#### (Purchaser's Covenants)

1. NOT to commence any works or repair or renewal of the Land within ten feet of the Viaduct until the Purchaser has given notice to the Vendor (except in the case of emergency) who shall be entitled to give such directions as to the carrying out of the intended works and to the use of cranes scaffolding and apparatus in connection therewith as in the opinion of the Vendor's regional Civil Engineer are reasonably necessary for the protection of the Viaduct and railway and all passengers and traffic thereon

2. THAT no earth clay or other substance shall be excavated upon the Land and that no act shall be done thereon which may endanger the safety or stability of the Vendor's railway or property or of any neighbouring property and that no inflammable dangerous or explosive substance liquid or gas shall be stored or placed upon the Land other than fuel oils stored in proper containers and in accordance with all statutory requirements the Purchaser taking all reasonable precautions against fire and explosion

3. NOT without the consent of the Vendor which shall not be unreasonably withheld (but may be granted subject to such requirements as the Vendor's Engineer shall stipulate for the safety and protection of the Viaduct and the railway) to carry out or permit to be carried out any building operations or erect structures of any kind within the strip of land shown hatched black on the Plan

4. Subject as aforesaid within 36 months of the date of this Transfer to form a route or way upon the strip of land shown hatched in black on the Plan and thereafter to maintain such route or way and the Access Road to a standard suitable for the traffic using the same

5. NOT to light or permit or suffer to be lighted the Land or any part thereof or to display or suffer to be displayed lighted signs or other illuminations in such a manner as to cause confusion with the signals of the Vendor's railway or to be likely in the opinion of the Vendor's Regional Signal and Telecommunications Engineer (which shall not be open or question by the Purchaser) to be so confused And if any lighting lighted sign or other illumination shall at any time be found to be confused upon request from the Vendor at one to alter the same in such manner as to avoid such confusion or likely confusion."

Title number TGL62703

## Schedule of restrictive covenants continued

NOTE 1: The Vendor's land referred to is tinted blue on the title plan.

NOTE 2: The land hatched black referred to is tinted pink on the title plan.

End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

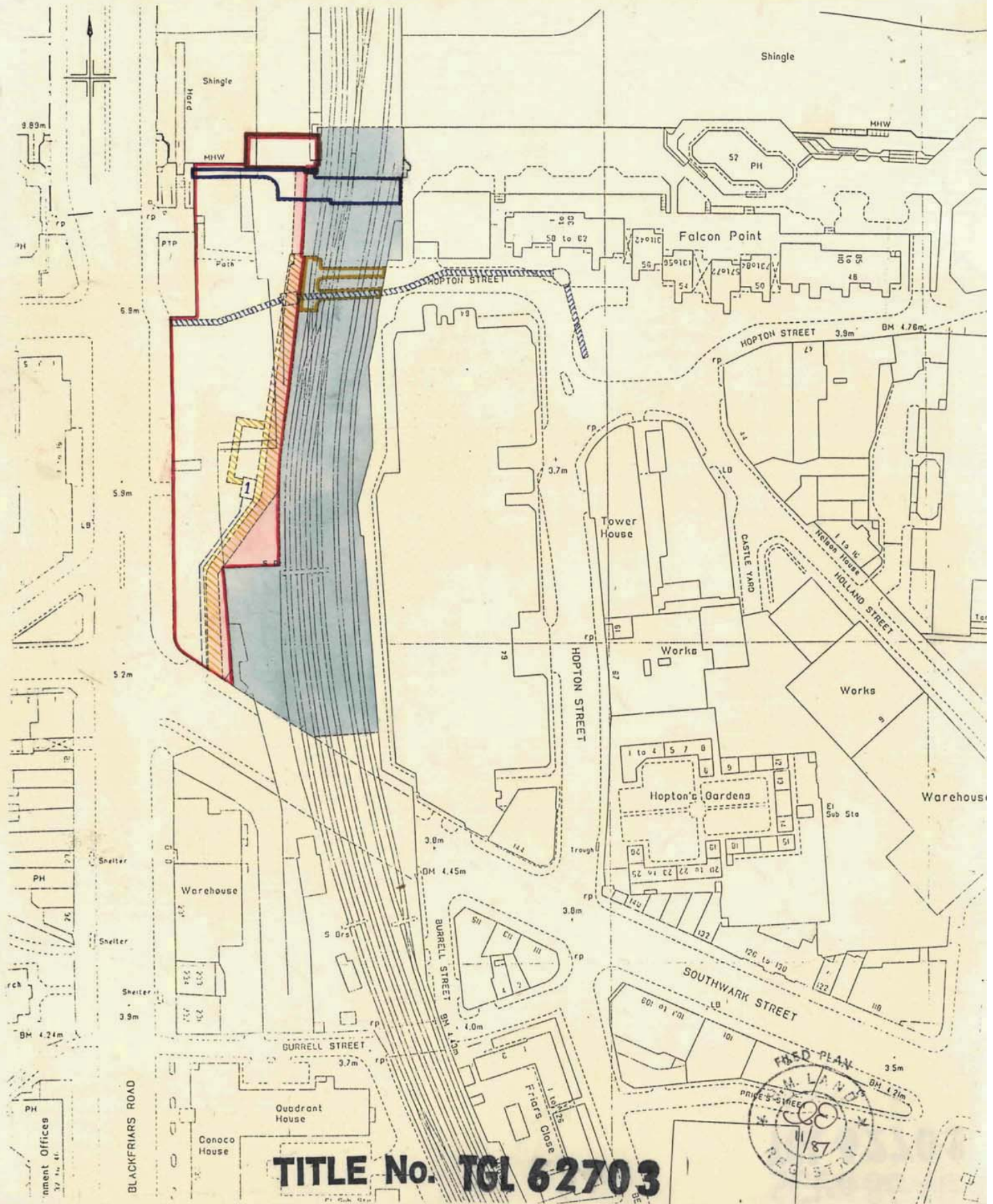
- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

This official copy is issued on 17 December 2024 shows the state of this title plan on 12 April 2023 at 17:48:17. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Telford Office .

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H.M. LAND REGISTRY		TITLE NUMBER
		<b>SGL 486404</b>
ORDNANCE SURVEY PLAN REFERENCE	TQ 3180 NE/SE	Scale 1/1250
GREATER LONDON	BOROUGH of SOUTHWARK	© Crown copyright



This official copy is incomplete without the preceding notes page.



The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.



# Official copy of register of title

Title number TGL138850

Edition date 04.05.2023

- This official copy shows the entries on the register of title on 05 JAN 2024 at 17:44:04.
- 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 17 Dec 2024.
- 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, Telford Office.

## A: Property Register

This register describes the land and estate comprised in the title.

### SOUTHWARK

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 1 to 110 Falcon Point, London.
- 2 The land tinted yellow on the title plan except so much thereof as forms part of the surface and actual soil of the public highway is included in this title.
- 3 There are excluded from this registration the mines and minerals excepted by a Conveyance of the land tinted brown on the title plan dated 27 July 1933 made between (1) The Southern Railway Company (Company) and (2) The New Zealand Meat Producers Board (Purchasers) in the following terms:-

"Excepting nevertheless and Reserving all the mines and minerals (if any) in or under the said hereditaments hereby assured and a perpetual right for the Company their successors and assigns and others authorised by them to use any drains pipes or wires (but not any drains or pipes or wires connecting with the existing water closet on the said hereditaments hereby assured) now used by the Company in or over the said hereditaments hereby assured.

The Purchasers hereby covenant with the Company that they will observe and perform the following stipulations and conditions:-

(a) That the Company shall be under no liability for damage or injury to the hereditaments hereby assured or to the Purchasers in respect of the hereditaments hereby assured caused by the working or user of the Company's railway or the situation of the said hereditaments in relation thereto.

(b) That no road shall be constructed on the hereditaments hereby assured in such manner as to render the Company liable as frontages.

It is hereby agreed and declared that until the expiration of such notice as is hereinafter provided or in default of such notice at the expiration of twenty one years from the sixth day of June One thousand nine hundred and thirty three the hereditaments hereby assured and coloured blue on the said plans marked "A" and "B" respectively shall remain in the occupation or subject to the present user of the Company or their tenants AND the Company hereby covenant with the Purchasers

## A: Property Register continued

that during the continuance of such occupation or user as aforesaid as from the date hereof the Company will on the twenty seventh day of July One thousand nine hundred and thirty four and on the twenty seventh day of July in each subsequent year pay to the Purchasers an annual acknowledgement rent of a peppercorn (if demanded)."

NOTE: The land coloured blue above referred to is tinted brown on the title plan.

- 4 The Transfer of the land tinted pink on the title plan dated 30 March 1984 referred to in the Charges Register contains the following provision:-

"There is not included in this Transfer the foundations of the Arches of the Transferor's railway viaduct adjoining the Property so far as such foundations extend into or beneath the Property. The foundations so excluded are not included in the title.

The said Transfer also contains the following Agreement and Declaration:-

It is hereby agreed and declared that the carrying on by the Transferor of its undertaking on the Transferor's adjoining land in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be a breach of covenants for quiet enjoyment implied herein by reason of the Transferor being expressed to transfer the Property as beneficial owner nor to be in derogation of its grant."

- 5 (24.10.1997) By the Transfer dated 30 September 1997 referred to in the Charges Register the land was expressed to be transferred together with the following rights:-

"Together with the free running and passage of soil water gas and electricity coming from and passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires on under or over the Retained Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of the Retained Property."

- 6 (19.11.2019) A Deed dated 1 February 2017 made between (1) Sampson House Limited, (2) Oversea-Chinese Banking Corporation Limited and (3) Network Rail Infrastructure Limited relates to the release of rights to light or air as therein mentioned.

*NOTE: Copy deed filed.*

- 7 (12.05.2022) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

- 8 (12.05.2022) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered TGL583150 in green on the title plan dated 10 May 2022 made between (1) Sampson House Limited and (2) The Mayor and Burgesses of the London Borough of Southwark but is subject to any rights that are granted by the said deed and affect the registered land.

*NOTE: Copy filed under TGL583150.*

## 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 (05.08.2010) PROPRIETOR: SAMPSON HOUSE LIMITED (incorporated in Jersey) (OE ID: OE018947) of Crestbridge, 47 Esplanade, St Helier, Jersey, JE1 0BD.
- 2 (05.08.2010) The price stated to have been paid on 20 July 2010 was £130,000,000.

## B: Proprietorship Register continued

- 3 (05.08.2010) A Transfer dated 20 July 2010 made between (1) Societe Generale and (2) CEREP Sampson House Limited contains purchaser's personal covenants.
- NOTE: Copy filed.*
- 4 (29.04.2016) RESTRICTION: No disposition of the part of the registered estate edged and numbered 1, 2, 8, 13, 17 and 18 in yellow on the supplementary plan to the title plan by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be completed by registration without a certificate signed by the Proprietor's conveyancer that the provisions of clause 54.3 of an agreement dated 31 March 2016 made between (1) Network Rail Infrastructure Limited (2) CEREP Ludgate House Limited and (3) CEREP Sampson House Limited have been complied with or that they do not apply to the disposition.
- 5 (03.06.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 17 May 2016 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register.
- 6 (21.06.2016) The proprietor's address for service has been changed.
- 7 (07.06.2017) RESTRICTION: No disposition of the part of the registered estate edged red on the plan attached to a Deed of Covenant dated 1 June 2017 made between (1) Sampson House Limited and (2) Network Rail Infrastructure Limited (other than a Charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of Clause 3 of a Deed of Covenant dated 1 June 2017 referred to above have been complied with or that they do not apply to the disposition.
- 8 (22.09.2022) RESTRICTION: After 31 January 2023 no disposition within section 27(2)(a), (b)(i) or (f) of the Land Registration Act 2002 is to be completed by registration unless one of the provisions in paragraph 3(2)(a)-(f) of Schedule 4A to that Act applies.

## C: Charges Register

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

- 1 The land is subject to the following rights granted by a Deed dated 13 January 1949 made between (1) John Beresford Heaton and others (The Grantors) and (2) British Electricity Authority (The Authority):-
- "THE Grantors as trustees hereby grant unto the Authority full right and liberty forthwith to construct lay down maintain and use a circulating water discharge tunnel of approximately ten feet internal diameter of a strength and so jointed in every part as not to permit the escape of any water passing through the same and to be constructed by tunnelling within and under the said property of the Grantors the approximate position where is shown by two lines marked blue on the said plan and at a depth of approximately 49.94 feet below Newlyn datum level (approximately sixty seven feet below the existing ground level) together with full right and liberty to convey from the said generating station through the said tunnel such quantity of water as the Authority may desire."
- The said Deed also contains the following restrictive covenant:-
- "THE Grantors hereby COVENANT with the Authority for and with intent to bind themselves and their successors in title that they will not at any time hereafter do or suffer to be done upon or under the property known as Iron Wharf aforesaid any act or thing which may in any way interfere with or damage the said tunnel."

## C: Charges Register continued

NOTE: The tunnel referred to is tinted blue on the title plan.

- 2 The land is subject to the following rights granted by a Deed dated 11 May 1949 made between (1) Victor Harold Parker (The Grantor) (2) Flower & Everett Limited (The Mortgagees) and (3) British Electricity Authority (The Authority):-

"THE Grantor as beneficial owner hereby grants and the Mortgagees as Mortgagees by the direction of the Grantor hereby surrender and release unto the Authority full right and liberty forthwith to construct lay down maintain and use a circulating water discharge tunnel of approximately ten feet internal diameter of a strength and so jointed in every part as not to permit the escape of any water passing through the same and to be constructed by tunnelling within and under the said property of the Grantor the approximate position whereof is shown by three lines marked red on the said plan and at a depth of approximately 49.94 feet below Newlyn datum level (approximately sixty five feet below the existing ground level) at the northern end and at a depth of approximately 49.14 feet below Newlyn datum level (approximately sixty seven feet below the existing ground level) at the southern end Together with full right and liberty to convey from the said generating station through the said tunnel such quantity of water as the Authority may desire."

NOTE: The tunnel marked red referred to is tinted mauve on the title plan so far as it affects the land in this title.

- 3 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

NOTE: Each lease is referenced by edging and numbering in yellow on the supplementary plan to the title plan unless otherwise stated in the schedule of leases.

- 4 A Transfer of the land tinted pink on the title plan dated 30 March 1984 made between (1) British Railways Board (Transferor) and (2) The Prudential Assurance Company Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 The land tinted pink on the title plan is subject to the following rights reserved by the Transfer dated 30 March 1984 referred to above:-

"The rights specified in the First Schedule hereto are excepted and reserved unto the Transferor in fee simple for the benefit of the Transferor's said viaduct and adjoining and neighbouring land.

### THE FIRST SCHEDULE hereinbefore referred to

(a) The free running and passing of water soil gas and electricity coming from or passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires now on over or under the Property and the right to maintain the same and to connect thereto and to any other services forming part of the Property.

(b) The right within eighty years from the date hereof.

(i) to fix construct place maintain and use over or under any parts of the Property upon which no buildings have been erected any sewer drain watercourses or pipe which may be necessary or convenient.

(ii) to carry out above ground level on or from any part of the Property upon which no buildings above ground level have been erected any works which may in the opinion of the Transferor be necessary for the proper operation of the Transferor's undertaking.

(c) The right at all reasonable times (or in case of emergency at any time) with or without vehicles plant apparatus and workmen to enter on the Property for the purpose of inspecting maintaining altering and carrying out works to the Viaduct and the foundations of the Arches thereof and other works and any adjoining property of the Transferor and of exercising the rights reserved by paragraphs (a) and (b) hereof



## C: Charges Register continued

PROVIDED that in the exercise of such rights referred to in sub-paragraphs (a) (b) and (c) above and (d) and (e) below the Transferor shall:-

- (i) make good any damage caused thereby to the Property
- (ii) carry out the said works in a manner which will cause the minimum possible amount of inconvenience to the Transferee and its tenants
- (iii) carry out the said works with due regard to reasonable security requirements of the Transferee or its tenants
- (iv) not carry out or permit any development to be carried out which might adversely affect the operation of any computer installed upon the Property subject nevertheless to the Transferor's right of carrying on their statutory railway undertaking on their adjoining or neighbouring property

AND PROVIDED FURTHER that the reservations contained in sub-paragraphs (a) (b) and (c) above shall not apply to those parts of the Property actually used for computer operations

(d) the power and liberty at any time hereafter to stop up or otherwise affect any rights of way or other easements or privileges whether now in existence or not which the Transferee may at any time hereafter be using or enjoying (other than by virtue of the express provisions of this Transfer or of any Grant or Licence in writing from the Transferor) over any adjoining land as appurtenant incident or belonging to the Property.

(e) Full right and liberty from time to time to use their adjoining and neighbouring lands for the purposes of their railway undertaking in such manner as they may think fit and to build or execute works for operational purposes upon such lands but not so substantially as to restrict the access of light and air to the Property.

(f) A right of way with or without vehicles at all times and for all purposes over (i) so much as is included in this Transfer of the access way leading from Hopton Street aforesaid and passing over the Property and thence through the gateway erected under the Viaduct to the entrance on the western side of the Viaduct to the Transferor's Arches under the Viaduct and to the Transferor's premises situate on the western side of the Viaduct (ii) over and along the strip of land ten feet in width immediately adjoining the Viaduct on the eastern side thereof for the purpose of inspecting maintaining and renewing the Viaduct and the piers footings abutments and foundations thereof including the right to erect scaffolding and apparatus in connection with such works."

6 (24.10.1997) A Transfer of the land in this title dated 30 September 1997 made between (1) The Prudential Assurance Company Limited and (2) Larchfield Investments Limited contains the following covenants:-

### RESTRICTIVE COVENANTS

"3.1 The Transferee covenants with the Transferor for the benefit of the Retained Land that the Transferee and its successors in title will not carry out or permit to be carried out any redevelopment of the Burdened Land or any part thereof

3.2 The Transferor covenants with the Transferee for itself and its successors in title and with the intention of binding the Retained Land and each and every part thereof that

3.2.1 upon receipt by the Transferor from the Transferee of the Relevant Sum the Transferor will deliver to the Transferee an absolute release of the covenant referred to in Clause 3.1 by way of a deed in such form as the Transferee shall reasonably require; and

3.2.2 as soon as reasonably practicable after the date hereof it will make an application to H M Registry to note the provisions of this Clause 3.2 and 3.3 on the register of the title for the Retained Land.

## C: Charges Register continued

3.3 On any disposition of the Retained Land or any part thereof the Transferor covenants with the Transferee that it shall procure that any person to whom a disposition (which for the avoidance of doubt shall include (inter-alia) a sale the grant of a lease and the creation of a mortgage or charge) is made will covenant directly with the Transferee in the terms of Clause 3.2 and this Clause 3.3 PROVIDED ALWAYS THAT (and notwithstanding) any other provisions of this Clause 3) where at any time the whole of the Retained Land is not in the sole ownership of one party the Transferee shall be deemed to have made due payment of the Relevant Sum in accordance with Clause 3.2 if such payment is made to The Prudential Assurance Company Limited irrespective of whether The Prudential Assurance Company Limited then retains an interest in any part of the Retained Land.

### SCHEDULE 4

#### (Calculation of the Relevant Sum)

##### 1. Definitions

Unless the contrary intention appears the following definitions apply in this Schedule 4:

"Index" the All Items Retail Prices Index published by the Office for National Statistics

"A" the last monthly figure shown in the last edition of the Index published before the date hereof:

"B" the last monthly figure shown in the last edition of the Index published one year before the Relevant Date

"The Relevant Date" the date of payment of the Relevant sum pursuant to Clause 5.2 of this Transfer

##### 2. Calculation of the Relevant Sum

2.1 The Relevant Sum is to be the greater of:

2.1.1 the sum of £100,000; and

2.1.2 the sum of £100,000 x B/A provided that in no circumstances shall the Relevant Sum exceed £150,000

2.2 If the Index ceases to be rebased after A is published but before B is published then an appropriate adjustment shall be made in the calculation to ensure that both B and A are calculated on the same basis.

2.3 If the Index ceases to be published then there shall be substituted in the calculation in paragraph 2.1.2 such other Index as the Transferor and Transferee shall agree as being a generally respected measure of the general increase in retail prices."

NOTE 1: The Burdened Land is the land in this title excluding the land edged and numbered 1,2,3,5 and 8 in yellow on the supplementary plan to the title plan.

NOTE 2: The Retained Land is the land comprised in title numbers SGL492168, SGL309286 and SGL171786.

7 (24.10.1997) The land is subject to the following rights reserved by the Transfer of the land in this title dated 30 September 1997 referred to above:-

"Subject to the exceptions and reservations set out in Part 2 of this Schedule

Part 2

Excepting and reserving to the Transferor for the benefit of the Retained Land:

## C: Charges Register continued

1. In relation to the part of the Property shown edged green on the plan annexed hereto marked "Plan 2" the following rights:

1.1 to deal as it may think fit with the Retained Property and to erect or permit to be erected upon it any buildings or structures even if they affect or diminish the light or air which may now or at any time be enjoyed by the Transferee in respect of this part of the Property

1.2 of free running and passage of water soil gas and electricity through any drains watercourses pipes cables or wires now on over or under this part of the Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of this part of the Property provided that such exception and reservation shall not apply to those parts of this part of the Property actually used for computer operations.

2. In relation to the remainder of the Property:

2.1 the free running and passing of soil water gas and electricity coming from and passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires on under or over this part of the Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of this part of the Property

2.2 the right to affix construct place maintain and use over or under any parts of this part of the Property (upon which no buildings have been erected) any sewers drain watercourse or pipe which may be necessary or convenient

2.3 to deal as it may think fit with the Retained Property and to erect or permit to be erected upon it any buildings or structures even if they affect or diminish the light or air which may now or at any time be enjoyed by the Transferee in respect of this Property and

2.4 the right of support and protection for the Retained Property from this part of the Property in so far as it exists at the date hereof.

provided that whilst the Lease dated 30 March 1984 referred to in Schedule 2 subsists the rights in paragraphs 2.3 and 2.4 shall be suspended."

NOTE 1: The Retained Property is the land comprised in titles SGL492168, SGL309286 and SGL171786.

NOTE 2: The Property edged green on the plan marked "Plan 2" annexed to the Transfer is the land shown edged and numbered 1, 2, 3, 5 and 8 in yellow on the supplementary plan to the title plan.

- 8 (24.10.1997) A Licence dated 23 October 1997 made between (1) The Port of London Authority and (2) Larchfield Investments Limited relates to the construction of a cantilever platform and contains restrictions.

*NOTE: Copy filed.*

- 9 (06.06.2011) UNILATERAL NOTICE affecting Flat 109 Falcon Point in respect of a Notice dated 20 August 2010 served under Section 42 of the Leasehold Reform Housing and Urban Development Act 1993.

*NOTE: Copy filed.*

- 10 (06.06.2011) BENEFICIARY: Nicholas Landau and Vivien Cheung of Sebastians, 92 Fleet Street, London EC4Y 1PB and of gmurphy@seblaw.co.uk.

- 11 (14.04.2014) An Agreement dated 28 March 2014 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Cerep Ludgate House Limited and Cerep Sampson House Limited (3) ING Bank N.V (4) Network Rail Infrastructure Limited and (5) Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of part of the land in this title being Sampson House and adjoining land to the north.

## C: Charges Register continued

*NOTE: Copy filed under TGL62703.*

- 12 (16.07.2015) UNILATERAL NOTICE affecting Flat 39 Falcon Point in respect of a notice dated 16 June 2015 served under section 13/42 of the Leasehold Reform, Housing and Urban Development Act 1993 by John Cole and Mary Marguerite Monica Cole pursuant to section 97(1) of that Act.
- 13 (16.07.2015) BENEFICIARY: John Cole and Mary Marguerite Monica Cole of Withy King LLP, Midland Bridge House, Midland Bridge Road, Bath, BA2 3FP.
- 14 (03.06.2016) REGISTERED CHARGE dated 17 May 2016.
- 15 (03.06.2016) Proprietor: OVERSEA-CHINESE BANKING CORPORATION LIMITED (incorporated in Singapore) of The Rex Building, 62 Queen Street, London EC4R 1EB.
- 16 (21.06.2016) The proprietor of the Charge dated 17 May 2016 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.
- 17 (15.02.2018) UNILATERAL NOTICE affecting Flat 30 Falcon Point in respect of a notice dated 12 February 2018 served under section 42 of the Leasehold Reform, Housing and Urban Development Act 1993 by Jean Mary Vigar pursuant to section 97(1) of that Act.

*NOTE: Copy filed.*

- 18 (15.02.2018) BENEFICIARY: Jean Mary Vigar of 6 Clanricarde Gardens, Tunbridge Wells, Kent TN1 1PH (jrc@keenemarsland.co.uk).
- 19 (06.03.2018) An Agreement dated 21 November 2017 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) The Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE: Copy filed under TGL62703.*

- 20 (23.01.2019) UNILATERAL NOTICE affecting 57 Falcon Point in respect of a notice dated 19 June 2018 served under section 42 of the Leasehold Reform, Housing and Urban Development Act 1993 by Robert Edward Wade and Monica Jane Wade pursuant to section 97(1) of that Act.
- 21 (23.01.2019) BENEFICIARY: Katy Jane Kolano of Flat 57 Falcon Point, Hopton Street, London SE1 9JB and E J Winter and Son LLP of St Laurence House, 10/12 The Forbury, Reading, Berks RG1 3EJ.
- 22 (29.01.2019) Option to purchase in favour of Network Rail Infrastructures Limited contained in an Agreement affecting the land edged and numbered 2, 3 (part of) and 4 (part of) in yellow on the title plan being the toilet block and station entrance, Hopton Street dated 31 March 2016 made between (1) Cerep Sampson House Limited and (2) Network Rail Infrastructures Limited upon the terms therein mentioned.

*NOTE:-Copy filed.*

- 23 (14.05.2019) Notice affecting 22 Falcon Point entered pursuant to section 97(1) of the Leasehold Reform, Housing and Urban Development Act 1993 that a notice dated 4 March 2019 has been served under section 42 of that Act by Raymond George Rankin Kain of 22 Falcon Point, Hopton Street, London SE1 9JW.

*NOTE: Copy filed.*

- 24 (30.12.2019) An Agreement dated 2 December 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) The Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning

## C: Charges Register continued

Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE:-Copy filed.*

- 25 (10.03.2020) An Agreement dated 4 March 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited and (3) Oversea-Chinese Banking Corporation Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE:-Copy filed.*

- 26 (07.01.2021) An Agreement dated 22 December 2020 made between (1) The Mayor And Burgesses Of The London Borough Of Southwark (2) Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) Bankside Quarter (Jersey) Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title.

*NOTE: Copy filed.*

- 27 (06.08.2021) A Deed of Variation dated 20 December 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited and (3) Oversea-Chinese Banking Corporation Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE:-Copy filed.*

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 30 March 1984 referred to in the Charges Register:-

The Transferee hereby covenants with the Transferor for the benefit of the Transferor's said viaduct and adjoining and neighbouring land to observe and perform the covenants set out in the Third Schedule hereto and with intent to bind the Transferee and its successors in title to the Property and each and every part thereof in whosoever hands the same may come.

### THE THIRD SCHEDULE hereinbefore referred to

1. NOT to commence any works of repair or renewal of the Property within ten feet of the said Viaduct until the Transferee has given notice to the Transferor (except in the case of emergency) who shall be entitled to give such directions as to the carrying out of the intended works and to the use of cranes scaffolding and apparatus in connection therewith as in the opinion of the Transferor's Chief Civil Engineer are reasonably necessary for the protection of the Viaduct and railway and all passengers and traffic thereon.

2. That no earth clay or other substance shall be excavated upon the Property and that no act shall be done thereon which may endanger the safety or stability of the Transferor's railway or property or of any neighbouring property and that no inflammable dangerous or explosive substance liquid or gas shall be stored or placed upon the Property other than fuel oils stored in proper containers and in accordance with all statutory requirements the Transferee taking all reasonable precautions against fire and explosion.

3. Not without the consent of the Transferor which shall not be unreasonably withheld (but may be granted subject to such requirements as the Transferor's said Engineer shall stipulate for the safety and protection of the Viaduct and the railway thereon) to carry out or to permit to be carried out any building operations or erect structures of any kind within the said ten feet strip of land immediately adjoining the Viaduct on the eastern side thereof.



## Schedule of restrictive covenants continued

4. Not to light or permit to suffer to be lighted the Property or any part thereof or to display or permit or suffer to be displayed lighted signs or other illuminations in such a manner or such as to cause confusion with the signals of the Transferor's railway or to be likely in the opinion of the Transferor's Chief Signal and Telecommunications Engineer (which shall not be open to question by the Transferee) to be so confused And if any lighting lighted sign or other illumination shall at any time be found to be confused with such signal or to be likely to be so confused upon request from the Transferor at once to alter the same in such a manner as to avoid such confusion or likely confusion.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	23.12.1980 7 (part of)	The Founders Arms Public House, Bankside (Basement ground (Terrace level) and first floors)	17.12.1980 125 years less 10 days from 15.12.1978	SGL309248
NOTE 1: The lease grants rights to use the vehicle entrance leading to the ground floor and the roads and footpaths edged and numbered 6 in yellow on the supplementary plan to the title plan, support and shelter, the right to erect a sign at the point marked X in blue on the supplementary plan to the title plan, the right to use electricity wires along the route shown by a blue broken line on the supplementary plan to the title plan, rights of entry and rights of overhang of a balcony over the land hatched brown on the supplementary plan to the title plan with rights of access over such land for the purpose of repair and maintenance of the said balcony. The lease also grants and reserves the passage of heating, water, soil, gas and electricity and rights of support.				
NOTE 2: No copy of the Lease referred to is held by HM Land Registry.				
2	9 (part of), 10 (part of) and 11 (part of)	Cable duct run	15.12.1980 80 years from 15.12.1978	
NOTE 1: The lease comprises also other land.				
NOTE 2: The lease grants a right of entry over adjoining land for the purpose of installing, laying, inspecting, maintaining or removing any ducts, cables, lines, plant or other apparatus.				
NOTE 3: Copy Lease filed under SGL134909.				
3	11.01.2007 13	Cable Duct	24.07.1981 80 years from 15.12.1978	TGL284994
NOTE 1: The Lease comprises also other land.				
NOTE 2: The Lease grants a right of entry for the purpose of installing, laying, inspecting, maintaining or removing the duct, cables, lines, plant or other apparatus under the land demised.				
NOTE 3: Lease registered under TGL284994				
4	14.05.1984 3 (part of), 4, 5 (part of) 6, 7, 9 (part of) 10, 11 (part of) 12 and 14	Land and Buildings on the North side of Hopton Street and Bankside	30.03.1984 99 years (less 10 days) from 15.12.1978	SGL402790
NOTE 1: The lease reserves rights of way, passage of running water, soil, gas and electricity, entry and other rights.				
NOTE 2: The lease comprises also other land.				

## Schedule of notices of leases continued

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
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NOTE 3: The lease contains mutual options for renewal

NOTE 4: The lease was deemed to have been surrendered and re-granted following the grant of a lease or leases under section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993 with the effect provided for by paragraph 10 of Schedule 11 to that Act.

NOTE 5: This lease is affected by the concurrent lease dated 22 December 2021 referred to below

5	22.11.2010 4 (part of)	Flat 25, Falcon Point (third floor)	23.01.2009 From 23 January 2009 to 29 November 2167	TGL339444
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6	10.01.2011 7 (part of)	Flat 101 Falcon Point (fourth floor)	15.10.2010 From and including 15 /10/2010 to and including 29/11/2167	TGL341204
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NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

7	12.01.2011 12 (part of)	Flat 6, Falcon Point (Third Floor)	20.12.2010 From 20.12.2010 to 29.11.2167	TGL341311
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NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

8	12.01.2011 12 (part of)	Flat 19, Falcon Point (Fifth Floor)	22.12.2010 From 22.12.2010 to 29.09.2167	TGL341313
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NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

9	12.01.2011 4 (part of)	Flat 74, Falcon Point (First Floor)	20.12.2010 From 20.12.2010 to 29.11.2167	TGL341319
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NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

10	12.01.2011 16 (part of)	Flat 50, Flacon Point (Fourth Floor)	20.12.2010 From 20.12.2010 to 29.11.2167	TGL341320
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NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

11	12.01.2011 16 (part of)	Flat 56, Falcon Point (Seventh Floor)	22.12.2010 From 22.12.2010 to 29.11.2167	TGL341321
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NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

12	12.01.2011 4 (part of)	Flat 110, Falcon Point (Fourth Floor)	22.12.2010 From 22.12.2010 to 29.11.2167	TGL341322
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NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

13	12.01.2011 4 (part of)	Flat 104, Falcon Point (First Floor)	22.12.2010 From	TGL341324
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## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
			22.12.2010 to 29.11.2167	
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
14	12.01.2011 4 (part of)	Flat 91, Falcon Point (Fourth Floor)	20.12.2010 From 20.12.2010 to 09.12.2167	TGL341325
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
15	12.01.2011 16 (part of)	Flat 12, Falcon Point (First Floor)	05.01.2011 From 05.01.2011 to 29.11.2167	TGL341328
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
16	12.01.2011 4 (part of) and 6 (part of)	Flat 59, Falcon Point (Second Floor)	22.12.2010 From 22.12.2010 to 29.11.2167	TGL341330
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
17	12.01.2011 16 (part of)	Flat 33, Falcon Point (Second Floor)	20.12.2010 From 20.12.2010 to 05.11.2167	TGL341327
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
18	12.01.2011 4 (part of)	Flat 82, Falcon Point (Fifth Floor)	20.12.2010 From 20.12.2010 to 29.11.2167	TGL341326
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
19	15.05.2012 4 (part of)	Flat 87, Falcon Point (Second Floor)	09.02.2012 From and including 9.2.2012 to and including 29.11.2167	TGL362859
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
20	15.10.2013 16 (part of)	Flat 42, Falcon Point (Sixth Floor)	22.08.2013 From and including 22.8.2013 to and including 29.11.2167	TGL386527
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
21	15.10.2013 4 (part of)	Flat 108, Falcon Point (Third Floor)	22.08.2013 From and including 22.8.2013 to and including 29.11.2167	TGL386526
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
22	16.02.2015 16 (part of)	Flat 32 Falcon Point (First Floor Flat)	10.02.2015 from and including	TGL417831

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
			10.2.2015 until and including 28.11.2167	
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993			
23	29.04.2015 4 (part of)	Flat 105 Falcon Point (second floor flat)	11.02.2015 From 11 February 2015 expiring on 28 November 2167	TGL417950
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
24	29.04.2015 6 (part of) and 4 (part of)	Flat 63 Falcon Point (fourth floor flat)	20.02.2015 From 20 February 2015 expiring on 38 November 2167	TGL418300
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
25	26.10.2015 4 (part of)	64 Falcon Point (fourth floor flat)	30.09.2015 From and including 30.9.2015 to and including 29.11.2167	TGL433650
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
26	16 (part of)	Flat 36, Falcon Point (Third Floor Flat)	25.04.2016 From and including 25.4.2016 to and including 29.11.2167	TGL447107
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
27	12.05.2016 16 (part of)	Flat 41 Falcon Point (sixth floor)	31.03.2016 From 31.3.2016 to 29.11.2167	TGL447892
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
28	27.06.2016 16 (part of)	Flat 39 Falcon Point (fifth floor)	17.06.2016 From 17.06.2016 to 03.12.2167	TGL450582
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993			
29	28.10.2016 4 (Part of)	Flat 76, Falcon Point (second floor)	25.10.2016 from and including 25.10.2016 to and including 29.11.2167	TGL459206
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
30	15.02.2017 16 (part of)	Flat 53, Falcon Point (Sixth floor)	03.02.2017 from and including 3.2.2017 until and including 29.11.2167	TGL467082
	NOTE: The lease was made under the provisions of 56 or 93(4) of the			

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	Leasehold Reform, Housing and Urban Development Act 1993.			
31	18.12.2017 12 (part of): 16 (part)	Flat 29, Falcon Point (Fifth Floor Flat)	12.12.2017 From and including 12.12.2017 until and including 29.11.2167	TGL167192
	NOTE: The lease was made under the provisions of 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
32	12.03.2018 16 (part of)	Flat 35, Falcon Point (Third floor)	02.03.2018 From and including 2 March 2018 until and including 29 November 2167	TGL496239
	NOTE: The lease was made under the provisions of 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993			
33	19.03.2019 16 (part of)	Flat 30, Falcon Point (Fifth Floor)	12.03.2019 From and including 12 March 2019 until and including 29 November 2167	TGL521729
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
34	12.08.2019 4 (part of) : 6 (part of)	Flat 57 Falcon Point (first floor)	06.08.2019 6 August 2019 to 29 November 2167	TGL531057
	NOTE: The lease was made under the provisions of 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993			
35	18.03.2020 16 (part of)	Flat 40 Falcon Point (Fifth Floor)	12.03.2020 From and including 12 March 2020 to and including 30 November 2167	TGL544617
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
36	02.07.2020 16 (part of)	Flat 21, Falcon Point (First Floor)	22.06.2020 from and including 22 June 2020 until and including 29 November 2167	TGL548214
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
37	02.07.2020 16 (part of)	Flat 24 Falcon Point (Second Floor Flat)	22.06.2020 From 22 June 2020 to and including 29 November 2167	TGL548210
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
38	03.07.2020 4 (part of)	Flat 86 Falcon Point (first floor flat)	22.06.2020 from 22 June 2020 until and	TGL548295



## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
			including 29 November 2167	
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
39	03.07.2020 4 (part of)	Flat 90 Falcon Point (Third Floor)	22.06.2020 From and including 22.06.2020 to and including 29.11.2167	TGL548299
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993		
40	03.07.2020 Edged and numbered 12 in yellow (part of)	Flat 22 Falcon Point (First Floor)	22.06.2020 From and including 22 June 2020 until and including 28 November 2167	TGL548301
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
41	13.01.2022 3 (part of) and 4 (part of) in yellow	Southern Ticket Hall, Blackfriars Station	22.12.2021 999 years from 22 December 2021	TGL576672
		NOTE: This lease takes effect as a concurrent lease in relation to the lease identified above		
42	07.06.2022 6 (part of)	Flat 54 Falcon Point (Sixth Floor)	24.05.2022 From and including 24 May 2022 to and including 29 November 2167	TGL584297
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
43	12.12.2022 4 (part of)	Flat 79 Falcon Point (Fourth Floor)	28.11.2022 From and including 28 November 2022 until and including 29 November 2167	TGL594064
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
44	01.02.2023 16 (part of)	Flat 43 Falcon Point (first floor flat)	27.01.2023 From and including 27 January 2023 to and including 29 November 2167	TGL596619
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		
45	28.03.2023 4 (part of)	68 Falcon Point (Sixth Floor Flat)	27.03.2023 From and including 27 March 2023 to and including 29 November 2167	TGL599796
		NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.		

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
46	04.05.2023 4 (part of)	Flat 70, Falcon Point (Seventh Floor)	29.03.2023 from 29 March 2023 to 29 November 2167	TGL601676

NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

End of register

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There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:


- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
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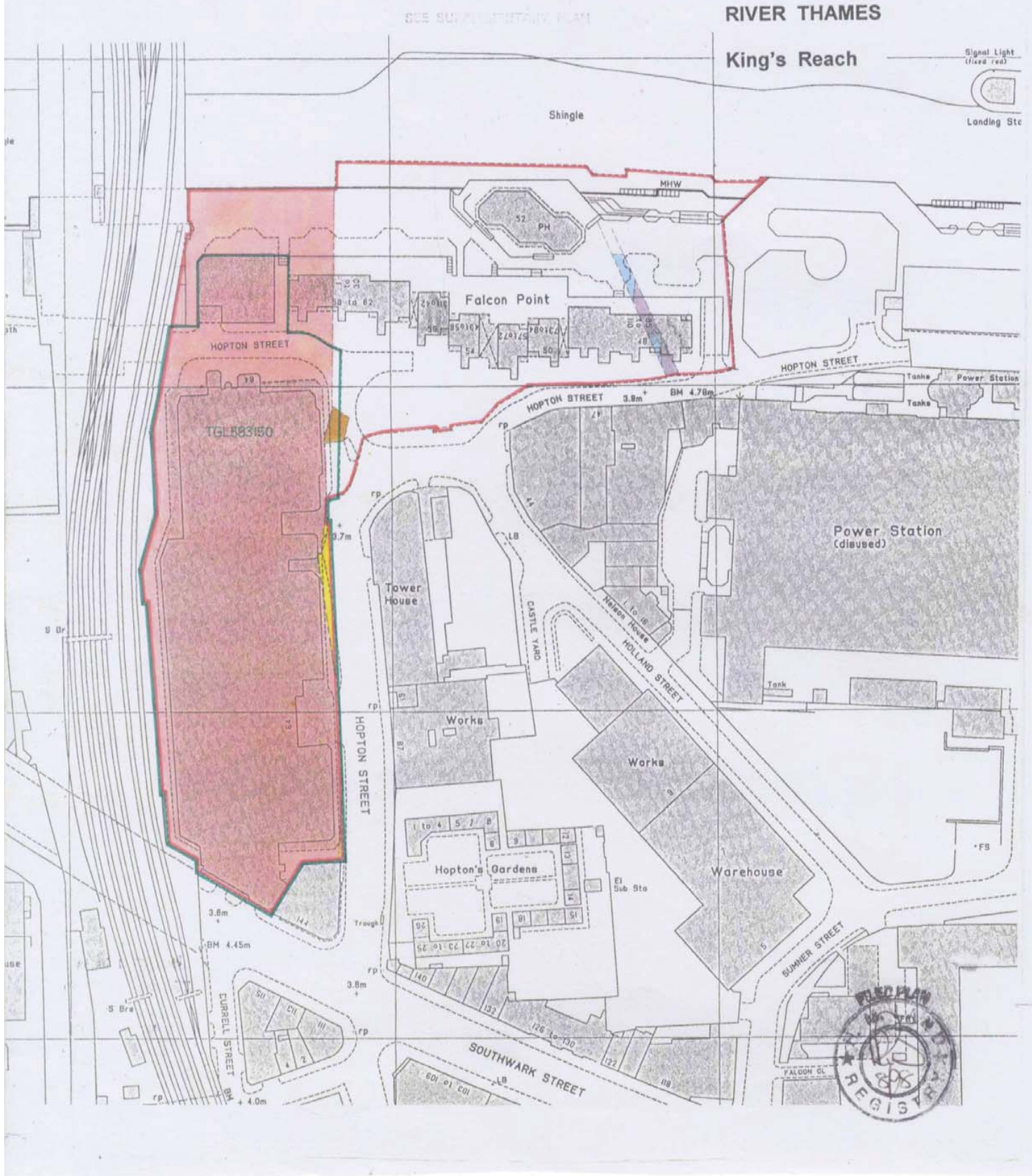
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<b>H.M. LAND REGISTRY</b>		TITLE NUMBER	
		<b>TGL138850</b>	
ORDNANCE SURVEY PLAN REFERENCE	TQ3180 NE TQ3180 SE	Scale 1/1250	
ADMINISTRATIVE AREA	SOUTHWARK	© Crown Copyright	



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**TGL138850**

## King's Reach

Signal Light  
(fixed red)

Landing Site





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# Official copy of register of title

Title number TGL583150

Edition date 05.01.2024

- This official copy shows the entries on the register of title on 17 DEC 2024 at 10:24:34.
- This date must be quoted as the "search from date" in any official search application based on this copy.
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- Issued on 17 Dec 2024.
- 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, Telford Office.

## A: Property Register

This register describes the land and estate comprised in the title.

### SOUTHWARK

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Hopton Street, London.
- 2 (12.05.2022) The land hatched brown on the title plan except so much thereof as forms part of the surface and actual soil of the public highway is included in this title.
- 3 There are excluded from this registration the mines and minerals excepted by a Conveyance of the land tinted brown on the title plan and other land dated 27 July 1933 made between (1) The Southern Railway Company (Company) and (2) The New Zealand Meat Producers Board (Purchasers) in the following terms:-

"Excepting nevertheless and Reserving all the mines and minerals (if any) in or under the said hereditaments hereby assured and a perpetual right for the Company their successors and assigns and others authorised by them to use any drains pipes or wires (but not any drains or pipes or wires connecting with the existing water closet on the said hereditaments hereby assured) now used by the Company in or over the said hereditaments hereby assured.

The Purchasers hereby covenant with the Company that they will observe and perform the following stipulations and conditions:-

(a) That the Company shall be under no liability for damage or injury to the hereditaments hereby assured or to the Purchasers in respect of the hereditaments hereby assured caused by the working or user of the Company's railway or the situation of the said hereditaments in relation thereto.

(b) That no road shall be constructed on the hereditaments hereby assured in such manner as to render the Company liable as frontages.

It is hereby agreed and declared that until the expiration of such notice as is hereinafter provided or in default of such notice at the expiration of twenty one years from the sixth day of June One thousand nine hundred and thirty three the hereditaments hereby assured and coloured blue on the said plans marked "A" and "B" respectively shall remain in the occupation or subject to the present user of the Company or their tenants AND the Company hereby covenant with the Purchasers

## A: Property Register continued

that during the continuance of such occupation or user as aforesaid as from the date hereof the Company will on the twenty seventh day of July One thousand nine hundred and thirty four and on the twenty seventh day of July in each subsequent year pay to the Purchasers an annual acknowledgement rent of a peppercorn (if demanded)."

NOTE: The land coloured blue above referred to is tinted brown on the title plan as far as it affects the land in this title.

- 4 The Transfer dated 30 March 1984 referred to in the Charges Register contains the following provision:-

"There is not included in this Transfer the foundations of the Arches of the Transferor's railway viaduct adjoining the Property so far as such foundations extend into or beneath the Property. The foundations so excluded are not included in the title.

The said Transfer also contains the following Agreement and Declaration:-

It is hereby agreed and declared that the carrying on by the Transferor of its undertaking on the Transferor's adjoining land in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be a breach of covenants for quiet enjoyment implied herein by reason of the Transferor being expressed to transfer the Property as beneficial owner nor to be in derogation of its grant."

- 5 (24.10.1997) By the Transfer dated 30 September 1997 referred to in the Charges Register the land was expressed to be transferred together with the following rights:-

"Together with the free running and passage of soil water gas and electricity coming from and passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires on under or over the Retained Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of the Retained Property."

- 6 (19.11.2019) A Deed dated 1 February 2017 made between (1) Sampson House Limited, (2) Oversea-Chinese Banking Corporation Limited and (3) Network Rail Infrastructure Limited relates to the release of rights to light or air as therein mentioned.

*NOTE: Copy deed filed under TGL138850.*

- 7 (12.05.2022) The land has the benefit of any legal easements granted by a Transfer of the land in this title dated 10 May 2022 made between (1) Sampson House Limited and (2) The Mayor and Burgesses of the London Borough of Southwark but is subject to any rights that are reserved by the said deed and affect the registered land.

*NOTE: Copy 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 (29.06.2023) PROPRIETOR: SAMPSON HOUSE LIMITED (incorporated in Jersey) (OE ID: OE018947) care of Native Land Ltd, Crestbridge Limited, 47 Esplanade, St Helier, Jersey, JE1 0BD.
- 2 (29.04.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be completed by registration without a certificate signed by the Proprietor's conveyancer that the provisions of clause 54.3 of an agreement dated 31 March 2016 made between (1) Network Rail Infrastructure Limited (2) CEREP Ludgate House Limited and

## B: Proprietorship Register continued

- (3) CEREP Sampson House Limited have been complied with or that they do not apply to the disposition.
- 3 (07.06.2017) RESTRICTION: No disposition of the part of the registered estate edged red on the plan attached to a Deed of Covenant dated 1 June 2017 made between (1) Sampson House Limited and (2) Network Rail Infrastructure Limited (other than a Charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of Clause 3 of a Deed of Covenant dated 1 June 2017 referred to above have been complied with or that they do not apply to the disposition.
- 4 (05.01.2024) 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 29 December 2023 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register or their conveyancer.
- 5 (05.01.2024) The proprietor's address for service has been changed.

## C: Charges Register

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

- 1 A Transfer of the land in this title and other land excluding that tinted and hatched brown on the title plan dated 30 March 1984 made between (1) British Railways Board (Transferor) and (2) The Prudential Assurance Company Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land in this title excluding the land tinted and hatched brown on the title plan is subject to the following rights reserved by the Transfer dated 30 March 1984 referred to above:-

"The rights specified in the First Schedule hereto are excepted and reserved unto the Transferor in fee simple for the benefit of the Transferor's said viaduct and adjoining and neighbouring land.

### THE FIRST SCHEDULE hereinbefore referred to

(a) The free running and passing of water soil gas and electricity coming from or passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires now on over or under the Property and the right to maintain the same and to connect thereto and to any other services forming part of the Property.

(b) The right within eighty years from the date hereof.

(i) to fix construct place maintain and use over or under any parts of the Property upon which no buildings have been erected any sewer drain watercourses or pipe which may be necessary or convenient.

(ii) to carry out above ground level on or from any part of the Property upon which no buildings above ground level have been erected any works which may in the opinion of the Transferor be necessary for the proper operation of the Transferor's undertaking.

(c) The right at all reasonable times (or in case of emergency at any time) with or without vehicles plant apparatus and workmen to enter on the Property for the purpose of inspecting maintaining altering and carrying out works to the Viaduct and the foundations of the Arches thereof and other works and any adjoining property of the Transferor and of exercising the rights reserved by paragraphs (a) and (b) hereof PROVIDED that in the exercise of such rights referred to in sub-paragraphs (a) (b) and (c) above and (d) and (e) below the Transferor shall:-

(i) make good any damage caused thereby to the Property

## C: Charges Register continued

(ii) carry out the said works in a manner which will cause the minimum possible amount of inconvenience to the Transferee and its tenants

(iii) carry out the said works with due regard to reasonable security requirements of the Transferee or its tenants

(iv) not carry out or permit any development to be carried out which might adversely affect the operation of any computer installed upon the Property subject nevertheless to the Transferor's right of carrying on their statutory railway undertaking on their adjoining or neighbouring property

AND PROVIDED FURTHER that the reservations contained in sub-paragraphs (a) (b) and (c) above shall not apply to those parts of the Property actually used for computer operations

(d) the power and liberty at any time hereafter to stop up or otherwise affect any rights of way or other easements or privileges whether now in existence or not which the Transferee may at any time hereafter be using or enjoying (other than by virtue of the express provisions of this Transfer or of any Grant or Licence in writing from the Transferor) over any adjoining land as appurtenant incident or belonging to the Property.

(e) Full right and liberty from time to time to use their adjoining and neighbouring lands for the purposes of their railway undertaking in such manner as they may think fit and to build or execute works for operational purposes upon such lands but not so substantially as to restrict the access of light and air to the Property.

(f) A right of way with or without vehicles at all times and for all purposes over (i) so much as is included in this Transfer of the access way leading from Hopton Street aforesaid and passing over the Property and thence through the gateway erected under the Viaduct to the entrance on the western side of the Viaduct to the Transferor's Arches under the Viaduct and to the Transferor's premises situate on the western side of the Viaduct (ii) over and along the strip of land ten feet in width immediately adjoining the Viaduct on the eastern side thereof for the purpose of inspecting maintaining and renewing the Viaduct and the piers footings abutments and foundations thereof including the right to erect scaffolding and apparatus in connection with such works."

3 (24.10.1997) A Transfer of the land in this title and other land dated 30 September 1997 made between (1) The Prudential Assurance Company Limited and (2) Larchfield Investments Limited contains the following covenants:-

### RESTRICTIVE COVENANTS

"3.1 The Transferee covenants with the Transferor for the benefit of the Retained Land that the Transferee and its successors in title will not carry out or permit to be carried out any redevelopment of the Burdened Land or any part thereof

3.2 The Transferor covenants with the Transferee for itself and its successors in title and with the intention of binding the Retained Land and each and every part thereof that

3.2.1 upon receipt by the Transferor from the Transferee of the Relevant Sum the Transferor will deliver to the Transferee an absolute release of the covenant referred to in Clause 3.1 by way of a deed in such form as the Transferee shall reasonably require; and

3.2.2 as soon as reasonably practicable after the date hereof it will make an application to H M Registry to note the provisions of this Clause 3.2 and 3.3 on the register of the title for the Retained Land.

3.3 On any disposition of the Retained Land or any part thereof the Transferor covenants with the Transferee that it shall procure that any person to whom a disposition (which for the avoidance of doubt shall include (inter-alia) a sale the grant of a lease and the creation of a



## C: Charges Register continued

mortgage or charge) is made will covenant directly with the Transferee in the terms of Clause 3.2 and this Clause 3.3 PROVIDED ALWAYS THAT (and notwithstanding) any other provisions of this Clause 3) where at any time the whole of the Retained Land is not in the sole ownership of one party the Transferee shall be deemed to have made due payment of the Relevant Sum in accordance with Clause 3.2 if such payment is made to The Prudential Assurance Company Limited irrespective of whether The Prudential Assurance Company Limited then retains an interest in any part of the Retained Land.

### SCHEDULE 4

#### (Calculation of the Relevant Sum)

##### 1. Definitions

Unless the contrary intention appears the following definitions apply in this Schedule 4:

"Index" the All Items Retail Prices Index published by the Office for National Statistics

"A" the last monthly figure shown in the last edition of the Index published before the date hereof:

"B" the last monthly figure shown in the last edition of the Index published one year before the Relevant Date

"The Relevant Date" the date of payment of the Relevant sum pursuant to Clause 5.2 of this Transfer

##### 2. Calculation of the Relevant Sum

2.1 The Relevant Sum is to be the greater of:

2.1.1 the sum of £100,000; and

2.1.2 the sum of £100,000 x B/A provided that in no circumstances shall the Relevant Sum exceed £150,000

2.2 If the Index ceases to be rebased after A is published but before B is published then an appropriate adjustment shall be made in the calculation to ensure that both B and A are calculated on the same basis.

2.3 If the Index ceases to be published then there shall be substituted in the calculation in paragraph 2.1.2 such other Index as the Transferor and Transferee shall agree as being a generally respected measure of the general increase in retail prices."

NOTE 1: The Burdened Land is the land in this title excluding the land hatched blue on the the title plan.

NOTE 2: The Retained Land is the land comprised in title numbers SGL492168, SGL309286 and SGL171786.

4 (24.10.1997) The land is subject to the following rights reserved by the Transfer dated 30 September 1997 referred to above:-

"Subject to the exceptions and reservations set out in Part 2 of this Schedule

##### Part 2

Excepting and reserving to the Transferor for the benefit of the Retained Land:

1. In relation to the part of the Property shown edged green on the plan annexed hereto marked "Plan 2" the following rights:

1.1 to deal as it may think fit with the Retained Property and to erect or permit to be erected upon it any buildings or structures even if they affect or diminish the light or air which may now or at any time

## C: Charges Register continued

be enjoyed by the Transferee in respect of this part of the Property

1.2 of free running and passage of water soil gas and electricity through any drains watercourses pipes cables or wires now on over or under this part of the Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of this part of the Property provided that such exception and reservation shall not apply to those parts of this part of the Property actually used for computer operations.

2. In relation to the remainder of the Property:

2.1 the free running and passing of soil water gas and electricity coming from and passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires on under or over this part of the Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of this part of the Property

2.2 the right to affix construct place maintain and use over or under any parts of this part of the Property (upon which no buildings have been erected) any sewers drain watercourse or pipe which may be necessary or convenient

2.3 to deal as it may think fit with the Retained Property and to erect or permit to be erected upon it any buildings or structures even if they affect or diminish the light or air which may now or at any time be enjoyed by the Transferee in respect of this Property and

2.4 the right of support and protection for the Retained Property from this part of the Property in so far as it exists at the date hereof.

provided that whilst the Lease dated 30 March 1984 referred to in Schedule 2 subsists the rights in paragraphs 2.3 and 2.4 shall be suspended."

NOTE 1: The Retained Property is the land comprised in titles SGL492168, SGL309286 and SGL171786.

NOTE 2: The Property edged green on the plan marked "Plan 2" annexed to the Transfer is the land shown tinted pink on the title plan.

- 5 (14.04.2014) An Agreement dated 28 March 2014 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Cerep Ludgate House Limited and Cerep Sampson House Limited (3) ING Bank N.V (4) Network Rail Infrastructure Limited and (5) Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of part of the land in this title being Sampson House and adjoining land to the north.

*NOTE: Copy filed under TGL62703.*

- 6 (29.01.2019) Option to purchase in favour of Network Rail Infrastructures Limited contained in an Agreement affecting the land edged and numbered 2, 3 (part of) and 4 (part of) in yellow on the title plan being the toilet block and station entrance, Hopton Street dated 31 March 2016 made between (1) Cerep Sampson House Limited and (2) Network Rail Infrastructures Limited upon the terms therein mentioned.

*NOTE:-Copy filed under TGL138850.*

- 7 (06.03.2018) An Agreement dated 21 November 2017 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) The Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE: Copy filed under TGL62703.*

- 8 (10.03.2020) An Agreement dated 4 March 2019 made between (1) The Mayor

## C: Charges Register continued

and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited and (3) Oversea-Chinese Banking Corporation Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE:-Copy filed under TGL138850.*

- 9 (30.12.2019) An Agreement dated 2 December 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) The Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE:-Copy filed under TGL138850.*

- 10 (06.08.2021) A Deed of Variation dated 20 December 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited and (3) Oversea-Chinese Banking Corporation Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE:-Copy filed under TGL138850.*

- 11 (07.01.2021) An Agreement dated 22 December 2020 made between (1) The Mayor And Burgesses Of The London Borough Of Southwark (2) Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) Bankside Quarter (Jersey) Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title.

*NOTE: Copy filed under TGL138850.*

- 12 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

*NOTE: Each lease is referenced by edging and numbering in blue on the title plan.*

- 13 (05.01.2024) REGISTERED CHARGE contained in a Security Agreement dated 29 December 2023.
- 14 (05.01.2024) Proprietor: OVERSEA-CHINESE BANKING CORPORATION LIMITED (incorporated in Singapore) (UK Regn. No. FC006487) of The Rex Building, 62 Queen Street, London EC4R 1EB.
- 15 (05.01.2024) The proprietor of the Charge dated 29 December 2023 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.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 30 March 1984 referred to in the Charges Register:-

The Transferee hereby covenants with the Transferor for the benefit of the Transferor's said viaduct and adjoining and neighbouring land to observe and perform the covenants set out in the Third Schedule hereto and with intent to bind the Transferee and its successors in title to the Property and each and every part thereof in whosoever hands the same may come.

THE THIRD SCHEDULE hereinbefore referred to

1. NOT to commence any works of repair or renewal of the Property within ten feet of the said Viaduct until the Transferee has given notice to the Transferor (except in the case of emergency) who shall be

## Schedule of restrictive covenants continued

entitled to give such directions as to the carrying out of the intended works and to the use of cranes scaffolding and apparatus in connection therewith as in the opinion of the Transferor's Chief Civil Engineer are reasonably necessary for the protection of the Viaduct and railway and all passengers and traffic thereon.

2. That no earth clay or other substance shall be excavated upon the Property and that no act shall be done thereon which may endanger the safety or stability of the Transferor's railway or property or of any neighbouring property and that no inflammable dangerous or explosive substance liquid or gas shall be stored or placed upon the Property other than fuel oils stored in proper containers and in accordance with all statutory requirements the Transferee taking all reasonable precautions against fire and explosion.

3. Not without the consent of the Transferor which shall not be unreasonably withheld (but may be granted subject to such requirements as the Transferor's said Engineer shall stipulate for the safety and protection of the Viaduct and the railway thereon) to carry out or to permit to be carried out any building operations or erect structures of any kind within the said ten feet strip of land immediately adjoining the Viaduct on the eastern side thereof.

4. Not to light or permit to suffer to be lighted the Property or any part thereof or to display or permit or suffer to be displayed lighted signs or other illuminations in such a manner or such as to cause confusion with the signals of the Transferor's railway or to be likely in the opinion of the Transferor's Chief Signal and Telecommunications Engineer (which shall not be open to question by the Transferee) to be so confused And if any lighting lighted sign or other illumination shall at any time be found to be confused with such signal or to be likely to be so confused upon request from the Transferor at once to alter the same in such a manner as to avoid such confusion or likely confusion.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	11.01.2007 6	Cable Duct	24.07.1981 80 years from 15.12.1978	TGL284994

NOTE 1: The Lease comprises also other land.

NOTE 2: The Lease grants a right of entry for the purpose of installing, laying, inspecting, maintaining or removing the duct, cables, lines, plant or other apparatus under the land demised.

NOTE 3: Lease registered under TGL284994.

2	10.06.1987 2	land at Hopton Street, Bankside	27.02.1987 99 years less 11 days from 15.12.1978	SGL485150
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NOTE: The lease contains mutual options for renewal as therein mentioned

3	14.05.1984 3	Land and Buildings on the North side of Hopton Street and Bankside	30.03.1984 99 years (less 10 days) from 15.12.1978	SGL402790
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NOTE 1: The lease reserves rights of way, passage of running water, soil, gas and electricity, entry and other rights.

NOTE 2: The lease comprises also other land.

NOTE 3: The lease contains mutual options for renewal

NOTE 4: The lease was deemed to have been surrendered and re-granted following the grant of a lease or leases under section 56 or 93(4) of

## Schedule of notices of leases continued

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
the Leasehold Reform, Housing and Urban Development Act 1993 with the effect provided for by paragraph 10 of Schedule 11 to that Act.			

End of register



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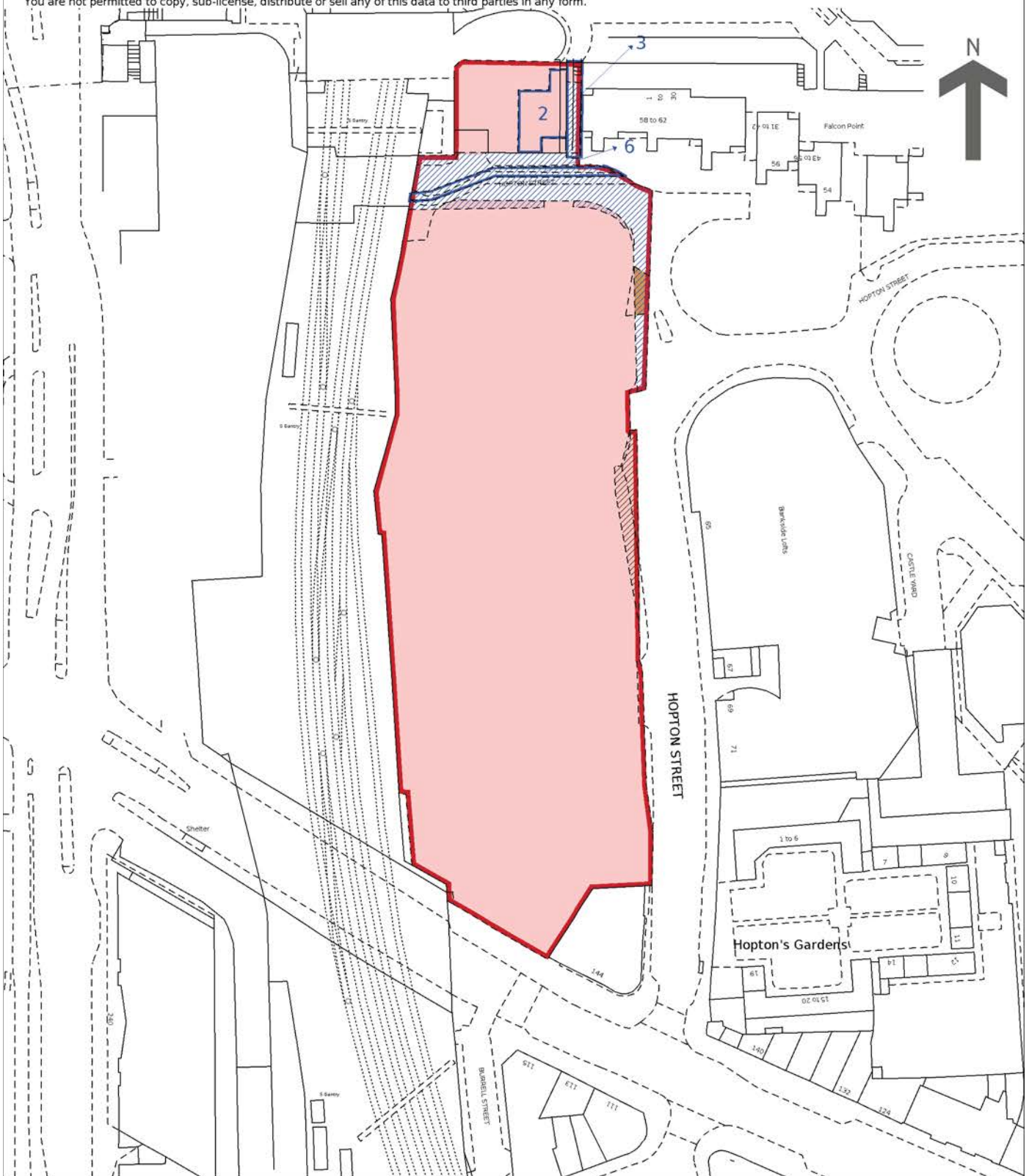
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HM Land Registry  
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title plan

Title number **TGL583150**  
Ordnance Survey map reference **TQ3180SE**  
Scale **1:1250**  
Administrative area **Southwark**



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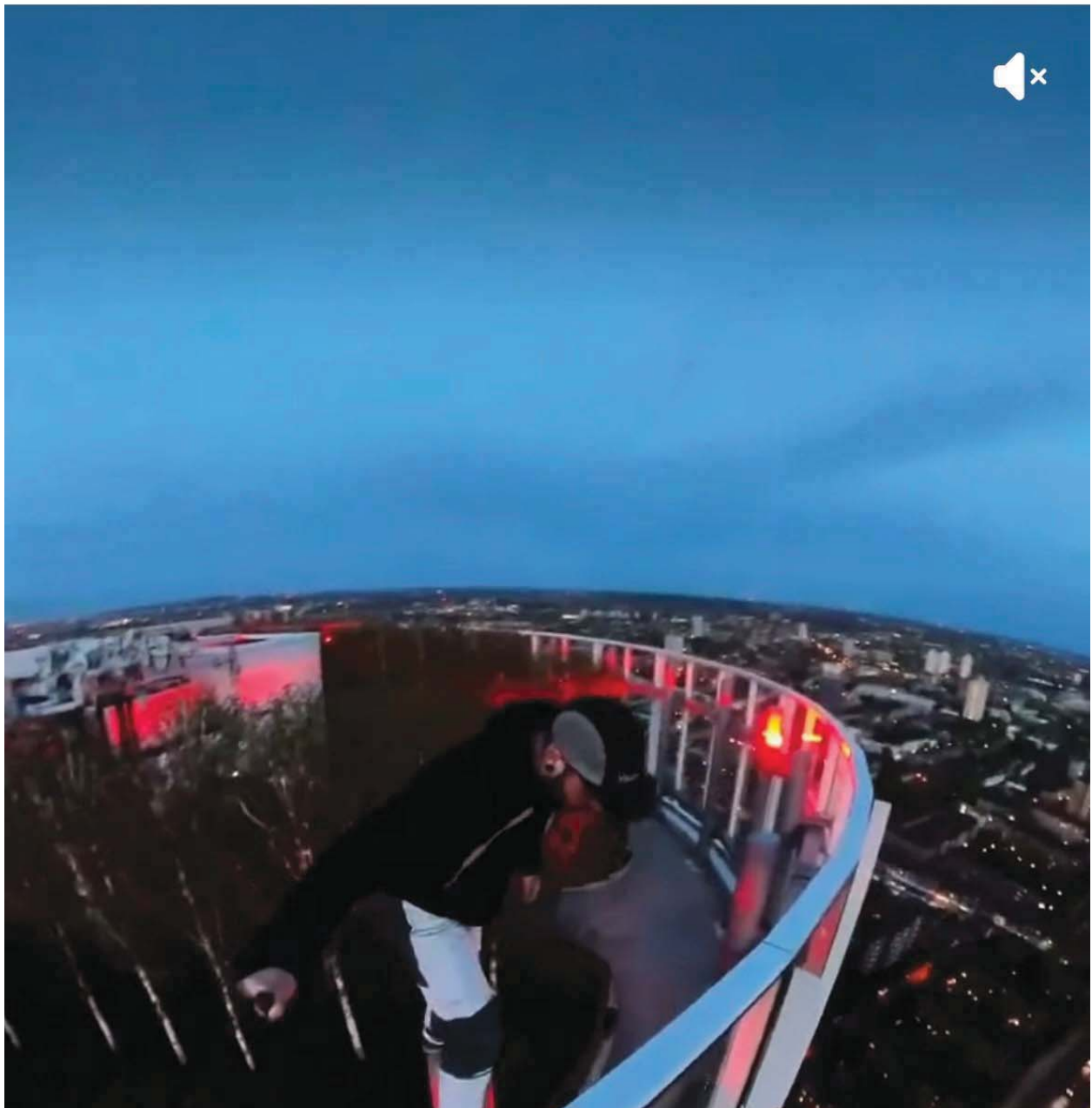


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One of the many sketchy places I stood this weekend 🤔

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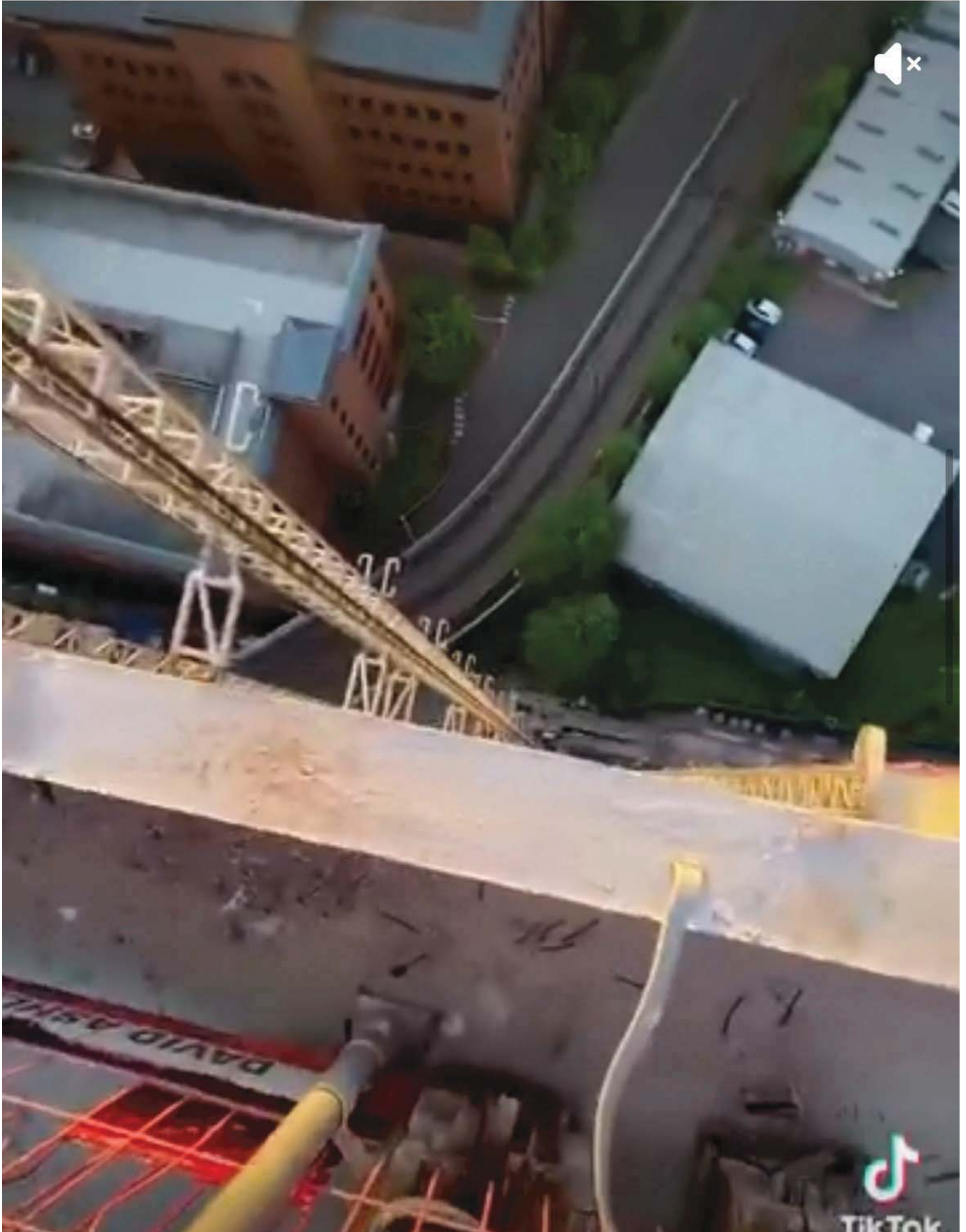




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Sick weekend ☀️

•  
•... See more



Follow

17 Jun · 🌐

Anxiety level went up! ( [REDACTED] )

#extreme #extremesport #parkour  
#freerunning #roof #urbex #london  
#climbing #fyp #xzybca





[Redacted name]



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11 Oct · 🌐

Standing April weather [#standing](#) [#april](#)  
[#wheather](#) [#parkour](#) [#urbex](#) [#pylon](#) [#fyp](#)  
[#fbreels](#) [#fbreels24](#)





24 Sep · 🌐

Standing on tower #standing #tower #urbex  
#pylon #parkour #fyp #fbreels #fbreels24



Standing on tower #standing #... more

original audio Iron Grid · Origin

All Posts People Reels Groups P



27 Jul



Rules are meant to be broken.

**#freedom #urbex #urbexworld  
#adrenaline #adrenalinejunkie  
#crazy #london #insane #alive  
#skyscraper #parkour #bored  
#urbex #abandonedplaces  
#abandoned #exploring  
#urbanexploring #urbex #climbing  
#climbinglife  
#exploringabandonedplaces  
#urbexplaces #urbexworld  
#urbexpeople #adrenalinrush #uk  
#fyp #viral #viralvideos #viralreels  
#discoverpage #ai #discover**

**lartyestates · Original audio**





2 Jun 2023 · 🌐

**ABANDONED CAR, CRANE, TRUCK, JCB  
GRAVEYARD ON A DERELICT RAF BASE!**  
Check it out here 📌



youtube.com

**ABANDONED CAR, CRANE, TRUCK, JCB  
GRAVEYARD ON A DERELICT RAF BASE |...**



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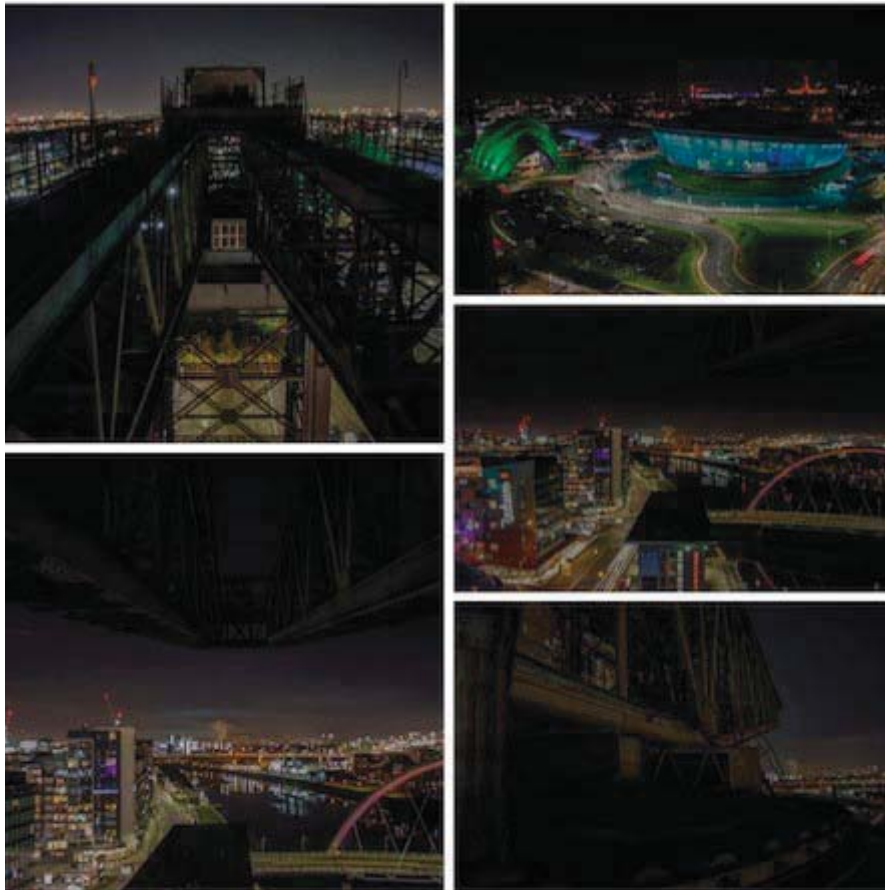


Share



· 6 Dec 2021 · 🌐

Ventured up the finnieston crane in Glasgow to get some shots 🏗️💕



👍❤️ 2



[Redacted Name]

Join



3d · 🌐

### Port Talbot Blast Furnace



[Redacted Name]

3d · 🌐

#### Port Talbot Blast Furnace 🔥

This will be the first time your seeing this guys as we are the first and only people to get in here. Many many people have failed but after a lot of hard and dedication we got in first time!

This is the biggest stealth mission I've ever done, hence why many have failed. We counted at least 90 cameras at the start (we eventually stopped counting as there was too many), over 30 security vans and staff all over site and still managed to sneak through the net 😂.

Port talbot is the biggest steelwork in the UK so standing on the top looking down was insane. It's now being decommissioned and stripped ready to be demolished.

Always bringing you the newest content guys, stepping where no other explorer dares to go 🙌



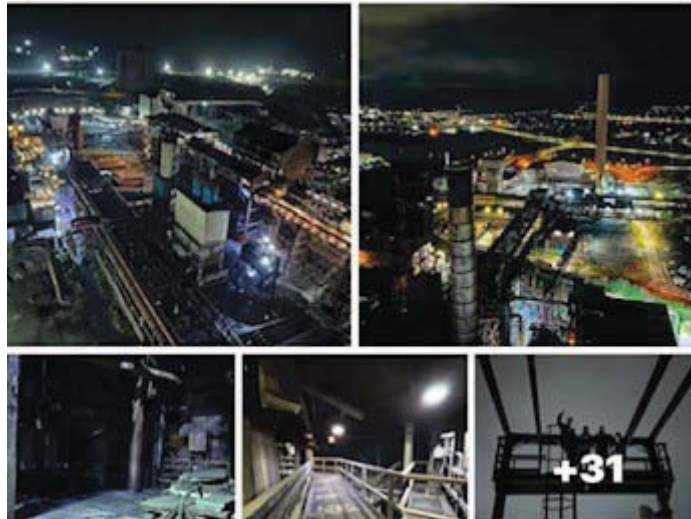


## Project Urbex Uk

Being the first to explore this colossus site and making the trip up the blast furnaces all in one run was no easy feat I'll tell you. Managed to get in and out of here completely undetected which is always a bonus.

Now we have a solid sneaky route through the site you can be sure we will all be back for another nosey and hopefully a lot better quality shots.

This post won't get the recognition it deserves though as it's an industrial explore and they never do as well as a time capsule home but I hope you enjoy seeing something completely different and new to the scene !!!







## Project Urbex Uk



**Project Urbex Uk** · [Join](#)



Abandoned Places Hidden Spaces · 3d ·



**Abandoned Places Hidden Spaces**

3d ·

Tonight we took the risk of chancing our way inside one the UKs largest steelworks and we only gone and pulled it off !!!

The UK's largest steelworks was the Port Talbot steelworks, which shut down production in September 2024 after more than 100 years of operation. The steelworks was owned by Tata Steel, an Indian company.

The steelworks was a major employer in the area, with around 4,000 people working there. The closure was part of a restructuring plan to cut costs and reduce carbon emissions. The steelworks will be replaced with an electric arc furnace that will use scrap steel from the UK, but this is not expected to be operational until 2028.

This place was insane, sorry for the dark photos but it's the result of many hours spent laying in bushes and thorns, scaling fences and climbing to the top of the tallest viewing point of the site, the blast furnace.

Being the first to explore this colossus site and making the trip up the blast furnaces







Post



and



❤️ 686

💬 53





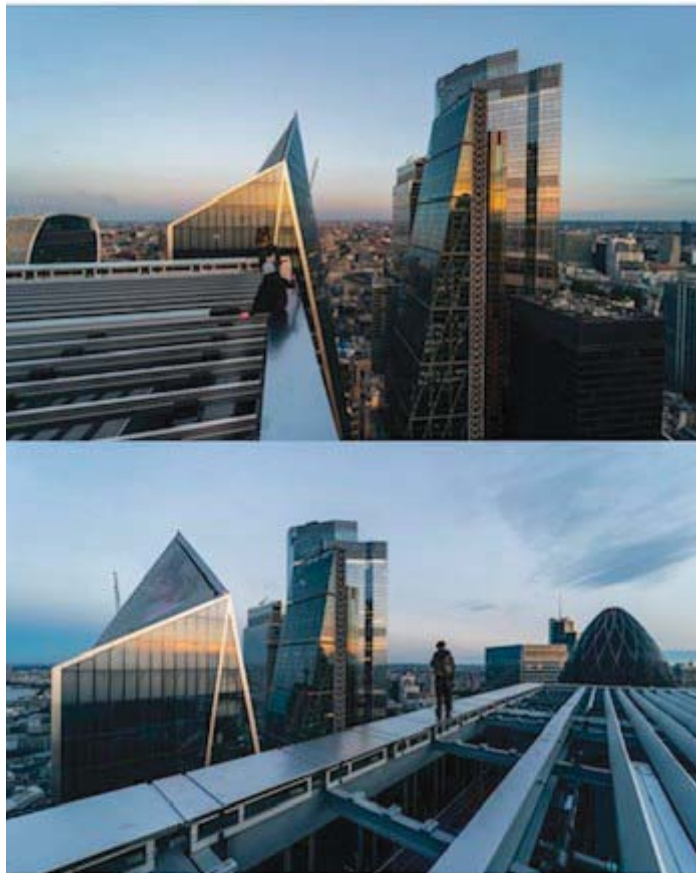
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♡ 382    💬 13    📍 21



**exp.dition** Now they all wanna dance on the sharp side of that knife

10 September

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382 13 21

**exp.dition** Now they all wanna dance on the sharp side of that knife

10 September

<b>Document ID</b> GS-113-00	<b>Title</b> Handover Template	
<b>Effective Date</b> 24/01/2023	<b>Reviewed by</b> Kathleen Foley	<b>Date Reviewed</b> 24/01/2024
	<b>Approved by</b> Frazer Debney	<b>Date Approved</b> 24/01/2024

5. Digital padlock symbol in play, on fire exit sliding door system Neo Office. Ensure when locking the padlock symbol is present on display.
6. New scaffolding platform created and finished 09/10/24 from tower to crane above hoarding level. Extra awareness of CCTV observations & patrolling. K9 is located closer to the crane.
7. New Welfare Induction room monitored due to small heater in back room.
- 8 Temporary barrier installed on footbath from digital keypad door Main Reception area due to the door being severely damaged by weather. No pedestrian signage in place. The door will not close. CCTV measures taken to increase observations on main entrance.

K9 Muhammad Sulman on break 0100hrs –02.00hrs, S/O Adamson on break 01.50hrs – 02.50hrs

### **Suspicious Activity 1.**



X2 IC1 teenagers travelled directly to the end of Blackfriars Garden, and both climbed upon perimeter fence. Seen by Guardior Dog handler Muhammad Sulman on CCTV. S/O Adamson was finishing an early patrol at turnstiles at the time. Sulman notified S/O immediately at the site turnstiles. S/O gave a warning shout. "Security, you're on camera, leave the way you climbed up". Both teenagers left the area immediately via Blackfriars Bridge. Incident reported to control and intel shared to the site phone.



<b>Document ID</b> GS-113-00	<b>Title</b> Handover Template	
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	<b>Approved by</b> Frazer Debney	<b>Date Approved</b> 24/01/2024



### Suspicious Activity 2

IC1 Male acting suspiciously looking at cameras and perimeter wall where the teenagers approached earlier at approx. 20.04hrs. The male approached the area via the tunnel on South bank from the Waterloo side. He took his phone out while on the stairs heading up towards Blackfriars Garden.

### Suspicious Activity 3

Group of teenagers loitering McGees Walkway & Gantry. Possible drug use, very aware of cameras but this did not disturb them. Possible distraction. At certain points looking at WSTYRD Scaffolding & Thames. Note: Male from suspicious activity 2 was in the area at the time. K9 Muhammad Sulman actioned to area for visible security presence.





[Redacted]

Posts

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♡ 78    💬 3    🚩 1



[Redacted]

Climbing around London city.

#urbex #urban #exploring #urbanexploring  
#rooftopping #city #london #urbexlondon  
#instagram #reelsinstagram #edit #video  
#instadaily

30 September

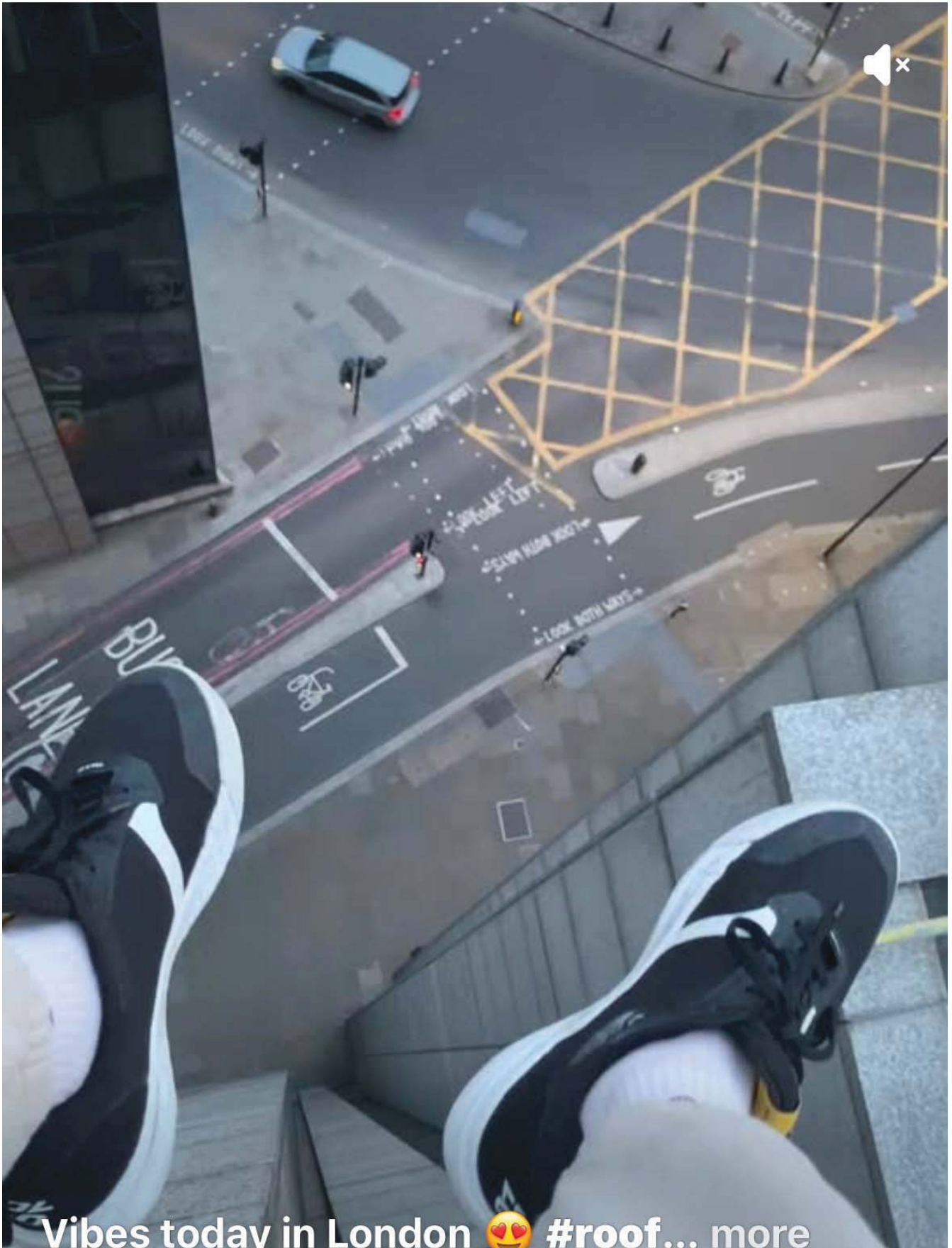


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29 Apr • 🌐

Vibes today in London 🥰 #rooftopping  
#urbex #climb #sunset #towerbridge



Vibes today in London 🥰 #roof... more

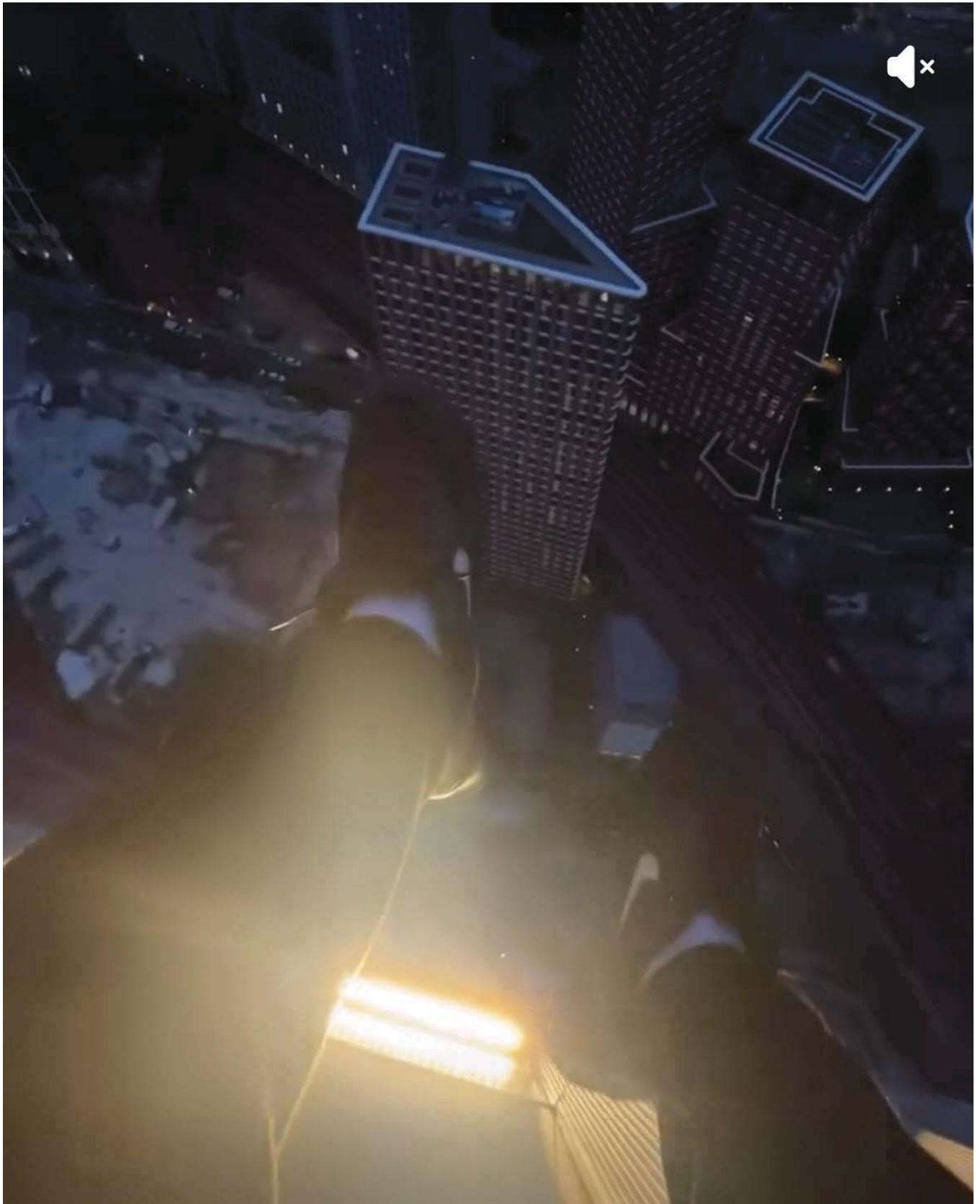




3 Dec · 🌐



**Blissful moments with a drop of adrenaline**  
**#urbex #rooftop #rooftopping #london**  
**#reels #urbexphotography**

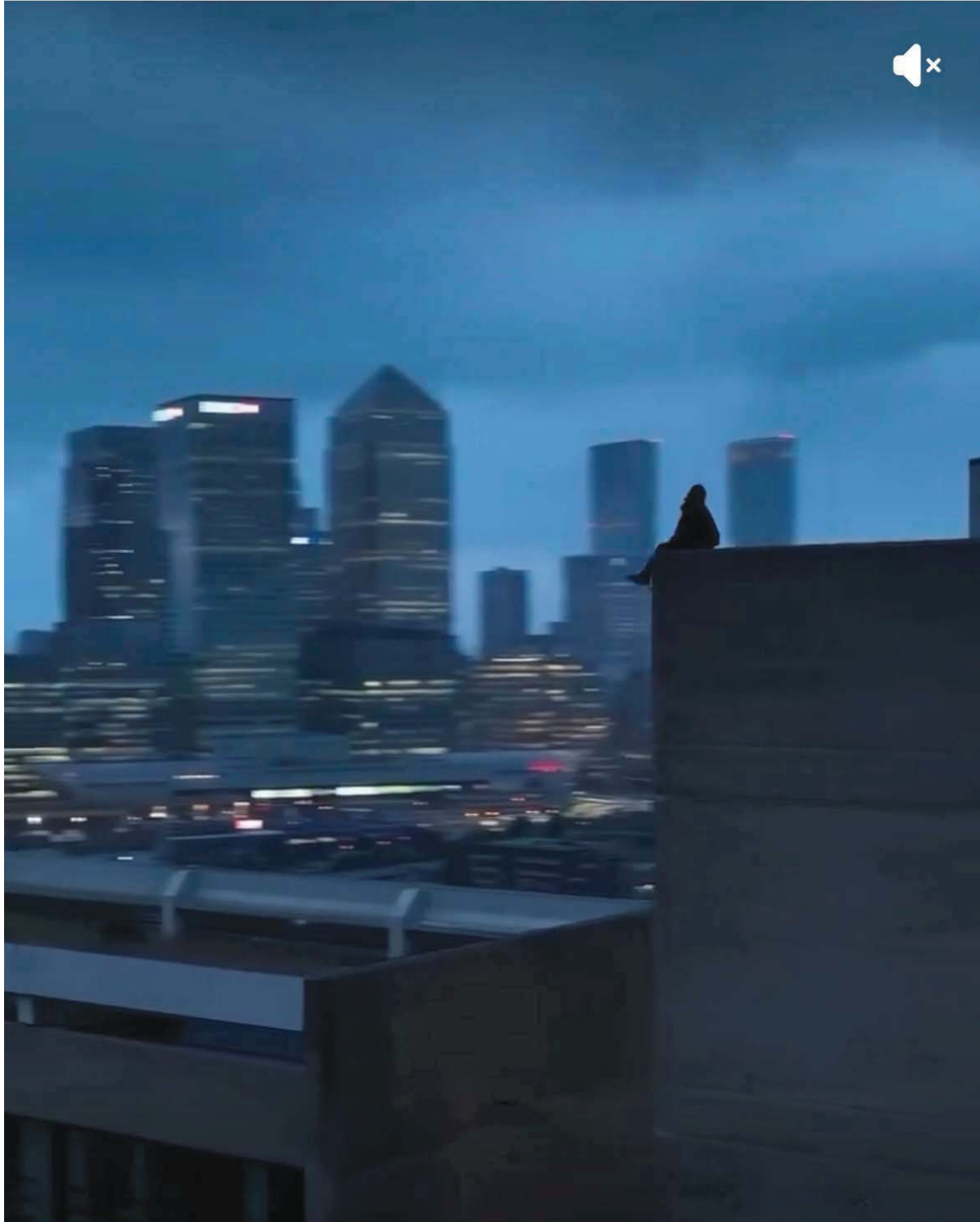




3 Dec · 🌐



**Blissful moments with a drop of adrenaline**  
**#urbex #rooftop #rooftopping #london**  
**#reels #urbexphotography**



Home



Video



Friends



Marketplace



Notifications



Menu



Multiplex Construction Europe Limited  
Annual Report and Financial Statements  
for the year ended 31 December 2023

# Multiplex Construction Europe Limited

Registration number 03808946



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# Multiplex Construction Europe Limited

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## Directory

# Multiplex Construction Europe Limited

For the year ended 31 December 2023

### **Directors of Multiplex Construction Europe Limited**

Thomas Marke  
Andrew Michael Ridley-Barker  
Jaideep Thatai  
Callum Tuckett

### **Company secretary**

Thomas Marke

### **Registered office**

99 Bishopsgate  
2nd Floor  
London  
United Kingdom  
EC2M 3XD

### **Company registration number**

03808946

### **Bankers**

HSBC  
62/76 Park Street  
London  
United Kingdom  
SE1 9DZ

### **Auditor**

Deloitte LLP  
Statutory Auditor  
London  
United Kingdom

# Strategic report

## Multiplex Construction Europe Limited

For the year ended 31 December 2023

The board of Directors present the strategic report of Multiplex Construction Europe Limited ("Company") for the year ended 31 December 2023.

### Business review and future developments

Multiplex performed strongly in 2023, completing several projects, winning several new schemes and delivering earnings growth. The Company generated profit after tax of £23 million, up £5 million on 2022, and EBITDA (earnings before interest, taxation, depreciation, and amortisation) of £38 million, up £22 million on the prior period. The Company ended the year with £37 million of cash and cash equivalents (2022: £67 million) and continues to operate with no external debt.

The Company generated £675 million of revenue in 2023 (2022: £562 million) as we neared or reached practical completion on several large schemes. We secured several new construction projects (including pre-construction services agreements (PCSAs)), successfully completed three jobs and made continuous incremental technical, operational and other improvements that will set us up for ongoing success. We are embracing the opportunity to work with our clients, supply chain, communities and industry to deliver exceptional projects and fulfil our purpose, to construct a better future.

EBITDA is a non-IFRS measure utilised by the Directors as a key performance indicator (KPI) to provide a better understanding of the Company's financial performance and comparison of performance between the different financial periods.

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

For the year ended 31 December

GBP Millions	Notes	2023	2022
Profit after tax		£ 23.2	£ 18.0
Adjustment for:			
Depreciation and amortisation	8/9	6.9	5.5
Net interest income		(0.5)	(0.2)
Income tax expense / (benefit)	19	7.9	(6.9)
EBITDA		£ 37.5	£ 16.4

Our workbook at the end of the year was £2.9 billion (2022: £2.4 billion) and included four mixed-use projects worth £2 billion, five commercial projects worth £800 million and higher education projects worth £100 million.

We secured three main contracts in 2023 valued at over £550 million, namely:

- 76 Upper Ground: an extensive restoration and upgrade of the existing Grade-II listed IBM building on the Southbank, London for the development manager Stanhope.
- One Exchange Square: the creation of 420,000 sq ft of high-quality workspace and 20,000 sq ft of retail space, while retaining 90% of the existing structure of a 1980s 13-storey building in the City of London.
- Bankside Yards – Building 2: following our successful completion of Building 2 in 2022 we were awarded the main contract for Native Land's second building, a 50-storey residential tower, of their overall development on the Southbank, London.

We secured a number of PCSAs on commercial and higher education schemes and aim to convert a total of seven PCSAs into main contracts, at the appropriate terms and conditions, during 2024. These project wins, combined with our strong pipeline, underpin our turnover and profitability expectations going forward.

We also completed three projects, £150 million of work, during the year. Our construction backlog revenue (future revenue on secured contracts) stood at £1.1 billion as at 31 December 2023 (2022: £1.1 billion).

We remain disciplined as we look at new work, ensuring the financial viability of schemes, as well as clients and subcontractors, while bidding work at appropriate terms with commensurate returns. This approach is underpinned by strong internal processes aimed at minimising our operational and financial risks and include:

- Focused and selective tendering efforts in sectors we have 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.

We continue to focus on outperforming, delivering exceptional buildings to our clients and have confidence in our ability to win new work, at the right terms, and deliver our pipeline of projects in the current operating environment. Our secured and preferred workbook provides transparent, strong cash flows throughout 2024 and beyond, providing financial resilience for the business.



# Strategic report

## Multiplex Construction Europe Limited

For the year ended 31 December 2023

### 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, that 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 their 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 more 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.

We work hard to make a positive difference to the communities in which we operate 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, clients, supply chain, extended stakeholders, the environment and society. We ensure all of our projects have a comprehensive 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 comprehensive system in place to best ensure their safety if a disastrous event were to occur.

### Corporate Responsibility and Environmental management

At Multiplex, our purpose is to construct a better future. This is built on a shared belief that we can outperform in everything we do and we have a set of values that are ingrained in our people: We keep it real; We care about people; We are collaborative and; We have grit. We are known for delivering the world's best projects and recognise that through these projects we can have a positive impact on people and the world we live in. We understand the responsibility we have to our people, clients and communities to address the complex and evolving needs of the world around us. We truly care about each other and the world around us, and we have the staying power to make a real difference.

Our approach to Environmental, Social and Governance (ESG) is embedded in everything we do. Multiplex has been at the front end of ESG conversations and actions for many years. We have contributed evidence to advance our business and industry, and implemented exemplar initiatives that continue to have a positive and material impact. We also acknowledge the unique opportunity we have to influence upstream to clients and downstream to our supply chain, and the value we can create when our values are aligned. We seek to foster strong collaborative relationships with all stakeholders and look for ways to optimise the design and operation of their buildings to generate shared value across the triple bottom line. Multiplex continues to engage with leading ESG and sustainability organisations to advance discussions and awareness across the industry. Affiliations include the British Council for Offices (BCO), Mentoring Circle, UK Green Building Council (UKGBC), World Green Building Council (WGBC), Council on Tall Buildings and Urban Habitat (CTBUH) and more.

Our ambition remains clear. To become a business that everyone wants to work with and for; where everyone is safe, valued, consulted, engaged and respected. We have continued to evolve and embed the 'One life. One team' engagement programme to drive a culture of community to deliver high performance and proactive control of critical risks through collaborative planning and monitoring to a defined set of management standards. Our approach to flexible working "Multiplex Flex" is now well established across all our sites and the results of our annual staff wellbeing survey provide us with insights to incrementally improve, as well as ensuring we uphold our values and core behaviours.

Multiplex continued its focus on wellbeing in 2023, continuing to roll-out a mental health training programme for all staff and no-cost training made available to contractors. Mental health assistance is available across all Multiplex operations.

Multiplex also operates dedicated occupational health monitoring and engagement activities facilitating a greater understanding of the health risks by construction management, supervisors and operatives alike, enabling us to ensure we are providing the



# Strategic report

## Multiplex Construction Europe Limited

For the year ended 31 December 2023

correct levels of protection. In turn this process presents compliance data from which Multiplex can target the most significant risks and revisit codified minimum standards to ensure they are fit for purpose across our UK operations.

Following The Building Safety Act 2022 becoming legislation in England and Wales last year, Multiplex continued to engage and collaborate with clients and contractors to enhance our competence framework and management processes to meet the additional specific requirements that became law in 2023. Multiplex continues to support the Building a Safer Future Charter as a signatory organisation.

Outside the health, safety and wellbeing of our people, we recognise the climate and biodiversity crisis as the time-critical and existential challenges of our time. As a responsible and resilient business, Multiplex fully supports the need to transition to a net zero carbon economy by 2050 at the latest. In April 2021 we launched our Net Zero Carbon Pathway "One Decade to Act" as a response to how we will transition to net zero carbon emissions, including our full scope 3 emissions. This pathway brings together the several climate commitments the business has made, including our Science Based Targets, the World Green Building Council Net Zero Building Commitment, whilst providing a detailed delivery plan for how these targets will be achieved.

We have made significant progress with the delivery of our 10-year social equity strategy "Leave No One Behind", including the appointment of a third-party to conduct ethical labour audits across all active projects. During the course of these audits, if any grievances were identified, they were communicated to supply chain partners and addressed accordingly. Other notable achievements include women continuing to make up 50% of Multiplex's yearly Graduate intake.

Our supply chain have been actively engaged during the development stages of these strategies, culminating in the launch of Multiplex's ESG Supply Chain Charter. This charter outlines the expectations of our suppliers to support them on their decarbonisation journey and will form a key part of our supplier onboarding process going forward.

These achievements have only been made possible by the strategic partnerships the business has formed, engaging with leading ESG and sustainability organisations to advance discussions and awareness across the sector; and multiplying their impact. In addition to those partners previously noted, Multiplex's Gold Leaf membership of the UK Green Building Council (UKGBC) is one such affiliation where, in the absence of a clear direction of travel for Government policy, a collective of likeminded businesses have set the benchmarks for which a progressive construction sector should be targeting.

Ultimately it is through the iconic projects that we build that we are also able to generate value for our people, business, clients, supply chain, extended stakeholders, the environment and society.

### Climate-related financial disclosures

#### *Governance and risk management*

The Directors are responsible for the development, approval, and updating of the organisation's strategies, policies, and goals related to economic, environmental, and social topics. Governance and risk management is carried out at a group level with a focus on Multiplex's construction business. All risks and opportunities identified at a group level are considered applicable to the Company.

The Directors identify, assess and manage climate-related risks and opportunities on a periodic basis as part of the Company's overall approach to risk management, through:

- Keeping informed of climate-related issues;
- Assessing climate-related issues to identify those that are material to the business;
- Developing goals, targets and action plans to address climate-related issues;
- Managing the implementation of action plans;
- Monitoring and reporting progress against goals and targets.

The Directors are critical in ensuring the business addresses all climate-related risks and opportunities that are essential to the business. They are supported by Multiplex's ESG function, who are responsible for assessing issues and developing plans, and project teams are responsible for implementing those plans, monitoring progress and feeding back to the ESG function. Project teams refresh their risk identification process throughout the life-cycle of the project and this progress and feedback forms part of the annual group risk identification process.

#### *Risks and opportunities*

The Directors have identified climate-related risks and opportunities up to 2030 as short-to-medium-term given that this timeframe represents the design & construction lifecycle of current business operations, and 2030 to 2050 as the long-term. Across these timeframes, key transition and physical risks and opportunities relating to climate change have been identified.

Opportunities identified by the Directors, in approximate order of those that have or will crystallise in the short-term to the medium-term, include:

- Improved resource efficiency in construction operations including reducing, reusing and recycling waste and water;
- Use of renewable energy sources, new technologies, and a shift toward decentralised energy generation;
- Access to new markets;



# Strategic report

## Multiplex Construction Europe Limited

For the year ended 31 December 2023

- Development of low embodied carbon building materials and net zero emission services; and
- Adoption of energy efficiency measures and construction methodologies.

These opportunities have the potential to increase production capacity and revenue while reducing operating costs and exposure to fossil fuel price increases.

Alongside these opportunities, both transition and physical risks to the business have been identified.

Transition risks are those associated with the transition to a lower-carbon economy. The following are the key transition risks that have been identified (in approximate order of those that will crystallise in the short-term to the long-term) along with the potential impact:

- Policy and legal changes including measures regarding air quality and the taxation of carbon-intensive products and energy supplies. This may impact supply chain and energy costs.
- The introduction of a new build-by-exception-only policy which may impact new-build market opportunities.
- Cost uplifts for low-emission technology and unavailability of such products in the market, this may impact tender pricing and stakeholder requirements.
- Commoditisation of by-products from carbon-intensive industry, specifically Ground Granulated Blast-furnace Slag (GGBS).
- More stringent expectations set by clients and industry bodies (e.g. UKGBC, LETI, BBP) which may increase environmental requirements within contracts.
- Higher expectations of the construction industry which may impact the type of schemes that come to market, how we engage with our clients and supply chain, and how we recruit, retain and reward employees.

Meanwhile, physical risks are those relating to the physical impacts of climate change and can be split between the acute risk of increased severity of extreme weather events and the more gradual risk of a global temperature rise. The Company only operates in the UK, predominantly in Central London, so all physical risks have been considered with regard to anticipated climate change in the UK. Given the locations the Company operates in, impacts from physical risks are not expected to be severe in the short to medium term but this will continue to be monitored. The potential impacts of physical risks are considered to be an impact to costs and revenue and the viability of existing buildings.

In reviewing risks, the Directors have also assessed the measures that can be taken to mitigate them. These include ESG strategies, climate change adaptation appraisals, and ongoing industry engagement. Many of the mitigations that have been considered have given way to the targets disclosed below and details of the actions that have already been taken are set out later in this report.

### Resilience

In 2023, as part of the annual sustainability reporting carried out by Multiplex, and in order to assess the resilience of the business strategy and model, two climate scenarios were applied to determine potential impacts. These scenarios have been aligned to pathways adopted by the Intergovernmental Panel on Climate Change (IPCC) for their Fifth Assessment Report (AR5) and are referred to as Representative Concentration Pathways (RCPs). The RCPs are projected models developed to represent different possible warming outcomes at the end of the century.

Firstly, we considered a scenario consisting of a sharp and immediate decrease in global emissions. In this scenario decarbonisation efforts within the value chain and more generally across the global north are realised in the short-to-medium term in line with the Paris Agreement. This scenario is aligned with RCP 2.6, where the average change in global mean surface temperatures (compared to the pre-industrial period) is 1.6 degrees Celsius between 2081-2100. This scenario is defined by consistent and joined-up policy development, climate-conscious customer behaviour, and rapid decarbonisation of the grid.

A secondary scenario, equivalent to the higher-medium (RCP6.0), has also been considered in determining the resilience of the business. In this scenario the global carbon emission profile plateaus in 2030s, thereafter rising until mid-century before decreasing in the final decades of the century. In this scenario global mean temperatures rise on average by 2.8 degrees Celsius.

The two scenarios were selected in order to consider both transition and physical risks and therefore cover the most likely risks and opportunities for Multiplex. In assessing the risks and opportunities against these scenarios, undertaken as part of the Company's risk management process, it is evident that the transition risks are most prevalent under the 'RCP2.6' scenario and conversely the physical risks more so under the 'RCP6.0' scenario. It is however, recognised that the acute impacts of climate change are already being experienced and require consideration within short-term business planning.

The targets and metrics section above sets out how Multiplex is acting to build resilience towards both the transition and physical risks set out at the start of this report. The Directors consider the business to be resilient to short-term transition risks under the 'RCP2.6' scenario and continue to work towards building resilience to long-term physical risks under the 'RCP6.0' scenario.



# Strategic report

## Multiplex Construction Europe Limited

For the year ended 31 December 2023

### Targets and metrics

The Directors have set out science-based targets for the Company to:

- Reduce absolute scope 1 and 2 carbon emissions 55% by 2030 from a 2017 base year. This comprises of emissions from our purchased electricity, gas and fuel.
- Ensure key suppliers representing 95% of emissions from our purchased goods (i.e., building materials) will set a science-based emission reduction target by 2023.

Progress against these targets, which support carbon-based opportunities and help mitigate carbon-based risks noted above, has been measured through a reduction of our Scope 1 and 2 carbon emissions by 70% compared to our 2017 base year. This was achieved through a combination of energy efficiency and carbon reduction measures, including:

- Procurement of renewable electricity and low-carbon fuels;
- Consolidation of pre-construction project teams within Head Office;
- Use of leased office spaces in place of less efficient site cabins.

Key suppliers representing 50% (70% when specified manufacturers are considered) of emissions from our purchased goods have set, or committed to setting, science-based emission reduction targets. These suppliers contributed to our embodied carbon and onsite fuel emission between our base year to the current reporting period.

In 2023, Multiplex participated in the Expert Advisory Group that supported the Science Based Targets initiative (SBTi) to develop a Building-sector specific pathway including supporting tools and guidance. The SBTi is holding a pilot phase, with guidance expected to be launched in Q2 2024; this will promote wider adoption of science-based targets throughout the sector.

In addition to our science-based targets, management have set five goals as part of our net zero strategy: One Decade to Act:

Goal #1: Zero on-site emissions by 2025, Goal #2: 50% reduction in embodied carbon intensity by 2030, Goal #3: Net zero carbon building operations by 2030, Goal #4: Zero transport emissions by 2030; and Goal #5: Zero avoidable waste by 2030.

We continue to decouple carbon emissions from our business operations and exert our influence within the value chain to support wider decarbonisation efforts within the built environment. Notable achievements in 2023 include:

- Practical completion of our first diesel-free site (65 Davies Street);
- Onboarding of specialist lifecycle analysis software to assess the carbon impact of our projects and seek opportunities to design-out carbon;
- Signing of a Power Purchase Agreement (PPA), due to go-live in Q4 2024;
- Trialling of ConcreteZero carbon reporting framework.

Full details of our progress against our Net Zero strategy are published within our annual ESG report which is available on our company website.

Finally, Multiplex has committed to the WGBC Net Zero Carbon Buildings Commitment whereby Multiplex commits to only owning and occupying assets that are net zero carbon in operation by 2030.

In 2023, we had 0 owned assets and 2 long-term tenanted assets, 99 Bishopsgate (London) and 2 Cadogan Square (Glasgow). Both leased assets operated using 100% renewable electricity, with sole emissions from gas-delivered heating. In 2023, this equated to 514 tonnes of CO<sub>2</sub>.

# Strategic report

## Multiplex Construction Europe Limited

For the year ended 31 December 2023

### Energy and carbon reporting

We have reported on all sources of greenhouse gases (GHG) emissions and energy usage as required under The Large and Medium-Sized Companies and Groups (Accounts and Reports) Regulations 2008 as amended.

GHG emissions and energy usage data for periods 1 January 2022 to 31 December 2023

UK and offshore	2023	2022
Emissions from combustion of gas (Scope 1 – tonnes of CO <sub>2</sub> e)	514	686
Emissions from combustion of fuel for transport purposes (Scope 1 – tonnes of CO <sub>2</sub> e)	-	-
Emissions from electricity purchased for own use, including for the purposes of transport (Scope 2 – tonnes of CO <sub>2</sub> e) (Market based methodology)	443	46
Emissions from business travel in rental cars or employee-owned vehicles where company is responsible for purchasing the fuel (Scope 3 – tonnes of CO <sub>2</sub> e)	26	22
<b>Total gross CO<sub>2</sub>e based on above</b>	<b>983</b>	<b>754</b>
Electricity consumption used to calculate emissions – kWh	9,132,940	10,850,885
Gas consumption used to calculate emissions – kWh	2,817,176	3,759,087
Transport fuel consumption used to calculate emissions – kWh	-	-
Other consumption used to calculate emissions – kWh	-	-
Intensity Ratio (tonnes of CO <sub>2</sub> e / £100k spend)	0.20	0.15
Emissions from electricity purchased for own use (Scope 2 – tonnes of CO <sub>2</sub> e) (Location based methodology)	1,891	2,098

### Reporting Boundary and Methodology

The following outlines the Company's boundary and methodology (aligned to ISO 14064, international standard for GHG emissions) in calculating its total annual carbon footprint:

- The carbon inventory follows the Greenhouse Gas Protocol Corporate Standard and has been consolidated based on financial control. The unit used is CO<sub>2</sub>e (carbon dioxide equivalent).
- The Company records electricity, fuel, transport, waste and material information on all our sites. The Company also uses emission factors from the UK Department of Business and Industrial Strategy (BEIS) to calculate carbon emissions for fuel, gas, transport and waste.
- The Company uses a market-based approach to determine the carbon footprint of our electricity consumption.
- The intensity ratio chosen has been selected as it is consistent with the metric reported by Multiplex as part of our Building Research Establishment Environmental Assessment Method (BREEAM) reporting.

### Actions to improve Energy Efficiency

In the period covered by the report the Company has continued to take a range of steps to improve energy efficiency. This includes the introduction of battery technologies including that deployed at our Argyle Street, Glasgow project. Such hybrid-generator arrangements enable our projects to achieve short-duration, yet high-demand energy requirements that are typical of crane operations and to then transition to a more efficient mode of power delivery after this initial peak demand has been met.

Furthermore, Multiplex's internal project dashboards were significantly updated in 2022 and now provide much greater visibility and granular level of real-time energy data across our project portfolio. Enabled by an enhanced metering strategy, this information will be used to identify cases of excessive energy use and allow appropriate interventions to be put in place to bring the energy demand in line with anticipated benchmark performance levels.

### Actions to reduce Direct and Indirect GHG Emissions

In 2023 Multiplex reduced direct carbon emissions by 70%, compared against the 2017 baseline.

The Company achieved this over the years by changing the way we procure electricity, switching the majority of our project's electricity tariffs to renewable. In the period covered by the report, the Company purchased 7.2 GWh of renewable energy via their electricity suppliers across their construction sites. The attributes are backed by Renewable Energy Guarantees of Origin (REGOs) and saved [1,448] tonnes of Carbon Dioxide equivalent (tCO<sub>2</sub>e) from being produced by standard energy generation. Compared against 2022, there has been an increase to our carbon emissions from electricity purchased for our own use due to failing to secure REGOs for some of our largest electricity consuming locations. However, in 2023 Multiplex still reduced emissions from purchased electricity by 82% compared against the 2017 baseline.

As part of our pledge to achieving net zero onsite emissions by 2025, we have partnered with Ampyr Solar Europe and entered into a Power Purchase Agreement (PPA) to procure renewable electricity directly from a solar power station in Norfolk, England. The additionality clause ensures that Multiplex's self-generated renewable energy directly leads to verifiable emission reduction and more renewable energy production, supporting the UK's National Grid decarbonisation goals. The solar power station will cover a total area of c.a. 40 acres and is expected to produce more than 9,000 MWh of green energy annually – enough to power



# Strategic report

## Multiplex Construction Europe Limited

For the year ended 31 December 2023

the equivalent of over 2,100 homes. It will displace 2,850 tons of CO<sub>2</sub> each year compared to traditional energy production, equivalent to taking 675 cars off the road for a year. This agreement plays a pivotal role in Multiplex's sustainability journey to reach its climate target of net zero carbon by 2050. Targeting being fully operational by Q4 2024, the power generated will be used across Multiplex's construction sites and offices in the UK.

Our second commitment on indirect emissions (Scope 3) is to have key suppliers, which represent 95% of emissions from purchased goods, set a science-based emission reduction target by 2023. After being the first construction contractor in the UK and Canada to have a Science Based Target aligned to the Paris Agreement 1.5-degree limit approved by the Science Based Targets initiative in 2019, Multiplex is now joined globally by 225 companies in the construction and engineering sector with approved targets, with a further 124 committed to setting one.

The Company also maintained its signatory status of the World Green Building Council's Net Zero commitment. This commitment takes urgent action against climate change by ensuring that the Company only owns and occupies assets which operate at net zero carbon by 2030. The commitment is part of the World Green Building Council's Advancing Net Zero global project, which aims to promote and support the acceleration of net zero carbon buildings to 100% by 2050.

For more information on our energy, carbon and wider sustainability performance please see the range of sustainability reports on the Multiplex website.

### Employees

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.

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 our inclusive culture, giving everyone the opportunity to succeed irrespective of gender, race, religion, disability, age, sexual orientation or any 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.

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.

We have various strategies in place to look to increase the number of women working across our business, addressing structurally related issues linked to gender equity, improving well-being and driving improved overall performance and productivity. We introduced Our Women's Health Guidelines in 2023 which aims to support employees who are affected in any way by female health matters, and educate the wider team to foster respect, openness and understanding. This includes managers, who are responsible for maintaining a supportive environment which enables women to succeed.

Since 2021, we have 'Multiplex Flex' in place which is our approach to flexible working that aims to shift the cultural dial of the construction industry. Multiplex Flex not only demonstrates our commitment to looking at operations in an inclusive way but also supports all employees with their work life balance in improving health and wellbeing as well as driving improved overall performance and productivity. In 2023, the results from our bi-annual employee survey demonstrated that 85% of staff felt that their job allowed them the flexibility needed to meet their work and family/personal commitments.

### 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.

We continue to operate the SSIP requirements to be met by our supply chain through the Build UK and CECA Common Assessment Standard (CAS) including the adoption of published Build UK standards for minimum training requirements. We have redoubled our diligence around designer competence under the scheme in readiness for the inception of the full Building Safety regime in 2023. We retain membership of Champions for the Construction Logistics and Community Safety Scheme (CLOCS), Build UK which provides the opportunity to influence standard setting within the industry and the National Association of Scaffolding Contractors' (NASC) Safe Scaffolding Charter.

During 2023, we continued to undertake significant work to research and develop an operating strategy under the Building Safety regime, reviewing current and draft legislation and available guidance from industry working groups and bodies. This enabled us to engage and consult with our supply chain consultants and contractors on proposed processes and mechanisms to achieve an effective complaint management system to ensure that the buildings we construct are safe to occupy.



# Strategic report

## Multiplex Construction Europe Limited

For the year ended 31 December 2023

Multiplex recognises that maintaining a positive culture of safe, healthy and productive performance is influenced by levels of workforce retention and stability on our projects. The current strength of the employment market poses a challenge to such stability and we therefore introduced data to track workforce transience into our project performance dashboards and have agreed targets with our supply chain to minimise churn, which also challenges employers to review their organisational culture, behaviours and rates of remuneration where necessary. Multiplex continues to deliver the 'One life. One team' engagement led programme to ensure we provide safe, desirable workplaces to encourage retention through positive experiences.

Health and wellbeing is central to our ESG strategy. We retain our commitment to the prevention of occupational cancers at work as signatories of the Institution of Occupational Safety and Health's 'No Time To Lose' campaign and continue to deploy our specialist resources to projects to monitor, engage, educate and gather data on compliance with our occupational health minimum standards. At the same time, we have continued to deliver an industry leading mental health programme under the UK construction industry's Building Mental Health charter with three in-house instructors delivering the UK MHFA England course to employees and supply chain representatives free of charge and the mandating of the one-day awareness course to all Multiplex staff.

### *Charitable Trust Partnerships*

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

In addition to corporate donations of £66,500 in 2023 (2022: £28,500), Multiplex staff and our various stakeholders have contributed personal donations and working hours valued in excess of £243,000 (2022: £150,000) to various charities including:

- Chickenshed, a theatre company that provides youth workshops, outreach projects and education programmes;
- Willow Foundation, a charity that provides special days for seriously ill young adults;
- Lighthouse Club, the construction industry charity providing emotional, physical, and financial wellbeing support to construction workers and their families; and
- Movember, to raise awareness and funds for men's health - specifically prostate cancer, testicular cancer, mental health and suicide prevention.

### *Client relationships*

Multiplex recognises the importance of maintaining healthy, long-term business relationships with our clients throughout the lifecycle of a project. This begins through our process of careful, selective bidding for work at appropriate terms, ensuring commensurate returns and allowing us to focus on providing a high quality of service. Regular engagement with client teams at all levels of the business, ensures that we provide the information required to bring them with us on their construction journey all the way through to completion. This is followed by insightful post-completion support to ensure maximum satisfaction with their new asset and to align expectations for future projects.

### *Supply chain*

Our supply chain partners are recognised as an integral part of our business operations and as such, we continue to focus on enhancement of management processes in three key areas: business assurance, performance assessment and relationship management.

As members of Build UK, we specify the widely adopted construction industry Common Assessment Standard (CAS) accreditation as our initial level of business assurance. We enhance this through our own due diligence and governance processes in key areas, to ensure our supply chain are aligned to our overall business objectives.

The performance of our supply chain is critical to the success of our projects. As a business we objectively assess their performance and provide feedback with members of our supply chain through a direct review and individual discussion process. This direct engagement process leads to improved performance by our supply chain and enables the success of our projects.

We engage directly with our supply chain at all levels of the business. Throughout the year we hold regular business to business meetings discussing capability, capacity and pipeline opportunities, in addition to the potential impacts of the various geopolitical and macroeconomic issues of the day. We also hold an annual supply chain conference that provides a general business update and addresses key topics, such as The Building Safety Act, ESG, the Supply Chain Charter and early engagement for design.

Maintaining this open and transparent approach to supply chain management continues to improve our relationship with our supply chain year-on-year.



# Strategic report

## Multiplex Construction Europe Limited

For the year ended 31 December 2023

### 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 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*

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, including fluctuations in material and other input prices, through robust and regular financial sub-contractor due diligence as well as continued efforts to diversify our supply chain.

#### *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 client acceptance to project feasibility to initial tendering through to practical completion. All tenders undergo tender settlement meetings 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.

#### *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 their parent company guarantees and bonds.

Approved by the board of Directors and authorised for issue on 15 March 2024 and signed on its behalf by:



Callum Tuckett  
Director



Jaldeep Thatal  
Director

15 March 2024

# Directors' report

## Multiplex Construction Europe Limited

For the year ended 31 December 2023

The Directors present their report and the audited financial statements for the year ended 31 December 2023.

### 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 20. The Directors declared no dividend during the year (2022: £nil). No dividends have been proposed after the reporting date.

### Events after the reporting period

For events after the reporting period refer to Note 21 on page 35.

### 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; and
- The forecasts for the business for the upcoming periods.

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. The Company has prepared a 5-year forecast and going forward all of the Company's margin for 2024 is secured with a strong pipeline of future projects. Should it be required, the Company is able to call upon the loan outlined in note 18 with the parent company Multiplex Europe Limited. Therefore, 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 Company continues to assess itself as a going concern.

### Directors

The Directors who served throughout the year, and to the date of this report, except where noted were:

Thomas Marke  
Andrew Ridley-Barker  
Jaideep Thatai  
Callum Tuckett

### Indemnification and insurance of Directors and officers

Under deeds of access and indemnity, Brookfield Business Partners Ltd, the Company's indirect parent company has agreed to indemnify certain Directors (to the extent permitted by law) against liabilities incurred as a Director or officer of the Company and reasonable legal costs incurred in defending an action for a liability as a Director or officer. This obligation is satisfied by the Company relying upon Brookfield Corporation's (the ultimate parent of the Company) global Directors' and officers' insurance policy, for which it pays a portion of the premium.

### 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 they 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.

The auditors, Deloitte LLP, are deemed to be reappointed under s487 of the Companies Act 2006.



# Directors' report

## Multiplex Construction Europe Limited

For the year ended 31 December 2023

### 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*

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.

#### *Streamlined Energy and Carbon Reporting (SECR)*

The Director's disclosure relating to the Streamlined Energy and Carbon Reporting (SECR) requirements are disclosed in the 'Section 172(1) statement' section, under the heading 'Energy and carbon reporting' of the strategic report on pages 9 and 10.

#### *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 10.

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

The financial risk management objectives and policies are disclosed in the 'Principal risks and uncertainties' section of the strategic report on page 12.

#### *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 page 12.

Approved by the board of Directors and authorised for issue on 15 March 2024 and signed on its behalf by:



**Callum Tuckett**  
Director



**Jaideep Thatai**  
Director

15 March 2024



## Statement of Directors' responsibilities

### Multiplex Construction Europe Limited

For the year ended 31 December 2023

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. Legislation in the United Kingdom governing the preparation and dissemination of financial statements may differ from legislation in other jurisdictions.

# 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 2023 and of its profit 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 Multiplex Construction Europe Limited Annual Report and Financial Statements for the year ended 31 December 2023 which comprise:

- the Statement of profit or loss;
- the Statement of financial position;
- the statement of changes in equity;
- material accounting policy information; and
- the related notes 1 to 22.

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

In auditing the financial statements, we have concluded that the directors' use of the going concern basis of accounting in the preparation of the financial statements is appropriate.

Based on the work we have performed, we have not identified any material uncertainties relating to events or conditions that, individually or collectively, may cast significant doubt on the company's ability to continue as a going concern for a period of at least twelve months from when the financial statements are authorised for issue.

Our responsibilities and the responsibilities of the directors with respect to going concern are described in the relevant sections of this report.

### Other information

The other information comprises the information included in the annual report, other than the financial statements and our auditor's report thereon. The directors are responsible for the other information contained within the annual report. 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.

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 course of 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 this gives rise to a material misstatement in the financial statements themselves. 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 this regard.

### 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



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

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.

## **Extent to which the audit was considered capable of detecting irregularities, including fraud**

Irregularities, including fraud, are instances of non-compliance with laws and regulations. We design procedures in line with our responsibilities, outlined above, to detect material misstatements in respect of irregularities, including fraud. The extent to which our procedures are capable of detecting irregularities, including fraud is detailed below.

We considered the nature of the company's industry and its control environment, and reviewed the company's documentation of their policies and procedures relating to fraud and compliance with laws and regulations. We also enquired of management and internal audit and the directors about their own identification and assessment of the risks of irregularities, including those that are specific to the company's business sector.

We obtained an understanding of the legal and regulatory frameworks that the company operates in, and identified the key laws and regulations that:

- had a direct effect on the determination of material amounts and disclosures in the financial statements. These included UK Companies Act and tax legislation; and
- do not have a direct effect on the financial statements but compliance with which may be fundamental to the company's ability to operate or to avoid a material penalty.

We discussed among the audit engagement team including relevant industry specialists regarding the opportunities and incentives that may exist within the organisation for fraud and how and where fraud might occur in the financial statements.

As a result of performing the above, we identified the greatest potential for fraud in the estimation of exposure to liquidated damages, and our procedures performed to address it are described below:

- performed site visits with a real estate specialist, attended monthly project update meetings and engaged directly with project teams to gain insight and understanding into the project, the progress in the build and to identify key issues on the project; and
- challenged management's assumptions and obtained audit evidence around exposure to liquidated damages to assess whether exposure was appropriately recognised.

In common with all audits under ISAs (UK), we are also required to perform specific procedures to respond to the risk of management override. In addressing the risk of fraud through management override of controls, we tested the appropriateness of journal entries and other adjustments; assessed whether the judgements made in making accounting estimates are indicative of a potential bias; and evaluated the business rationale of any significant transactions that are unusual or outside the normal course of business.

In addition to the above, our procedures to respond to the risks identified included the following:

- reviewing financial statement disclosures by testing to supporting documentation to assess compliance with provisions of relevant laws and regulations described as having a direct effect on the financial statements;
- performing analytical procedures to identify any unusual or unexpected relationships that may indicate risks of material misstatement due to fraud;
- enquiring of management, internal audit and in-house and external legal counsel concerning actual and potential litigation and claims, and instances of non-compliance with laws and regulations; and
- reading minutes of meetings of those charged with governance.

## **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 strategic report and the directors' report for the financial year for which the financial statements are prepared is consistent with the financial statements; and
- the strategic report and the directors' report have 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 strategic report or the directors' report.

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

## **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.

## **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.



**Stephen Craig, FCA (Senior statutory auditor)**

For and on behalf of Deloitte LLP

Statutory Auditor

London, UK

15 March 2024



# Statement of financial position

## Multiplex Construction Europe Limited

As at 31 December

GBP Thousands	Note		2023		(* Restated) 2022
<b>Assets</b>					
Cash, restricted cash and cash equivalents	5	£	36,829	£	67,078
Trade and other receivables	6		158,752		132,736
Amounts due from customers for contract work	7		15,841		20,709
Related party receivables	18		75,342		88,097
Property, plant and equipment	8		5,460		6,782
Intangible assets	9		840		994
Deferred tax asset	10		43,435		42,858
<b>Total assets</b>			<b>336,499</b>		<b>359,254</b>
<b>Liabilities</b>					
Trade and other payables	11	£	163,037	£	186,486
Lease liabilities	12		3,834		4,848
Amounts due to customers for contract work	7		126,595		187,542
Current tax liability			1,298		1,478
Related party payables	18		15,768		6,784
Provisions	13		39,456		8,779
<b>Total liabilities</b>			<b>349,988</b>		<b>395,917</b>
<b>Net liabilities</b>			<b>(13,489)</b>		<b>(36,663)</b>
<b>Equity</b>					
Equity	14		(13,489)		(36,663)
<b>Total equity</b>		£	<b>(13,489)</b>	£	<b>(36,663)</b>

The statement of financial position should be read in conjunction with the notes to the financial statements.

The financial statements of Multiplex Construction Europe Limited, registered number 03808946, were approved by the Board of Directors and authorised for issue on 15 March 2024 and were signed on its behalf by:



**Callum Tuckett**  
Director



**Jaideep Thatai**  
Director

15 March 2024

\*Presentation restated due to voluntary change in method. Refer to Note 3a for further details.

## Statement of profit or loss

### Multiplex Construction Europe Limited

For the year ended 31 December

GBP Thousands	Note	2023	2022
Revenue		£ 675,402	£ 561,928
Cost of operations		(619,436)	(527,827)
Gross profit		55,966	34,101
Interest income		683	494
Finance costs		(175)	(312)
Administrative expenses		(18,575)	(17,710)
Depreciation and amortisation	8/9	(6,851)	(5,507)
Profit before income tax	15	31,048	11,066
Income tax (expense) / benefit	19	(7,874)	6,918
Profit after tax		£ 23,174	£ 17,984

The statement of profit or loss should be read in conjunction with the notes to the financial statements.

All activities relate to continuing operations. There were no items of other comprehensive income and consequently no statement of other comprehensive income is presented.

## Statement of changes in equity

### Multiplex Construction Europe Limited

For the year ended 31 December 2023

GBP Thousands	Note	Share capital	Accumulated losses	Total equity
As at 1 January 2023	14	£ 111,839	£ (148,502)	£ (36,663)
Profit for the year		-	23,174	23,174
As at 31 December 2023	14	£ 111,839	£ (125,328)	£ (13,489)

For the year ended 31 December 2022

GBP Thousands	Note	Share capital	Accumulated losses	Total equity
As at 1 January 2022		£ 111,839	£ (166,486)	£ (54,647)
Profit for the year		-	17,984	17,984
As at 31 December 2022	14	£ 111,839	£ (148,502)	£ (36,663)

The statement of changes in equity should be read in conjunction with the notes to the financial statements.

# Notes to the financial statements

## Multiplex Construction Europe Limited

### 1. General information

Multiplex Construction Europe Limited ("the Company") carries on business principally as a construction company. 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 can be referenced in the 'Directory' on page 3.

### 2. Adoption of new and revised standards

At the date of authorisation of these financial statements, the Group has not applied the following new and revised IFRSs that have been issued by the IASB but are not yet effective and/or in some cases had not yet been adopted by the UK:

Standard	Description	Effective date
Amendments to IFRS 16	Lease liability in a sale and leaseback	1 January 2024
Amendments to IAS 7 and IFRS 7	Supplier Finance Arrangements	1 January 2024
Amendments to IAS 1	Non-current Liabilities with Covenants	1 January 2024
Amendments to IAS 21	Lack of Exchangeability	1 January 2025

The Directors do not expect that the adoption of the Standards listed above will have a material impact on the financial statements of the Group in future periods unless otherwise indicated.

*Impact of the initial application of new and amended IFRS Standards that are effective for the current year*

In the current year, the Directors of the Group do not expect that the impact of new and amended standards will have a material impact on the disclosures or on the amounts reported in these financial statements.

### 3. Significant accounting policies

#### a. Basis of preparation

The Company has adopted the liquidity basis of preparation in presenting its Statement of Financial Position, under which assets and liabilities are presented in order of their liquidity.

The Company continues to disclose the amounts expected to be recovered or settled not more than (current), and more than (non-current), twelve months from the reporting date for each asset and liability line item that combines amounts expected to be recovered or settled in those periods. The information is given in the note for each relevant line item.

The adoption of the liquidity method is a voluntary change from the prior year and has led to the restatement of the Statement of Financial Position. This change is to provide users of the financial statements with a more useful reflection of the Company's underlying position and financial arrangements and to align with the presentation of the ultimate parent entity.

#### b. Basis of accounting

These financial statements were prepared in accordance with Financial Reporting Standard 101 Reduced Disclosure Framework. The Company has taken advantage of the disclosure exemptions available under that standard in relation to:

- 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; and
- The requirements of paragraphs 130(f)(ii), 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.



# Notes to the financial statements

## Multiplex Construction Europe Limited

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.

### c. 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 and available within the Company;
- The amount and quality of orders in hand;
- The principal risks and uncertainties described in the Strategic report; and
- The forecasts for the business for the upcoming periods.

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. The Company has prepared a 5-year forecast and going forward all of the Company's margin for 2024 is secured with a strong pipeline of future projects. Should it be required, the Company is able to call upon the loan outlined in note 18 with the parent company Multiplex Europe Limited. Therefore, 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 Company continues to assess itself as a going concern.

### d. Revenue recognition and construction contracts

Multiplex is a contractor with a focus on large-scale, complex building projects. Generally, all of the Company's contracts are long-term construction contracts and the performance obligation is deemed to be satisfied over time. Revenue is recognised when it is highly probable that economic benefits will flow to the Company, when that revenue can be reliably measured and collection is assured. Where amounts do not meet these criteria, they are deferred and recognised in the year in which the criteria are met.

Revenue is recognised over time as the Company's performance obligations are satisfied and the control of the service is transferred to our customers. Once the final outcome of a construction contract can be estimated reliably, revenue and expenses are recognised in the statement of profit or loss in proportion to the stage of completion of the performance obligation using a modified profit recognition which reflects how the entity's efforts are expended throughout the performance cycle. The transaction price allocated to each project is the agreed contract value with our customers, adjusted for contract modifications, including variations and claims.

Management has chosen to adopt a modified 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 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.

Management will review the modified percentage of completion every six years. No review was required during the 2023 period. The next review will be in 2024.

Typically, a construction contract will contain a single performance obligation, as the outcome of the contract is normally an integrated, completed product with inter-related goods and services. Where a number of contracts are issued for a single project these will be combined if there is a single commercial objective, if consideration is dependent on other contracts which are capable of being distinct or if the customer could benefit from goods or services together or separately.

Project profitability is a key source of estimation uncertainty that Multiplex manages. Contract 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. Where the outcome of a contract cannot be reliably determined, contract costs are expensed as incurred. Where it is highly probable that the costs will be recovered, revenue is recognised to the extent of costs incurred. Where it is probable that a loss will arise from a construction contract, this is considered an onerous contract and the excess of total costs over revenue is recognised immediately in net profit.

For variable consideration, revenue 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. For contract modifications, revenue is recognised when the change in scope is approved by the customer. Approval can

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# Notes to the financial statements

## Multiplex Construction Europe Limited

be in writing, by oral agreement or implied by customary business practices. When the change is approved but the price is not agreed or is not fixed then the revenue is treated as variable consideration as described above.

Variations and claims will normally form part of the existing performance obligation as they are typically highly inter-related. Claims against third parties are only recognised when the realisation of income is virtually certain. When it is probable that an inflow of economic benefits will occur, a contingent asset is disclosed, but not recognised. Unapproved variations from subcontractors are recognised where it is probable that the Company will be liable to incur the costs.

Input costs reflect the progress of the construction contract and are recognised on a commitment basis for trade costs, and a forecasted basis for other costs. Material advanced payments do not reflect progress against a performance obligation and are excluded from the percentage complete calculation and accounted for as a prepayment on the statement of financial position. Contract costs include costs that relate directly to the contract, indirect costs that are allocated to the contract on a reasonable basis, and other costs that are specifically chargeable to a customer in accordance with the terms of a contract.

Progress billings not yet paid by customers and retentions are included within 'trade receivables' as shown in Note 6. The Company presents as a liability detailed in Note 7, 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). Where costs incurred plus recognised profits (less recognised losses) on a project exceed progress billings this gives way to an asset as detailed in note 7.

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.

### e. 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 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 statement of financial position 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 statement of profit or loss, except when it relates to items charged or credited in other comprehensive income, in which case the deferred tax is also dealt within 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.

### f. 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 statement of profit or loss 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:

Asset class	Useful lives (years)
Furniture, fittings and equipment	3 – 6
Leasehold improvements	Period of lease
Right-of-use assets	Period of lease



## Notes to the financial statements

### Multiplex Construction Europe Limited

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 statement of profit or loss. 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.

#### g. Intangible assets

*Intangible assets acquired separately – indefinite and finite useful life*

Intangible assets acquired separately are recorded at cost less accumulated amortisation and impairment. Amortisation is charged on a straight-line basis over their estimated useful lives, once the asset is ready and available for use.

As at 31 December 2023, software assets are in use and are amortised over their useful life of three years.

#### h. 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 which ranges between 2.42% and 7.34%.

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.

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; and
- 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 re-measured 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. 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 statement of financial position.



# Notes to the financial statements

## Multiplex Construction Europe Limited

### i. Cash and cash equivalents

Cash and cash equivalents includes cash balances; and deposits on call with financial institutions and other highly liquid investments, with less than three months to maturity, which are readily convertible to cash on hand and are subject to an insignificant risk of changes in value.

### j. Trade payables and receivables

Trade payables and receivables are recognised initially at fair value and subsequently measured at amortised cost using the effective interest method. The Company does not utilise any reverse factoring on its trade payables.

An impairment charge is established and offset against trade receivables 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 and any other collateral. Impairments are recognised in the statement of profit or loss in the period they are realised.

Multiplex recognises a loss allowance for expected credit losses (ECL) on contract related receivables and trade receivables. The amount of expected credit losses is updated at each reporting date to reflect changes in credit risk since initial recognition of the above financial instruments.

Multiplex recognises lifetime expected credit losses for contract related receivables and trade receivables. The expected credit losses on these financial assets are estimated using a provision matrix based on Multiplex's historical credit loss experience, adjusted for factors that are specific to certain clients/debtors and an assessment of both the economic conditions that exist at the balance sheet date and forecasts of conditions that may exist over the life of the assets.

ECLs reflect time value of money where appropriate although the impact of discounting for contract assets and trade receivables is immaterial.

#### Credit impaired financial assets and write off policy

A financial asset may become credit-impaired following a significant increase in credit risk. The loss allowance on such assets is measured based on lifetime ECLs, but once credit impaired any interest income is by applying the effective interest rate to the carrying amount after the deduction of the loss allowance. A financial asset becomes credit impaired when one or more events that have a detrimental impact on the estimated future cash flows of that financial asset have occurred. Evidence that a financial asset is credit-impaired includes observable data about the events including the significant financial difficulty of the issuer or the borrower; or it is becoming probable that the borrower will enter bankruptcy or other financial reorganisation.

Multiplex writes off a financial asset when there is no realistic prospect of recovery even where the receivable remains subject to enforcement activities under Multiplex's recovery procedures, taking into account legal advice where appropriate. Any recoveries made subsequent to write off are recognised in profit or loss as a separate line item.

#### Measurement and recognition of expected credit losses

The measurement of expected credit losses is a function of the probability of default, loss given default (i.e., the magnitude of the loss if there is a default) and the exposure at default (i.e., the amount outstanding at the date of default). In applying the provision matrix approach the Company determines the expected cash receipts using historical default information as a basis for estimating the combined probability of default and loss given default, adjusting historical loss experience to reflect conditions in place at the balance sheet date and conditions that may exist over the life of the assets. Exposure at default is typically represented by the assets' gross carrying amounts at the reporting date.

The expected credit loss is estimated as the difference between expected cash receipts determined above and all contractual cash flows that are due to Multiplex in accordance with the contract.

### k. Provisions, contingent liabilities and contingent assets

Provisions, contingent liabilities and contingent assets 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.

Claim recoveries against other third parties are booked when:

- negotiations have reached an advanced stage such that it is virtually certain that the claim will be accepted;
- the amount can be measured reliably.

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.

### l. 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 secured. 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 statement of profit or loss immediately. When a contract is won, the total deferred expenditure is accounted for in accordance with the accounting treatment for construction contracts.



# Notes to the financial statements

## Multiplex Construction Europe Limited

### m. 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.

#### *Short-term incentive plans*

The Company recognises a liability and expense for bonuses where contractually obliged or where there is a past practice that has created a constructive obligation.

### 4. Key accounting judgements and estimates

The preparation of the financial statements in conformity with FRS 101 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. The judgements and estimates disclosed here are not significant judgements or estimates in themselves but are disclosed to provide further information that is useful for the users of the financial statements.

#### *Judgement and estimate – recognition of revenue and estimation of costs*

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.

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 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.

Management will review the modified percentage of completion every six years; no review was required during the 2023 period.

Multiplex 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 and variable consideration; these are recognised only when it is highly probable that a significant reversal in the amount of revenue recognised will not occur when the uncertainty associated is subsequently resolved.

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.

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. Due to uncertainty, several variables and timing, it is impracticable to provide sensitivity analysis of the aggregated judgements applied across our project portfolio.

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.

#### *Judgement – recognition of deferred tax asset*

Management uses its judgement to estimate the amount of tax losses that will be utilised in the future, and books a deferred tax asset in line with this (see note 10).

#### *Judgement and estimate – recognition of provisions and recoveries*

Management uses its judgement, experience and knowledge of the industry to determine whether provisions are required and whether the threshold for recoveries to be recognised has been met. In recognising any recoverable amounts, where the matters are in dispute, the test of probability is normally supported in the form of a legal opinion and/or independent expert's opinion.

The value of provisions and recoveries also requires a management estimate and takes into account all available information at the date of recognition.

### 5. Cash, restricted cash and cash equivalents

As at 31 December

GBP Thousands	2023		2022	
Cash and cash equivalents	£	36,829	£	37,078
Restricted cash		-		30,000
Total cash, restricted cash and cash equivalents	£	36,829	£	67,078

# Notes to the financial statements

## Multiplex Construction Europe Limited

### 6. Trade and other receivables

As at 31 December

GBP Thousands	2023	2022
Prepayments and accrued income	47,140	34,279
Retentions receivable	65,890	75,437
Trade receivables	21,151	21,450
Other receivables	24,571	1,570
Total trade and other receivables	£ 158,752	£ 132,736

As at 31 December

GBP Thousands		
<i>The current and non-current balances of trade and other receivables are as follows:</i>		
Current	94,229	86,853
Non-current	64,523	45,883
Total trade and other receivables	£ 158,752	£ 132,736

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. 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.

As at 31 December

GBP Thousands	2023	2022
Performing trade receivables	£ 18,976	£ 19,938
<i>Ageing of past due but not impaired receivables</i>		
1-30 days	2,175	1,429
31-60 days	-	-
61-90 days	-	-
91-120 days	-	-
121+ days	-	83
Total trade receivables	£ 21,151	£ 21,450

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



# Notes to the financial statements

## Multiplex Construction Europe Limited

### 7. Construction contracts in progress

GBP Thousands		2023	2022
Contract costs incurred to date	£	4,815,022	£ 6,619,589
Profit recognised to date (less recognised losses)		40,552	(21,835)
Less: Progress billings		(4,966,328)	(6,764,587)
Contract work in progress		(110,754)	(166,833)
Comprising:			
Amounts due from customers - work in progress (current)	£	15,841	£ 20,709
Amounts due to customers - creditors (current)		(122,574)	(161,648)
Amounts due to customers - creditors (non-current)		(4,021)	(25,894)
Net work in progress	£	(110,754)	£ (166,833)

At 31 December 2023, client advances within amounts due to customers for contract work amounted to £24.3m (2022: £38.8m), of which £nil (2022: £20.1m) is due for settlement after more than 12 months.

Revenue recognised in 2023 relating to contract liability balances at the beginning of the year amounts to £161.6m (2022: £143.5m). Revenue recognised from performance obligations satisfied in previous years is not material in 2023 and 2022.

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.

All significant changes to the contract asset and contract liability balances during the reporting period 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 to the financial statements

## Multiplex Construction Europe Limited

### 8. Property, plant and equipment

As at 31 December		Right of use assets					
GBP Thousands		Leasehold improvements	Furniture, fittings & equipment	Land and Buildings	Computer equipment	Construction equipment	Total
Cost as at 1 January 2023	£	1,424	1,991	6,495	-	9,127	19,037
Additions		-	1,083	877	500	2,817	5,277
Disposals		(1,368)	(209)	(1,116)	-	(3,959)	(6,652)
Cost as at 31 December 2023		56	2,885	6,256	500	7,985	17,662
Depreciation as at 1 January 2023		(1,159)	(762)	(2,476)	-	(7,858)	(12,255)
Depreciation charge for the year		(243)	(812)	(2,739)	(97)	(2,708)	(6,599)
Disposals		1,368	209	1,116	-	3,959	6,652
Accumulated depreciation as at 31 December 2023		(34)	(1,365)	(4,099)	(97)	(6,607)	(12,202)
Net book value as at 31 December 2023	£	22	1,500	2,157	403	1,378	5,460
Cost as at 1 January 2022	£	1,424	1,251	6,173	-	10,622	19,470
Additions		-	837	987	-	2,497	4,321
Disposals		-	(97)	(665)	-	(3,992)	(4,754)
Cost as at 31 December 2022		1,424	1,991	6,495	-	9,127	19,037
Depreciation as at 1 January 2022		(876)	(332)	(1,307)	-	(8,987)	(11,502)
Depreciation charge for the year		(283)	(527)	(1,834)	-	(2,863)	(5,507)
Disposals		-	97	665	-	3,992	4,754
Accumulated depreciation as at 31 December 2022		(1,159)	(762)	(2,476)	-	(7,858)	(12,255)
Net book value as at 31 December 2022	£	265	1,229	4,019	-	1,269	6,782



# Notes to the financial statements

## Multiplex Construction Europe Limited

### 9. Intangible assets

As at 31 December 2023 and 31 December 2022

GBP Thousands	Other intangible assets		Total
Cost as at 1 January 2023	£	994	£ 994
Additions		98	98
Disposals		-	-
Cost as at 31 December 2023		1,092	1,092
Amortisation as at 1 January 2023		-	-
Amortisation charge for the year		(252)	(252)
Disposals		-	-
Accumulated amortisation as at 31 December 2023		(252)	(252)
Net book value as at 31 December 2023	£	840	£ 840
Cost as at 1 January 2022	£	337	£ 337
Additions		657	657
Disposals		-	-
Cost as at 31 December 2022		994	994
Amortisation as at 1 January 2022		-	-
Amortisation charge for the year		-	-
Disposals		-	-
Accumulated amortisation as at 31 December 2022		-	-
Net book value as at 31 December 2022	£	994	£ 994

### 10. Deferred tax assets and liabilities

As at 31 December

GBP Thousands	2023	2022
<i>Deferred tax asset comprises temporary differences attributable to:</i>		
Net operating losses	43,205	41,103
Accelerated capital allowances	72	-
Other timing differences	158	1,755
Total recognised deferred tax assets and liabilities	£ 43,435	£ 42,858
<i>As at 31 December</i>		
GBP Thousands	2023	2022
<i>Movements</i>		
Opening balance	42,858	34,853
Net impact to profit or loss	(5,530)	8,005
Utilisation of group losses	6,107	-
Closing deferred tax asset	£ 43,435	£ 42,858

The deferred tax asset related to historic operating losses is available for offset against future profits. Management have based their utilisation assessment on the latest budget approved by the Directors which reflects expected trading performance due to the major project wins and pipeline discussed in the business review. At the reporting date, the Company has an unrecognised deferred tax asset in respect of historic operating losses of £nil (2022: £nil).

# Notes to the financial statements

## Multiplex Construction Europe Limited

### 11. Trade and other payables

As at 31 December

GBP Thousands	2023	2022
Current		
Accruals and deferred income	£ 89,260	106,695
Trade payables	53,545	51,767
Other taxation and social security	3,089	2,809
Other payables	17,143	25,215
Total trade and other payables	163,037	186,486

As at 31 December

GBP Thousands		
The current and non-current balances of trade and other payables are as follows:		
Current	145,476	165,144
Non-current	17,561	21,342
Total trade and other payables	£ 163,037	£ 186,486

As at 31 December 2023, contributions of £0.6m (2022: £0.5m) due in respect of the current reporting period had not been paid over to pension schemes and are included in other payables.

### 12. Lease liabilities

GBP Thousands	2023	2022
Payable within 1 year	£ 3,331	£ 3,151
Payable within 2-5 years	700	1,697
Payable in 5+ years	-	-
Total lease liabilities	£ 4,031	£ 4,848
Less: future finance charges	(197)	-
Present value of lease liabilities	£ 3,834	£ 4,848

GBP Thousands	2023	2022
The current and non-current balances of lease liabilities are as follows:		
Current lease liabilities	£ 3,254	£ 3,151
Non-current lease liabilities	580	1,697
Total lease liabilities	£ 3,834	£ 4,848

The amounts recognised in relation to leases in the statement of profit or loss are:

For the year ended 31 December

GBP Thousands	2023	2022
Interest on lease liabilities	175	312
Expenses relating to short term leases	261	-

The Company leases land and buildings and construction equipment. As at the end of 2023 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 £5.3m in 2023 (2022: £4.9m), all other movements relate to standard additions and disposals with no cash impact.

# Notes to the financial statements

## Multiplex Construction Europe Limited

### 13. Provisions

As at 31 December

GBP Thousands		2023		2022
Construction provisions	£	37,825		7,126
Other provisions		1,631		1,653
Total provisions	£	39,456	£	8,779

As at 31 December

GBP Thousands		2023		2022
<i>The current and non-current balances of provisions are as follows:</i>				
Current		10,611		2,523
Non-current		28,845		6,256
Total provisions		39,456		8,779

*Movement in provisions*

As at 31 December

GBP Thousands		2023		2022
<b>Defects provisions</b>				
Opening balance	£	7,126	£	5,928
Additional provisions for the year		32,620		5,366
Utilisation of provision		(1,921)		(4,168)
Closing balance at end of the period	£	37,825	£	7,126
<b>Other provisions</b>				
Opening balance	£	1,653	£	2,001
Additional provisions for the year		1,473		1,000
Utilisation of provision		(1,495)		(1,348)
Closing balance at end of the period		1,631		1,653
<b>Total provisions at end of the period</b>	£	39,456	£	8,779

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 20.

### 14. Equity

As at 31 December

GBP Thousands		2023		2022
Share capital	£	111,839	£	111,839
Accumulated losses		(125,328)		(148,502)
Total common equity	£	(13,489)	£	(36,663)

Share capital consists of 111,838,826 authorised, issued and fully paid ordinary shares (2022: 111,838,826) all with a nominal value of £1. The Company has no other types of issued shares.

The accumulated loss reserve reflects the cumulative losses resulting from the Company performance.

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.

### 15. Profit before tax

For the year ended 31 December

GBP Thousands		2023		2022
<i>Net loss before tax is stated after charging:</i>				
<i>Fees payable to the auditor and their associates in respect of:</i>				
- Audit of these financial statements	£	121	£	105
- Audit of UK group reporting to parent company		274		239
Depreciation and amortisation charge for the year		6,851		5,507
Foreign exchange losses		-		50

# Notes to the financial statements

## Multiplex Construction Europe Limited

### 16. Directors' remuneration

The remuneration of the Directors, who are the key management personnel of the Company, is set out below:

Directors' remuneration:  
For the year ended 31 December

GBP Thousands		2023		2022
Directors' emoluments	£	1,424	£	1,358
Pension contributions to money purchase pension schemes		31		22
Total Directors' remuneration	£	1,455	£	1,380

The compensation of the highest paid Director in the Company was £624,672 (2022: £570,674), including contributions to money purchase pension schemes of £5,844 (2022: £2,750).

The number of Directors to whom pension contributions apply: 4 (2022: 4).

### 17. Staff numbers and costs

The average number of persons employed by the Company (including UK Directors) during the year was 625 (2022: 652). 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:

For the year ended 31 December

GBP Thousands		2023		2022
Wages and salaries	£	65,932	£	62,987
Social security costs		8,208		7,643
Employer's pension contributions		4,747		4,429
Total staff costs	£	78,887	£	75,059

### 18. Related party transactions and balances

Included in the related party receivable balance in the statement of financial position is a loan to Multiplex Europe Limited of £49.2m (2022: £68.9m) which is callable on demand, however is not expected to be settled within 12 months of the reporting period. This loan is not interest bearing.

All remaining balances are trading balances as a result of the ordinary course of business and are settled on normal commercial terms. No provisions have been made for doubtful debts in respect of the amounts owed.

Included within the statement of financial position are balances with entities within the immediate consolidated group.

Transactions and balances between the Company and its related parties outside of its immediate group are disclosed below.

Net income / (expense)  
For the year ended 31 December

GBP Thousands		2023		2022
1 Leadenhall Limited Partnership	Commonality of shareholders	£ 8,988	£	6,916
Principal Place Residential Limited	Commonality of shareholders	(20)		11
Principal Place Commercial Sarr	Commonality of shareholders			6

Trade and other receivables / (payables)  
As at 31 December

GBP Thousands		2023		2022
1 Leadenhall Limited Partnership	Commonality of shareholders	£ 936	£	488
Brookfield Office Properties	Commonality of shareholders	(1,133)		(2,602)



# Notes to the financial statements

## Multiplex Construction Europe Limited

### 19. Taxation

Recognised in the statement of profit or loss  
For the year ended 31 December

GBP Thousands	2023	2022
<b>Current tax expense</b>		
Current year	£ (3,797)	£ (2,603)
Amount payable in respect of group relief in current year	-	2,027
Adjustment in respect of current income tax of prior years	1,453	(511)
<b>Total current year expense</b>	<b>£ (2,344)</b>	<b>£ (1,087)</b>
<b>Deferred tax (expense) / benefit</b>		
Origination and reversal of temporary differences	£ (109)	£ 71
Origination and reversal of tax losses	(4,972)	(2,027)
Adjustments in respect of changes in tax rates	(419)	-
Adjustment in respect of deferred income tax of prior years	(30)	9,961
<b>Total deferred tax (expense) / benefit</b>	<b>£ (5,530)</b>	<b>£ 8,005</b>
<b>Total tax (expense) / benefit in the statement of profit or loss</b>	<b>£ (7,874)</b>	<b>£ 6,918</b>

Reconciliation of effective tax rate  
For the year ended 31 December

GBP Thousands	2023	2022
Profit before tax	£ 31,048	£ 11,066
Tax using the UK corporation tax rate of 23.5% (2022: 19%)	(7,296)	(2,103)
<b>Tax effect of amounts which are not deductible in calculating taxable income:</b>		
Imputed interest income	29	(336)
Adjustment in respect of current income tax of prior years	1,453	(511)
Adjustment in respect of deferred income tax of prior years	(30)	9,961
Deferred tax rate changes	(419)	-
Group relief for nil consideration	(1,669)	-
Super-deduction on capital allowances	24	-
Other	34	(93)
<b>Total tax (expense) / benefit in the statement of profit or loss</b>	<b>£ (7,874)</b>	<b>£ 6,918</b>

As a result of the March 2021 Spring Budget that was substantively enacted on 24 May 2021 the UK corporate tax rate rose from 19% to 25%, from 1 April 2023. Corporation tax for the year ended 31 December 2023 is calculated at a blended rate of 23.5% (2022: 19%) of the profit for the period.

The closing deferred tax asset as at 31 December 2023 has been calculated at 25%, reflecting the tax rate which was substantively enacted at the balance sheet date.

### 20. Contingent assets and liabilities

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:

- 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 the Company 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 2023 the Company utilised £160m of its available £290m bonding facilities (2022: £164m of its available £290m).
- 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 assets and 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.

### 21. Events subsequent to the reporting date

There have been no significant events or transactions that have arisen since the end of the financial year which in the opinion of the Directors would affect significantly the operations of the Company, the results of those operations or the state of affairs of the Company.

## Notes to the financial statements

### Multiplex Construction Europe Limited

#### **22. Ultimate parent undertaking and controlling party**

The immediate parent entity of the Company is Multiplex Europe Limited, a company incorporated in the UK. The ultimate parent and controlling party is Brookfield Corporation, a company incorporated in Canada.

The smallest group in which they are consolidated is that headed by Multiplex Europe Limited, registered at 99 Bishopsgate, 2nd Floor, London, EC2M 3XD, United Kingdom.

The largest group in which the results of the Company are consolidated is that headed by Brookfield Corporation, registered at Brookfield Place, Suite 300, 181 Bay Street, Toronto, ON M5J 2T3.

*The consolidated financial statements of both the smallest and largest groups are available to the public and may be obtained from the addresses noted above.*

**IN THE HIGH COURT OF JUSTICE**

**KING'S BENCH DIVISION**

**Before the Honourable Mrs Justice Collins Rice**

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



**QB-2020-002702**

**(1) MULTIPLEX CONSTRUCTION EUROPE LIMITED  
(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)  
(3) SAMPSON HOUSE LIMITED (INCORPORATED IN JERSEY)**

**Claimants**

**-and-**

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

**Defendants**

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**ORDER**

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**FURTHER TO** the Order of Ritchie J dated 22<sup>nd</sup> January 2024 providing, among other things, for injunctive relief in the Claimants' favour, expressed to be effective until Monday 20<sup>th</sup> January 2025 ('the Order of Ritchie J');

**UPON** the Claimants' application dated 20<sup>th</sup> December 2024 requesting, among other things, the extension of that period until 30<sup>th</sup> April 2026 ('the Claimants' application');

**AND UPON** that Application being placed before me as Interim Applications Judge on Friday 17<sup>th</sup> January 2025;

**AND UPON** considering the materials filed by the Claimants in support of their application;

**AND UPON** reading the judgment of Ritchie J in this matter handed down on 19<sup>th</sup> January 2024 (*Multiplex Construction Europe Limited & Ors v Persons Unknown* [2024] EWHC 239 (KB)) ('the Judgment of Ritchie J');

**WITHOUT A HEARING**

**NOW IT IS ORDERED AND DIRECTED:**

- 1. The Claimants must, no later than 3pm on Monday 20<sup>th</sup> January 2025, apply to the King's Bench Listing Office for their application to be listed to be heard by a High Court Judge as promptly as reasonably possible, with a time estimate of 2 hours.**
- 2. The Order of Ritchie J remains in effect until the hearing of the Claimants' application or further order of the Court.**

### **Observations**

There is considerable history to this matter. The first of a series of *interim* PU injunctions was made by Soole J in July 2020, and there has been a succession of extension orders made since then.

The most recent exercise of the Court's important supervisory functions in relation to *interim* PU injunctions of this nature was by Ritchie J a year ago, at an oral hearing. The Judgment of Ritchie J on that occasion is essential reading in connection with the present application, in particular what he says at [10] about the difference between interim injunctions of this nature and final injunctions, and the procedure for transitioning from one to another.

Real issues of concern must arise about the serial replication of *interim* orders over a period of years with no visible prospect of a final determination. I do not consider it appropriate for the Claimants to expect a further extension of 15 months to be determined on the papers. This Order makes provision for a hearing accordingly.

At that hearing, the Claimants should expect not only to be required to make the case for the necessity of injunctive relief, on its merits and by reference to evidence of how matters stand now; but also to explain why this comes to Court as a request



for more *interim* relief and how it is proposed the matter be brought to a litigation conclusion.

**17<sup>th</sup> January 2024.**

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

MR Justice Ritchie

B E T W E E N:

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

-and-



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

Defendants

---

ORDER FOR AN INJUNCTION

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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.

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

## RECITALS

BEFORE the Hon Mr Justice Ritchie sitting at the Royal Courts of Justice, the Strand, London on 19 January 2024.

UPON the Claimants' application dated 21 December 2023.

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

AND UPON THE COURT having regard to the Interim injunction Orders of Mr Justice Soole dated 31 July 2020; Mr Justice Bourne dated 26 January 2021; Mr Justice Stewart dated 4 March 2021; Mrs Justice Eady dated 6 May 2021; Mr Justice William Davis dated 20 July 2021; Master Dagnall dated 26 October 2021; HHJ Shanks (sitting as a High Court judge) dated 3 March 2022; and Mrs Justice Jefford dated 21 December 2023

AND UPON READING the witness statements listed in Schedule 1 to this Order.

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

NOW IT IS ORDERED THAT:

## THE INJUNCTION

- (1) Until 20 January 2025 or further order the Defendants must not enter and climb or remain and climb, without the Claimants' consent, upon any part of the Claimants' construction site at Blackfriars Road, London SE1 9UY ("The Bankside Yards Construction Site"). The outer perimeter of the Bankside Yards Construction Site is enclosed by hoardings, fences, gateways and the structures of railway arches and bridges and the Defendants must not enter and climb within that perimeter without the Claimants' consent. The general location of the perimeter is shown edged red on the plan at Schedule 3 to this Order ("the Plan"). For the avoidance of doubt, this order does apply to the areas of The Bankside Yards Construction Site which are under and within railway arches, but does not apply to the railway land which is immediately above those railway arches. The location of the railway arches, and the railway land, is shown hatched blue on the Plan.

## VARIATION OR DISCHARGE OF THIS ORDER

- (2) any party affected by this order may apply to vary or discharge this Order upon giving 48 hours' notice in writing to the Claimants' 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) to (7) below.
- (5) By 25 January 2024, the First Claimant shall post notice of the existence of this Order substantially in the form approved by the Court ("the Notice"):-
  - (i) at all main entrances to the Bankside Yards construction site;
  - (ii) at a minimum of 10 prominent locations around the perimeter of the Bankside Yards construction site.
- (6) The Notice referred to in paragraph (5) shall include a statement that copies of this Order and the witness statements of Stuart Sherbrooke Wortley dated 21 December 2023 and 18 January 2024 may all 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.
- (7) By 25 January 2024, downloadable digital copies of the documents referred to in the Notice shall be placed on the website with the URL specified in the Notice, and hard copies of the said documents shall be kept at the physical location specified in the Notice.
- (8) Pursuant to CPR 6.15, the steps identified in paragraphs (5) to (7) shall stand as good service of the Amended Claim Form, Amended 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.
- (9) Save as set out above, any further requirement for service of the Amended Claim Form, Amended Particulars of Claim, this Application and the evidence submitted to the Court in support of this Application are dispensed with in respect of any person who shall become a defendant to this Claim as aforesaid.
- (10) The requirement of any person to file any acknowledgment of service or defence in respect of this claim is dispensed with unless further directed by the Court.

#### COSTS

- (11) There shall be no order as to costs on the interim injunction application.

#### Discontinuance

- (12) If the Claimant wishes to discontinue the Claim point after the expiry of the interim injunction granted by this order, and provided that no party has been joined as a named defendant to the Claim, it may do so by filing a notice of discontinuance referring to this paragraph of this order.

#### COMMUNICATIONS WITH THE COURT

- (13) All communications to the Court about this Order should be sent to:
- King'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 Statements and other evidence 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".

Second Witness Statement of Stuart Sherbrooke Wortley dated 23 February 2022 together with the Exhibits marked "SSW1" - "SSW3".

Third Witness Statement of Stuart Sherbrooke Wortley dated 21 December 2023 together with the Exhibit marked "SSW4".

Fourth Witness Statement of Stuart Sherbrooke Wortley dated 18 January 2024

Section 10 of the application notices dated 25 January 2021, 2 March 2021, 4 May 2021, 19 July 2021, 18 August 2021, 23 February 2022 and 21 December 2023.

The Schedule of leasehold titles produced to the Court.

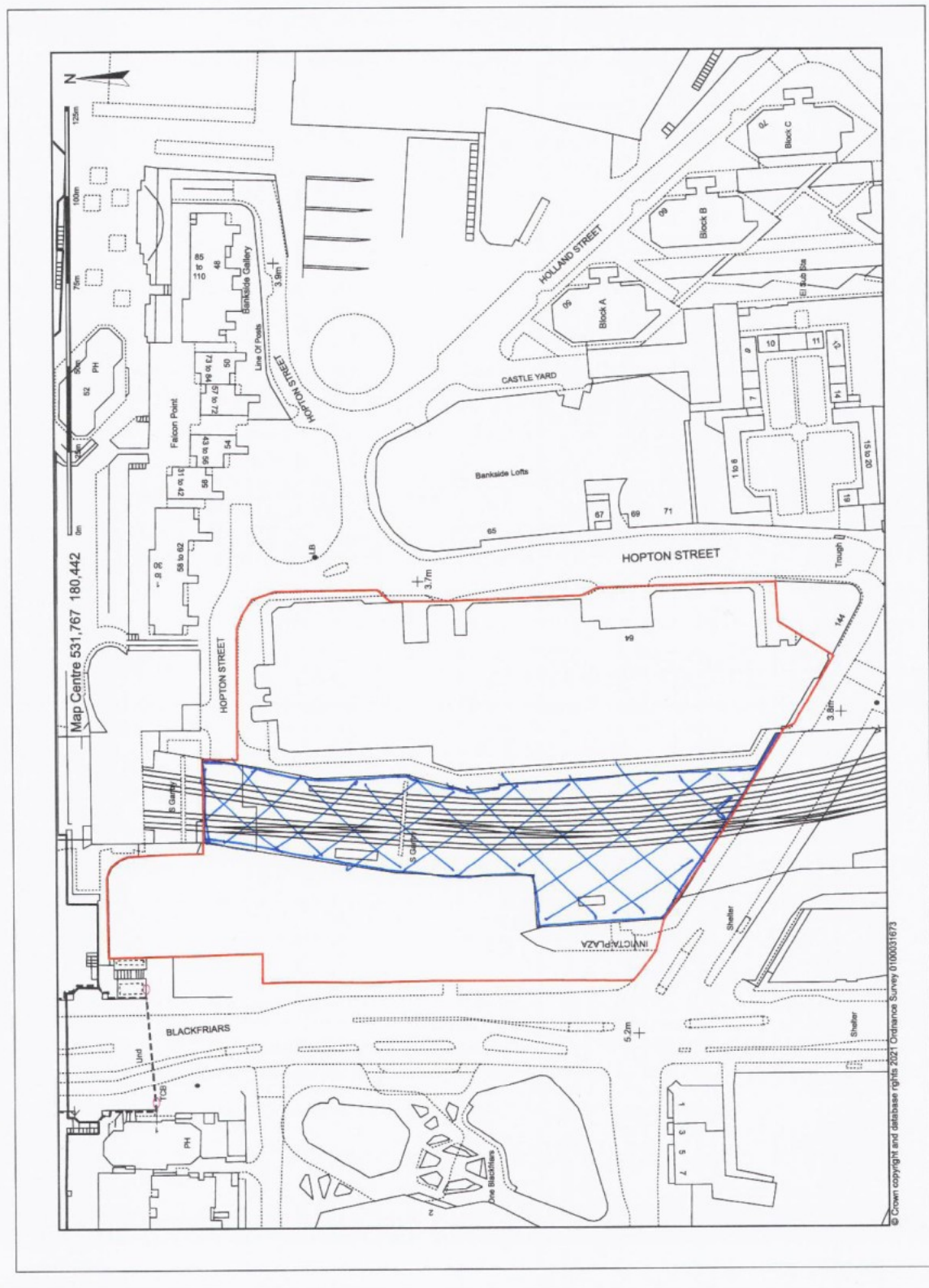
#### SCHEDULE 2

##### Undertaking given to the Court by the First Claimant



To pay any damages which the Defendants (or any other party served with or notified of this Order) shall sustain as a result of this injunction which the Court considers the First Claimant should pay.

SCHEDULE 3  
Plan



Witness: Emma Margaretha Florence Pinkerton  
No. of Witness Statement: Second  
Party: First, Second and Third  
Claimants  
20 January 2025

Claim No. QB-2020-002702

**(1) MULTIPLEX CONSTRUCTION EUROPE LIMITED**  
**(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)**  
**(3) SAMPSON HOUSE LIMITED (INCORPORATED IN JERSEY)**

**Claimants**

**and**

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

**Defendants**

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**WITNESS STATEMENT OF EMMA**  
**MARGARETHA FLORENCE PINKERTON**

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I, EMMA MARGARETHA FLORENCE PINKERTON of Cannon Place, 78 Cannon Street, London EC4N 6AF WILL SAY as follows:-

**1. INTRODUCTION**

- 1.1 I am a Partner at CMS Cameron McKenna Nabarro Olswang LLP (“**CMS**”) and I have conducted these proceedings on behalf of the Claimants.
- 1.2 Unless I state otherwise, the facts in this statement are within my knowledge and true. Where the facts are not within my knowledge they are true to the best of my knowledge and belief and I identify the source.
- 1.3 I make this statement in support of the application dated 20 January 2025 made in response to the Order of the Honourable Mrs Justice Collins Rice dated 17 January 2025 (the “**17 January 2025 Order**”). In that order, the Judge allowed the Claimants until 3pm on Monday 20 January 2025 to apply to the King’s Bench Listing Office for the application made on 20 December 2024 (the “**Application**”) to be listed to be heard by a High Court Judge as promptly as reasonably possible,

with a time estimate of 2 hours. In a section of the Order called “Observations”, she indicated that, at that hearing, the Claimants should expect not only to be required (a) to make the case for the necessity of injunctive relief, on its merits and by reference to evidence of how matters stand now; but also (b) to explain why this comes to Court as a request for more *interim* relief and how it is proposed the matter be brought to a litigation conclusion.

- 1.4 As to (a): this is addressed in the witness statement of Jamie Godden dated 20 December 2024. I do not understand her Ladyship’s observations to imply that the Court has taken a view that this evidence as unsatisfactory in relation to point (a), but I have asked the Claimants to double-check whether there is any further information that could usefully be brought to the Court’s attention on this aspect of the matter.
- 1.5 As to (b): my understanding of her Ladyship’s observations is that this is the fundamental matter that the Court requires to be addressed, in addition to the matters already covered by the evidence. I apologise to the Court that the evidence to date has not addressed these matters. No disrespect to the Court was, or is, intended. My clients and I had not interpreted Mr Justice Ritchie’s order as precluding a further grant of interim relief, as distinct from a further “interim” application, and my clients hoped that the matter could be dealt with on the papers, in the interests of saving costs. However, as Mrs Justice Collins Rice has pointed out by reference to paragraph 10 of Mr Justice Ritchie’s order, this is not one of those cases where the existing injunction was made at an “on notice” hearing which had been notified to any potential defendants using alternative means of service: his order was made after a “without notice” application, albeit giving liberty for “Persons Unknown” to apply to vary or discharge that order. No such application has been made by any Persons Unknown.
- 1.6 I refer to my first witness statement dated 20 December 2024 for the background to this matter.

## **2. NOTICE**

- 2.1 There are no named defendants and no way of identifying any particular individuals, groups or organisations. Accordingly, when preparing the Application I gave consideration to whether there was any detriment to the Defendants in making that without notice, as per each previous application made in these proceedings to date.
- 2.2 The result of that assessment was that I considered there would be no detriment in applying without notice and proceeded on that basis. However, I have now reconsidered the judgment of Mr Justice Ritchie with those concerns in mind. I seek to address them, below.
- 2.3 As a result, I would now invite the Court (1) to extend Mr Justice Ritchie’s Order, but only for a sufficient period (2) to allow the Claimants to apply for an order “on notice” and (3) to order that for this purpose the Claimants use the same means of notification as were approved by Mr Justice Ritchie for bringing his order to the attention of persons who might be affected by it, including the Defendants and other persons unknown.
- 2.4 I appreciate that the purpose of a witness statement is to give evidence of facts, not to make submissions, but I need to refer to my understanding of the law in order to explain in this statement why I ask for this relief.
- 2.5 As I understand the law as stated in the *Wolverhampton* case, it is immaterial whether an order is “final” or “interim” (*Wolverhampton* at paras 55, 118, 138, 139, 140, 142, 143, 167 and 238). My understanding of *Wolverhampton* is that it sanctions sustained continuation even of what, conventionally, might be called “interim” injunctions. This, as I understand it, is because “newcomer” injunctions are a new form of injunction for enforcement of rights which are not



seriously in dispute, rather than “holding the ring” pending a resolution of disputed rights (*Wolverhampton* para 163). What is critical, is that the injunction contains adequate protections, including machinery such as in relation to notification or alternative service provisions that will ensure both that (a) anyone potentially affected can apply to the Court to consider the matter (*Wolverhampton* para 232), and also (b) the Court continues to supervise the order, which is done by imposing a requirement of periodic review (*Wolverhampton* para 107, 216, 217). In particular, as I understand it, no order against newcomers is ever truly in its effect “final” in the way it has traditionally been perceived, precisely because anyone has liberty to apply — including on any grounds that could have been raised when the order was made: this was the point made in *Wolverhampton* at para 232.

- 2.6 I did not consider para 10 of Mr Justice Ritchie’s judgment to be inconsistent with this. Rather, I understood him to be pointing out that for an order to be described meaningfully as “final” (as sought by the Claimants in 2024), as distinct from “interim”, the application should have been preceded by giving notice, rather than proceeding without notice. I did not understand him to be suggesting that the Claimants were under an obligation to apply separately for something called a “final” order, as distinct from applying in future for a renewal of the “interim” injunctive protection granted by his order.
- 2.7 With apologies again in case I have misunderstood the law, that is why I thought that the course initially adopted, of applying to renew the injunction without purporting to make it “final”, was not inappropriate. If I am mistaken about this view then I have the Claimants’ instructions to apply for summary judgment for a “final” order.
- 2.8 However, in view of the Court’s observations in the 17 January 2025 Order, and bearing in mind that Mr Justice Ritchie’s order was itself made “without notice”, I recognise that in the context of a “renewal” application such as the present application, there is in fact no need for the application to be made “without notice”. I can also see that, given the length of time for which the site has been protected by injunctions, it may be positively preferable that notice be given of the application to renew.

### **3. SERVICE**

- 3.1 All previous orders in this matter have provided for service of the relevant Court documents, including the various Orders, by alternative means.
- 3.2 Most recently the order of Mr Justice Ritchie dated 19 January 2024 provided for service by:
- 3.2.1 Putting up a notice at the main entrance to the Site notifying of the existence of the order
  - 3.2.2 Putting up notice at at least 10 conspicuous locations around the Site notifying of the existence of the order
  - 3.2.3 That notice confirms that copies of the order and other court documents could be accessed at a dedicated webpage hosted by the Claimants and at a physical location at the Site
  - 3.2.4 By uploading the relevant documentation to the dedicated website page created by the Claimants and located at the following URL  
<https://www.multiplex.global/uk/news/london-injunction-bankside-yards>

- 3.3 The Claimants have complied with these alternative service provisions and had sought similar alternative service of the renewed injunction, so that service would be effected by those alternative means.
- 3.4 What I now propose is that the Claimants should use the same methods to give notice of their intention to apply for a renewed Order, including notice of the hearing date when this becomes available, so that anyone interested may attend Court on that occasion. The Claimants are arranging for the Application (and supporting documentation) as well as the 17 January Order to be uploaded to the website page and for hard copies to be available at the Site.
- 3.5 I believe that those steps will be likely to provide to any “Newcomers” adequate notice for the purposes of the requirements in *Wolverhampton*, and accordingly invite the Court to sanction reliance on those methods to bring the Application and these proceedings to the attention of any Defendants and any “Newcomers”.
- 3.6 I believe that compliance with the alternative service orders made and as set out above will ensure that this Application and any subsequent order is drawn to the attention of any Newcomers, in the sense contemplated in *Wolverhampton*.

#### STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true.

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed.....  
Emma Margaretha Florence Pinkerton

Dated...20 January 2025.....

Witness: Emma Margaretha Florence Pinkerton  
No. of Witness Statement: Third  
Party: First, Second and Third  
Claimants  
4 February 2025

Claim No. QB-2020-002702

**(1) MULTIPLEX CONSTRUCTION EUROPE LIMITED**  
**(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)**  
**(3) SAMPSON HOUSE LIMITED (INCORPORATED IN JERSEY)**

**Claimants**

**and**

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

**Defendants**

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**WITNESS STATEMENT OF EMMA  
MARGARETHA FLORENCE PINKERTON**

---

I, EMMA MARGARETHA FLORENCE PINKERTON of Cannon Place, 78 Cannon Street, London EC4N 6AF WILL SAY as follows:-

**1. INTRODUCTION**

- 1.1 I am a Partner at CMS Cameron McKenna Nabarro Olswang LLP (“**CMS**”) and I have conducted these proceedings on behalf of the Claimants.
- 1.2 I make this statement in relation to the steps taken to notify the Defendants of the application made on 20 December 2024 and the subsequent procedural issues that have arisen including the hearing listed for 5 February 2025.
- 1.3 Unless I state otherwise, the facts in this statement are within my knowledge and true. Where the facts are not within my knowledge, they are true to the best of my knowledge and belief, and I identify the source.

## 2. NOTIFICATION

- 2.1 In accordance with the service provisions set out in the Order of the Hon Mr Justice Ritchie dated 22 January 2024 the Claimants have arranged for the following to be uploaded to the website, the URL of which is [www.multiplex.global/uk/news/london-injunction-bankside-yards](http://www.multiplex.global/uk/news/london-injunction-bankside-yards):
- 2.1.1 Application dated 20 December 2024;
  - 2.1.2 Draft re-amended Particulars of Claim;
  - 2.1.3 First witness statement of Jamie Philip Godden dated 20 December 2024 with exhibit JPG1;
  - 2.1.4 First witness statement of Emma MF Pinkerton dated 20 December 2024 with exhibit EMPI1;
  - 2.1.5 Order of Mrs Justice Collins Rice dated 17 January 2025; and
  - 2.1.6 Email notification of the hearing on 5 February 2025.
- 2.2 I can confirm that the documents listed at 2.1.1 to 2.1.5 were uploaded to the website by 11.30am on 20 January 2025.
- 2.3 I can confirm that the document listed at 2.1.6 above was uploaded to the website by 2pm on 3 February 2025
- 2.4 The Claimants are arranging for the skeleton argument filed in relation to the hearing on 5 February 2025 along with my second witness statement dated 17 January 2025 to be uploaded to the website

## STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true.

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed.....  
Emma Margaretha Florence Pinkerton

Dated...4 February 2025.....



**IN THE HIGH COURT OF JUSTICE**  
**KING'S BENCH DIVISION**  
**ROYAL COURTS OF JUSTICE**

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



**Claimants**

and

QB-2020-002702

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

**Defendants**

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**ORDER**

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**RECITALS**

**BEFORE** the Honourable Mr Justice Ritchie sitting at the Royal Courts of Justice, the Strand, London on 5 February 2025.

**UPON** the Claimants' without notice application dated 20 December 2024.

**UPON THE COURT** having read the application dated 20 December 2024 and the evidence accompanying that application namely the Witness Statement of Jamie Philip Godden and the First Witness Statement of Emma Pinkerton both dated 20 December 2024 and the Second Witness Statement of Emma Pinkerton.

**AND UPON THE COURT** by Order of Mrs Justice Collins Rice on 17 January 2025 having directed the Claimants to apply by 3pm on Monday 20 January 2025 for their application to be listed to be heard by a High Court Judge as promptly as reasonable possible, with a time estimate of two hours.

**AND UPON THE CLAIMANTS** having so applied.

**AND UPON THE COURT** having listed the application for hearing on 5 February 2025.

**AND UPON** hearing counsel for the Claimants at that hearing.

**NOW IT IS ORDERED THAT:**

- 1) A: The Claimants' application dated 20 December 2024 for a continuation of the Order of Mr Justice Ritchie made on 19 January 2024 (and sealed on 22 January 2024) be adjourned to the first available date after 21 days, with a time estimate of two and a half hours

B: The Claimants have permission if so advised to apply within 7 days for summary judgment notwithstanding that the Defendants have not filed a Defence, for a final order for an injunction in the like form as granted by Mr Justice Ritchie on 19 January 2024 (but without prejudice to any alterations that the Court may determine) and for such duration as the Court may determine, subject to such provision for review and otherwise as the Court may determine: any such application to be heard on and with the application in 1A above.

- 2) Within 7 days, the Claimants shall give notice of the application dated 20 December 2024 (and of any application for summary judgment) by using the same means as those indicated in the order of 19 January 2024.
- 3) The Claimants shall give notice of the forthcoming hearing date by using the same means as those indicated in the order of 19 January 2024, as soon as practicable and not later than 3 days prior to the hearing.
- 4) Subject to the Claimants complying with (2) and (3) above, the injunction made by Order of 19 January 2024 shall continue until after the matter is disposed of following the hearing indicated in (1) above (or further order).
- 5) The Claimants shall give notice of this Order as soon as reasonably practicable by using the same means as those indicated in the order of 19 January 2024.
- 6) The Claimants shall use the same means as those indicated in the order of 19 January 2024 to provide notice of any other documents in relation to these proceedings
- 7) To the extent that "service" as distinct from "notification" is appropriate in view of the decision of the Supreme Court in *Wolverhampton City Council v. London Gypsies and Travellers and others* [2023] UKSC 47: taking the steps indicated above by way of notification shall also be sufficient alternative service for the purposes of CPR rs.6.15 and 6.27 — but without prejudice to the right of any person to apply to the Court on grounds that might have been advanced when the order was (or is) made, despite service being deemed to have taken place.

#### COSTS

- 8) Costs reserved

**Signed: Ritchie J**

**Made: 5.2.2025**

#### COMMUNICATIONS WITH THE COURT

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

- King'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 3936 8957
- The email address is [kbjudgeslistingoffice@justice.gov.uk](mailto:kbjudgeslistingoffice@justice.gov.uk) quoting the claim number.

Claim No. QB-2020-002702

**IN THE HIGH COURT OF JUSTICE  
KING'S BENCH DIVISION**

**(1) MULTIPLEX CONSTRUCTION EUROPE  
LTD**

**(2) LUDGATE HOUSE LIMITED  
(INCORPORATED IN JERSEY)**

**(3) SAMPSON HOUSE LIMITED  
(INCORPORATED IN JERSEY)**

**Claimants**

**and**

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

**Defendants**

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**ORDER**

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**CMS Cameron McKenna Nabarro Olswang LLP  
2 College Square  
Anchor Road  
Bristol BS1 5UE  
T +44 20 7367 3000  
133198.00006/EMPI**

N244

# Application notice

For help in completing this form please read the notes for guidance form N244Notes.

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

<b>Name of court</b> High Court of Justice King's Bench Division  Royal Courts of Justice		<b>Claim no.</b> QB 2020-002702
<b>Fee account no.</b> (if applicable)	<b>Help with Fees – Ref. no.</b> (if applicable)	
	H W F - [ ] [ ] [ ] - [ ] [ ] [ ]	
<b>Warrant no.</b> (if applicable)		
<b>Claimant's name</b> (including ref.) (1) Multiplex Construction Europe Ltd (2) Ludgate House Limited (Incorporated in Jersey) (3) Sampson House Limited (Incorporated in Jersey)  Ref: 133198.00006		
<b>Defendant's name</b> (including ref.) Persons Unknown entering in or remaining at the Claimants' construction site at Bankside Yards without the Claimants' permission  QB-2020-002702		
<b>Date</b>		

1. What is your name or, if you are a legal representative, the name of your firm?

CMS Cameron McKenna Nabarro Olswang LLP

2. Are you a ☒ Claimant ☐ Defendant ☒ Legal Representative
- ☐ Other (please specify)

If you are a legal representative whom do you represent?

Claimants

3. What order are you asking the court to make and why?

The Claimants are seeking the following as per the attached Order:

Summary judgment on the Claimants' claim, pursuant to CPR Part 24, and a final injunction to be granted until the end of 2026 in line with the witness evidence.

4. Have you attached a draft of the order you are applying for? ☒ Yes ☐ No
5. How do you want to have this application dealt with? ☒ at a hearing ☐ without a hearing
- ☐ at a remote hearing
6. How long do you think the hearing will last?  Hours  Minutes
- Is this time estimate agreed by all parties? ☐ Yes ☒ No
7. Give details of any fixed trial date or period
8. What level of Judge does your hearing need?



9. Who should be served with this application?

The Defendants

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

10. What information will you be relying on, in support of your application?

- ☒ the attached witness statement
- ☐ the statement of case
- ☐ the evidence set out in the box below

If necessary, please continue on a separate sheet.

Please see attached the Third Witness Statement of Martin Philip Wilshire dated 12 February 2025.

The Claimants are applying for summary judgment, pursuant to CPR Part 24 because they believe the Defendants have no real prospect of succeeding on the defence or issue to be determined. The Claimants know of no reason why the disposal of the claim should await trial. For the avoidance of doubt, the Defendants have the right to rely on evidence opposing the application.

The Defendants have not participated in these proceedings to date nor have they filed an Acknowledgment of Service or Defence.

Permission to bring this application was granted by the Order of Mr Justice Ritchie dated 5 February 2025.

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

☐ Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

☒ No

## Statement of Truth

**I understand that proceedings for contempt of court may be brought against a person who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.**

- ☐ **I believe** that the facts stated in section 10 (and any continuation sheets) are true.
- ☒ **The applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. **I am authorised** by the applicant to sign this statement.

### Signature



- ☐ Applicant
- ☐ Litigation friend (where applicant is a child or a Protected Party)
- ☒ Applicant's legal representative (as defined by CPR 2.3(1))

### Date

Day

12

Month

02

Year

2025

### Full name

Emma Margaretha Florence Pinkerton

### Name of applicant's legal representative's firm

CMS Cameron McKenna Nabarro Olswang LLP

### If signing on behalf of firm or company give position or office held

Partner

Applicant's address to which documents should be sent.

Building and street

2 College Square
------------------

Second line of address

Anchor Road
-------------

Town or city

Bristol
---------

County (optional)

--

Postcode

B	S	1	5	U	E		
---	---	---	---	---	---	--	--

If applicable

Phone number

+442073672065
---------------

Fax phone number

--

DX number

--

Your Ref.

EMPI/133198.00006
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Email

emma.pinkerton@cms-cmno.com
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On behalf of: First, Second and Third Claimants

Witness: M P Wilshire

No. of Witness Statement: Third

Exhibit: "MPW3"

Date: 12 February 2025

Claim No. QB-2020-002702

**(1) MULTIPLEX CONSTRUCTION EUROPE LIMITED**  
**(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)**  
**(3) SAMPSON HOUSE LIMITED (INCORPORATED IN JERSEY)**

**Claimants**

**and**

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

**Defendants**

---

**WITNESS STATEMENT OF MARTIN**  
**PHILIP WILSHIRE**

---

I, **MARTIN PHILIP WILSHIRE** of 99 Bishopsgate, 2nd Floor, London EC2M 3XD **WILL SAY** as follows:-

1. I am the Health and Safety Director for the First Claimant.
2. I am duly authorised by the First Claimant, Multiplex Construction Europe Limited, to make this statement in support of this application for summary judgment to obtain an order for final injunctive relief in the terms set out in the draft order (the "**Final Application**").
3. I have been asked to make this statement by the Claimants' solicitors, CMS Cameron McKenna Nabarro Olswang LLP ("**CMS**"), who have assisted me as to the structure, layout and scope of the statement and have taken primary responsibility for drafting it based on the evidence provided by me.

4. 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. I have adopted the definition of “Bankside Yards” which is used in other witness evidence filed in these proceedings.
5. There is now shown and produced to me a bundle of paginated documents marked “Exhibit MPW3” to which I shall refer as appropriate in this statement.

## **BACKGROUND AND PURPOSE OF THIS STATEMENT**

6. I make this Witness Statement in support of the Claimants’ application for summary judgment to obtain as set out in the Final Application and, in the alternative, in order to update the Court and to support the application for an interim injunction made pursuant to the application notice dated 20 December 2024 (the “**Interim Application**”).

### ***Previous statements***

7. I have made two previous statements in these proceedings, set out below for ease of reference:
  - 7.1 First witness statement of Martin Philip Wilshire dated 7 July 2020 (“MPW 1”)
  - 7.2 Second witness statement of Martin Philip Wilshire dated 25 January 2021 (“MPW 2”)
8. My previous statements broadly summarise the background to these proceedings and, more recently, the witness statement of my colleague, Jamie Godden, dated 20 December 2024 (“JPG1”) reaffirms the ongoing risk of urbex activity at Bankside Yards.
9. As per MWP1, MPW2 and JPG1, I consider that there is a continuing risk of attempts to access Bankside Yards. As I will explain further below this risk has proven to be a reality very recently.
10. I believe that the risk will continue despite all the sensible efforts taken by the First Claimant to prevent it because of the prominent location of the tower crane on site and Bankside Yards location more generally for the views it gives across the Thames and the city of London. Due to the nature of the site, which is currently under heavy construction, there are significant health and safety concerns both for anyone attempting to gain access to Bankside Yards without the First Claimant’s authority and also for the First Claimant’s employees and security staff where such unauthorised access is gained or attempted.
11. By way of an update to the evidence in MPW1 and MPW2 I confirm that the time frames set out in Mr Godden’s statement in relation to the completion of the phase of construction which requires the crane and the scaffold bridge to be in place remain. In addition to that the common tower, which is also scalable, along with the hoist that runs up the tower provide access to the highest parts of the building under construction and will be removed towards the end of 2026.
12. In my opinion it is the presence of the crane, the scaffold bridge, the common tower and the south hoist which pose the most risk. The crane in particular is very visible and I am aware that it

provides an easier way to access the heights that urban explorers are seeking. The presence of the scaffold bridge at height provides the same temptation and the common tower and south hoist again provides a potentially easier access to the highest parts of the building being constructed.

13. On the basis of the current contract programme the crane will begin to be removed from 25 March 2026. The common tower will begin to be removed on 7 May 2026 and takes approximately 3 months to remove fully. The south hoist will be decommissioned on 2 July 2026 and it will take about 9 weeks to remove. These are the current timeframes but of course there is always a chance those will move backwards as the construction project continues.
14. It is for this reason that the Claimants are seeking a final injunction to run to the end of 2026, for the period of the highest risk of urban explorer activity, to ensure that the injunction is only in place for as long as absolutely necessary to protect against the risk it seeks to mitigate, without the need to return to the Court for a renewal or review of the injunction granted. I also confirm that the Claimants will keep that under review and, if they consider it safe to do so, will apply to discontinue the injunction in advance of that deadline.

#### **ONGOING RISK**

15. As set out in previous statements, the First Claimant has an ongoing concern regarding the likelihood of ‘roof-topping’ at Bankside Yards.
16. Urban explorers go roof topping to post videos and/or photos of themselves on social media in an attempt to gain popularity by achieving as many ‘likes’ as possible and gaining new followers. This means that, where a site is in a scenic location, this is likely to attract more views and/or followers and is therefore likely to be more enticing.
17. Bankside Yards is located south of the River Thames, by the Tate Modern, so thrill seekers looking to gain more traction online may well find the position of the crane at Bankside Yards an attractive option as it offers a fantastic view.
18. On 10 February 2025, there was a serious breach when four people were caught on CCTV, three of them were seen entering the site at approximately 3:30am and a further person entered the site at 3.46am. They proceeded to climb up the mast of the passenger & goods hoist which is currently alongside the tower that is under construction reaching the level of the 26<sup>th</sup> floor. The intruders accessed an upper floor from the hoist mast. One of the trespassers then proceeded to saddle the tie to the tower crane and climb inside the crane mast at approximately 5:30am. The police were called and arrived at 3.51am. An ambulance and the fire brigade were also in attendance arriving at approximately 4.16am.
19. On the advice of the police the trespassers were not approached for fear of spooking them and causing an accident. Three of the trespassers exited the site at approximately 6:26am with the fourth being escorted off the site.

20. I understand from the report that no arrests were made and accordingly it is not possible for the Claimants to identify the trespassers. I can confirm that if it had been possible to do so the Claimants would have taken steps to do so and to join those named individuals to the proceedings.
21. The security report detailing the incident can be found at pages 1-6. At page 1 it is stated that the trespassers are possibly urban explorers and at pages 4 and 5 there are still images taken from thermal cameras showing the trespassers climbing the south hoist mast. I understand that the solicitors acting on this matter, CMS have searched the internet to see whether anything was posted after the trespass but have found nothing. However, in my opinion the trespass follows the same pattern of other Urbex activity whether that was to post on social media or otherwise. The most important point, from the Claimants perspective, is that the activity causes significant risk to the trespassers, the security staff as well as the emergency services.
22. The security report notes that some additional protections should be put in place at Bankside Yards to seek to prevent further incursions. I can confirm that the First Claimant will seek to action that as soon as possible.
23. I do not know why this incidence occurred, in my opinion the injunction has been effective to mitigate the risk of trespass since it has been in place. It may be that the trespassers were aware that the injunction was time limited and had thought that it had lapsed but I cannot know that with any certainty.
24. In that regard I have been told that whilst there has never been a request for copies of or access to the documents at Bankside Yards, the First Claimant's in-house legal team has received a request for copies of documents in relation to a similar injunction that is currently in place over another construction site that they are working on at Elephant and Castle in London. In my opinion this indicates that the notification process being undertaken is working and that the presence of the injunction is having an effect.
25. In addition, urban explorer activity continues to be problematic when it comes to construction sites generally, particularly where there are tower cranes installed. Examples of recent social media posts from the last 6 months can be found at pages 7-20. These demonstrate roof-topping is still a live concern, especially in large cities where there are scenic rooftop views.
26. I also refer to the posts, found on Reddit message boards, posted within the last year and exhibited at pages 21-28, demonstrating that the urbex community continues to grow. The posts are by new members looking to attempt their first climbs involving cranes. Some of the responses to the posts are particularly concerning, such as the one at page 27, where the original poster responds with: *"...the cranes between two unfinished buildings that I think I may be able to use to enter."* The risk of harm is evident and yet the poster appears undeterred.
27. It is therefore clear, in my view, that without the protection that is afforded to the Claimants' by the ongoing injunction, the risk of roof-topping at Bankside Yards would be substantially higher.



Given the dangers that are associated with roof-topping and other urban explorer activity, this means that the risk of serious and potentially grave harm would also be significantly increased.

28. For these reasons it remains critical that injunctive relief remains in place in the form of either a final injunction as requested in the Final Application or a continuation of the interim relief sought by the Interim Application for the protection of Bankside Yards, the urban explorers themselves, the First Claimant's staff and emergency services.

#### **STATEMENT OF TRUTH**

I believe that the facts stated in this witness statement are true.

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed.....

Dated ...12<sup>th</sup> February 2025.....

On behalf of: First, Second and Third Claimants

Witness: M P Wilshire

No. of Witness Statement: Third

Exhibit: "MPW3"

Date: 12 February 2025

Claim No. QB-2020-002702

**(1) MULTIPLEX CONSTRUCTION EUROPE LIMITED**  
**(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)**  
**(3) SAMPSON HOUSE LIMITED (INCORPORATED IN JERSEY)**

**Claimants**

**and**

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


**Defendants**

---

**WITNESS STATEMENT OF MARTIN**  
**PHILIP WILSHIRE**

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

Signed: 

Dated: 12<sup>th</sup> February 2025

<b>Document ID</b> GS-015-03	<b>Title</b> Incident Report Form	
<b>Effective Date</b> 23/07/2021	<b>Reviewed by</b>	<b>Date Reviewed</b> 08/01/2024
	<b>Approved by</b>	<b>Date Approved</b> 08/01/2024



## Incident Report Form

DOB Number	Incident Type		
174008	Site Intrusion		
Date and Time of Incident	Location	Sub Location	
11/02/25 at 03:31hrs	Western Yards	Vehicle Gate 2	
Reported to Police (Yes/No)	Date Reported	Officer Name & Collar Number	Police Log/Crime Number
Yes	11/02/25	285AS and 3313AS	G32/11/2/25

### Description of Events

Sequence of Events: What, When, Where, Who, Why
<p>What: X3 IC1 Males and X1 IC1 Female breached a site perimeter and entered the site climbing over the perimeter hoarding and vehicle Gate 2.</p> <p>When: 11/02/25 at 03:31hrs</p> <p>Where: Western Perimeter Fence Line – Gate 2</p> <p>Who: Possibly Urban Explores.</p> <p>Why: Possibly for Social Media Purposes.</p>
Timeline
<ul style="list-style-type: none"> <li>- At 03:31hrs X3 IC1 Males breached a site perimeter and entered the site climbing over the vehicle Gate 2.</li> <li>- At 03:32hrs contacted Police &amp; CAD (Crime Reference Number) G32/11/2/25 was given.</li> <li>- At 03:41hrs contacted Multiplex H&amp;S ; voicemail left.</li> <li>- At 03:42hrs contacted Guardior Control Room.</li> <li>- At 03:46hrs X1 IC1 Female breached a site perimeter via south-west corner of hoarding line adjacent to vehicle Gate 2.</li> <li>- At 03:50hrs contacted Multiplex Project Director ; voicemail left.</li> <li>- At 03:51hrs Police arrived on site from Blackfriars Road. Police Officers 285AS and 3313AS escorted by unlocking Haki and core stairwell.</li> <li>- At 04:16hrs Fire Brigade &amp; Ambulance attended site to support the incident and were escorted to Mezzanine level.</li> <li>- At 05:18hrs Police left site.</li> <li>- At 05:40hrs Police advised via phone call that nobody is to enter the site due to ongoing incident.</li> <li>- At 06:05hrs briefed Multiplex Construction Manager on the incident.</li> <li>- At 06:05hrs contacted and provided full update on the incident via voicemail.</li> <li>- At 06:27hrs X3 IC1 Males can be seen on CCTV Camera 51 South exiting site via McGee's Gentry to Blackfriars Station.</li> <li>- At 06:30hrs X1 IC1 Female can be seen on CCTV Camera 51 South struggling to climb down the perimeter fence line and was approached by paramedics advising her to leave site via the main entrance.</li> <li>- At 06:40hrs notified Multiplex Project Director , all intruders were off site and site was reopened.</li> </ul>
Summary of Events

<b>Document ID</b> GS-015-03	<b>Title</b> Incident Report Form	
<b>Effective Date</b> 23/07/2021	<b>Reviewed by</b>	<b>Date Reviewed</b> 08/01/2024
	<b>Approved by</b>	<b>Date Approved</b> 08/01/2024

Group of X3 IC1 males and X1 IC1 female approached site via crossing over from Blackfriars Road to the Gate 2 Area. was conducting his patrol during this time. was monitoring the CCTV.

X3 Males breached the site at approx. 03:31hrs via Gate 2. They proceeded to climb the outer masts of the south side reported by at the time. actioned with dog and relayed events via radio to .

Police contacted at approx. at 03:32hrs.

At 03:46hrs X1 IC1 Female breached a site perimeter via south-west corner of hoarding line adjacent to vehicle Gate 2.

Police arrived at the site Blackfriars Road at approx. 03:51hrs.

Ambulance and Fire Brigade arrived at approx. 4:16hrs on Blackfriars Road.

This was organised by Police attending the Site in liaison with Security.

X3 males left the site climbing down from McGee's Gantry to Blackfriars Station at approx. 06:26hrs.

Police on phone during their exit and all information with their direction was relayed.

X1 Female was escorted by Paramedics and security off premises via front reception Depot.

Police Officers with numbers 285AS & 3313AS advised they did not wish to ascend the inner tower in case of causing panic to the climbers. They advised they would move out of sight. This was at approx. 05:10hrs.

It was relayed at the time by the officers that the group were viewing the crane from the 26<sup>th</sup> floor tie to crane. and witnessed X1 male saddling the tie to crane before climbing inside the crane neck at approx. 05:30hrs.

Paramedics were off site at approx. 06:45hrs. Police returned call at 09:21hrs. No arrests were made, Police number 1751AS returned 's call.

#### Security Manager's Review and Conclusions

N/A

#### Senior Management Team Recommendations

The security team responded swiftly and followed the correct escalation protocols.

Furthermore, the security team followed instruction from the Police and emergency services present during the incident not to cause the panic to the climbers by keeping the distance which was in this case sensible approach considering significant and tangible risk of serious injury by possibility of falling.

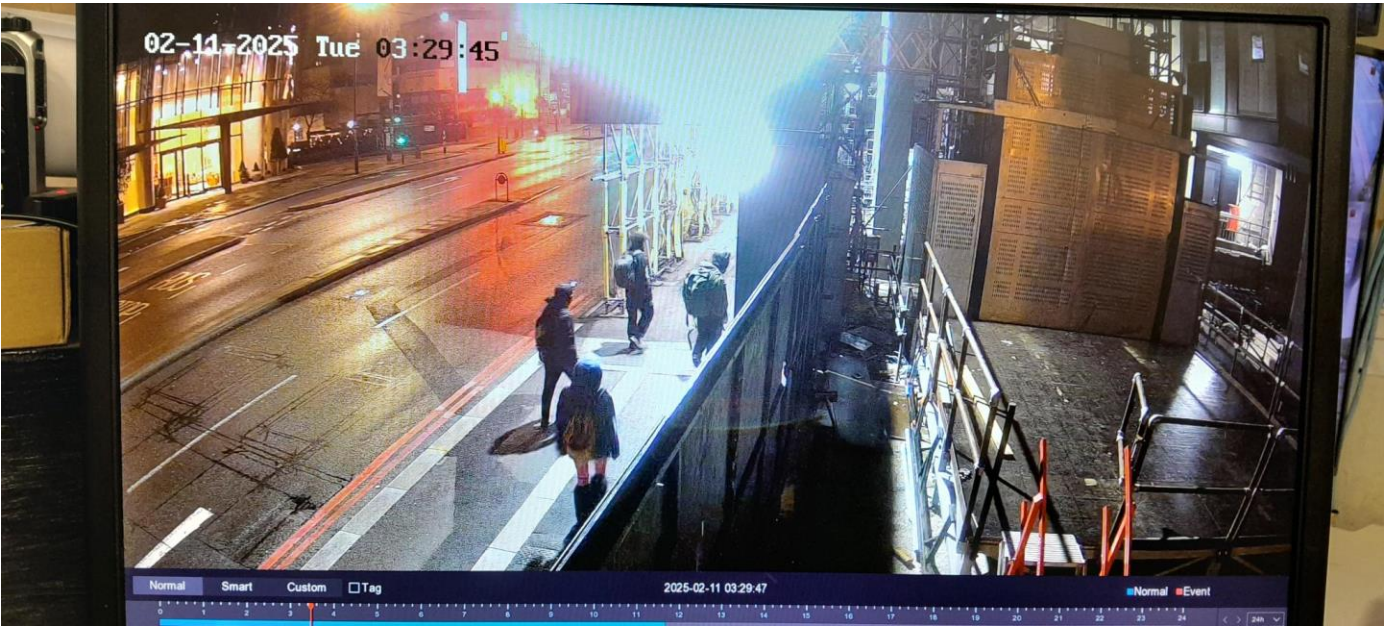
It is recommended that anti-climbing mesh should be added to site hoarding at west elevation which should incorporate vehicle gate 2 as minimum including the hoarding adjacent to Blackfriars Station. This will provide an additional layer of security which is necessary to mitigate these types of incidents in the future.



Document ID GS-015-03	Title Incident Report Form	
Effective Date 23/07/2021	Reviewed by	Date Reviewed 08/01/2024
	Approved by	Date Approved 08/01/2024

It is also recommended to deploy an additional security officer during the nights to have the necessary support needed during these types of incidents.

Photographs



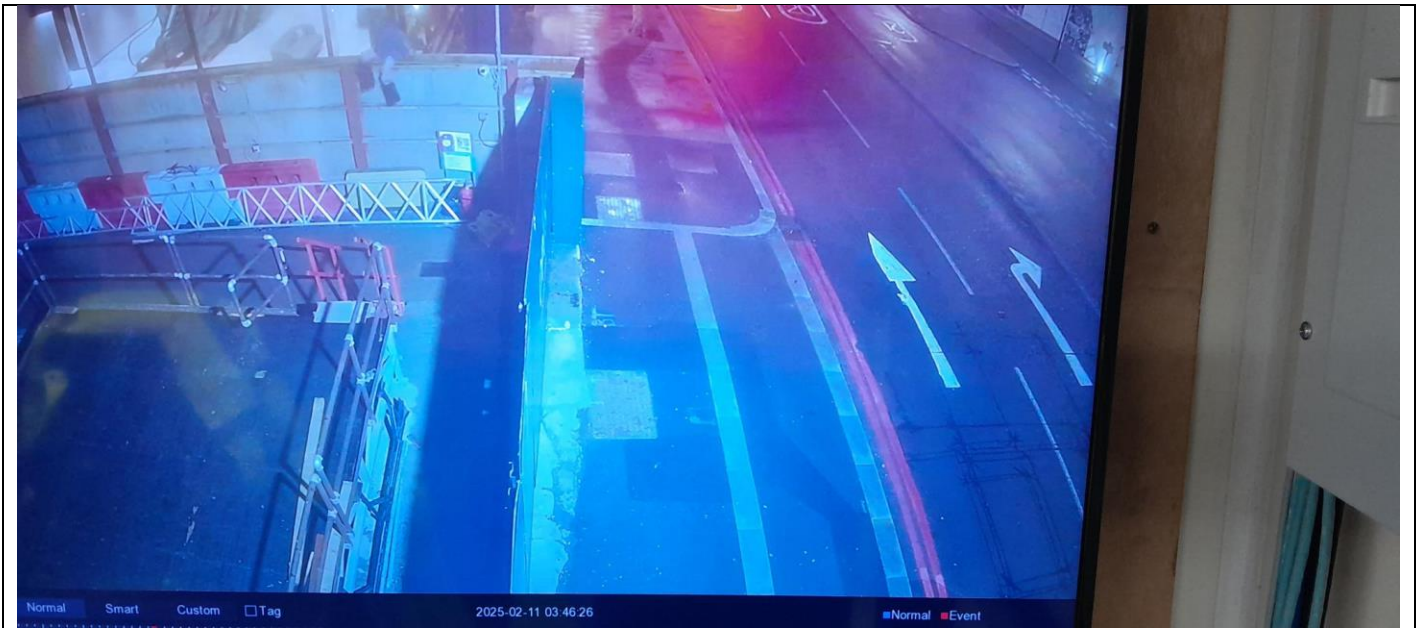
X1 IC1 Female and X3 IC1 Males conducting brief reconnaissance activity before climbing over the Gate2.



X3 IC1 Males gaining access to site via Gate 2.



<b>Document ID</b> GS-015-03	<b>Title</b> Incident Report Form	
<b>Effective Date</b> 23/07/2021	<b>Reviewed by</b>	<b>Date Reviewed</b> 08/01/2024
	<b>Approved by</b>	<b>Date Approved</b> 08/01/2024



X1 IC1 Female gaining access to site via south-west corner of hoarding line adjacent to vehicle Gate 2.



X3 IC1 Males can be seen on thermal camera climbing up via hoist mast section at 03:32hrs.

<b>Document ID</b> GS-015-03	<b>Title</b> Incident Report Form	
<b>Effective Date</b> 23/07/2021	<b>Reviewed by</b>	<b>Date Reviewed</b> 08/01/2024
	<b>Approved by</b>	<b>Date Approved</b> 08/01/2024



X1 IC1 Female can be seen on thermal camera climbing up via hoist mast section at 03:49hrs.



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	Approved by	Date Approved 08/01/2024



X3 IC1 Males exiting site via McGee’s Gantry to Blackfriars Station. // X1 IC1 Female unable to climb down and was escorted by paramedics off site.

Name and Position of Reporting Person

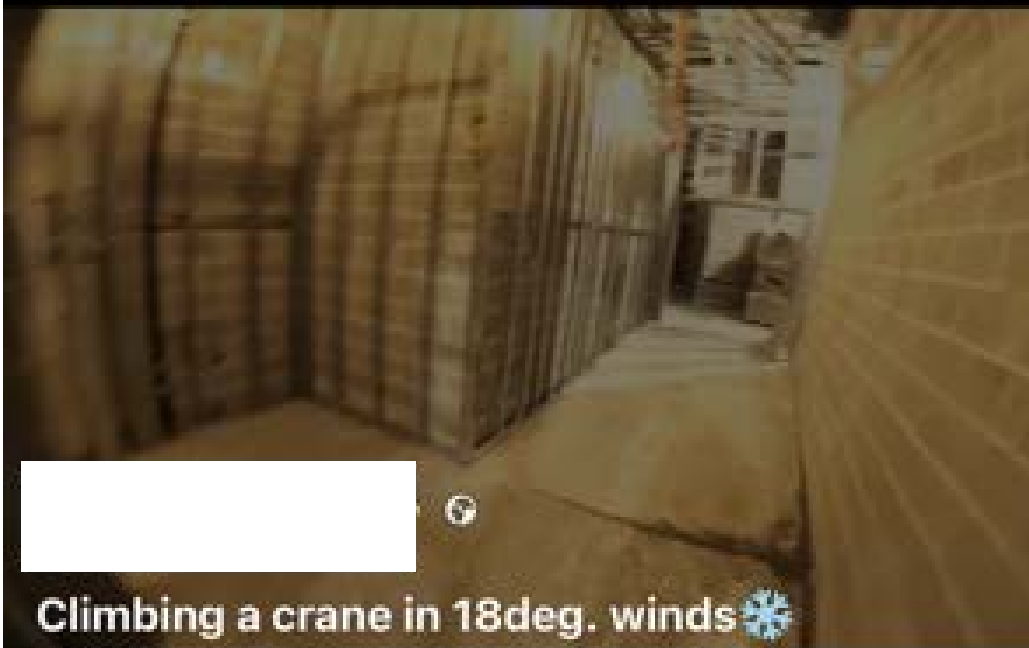
Name and Position:	– Security Officer
Employee Number:	
Date of Report:	11/02/2025

Other Guardior Staff Involved

Employee Name:	Employee Number:
– Dog Handler	



< Reels



Climbing a crane in 18deg. winds ❄️

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120

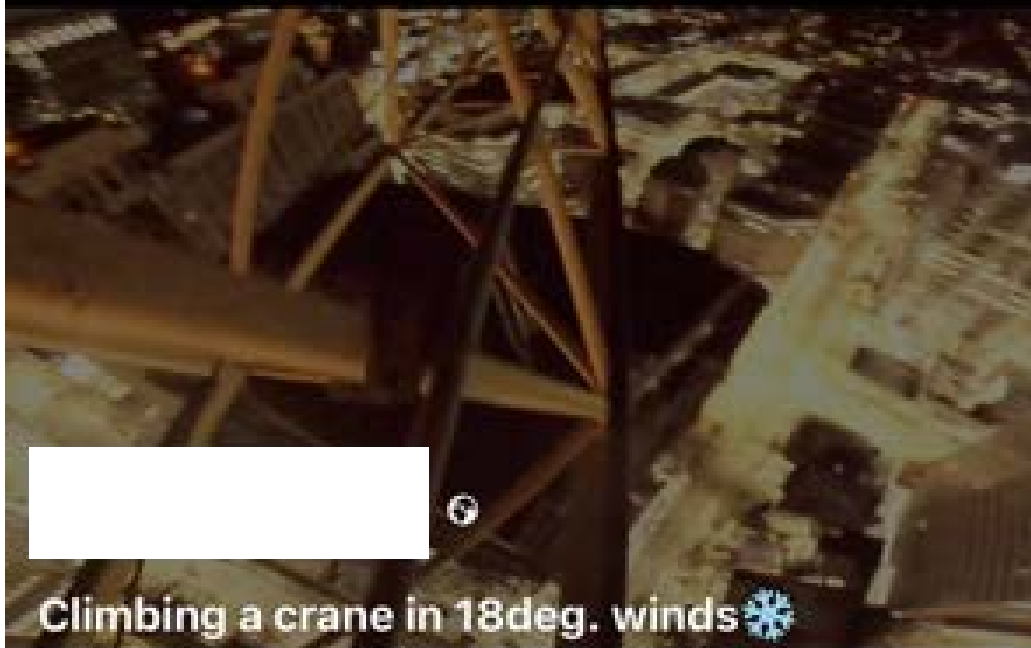


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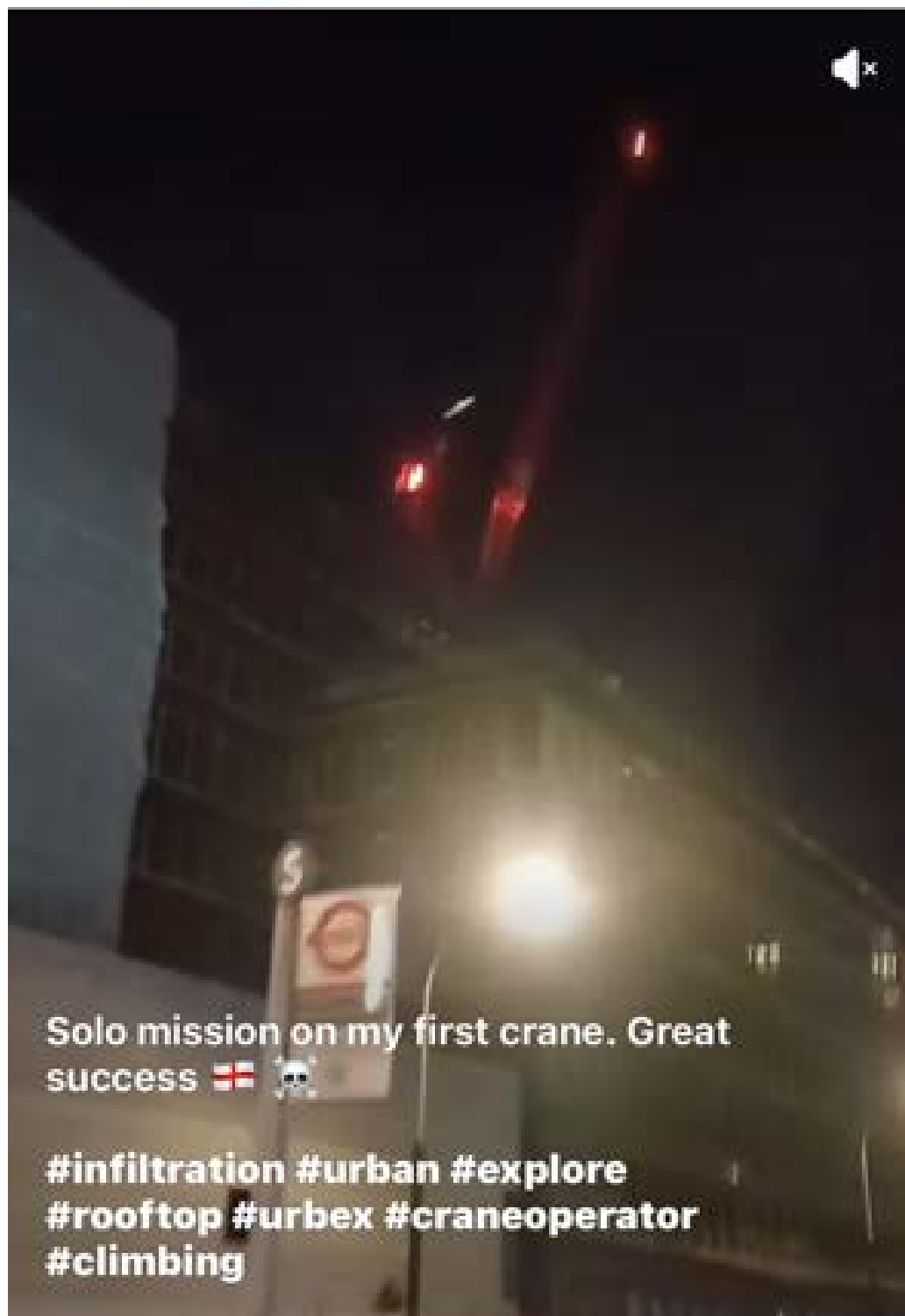
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5 Jan · 🌐

**Not for the Faint-Hearted!**

10 men scaled a crane in Birmingham in a daring act of urban climbing – where climbers tackle buildings and structures from the outside.

The city views from the top are breathtaking... but please don't try this yourself!

🎥 Watch the full video on YouTube: 'HOW DID WE GET AWAY WITH THIS?!' <https://youtu.be/5hYIQ9PGYDM?si=ZOdTjeHpOXMuyCEi>

[#Birmingham](#) [#UrbanClimbing](#)



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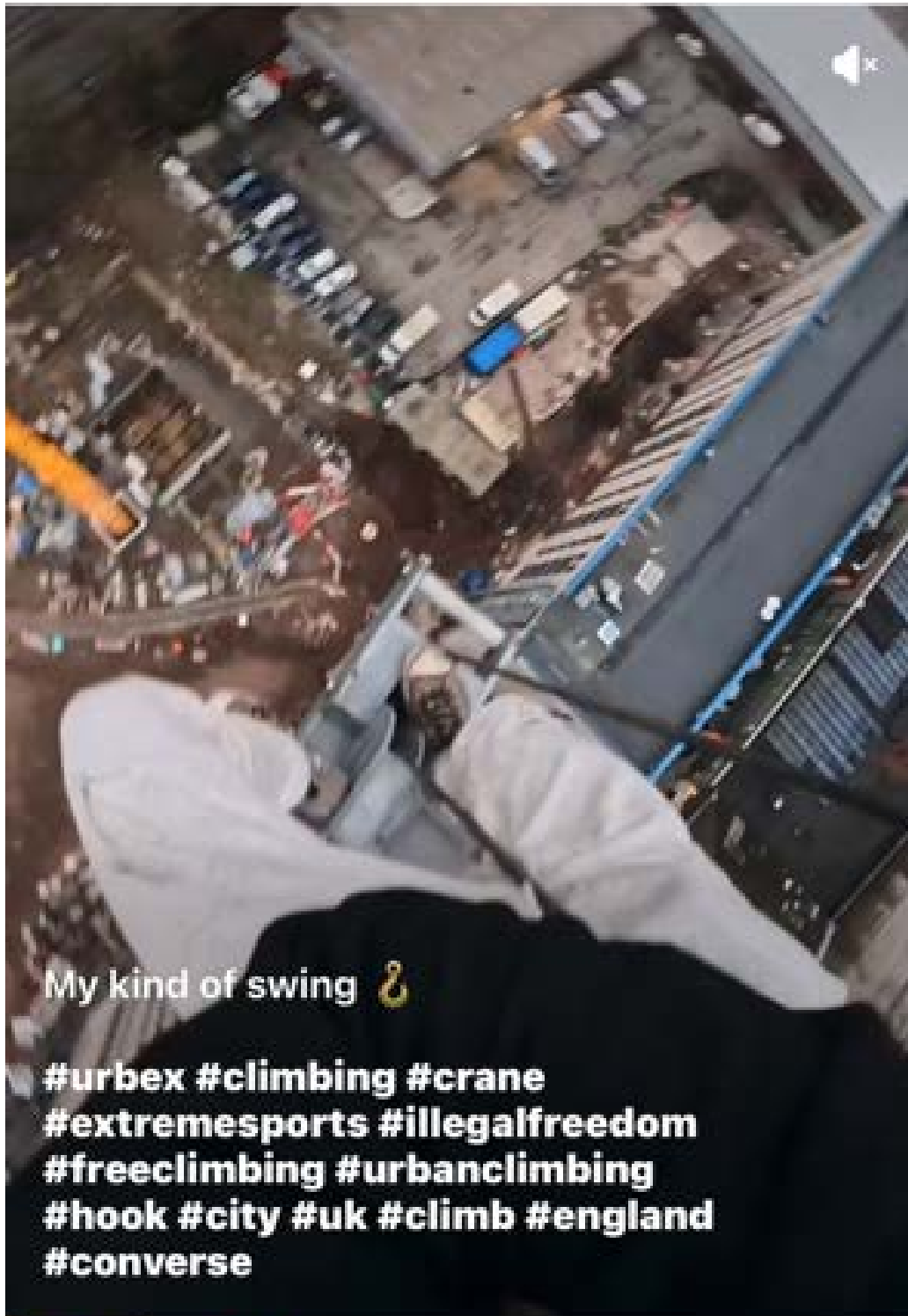


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My kind of swing 🤸

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#extremesports #illegalfreedom  
#freeclimbing #urbanclimbing  
#hook #city #uk #climb #england  
#converse



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2 Jan



10 man, 1 crane 🇨🇭

-

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#urbanexplorer #urbanclimbing  
#explore #freeclimb  
#chasing\_rooftops #chasing\_cranes  
#citykillerz #ontheroofs  
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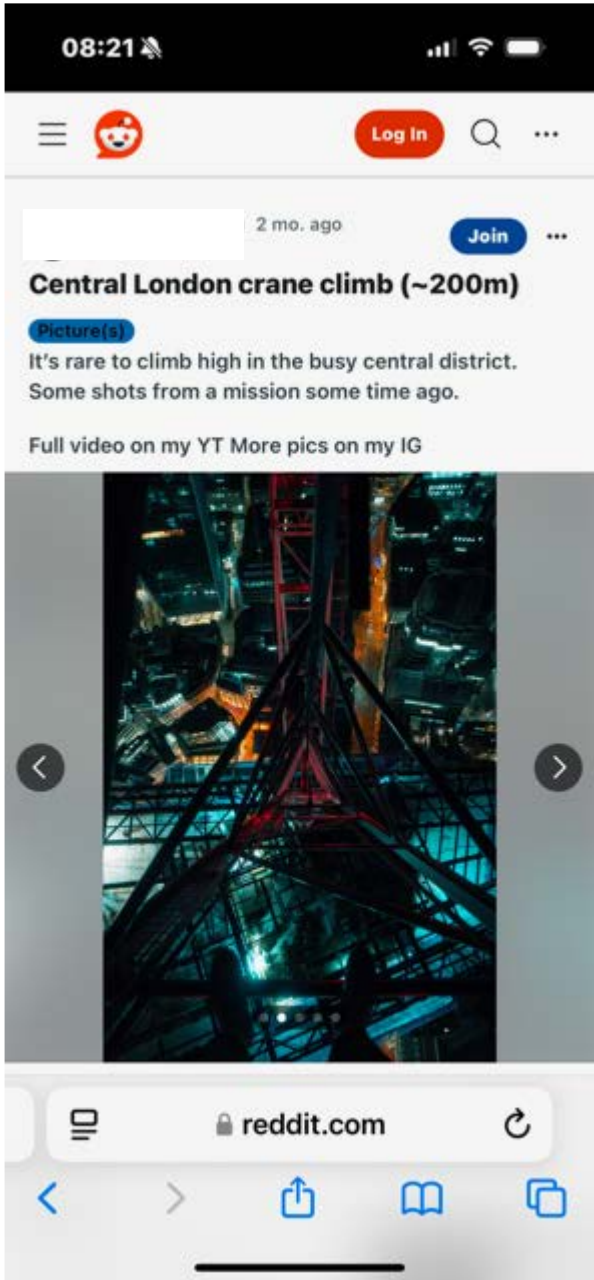
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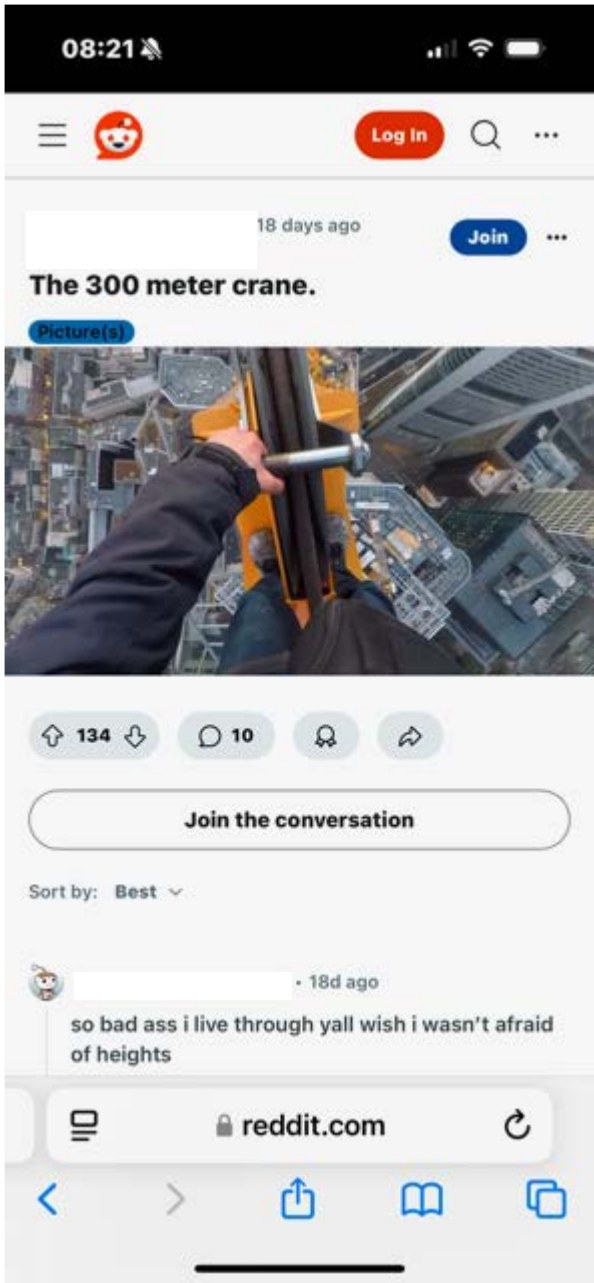


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## Crane Climb London

Question

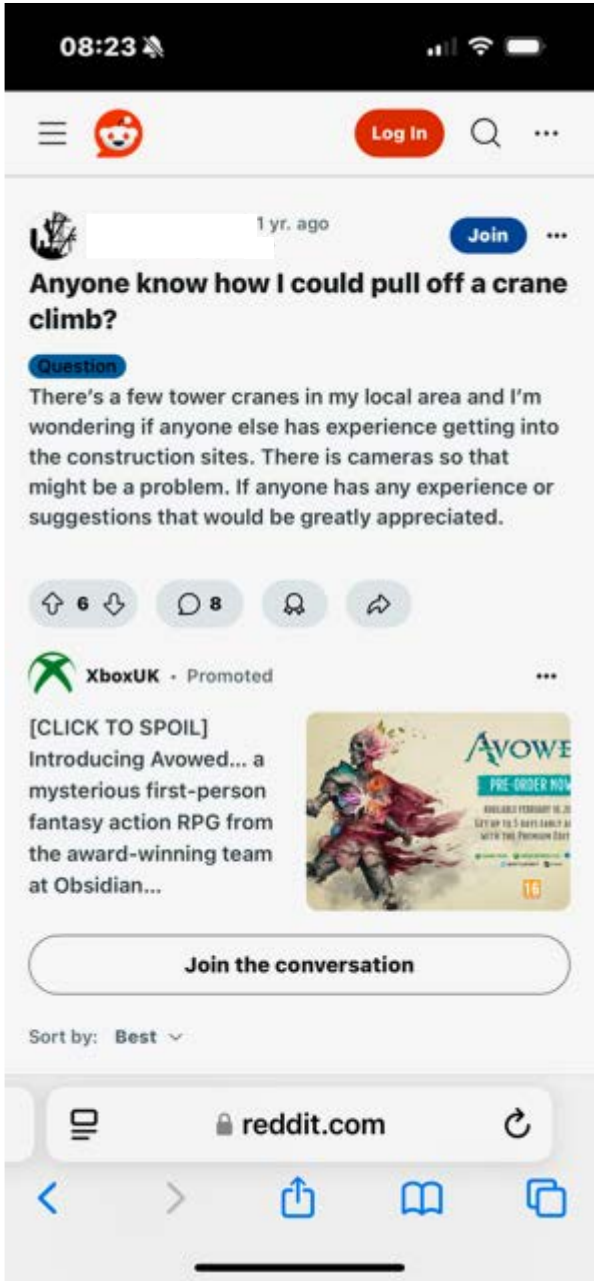
Thinking of climbing a crane with  
doing anything like this, just want  
advice, what to bring, what's the  
being caught, how to pick the be

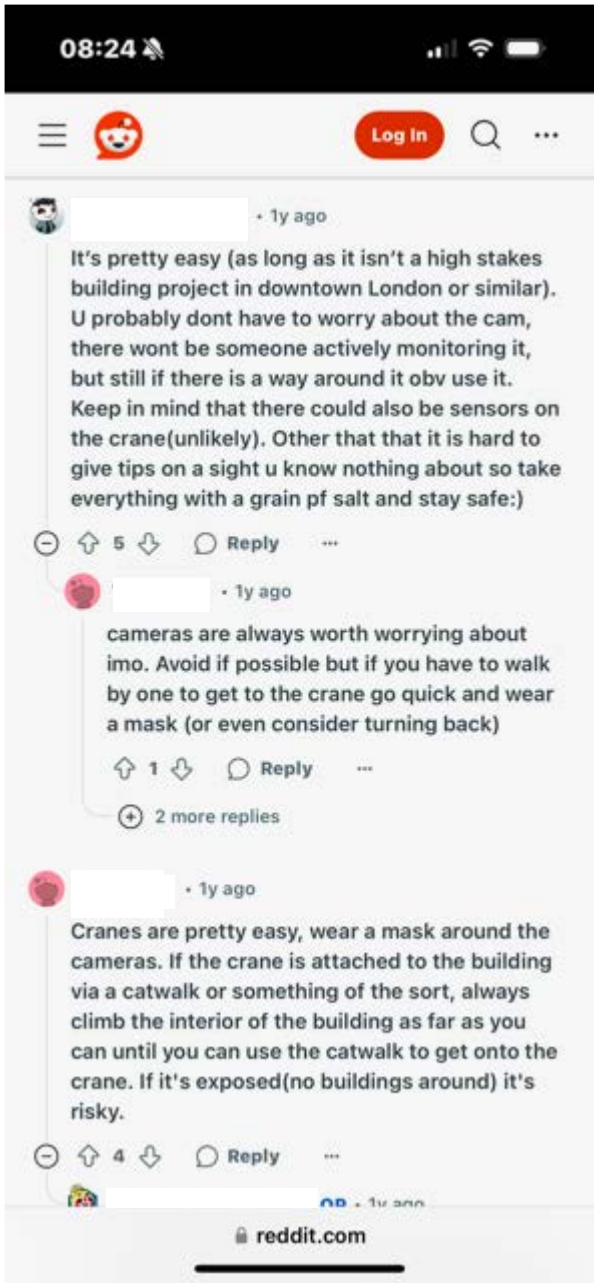
Will post pics here too when we

Cheers guys

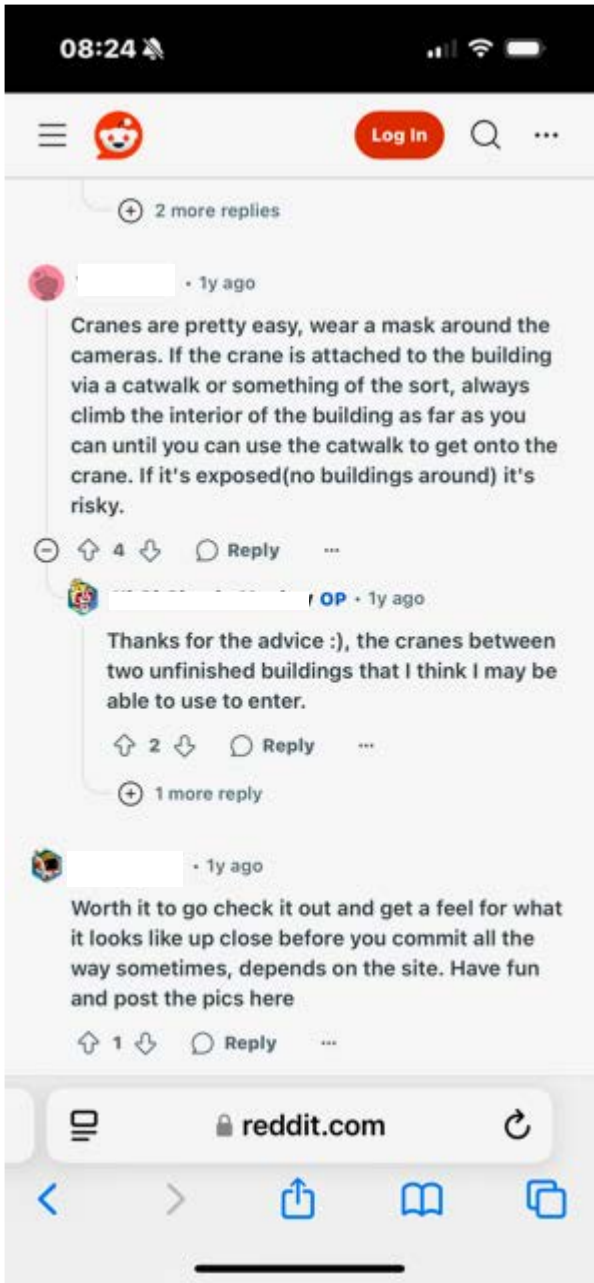
24

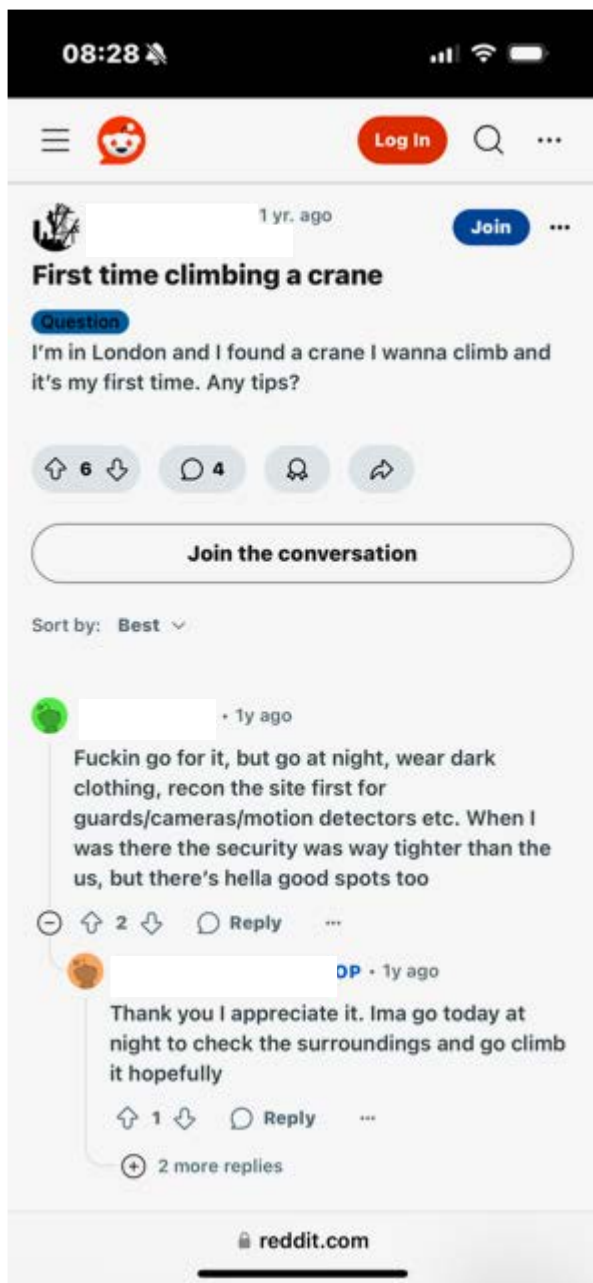
243











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**IN THE HIGH COURT OF JUSTICE  
KING'S BENCH DIVISION**

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

**Claimants**

**and**

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

**Defendants**

---

**DRAFT ORDER FOR 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 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**

**BEFORE** [ ] sitting at the Royal Courts of Justice, the Strand, London  
on [ ].

**UPON** the Claimants' application on notice dated 12 February 2025.

**UPON THE COURT** having regard to the Orders of Mr Justice Soole  
dated 31 July 2020; Mr Justice Bourne dated 26 January 2021; Mr Justice Stewart dated 4  
March 2021; Mrs Justice Eady dated 6 May 2021; Mr Justice William Davis dated 20 July  
2021; Master Dagnall dated 26 October 2021; HHJ Shanks (sitting as a High Court judge)  
dated 3 March 2022; Mrs Justice Jefford dated 21 December 2023; Mr Justice Ritchie dated 22 January  
2024 and 5 February 2025

**AND UPON READING** the documents listed in Schedule 1 to this Order.

**AND UPON** the First Claimant giving the undertaking to the Court set out in Schedule 2 to  
this Order

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

### **THE INJUNCTION:**

- 1) With immediate effect until the end of 2026 or further order the Defendants must not enter and climb or remain and climb, without the Claimants' consent, upon any part of the Claimants' construction site at Blackfriars Road, London SE1 9UY ("the Bankside Yards Construction Site").
- 2) The outer perimeter of the Bankside Yards Construction Site is enclosed by hoardings, fences, gateways and the structures of railway arches and bridges and the Defendants must not climb over or otherwise enter by passing through, round, over or under those enclosures nor shall they climb anything within that perimeter without the Claimants' consent. The general location of the perimeter is shown edged red on the plan at Schedule 3 to this Order ("the Plan").
- 3) For the avoidance of doubt, this order does apply to the areas of the Bankside Yards Construction Site which are under and within railway arches but does not apply to the railway land which is immediately above those railway arches. The location of the railway arches, and the railway land, is shown hatched blue on the Plan.

### **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.

### **NOTIFICATION AND SERVICE OF THIS ORDER:**

- 5) Notification of this Order may be effected in the manner set out in paragraphs (6) to (8) below.
- 6) By [ ] 2025, the First Claimant shall post notice of the existence of this Order in the form approved by the Court and annexed at Schedule 4 to this Order ("the Notice"):-
  - i. at all main entrances to the Bankside Yards construction site;
  - ii. at a minimum of 10 prominent locations around the perimeter of the Bankside Yards construction site.

- 7) The Notice confirms that copies of this Order and the witness statements of Jamie Philip Godden and Emma Margaretha Florence Pinkerton dated 20 December 2024 may all be viewed:
- (a) at a website the URL of which is [www.multiplex.global/uk/news/london-injunction-bankside-yards](http://www.multiplex.global/uk/news/london-injunction-bankside-yards) ;
  - (b) at a physical location specified in the Notice being the Site Office; and
  - (c) may be obtained from the Claimants' Solicitor, whose contact details are specified above and in the Notice.
- 8) By [ ] 2025, downloadable digital copies of the documents referred to in the Notice shall be placed on the website with the URL specified in the Notice being [www.multiplex.global/uk/news/london-injunction-bankside-yards](http://www.multiplex.global/uk/news/london-injunction-bankside-yards), and hard copies of the said documents shall be kept at the physical location specified in the Notice being the Site Office.
- 9) The Claimants shall use the same means as those indicated above to provide notice of any other documents in relation to these proceedings.
- 10) To the extent that “service” as distinct from “notification” is appropriate in view of the decision of the Supreme Court in *Wolverhampton City Council v. London Gypsies and Travellers and others* [2023] UKSC 47: taking the steps indicated above by way of notification shall also be sufficient alternative service for the purposes of CPR r6.15 and 6.27 — but without prejudice to the right of any person to apply to the Court on grounds that might have been advanced when the order was (or is) made, despite service being deemed to have taken place.
- 11) The requirement of any person to file any acknowledgment of service or defence in respect of this claim is dispensed with unless further directed by the Court.

#### **VARIATION OR DISCHARGE**

- 12) This Order having been made without notice and without a hearing, any Defendant may apply to set aside or vary this Order. Any such application should be made upon giving not less than 48 hours' notice in writing to the Claimants' solicitors at CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London, EC4N 6AF (Ref: EMPI tel: 0207 367 3000).
- 13) The Claimants have liberty to apply to extend, vary or discontinue this Order or to seek further directions.

#### **COSTS**

- 14) There shall be no order as to costs on the interim injunction application.

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

- 15) All communications to the Court about this Order should be sent to:
- King'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- Evidence**

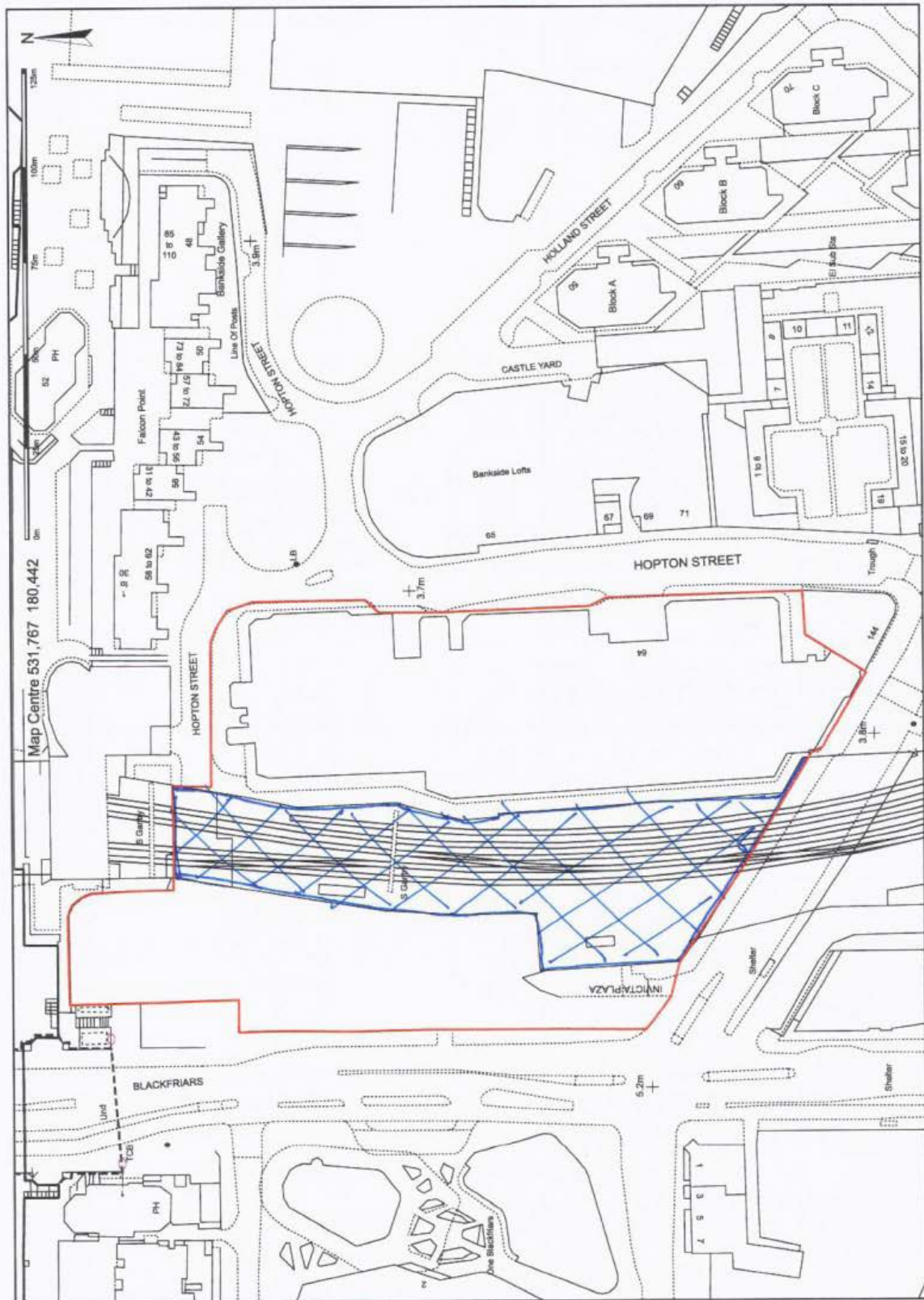
The Judge read the following Witness Statements and other evidence before making this Order:

- 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”.
- Second Witness Statement of Stuart Sherbrooke Wortley dated 23 February 2022 together with the Exhibits marked “SSW1” – “SSW3”.
- Third Witness Statement of Stuart Sherbrooke Wortley dated 21 December 2023 together with the Exhibit marked “SSW4”
- Fourth Witness Statement of Stuart Sherbrooke Wortley dated 18 January 2024
- Third Witness Statement of Jamie Philip Godden dated 20 December 2024 together with the Exhibits marked “JPG1”
- First Witness Statement of Emma Margaretha Florence Pinkerton dated 20 December 2024 together with the Exhibits marked “EMPI1”
- Second Witness Statement of Emma Margaretha Florence Pinkerton dated 20 January 2025
- Third Witness Statement of Martin Philip Wilshire dated 12 February 2025
- Section 10 of the application notices dated 25 January 2021, 2 March 2021, 4 May 2021, 19 July 2021, 18 August 2021, 23 February 2022, 21 December 2023 and 20 December 2024
- The Schedule of leasehold titles produced to the Court.

### **SCHEDULE 2 - Undertaking given to the Court by the First Claimant**

The First Claimant undertakes to pay any damages which the Defendants (or any other party served with or notified of this Order) shall sustain as a result of this injunction which the Court considers the First Claimant should pay.

# SCHEDULE 3 - Plan



**MULTIPLEX CONSTRUCTION EUROPE LTD**

**Important Notice**  
**High Court of Justice – Claim No QB-2020-002702**

On [x], an injunction was made by the High Court of Justice prohibiting anyone from entering onto and climbing or remaining and climbing at any part of the construction site at Bankside Yards, Blackfriars Road, London SE1 9UY without permission. The outer perimeter of the construction site is enclosed by hoardings, fences, gateways and the structures of railway arches and bridges.

Anyone in breach of the injunction will be in contempt of court and may be imprisoned, fined or have their assets seized.

**This means that you must not go beyond this notice and enter this construction site without permission.**  
**If you do, you may be sent to prison or have your assets seized.**

Copies of all court documents, including those listed below may be viewed at:-

<https://www.multiplex.global/news/london-injunction-bankside-yards/>

Copies may also be obtained from the Site Office or by contacting Becky Rowell on 07834161460 or by email to [Becky.Rowell@multiplex.global](mailto:Becky.Rowell@multiplex.global). or from the Claimants' solicitors at CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London, EC4N 6AF (Ref: EMPI tel: 0207 367 3000)

**Court documents:**

- Application Notice dated 12 February 2025
- Third Witness Statement of Martin Philip Wilshire dated 12 February 2025
- Order of [ ] dated [ ]

Claim No. QB-2020-002702

**IN THE HIGH COURT OF JUSTICE  
KING'S BENCH DIVISION**

**(1) MULTIPLEX CONSTRUCTION EUROPE  
LTD**

**(2) LUDGATE HOUSE LIMITED  
(INCORPORATED IN JERSEY)**

**(3) SAMPSON HOUSE LIMITED  
(INCORPORATED IN JERSEY)**

**Claimants**

**and**

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

**Defendants**

---

**DRAFT ORDER FOR INJUNCTION**

---

**CMS Cameron McKenna Nabarro Olswang LLP  
2 College Square  
Anchor Road  
Bristol BS1 5UE  
T +44 20 7367 3000  
133198.00006/EMPI**

Witness: Rachael Louise Bott  
No. of Witness Statement: First  
Party: First, Second and Third  
Claimants  
Exhibits: RLB1  
24 February 2025

**Claim No. QB-2020-002702**

- (1) MULTIPLEX CONSTRUCTION EUROPE LIMITED**  
**(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)**  
**(3) SAMPSON HOUSE LIMITED (INCORPORATED IN JERSEY)**

**Claimants**

**-and-**

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

**Defendants**

---

**WITNESS STATEMENT OF  
RACHAEL LOUISE BOTT**

---

I, RACHAEL LOUISE BOTT, of Cannon Place, 78 Cannon Street, London EC4N 6AF, WILL SAY AS  
FOLLOWS:

**1. INTRODUCTION**

- 1.1 I am a Senior Associate at CMS Cameron McKenna Nabarro Olswang LLP ("CMS") and I have  
conduct of these proceedings on behalf of the Claimants.
- 1.2 I make this statement in relation to the steps taken to notify the Defendants of the application  
made on 20 December 2024, the application for summary judgement dated 12 February 2025 and  
the hearing of both applications listed for 27 February 2025.
- 1.3 Unless I state otherwise, the facts in this statement are within my knowledge and true. Where the  
facts are not within my knowledge, they are true to the best of my knowledge and belief and I  
identify the source.

**2. COURT ORDER OF MR JUSTICE RITCHIE DATED 5 FEBRUARY 2025**

- 2.1 Following the hearing on 5 February 2025, Mr Justice Ritchie handed down an order dated 5  
February 2025 (the "**5 February 2025 Order**").



- 2.2 The 5 February 2025 Order contains the following provisions:
- 2.2.1 Paragraph 1(B) - The Claimants are given permission to apply within seven days for summary judgment notwithstanding the Defendants have not filed a Defence, for a final order for an injunction in the like form as granted by Mr Justice Ritchie on 19 January 2024 and for such duration as the Court may determine. Such an application to be heard on and with the application specified in paragraph 1A.
- 2.2.2 Paragraph 2 - Within seven days the Claimants shall give notice of the application dated 20 December 2024 (and of any application for summary judgment) by using the same means as those indicated in the order of 19 January 2024.
- 2.2.3 Paragraph 3 - The Claimants shall give notice of the forthcoming hearing date by using the same means as those indicated in the order of 19 January 2024 as soon as practicable and not later than 3 days prior to the hearing.
- 2.2.4 Paragraph 5 - The Claimants shall give notice of the 5 February 2025 Order as soon as reasonably practicable by using the same means as those indicated in the order of 19 January 2024.

### **3. SERVICE PROVISIONS OF COURT ORDER OF MR JUSTICE RITCHIE DATED 19 JANUARY 2024**

- 3.1 The order of Mr Justice Ritchie dated 19 January 2024 (the “**19 January 2024 Order**”) provided for service by:
- 3.1.1 Putting up a notice at the main entrance to the site notifying of the existence of the order.
- 3.1.2 Putting up notices at least 10 conspicuous locations around the Site notifying of the existence of the order.
- 3.1.3 That notice to confirm that copies of the order and other court documents could be accessed at a dedicated webpage hosted by the Claimants and at physical locations at the Site.
- 3.1.4 By uploading the relevant documents to the dedicated website page created by the Claimants and located at the following URL:  
<https://www.multiplex.global/news/london-injunction-bankside-yards/>.

### **4. NOTIFICATION**

- 4.1 The claimants have complied with the provisions of the 5 February 2025 Order and 19 January 2024 Order as follows:

#### **20 December 2024 Application and 5 February 2025 Order**

- 4.1.1 In accordance with paragraph 2 of the 5 February 2025 Order, the application dated 20 December 2024 was uploaded to the website by 09:50 on 12 February 2025.
- 4.1.2 In accordance with paragraph 5 of the 5 February 2025 Order, the 5 February 2025 Order was uploaded to the website by 09:50 on 12 February 2025.
- 4.1.3 By 12 February 2025 an updated notice was exhibited at the main entrance of the Site and at least 10 conspicuous locations around the Site notifying the existence of both the application dated 20 December 2024 and the 5 February 2025 Order. Please see pages 1 - 5 of exhibit RLB1.

- 4.1.4 Notification of the 20 December 2024 Application and the 5 February 2025 Order was therefore undertaken by 12 February 2025.

**Summary Judgment Application**

- 4.1.5 In accordance with paragraph 1B of the 5 February 2025 Order, on 12 February 2025 an application for summary judgment was filed at court along with the third witness statement of Martin Philip Wilshire dated 12 February 2025 and a draft court order.
- 4.1.6 Notice of the application (and supporting evidence) was uploaded to the website by 13:54 on 13 February 2025.
- 4.1.7 An updated notice was exhibited at the main entrance to the site and at least 10 other conspicuous locations around the Site notifying the existence of the application by 13:54 on 13 February 2025. Please see pages 6 - 18 of exhibit RLB1.
- 4.1.8 Notification of the Summary Judgment Application was therefore undertaken by 13 February 2025.

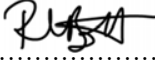
**Notice of hearing**

- 4.1.9 On 18 February 2025 notice of the hearing listed for 27 February 2025 was received from the court.
- 4.1.10 In accordance with paragraph 3 of the 5 February 2025, on 19 February 2025 notice of the hearing was uploaded to the website.
- 4.1.11 An updated notice notifying of the date of the hearing was exhibited at the main entrance to the site and at least 10 other conspicuous locations around the Site on 19 February 2025. Please see pages 19 - 29 of exhibit RLB1.

**STATEMENT OF TRUTH**

I believe that the facts stated within this witness statement are true.

I understand that the proceedings for contempt of court may be brought against anyone who make, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed:  .....

Rachael Louise Bott

Dated: 24 February 2025

On behalf of: First, Second and Third Claimants

Witness: Rachael Louise Bott

No. of Witness Statement: First

Exhibit: RLB1

24 February 2025

Claim No. QB-2020-002702

**IN THE HIGH COURT OF JUSTICE**

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

**Claimants**

**and**

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

**Defendants**

---

**WITNESS STATEMENT OF RACHAEL  
LOUISE BOTT**

---

This is the exhibit marked “**RLB1**” referred to in the witness statement of **Rachael Louise Bott**.

Signed:



Dated: 24 February 2025

# MULTIPLEX CONSTRUCTION EUROPE LTD

## **Important Notice** **High Court of Justice – Claim No QB-2020-002702** **UPDATE 2024/2025**

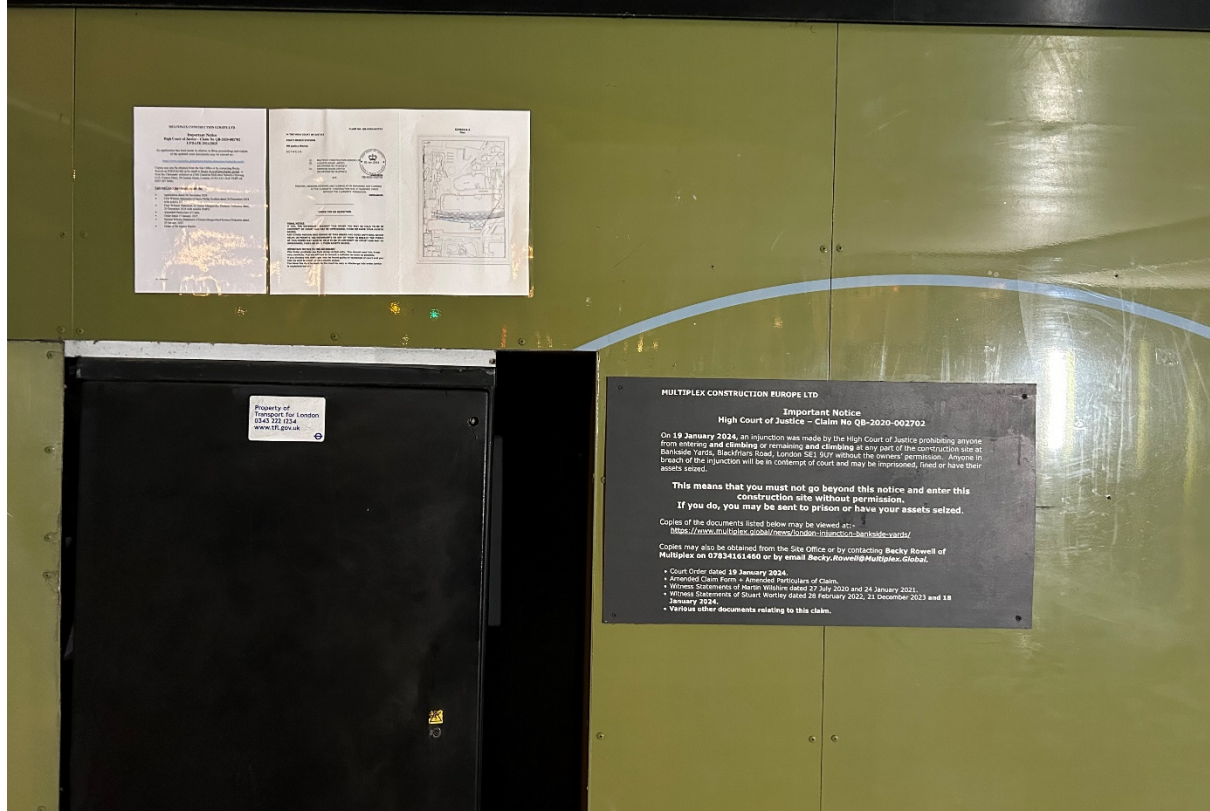
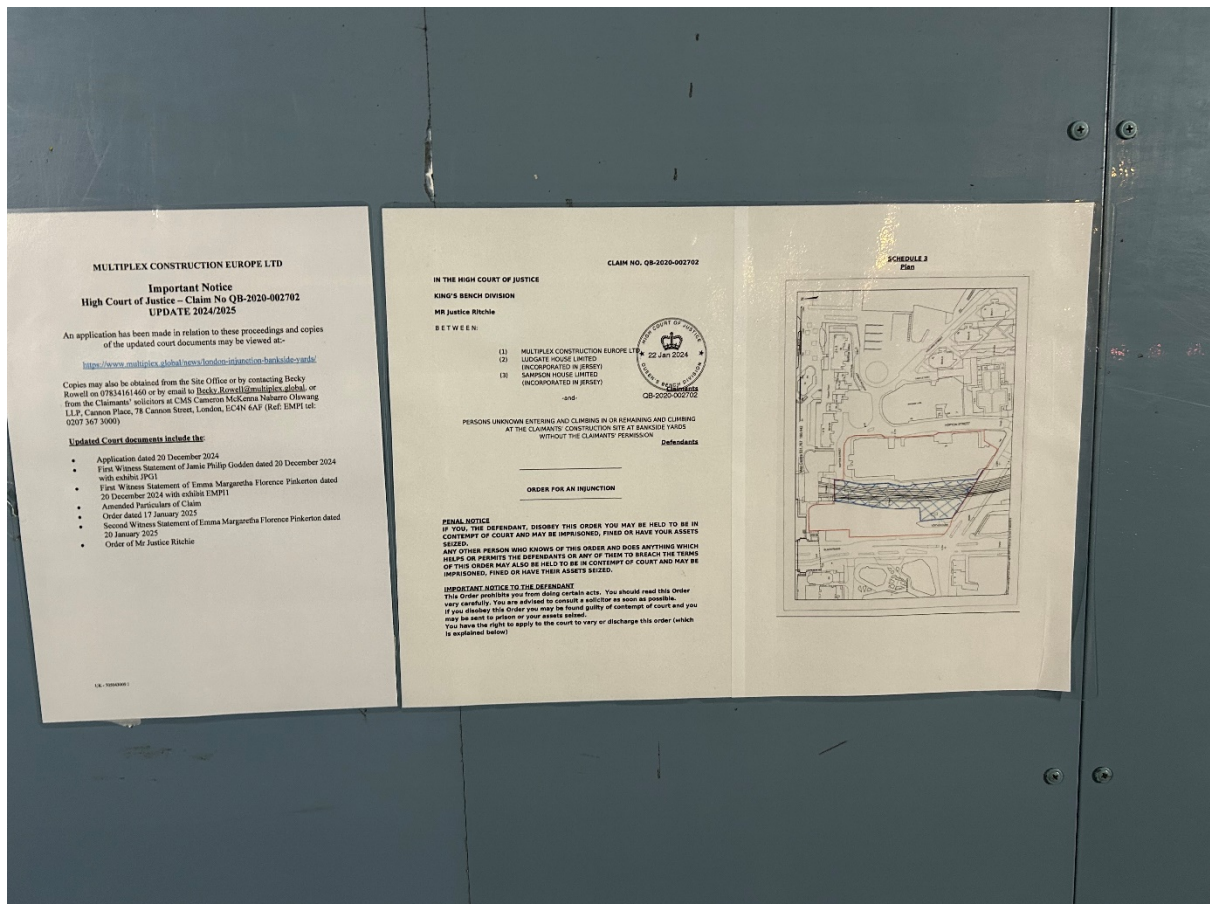
An application has been made in relation to these proceedings and copies of the updated court documents may be viewed at:-

<https://www.multiplex.global/news/london-injunction-bankside-yards/>

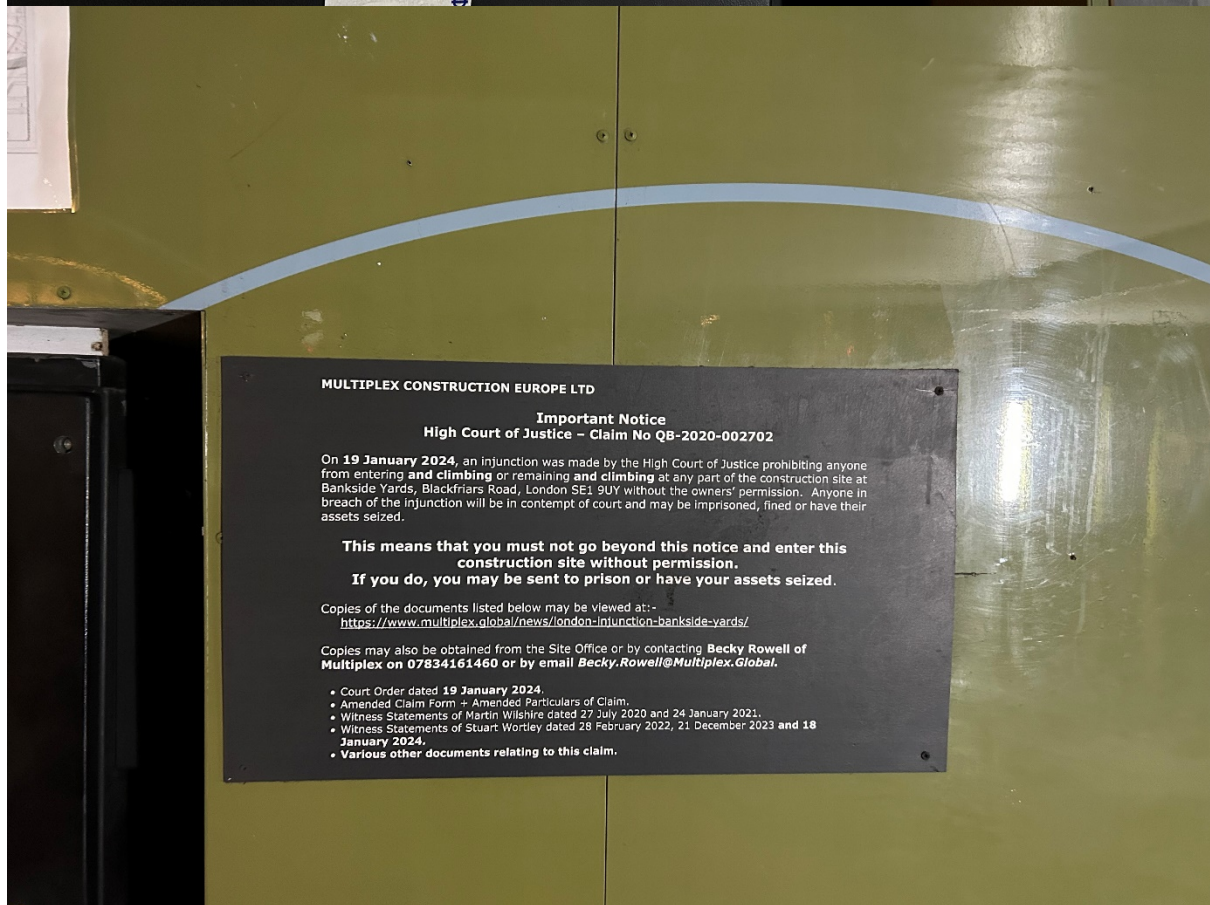
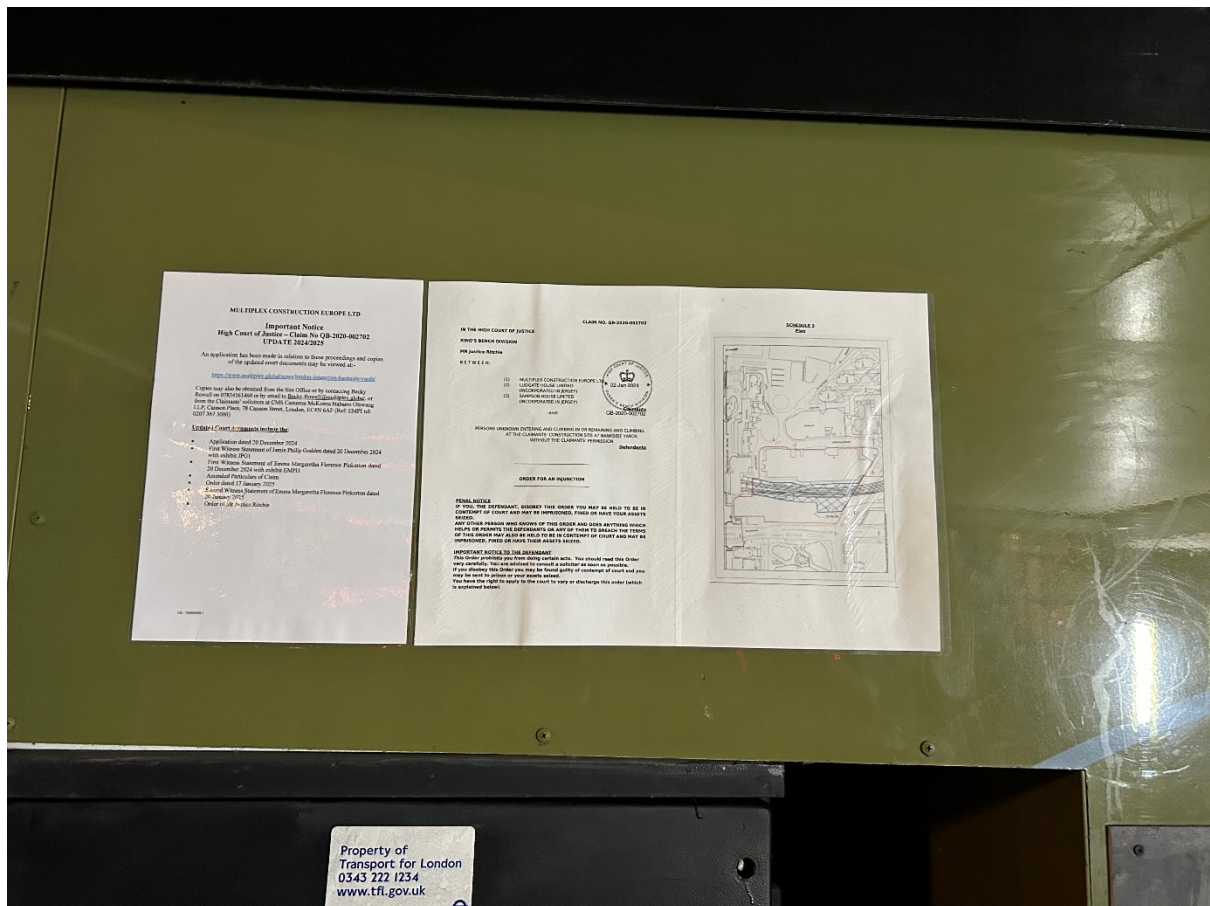
Copies may also be obtained from the Site Office or by contacting Becky Rowell on 07834161460 or by email to [Becky.Rowell@multiplex.global](mailto:Becky.Rowell@multiplex.global), or from the Claimants' solicitors at CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London, EC4N 6AF (Ref: EMPI tel: 0207 367 3000)

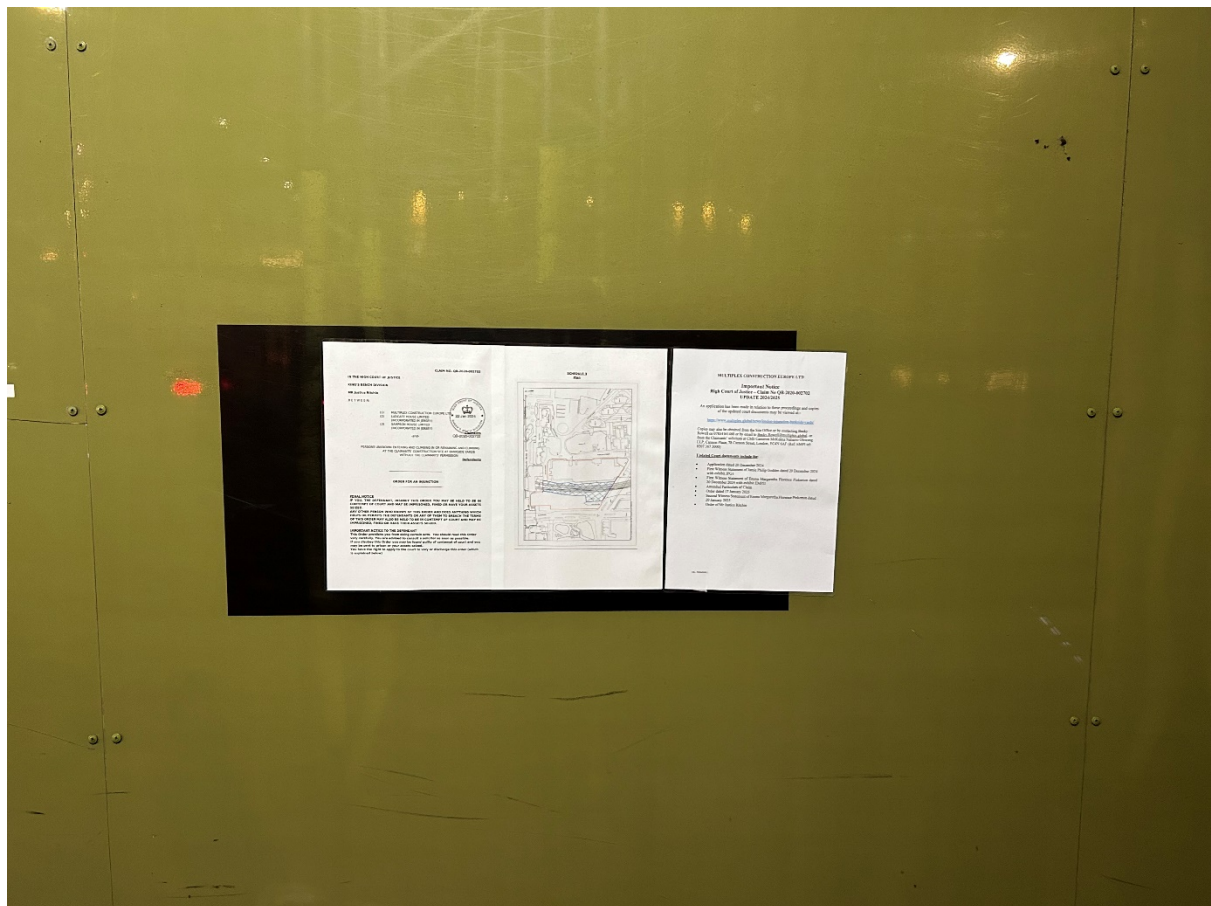
### **Updated Court documents include the:**

- Application dated 20 December 2024
- First Witness Statement of Jamie Philip Godden dated 20 December 2024 with exhibit JPG1
- First Witness Statement of Emma Margaretha Florence Pinkerton dated 20 December 2024 with exhibit EMPI1
- Amended Particulars of Claim
- Order dated 17 January 2025
- Second Witness Statement of Emma Margaretha Florence Pinkerton dated 20 January 2025
- Order of Mr Justice Ritchie













# **MULTIPLEX CONSTRUCTION EUROPE LTD**

## **Important Notice** **High Court of Justice – Claim No QB-2020-002702**

### **UPDATE 12 FEBRUARY 2025**

A further application has been made in relation to these proceedings and copies of the updated court documents may be viewed at:-

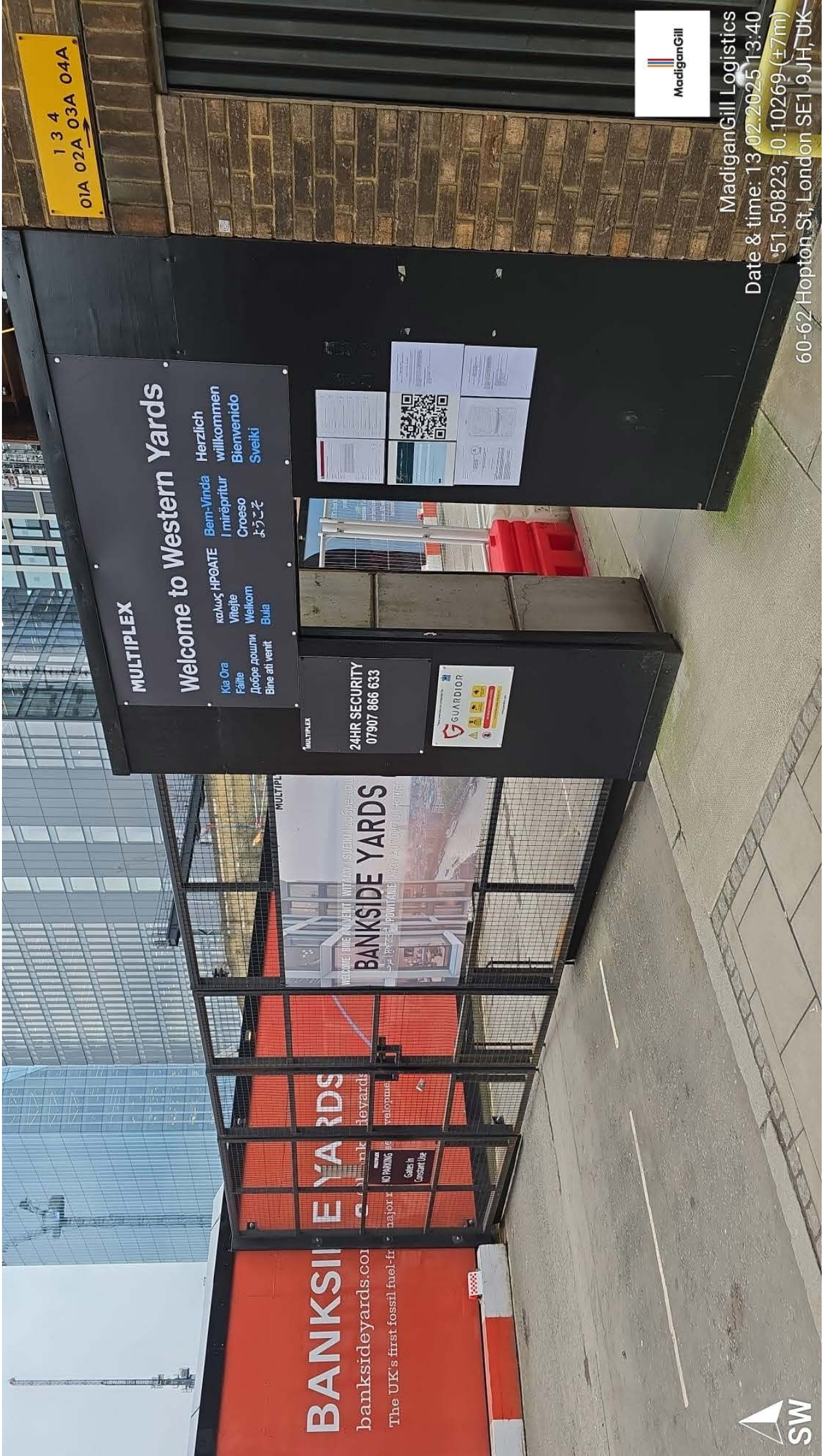
<https://www.multiplex.global/news/london-injunction-bankside-yards/>

Copies may also be obtained from the Site Office or by contacting Becky Rowell on 07834161460 or by email to [Becky.Rowell@multiplex.global](mailto:Becky.Rowell@multiplex.global). or from the Claimants' solicitors at CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London, EC4N 6AF (Ref: EMPI tel: 0207 367 3000)

#### **Updated Court documents include the:**

- Application dated 12 February 2025
- Third Witness Statement of Martin Philip Wilshire dated 12 February 2025 with exhibit MPW3
- Draft Order





MULTIPLEX

Welcome to Western Yards

Καλώς ΗΡΘΑΤΕ  
Vítejte  
Добре дошли  
Bine ati venit  
Kia Ora  
Fållte  
Herzlich willkommen  
Bienvenido  
Sveiki  
Bem-Vinda  
I miráprftur  
Croeso  
ようこそ

MULTIPLEX  
24HR SECURITY  
07907 866 633



MadiganGill Logistics

Date & time: 13.02.2025 13:40

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60-62 Hopton St, London SE1 9JH, UK

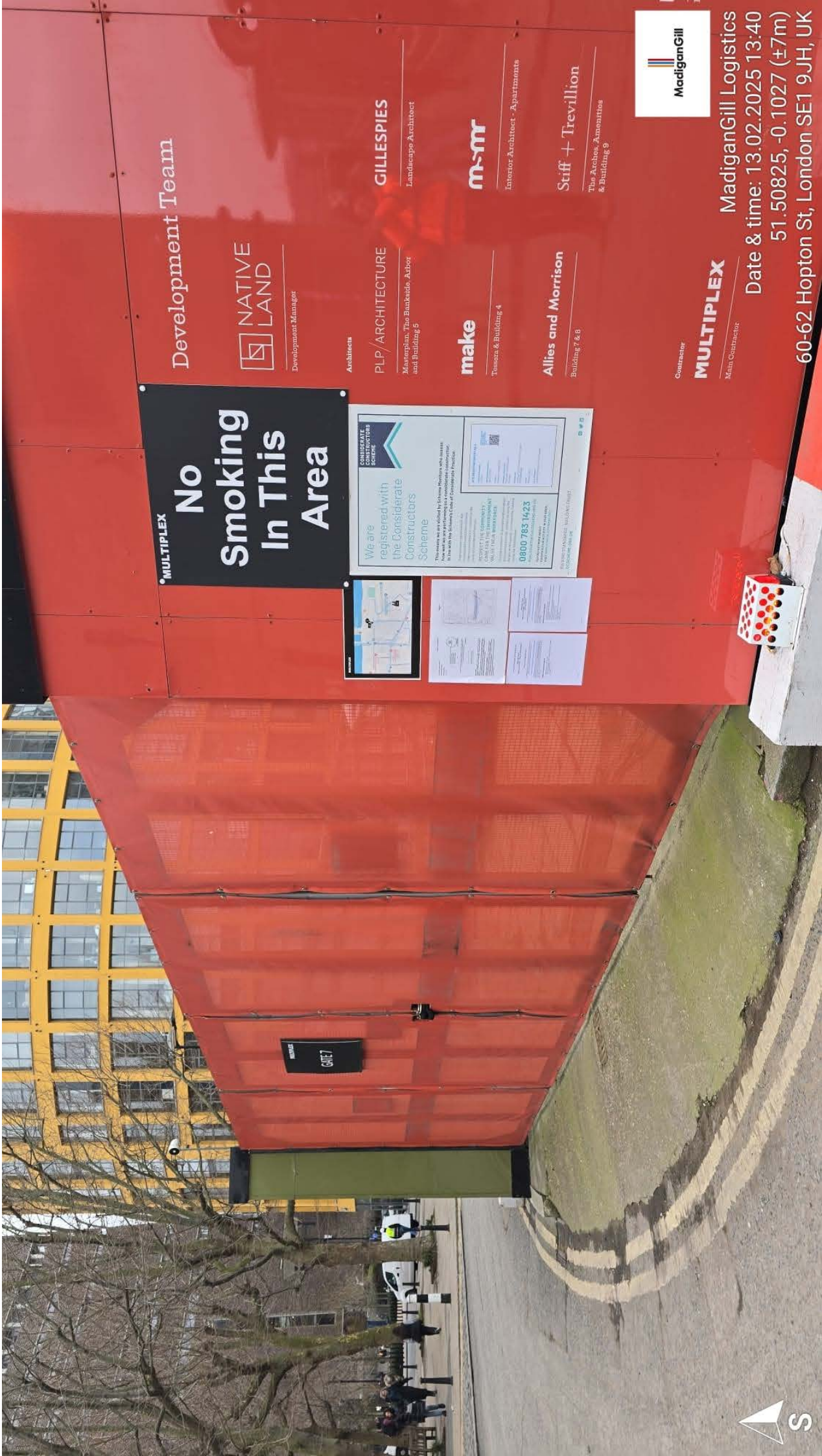
BANKSIDE  
banksideyards.com  
The UK's first fossil fuel-free

YARDS  
developed  
NO PARKING  
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Contact Us

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WELCOME TO WESTERN YARDS  
WELCOME TO WESTERN YARDS  
WELCOME TO WESTERN YARDS







Development Team



Development Manager

Architects

PLP/ARCHITECTURE

Masterplan, The Bankside, Arbor  
and Building 5

GILLESPIES

Landscape Architect

make

Tenors & Building 4

m-mr

Interior Architect - Apartments

Allies and Morrison

Building 7 & 8

Stiff + Trevillion

The Arches, Apartments  
& Building 9

Contractor

**MULTIPLEX**

Main Contractor



MadiganGill Logistics

Date & time: 13.02.2025 13:40

51.50825, -0.1027 ( $\pm 7m$ )

60-62 Hopton St, London SE1 9JH, UK

**No  
Smoking  
In This  
Area**

**MULTIPLEX**

We are registered with the Considerate Constructors Scheme

This scheme was established by the Home Office, who oversee the construction industry, to ensure that all construction projects are carried out in a considerate and responsible manner. It is the responsibility of all construction professionals to ensure that their projects are carried out in a considerate and responsible manner.

0800 783 1423

REGISTERED WITH THE CONSIDERATE CONSTRUCTORS SCHEME

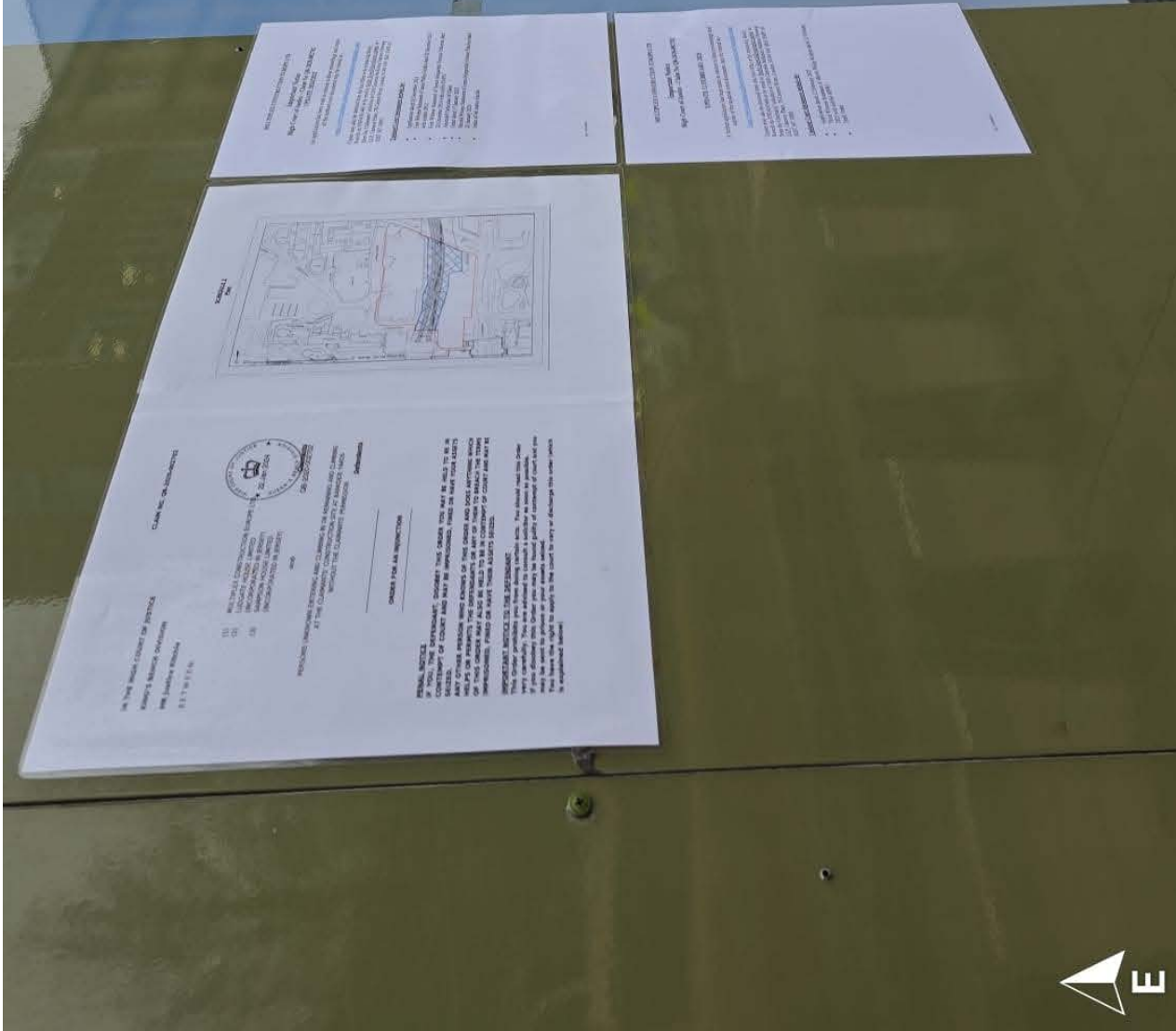
GATE 7







MadiganGill Logistics  
 Date & time: 13.02.2025 13:43  
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 168 A3200, London SE1 0UP, UK



**University of Birmingham**

The first of three mixed-use developments in operation.

Introducing an area of new homes, offices, shops, restaurants, bars, cinema, gym, swimming pool, leisure centre, car park, bus station, cycle paths, pedestrian routes, green spaces, public art, and more.

New York City's largest university campus, a 5-star urban residence with 650,000 sq ft of workspace to the South.

And a new 23-acre green space of new public space with 14 new bus and tramway routes at its centre.

**Important Notice**  
**HIGH COURT OF JUSTICE - CHINA SEE QIN 10-16-002-82**  
PFA FR 2024-2025  
MAY 7 1997 PM 03:00:00 CTS/CLERK'S OFFICE

Important Notice  
High Court of Justice - Chancery  
1999A FR 2024-0021

of the optimal model is presented in Table 1.

of C. elegans, *Caenorhabditis elegans*, and *D. rerio*, *Danio rerio*, are used as model organisms for studying the effects of environmental factors on the development of the nervous system.

[illegible]

Journal of Management Inquiry 22(4) November 2013  
© 2013 Sage Publications  
10.1177/1056492613508811  
jmi.sagepub.com

**Important Notice**  
 301 LITTLETON CONSTRUCTION COMPANY, LTD.  
 1401 Centre of Justice - Chatham, N.S. 08-2822-2027/02

150 DATE, 11 FEBRUARY 2025

are they are obtained from the EPA Office of Environmental Research and Development. We thank Dr. Robert Anderson for his assistance in obtaining the data.

**CEBIS, Wirtschaftsinformatik, Informatik, BWL**

Madiga

e &amp; time: 13.

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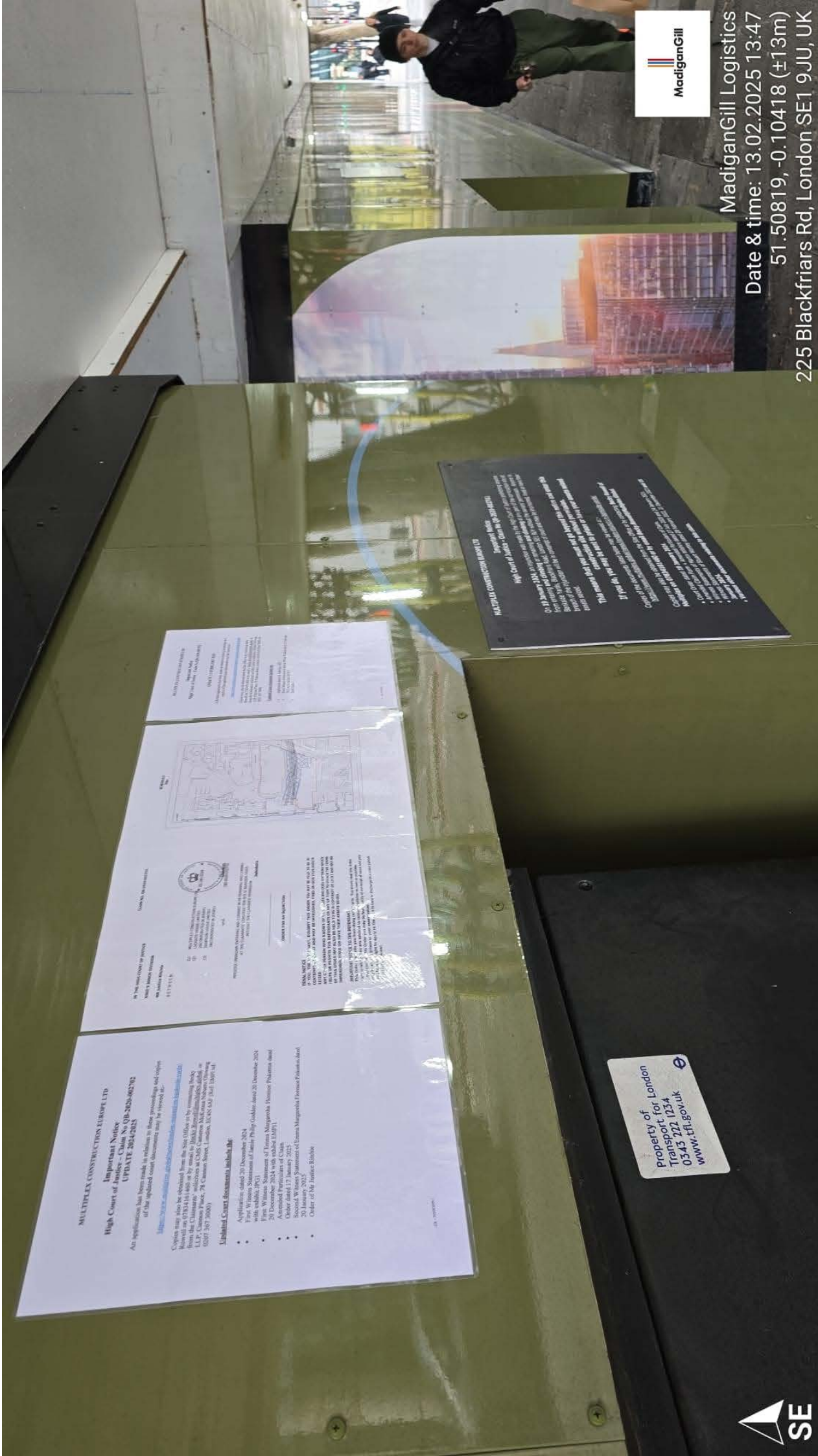
3200, London



MadiganGill

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168 A3200, London SE1 0UP, UK





Property of  
Transport for London  
Transport 1234  
0343 722 1234  
www.tfl.gov.uk

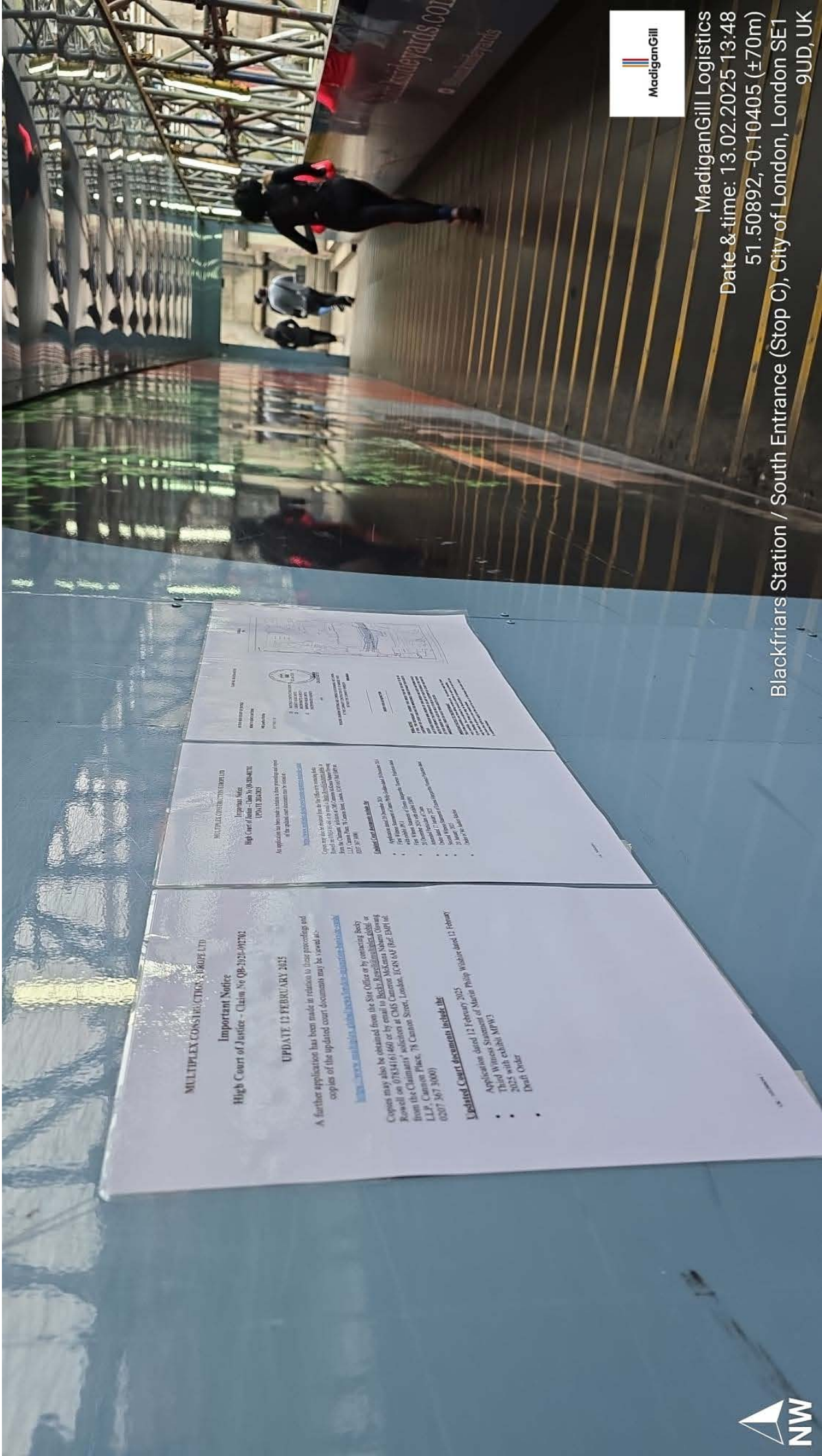


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9UD, UK

**MULTIPLEX CONSTRUCTION PROJECT LTD**

**Important Notice**

High Court of Justice - Claim No Q8-23-00230

UPDATE 13 FEBRUARY 2025

A further application has been made in relation to these proceedings and copies of the updated court documents may be viewed at:

<https://www.madigan-gill.com/updates/important-notice-13-february-2025>

Copies may also be obtained from the Site Office or by contacting Bost Rowell on 07834161460 or by email to [bost@bostrowell.co.uk](mailto:bost@bostrowell.co.uk) or from the Claimants' solicitors at CMS Cameron McKenna Nabarro Fennell LLP, Cannon Place, 78 Cannon Street, London, EC4N 6AF (Ref: 2001460207/367/3000)

**Updated Court documents include the:**

- Application dated 12 February 2025
- Third Witness Statement of Martin Philip
- 2025 with exhibit MPW3
- Draft Order

**MULTIPLEX CONSTRUCTION PROJECT LTD**

**Important Notice**

High Court of Justice - Claim No Q8-23-00230

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**Updated Court documents include the:**

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- 2025 with exhibit MPW3
- Draft Order

**MULTIPLEX CONSTRUCTION PROJECT LTD**

**Important Notice**

High Court of Justice - Claim No Q8-23-00230

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**Updated Court documents include the:**

- Application dated 12 February 2025
- Third Witness Statement of Martin Philip
- 2025 with exhibit MPW3
- Draft Order



MULTIPLEX

WESTERN  
YARDS

BUILDING 2  
DELIVERIES

# GATE 6A

# MULTIPLIX

# DRIVERS RU RESPONSIBLE

- > PLEASE TURN OFF YOUR ENGINE
- > INFORM THE COMPANY OFFICER
- > NO SITE CONTACT - NO DECONTAMINATION
- > ONLY EXIT VEHICLE IF YOU HAVE THE CORRECT PPE
- > IF YOU ARE USING THE VEHICLE, YOU MUST HAVE THE CERTIFICATES

 MadiganGill

➤ **NO SPEEDING ON SITE**  
Date & time: 13.02.2025 13:45  
51.50783, -0.1026 (±7m)  
➤ **55 FIVE ST LONDON SE1 9JR, UK**

These premises















A photograph of a building facade with a large glass window. The window displays a legal notice from MULTIPLEX CONSTRUCTION EUROPE LTD, dated 12 FEBRUARY 2025, regarding a court judgment. The notice includes a QR code and a list of documents. The building has a red sign for "24HR SECURITY" and a white sign for "GUARDIOR".

# MULTIPLEX CONSTRUCTION EUROPE LTD

## **Important Notice** **High Court of Justice – Claim No QB-2020-002702**

### **UPDATE 18 FEBRUARY 2025**

The hearing of the Application dated 20 December 2024 and Summary Judgment Application dated 12 February 2025 has been listed for a hearing on **27 February 2025** with a time estimate of 2 hours, thirty minutes.

For final confirmation of the listing details in regards to the Judge, Court Room and Start Time, please check the King’s Bench - Daily Cause List after 3pm on the preceding working day.

The website for this is: <https://www.gov.uk/government/publications/royal-courts-of-justice-cause-list>

Note there is a typographical error in the Notice of Hearing which erroneously refers to the “Defendant’s Application, dated 12/02/25” rather than the “*Claimant’s* Application, dated 12/02/25”.

Copies of the relevant court documents may be viewed at:-

<https://www.multiplex.global/news/london-injunction-bankside-yards/>

Copies may also be obtained from the Site Office or by contacting Becky Rowell on 07834161460 or by email to [Becky.Rowell@multiplex.global](mailto:Becky.Rowell@multiplex.global). or from the Claimants’ solicitors at CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London, EC4N 6AF (Ref: EMPI tel: 0207 367 3000).

### **Updated Court documents include the:**

- Notice of Hearing
- Sealed Application dated 12 February 2025



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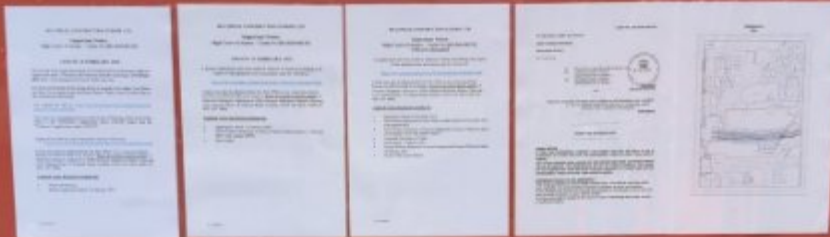


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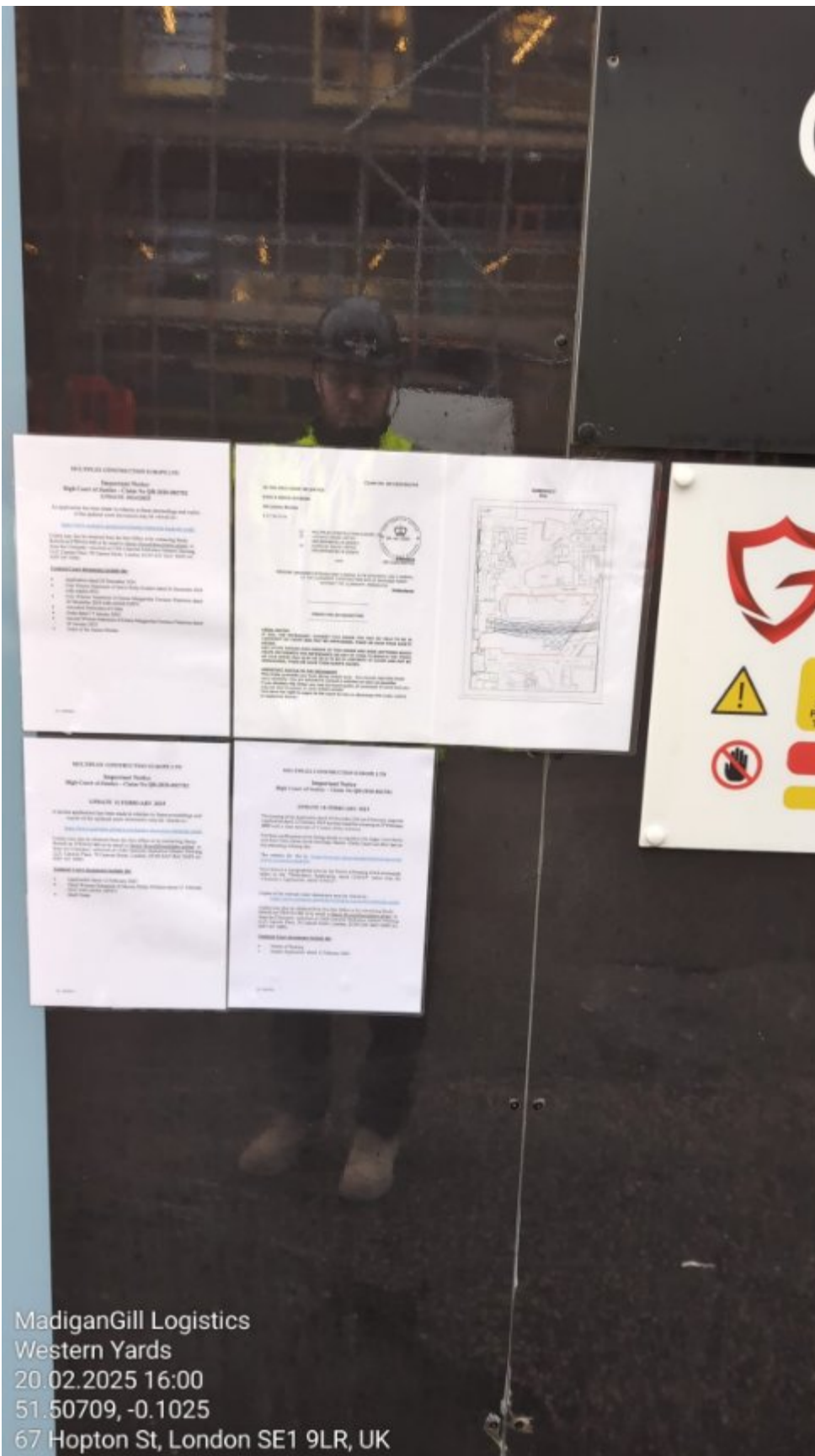
# GATE 6A

MULTIPLEX  
WESTERN  
YARDS  
BUILDING 2  
DELIVERIES

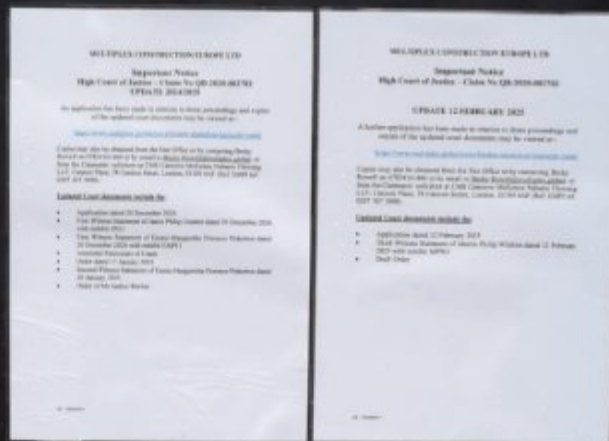


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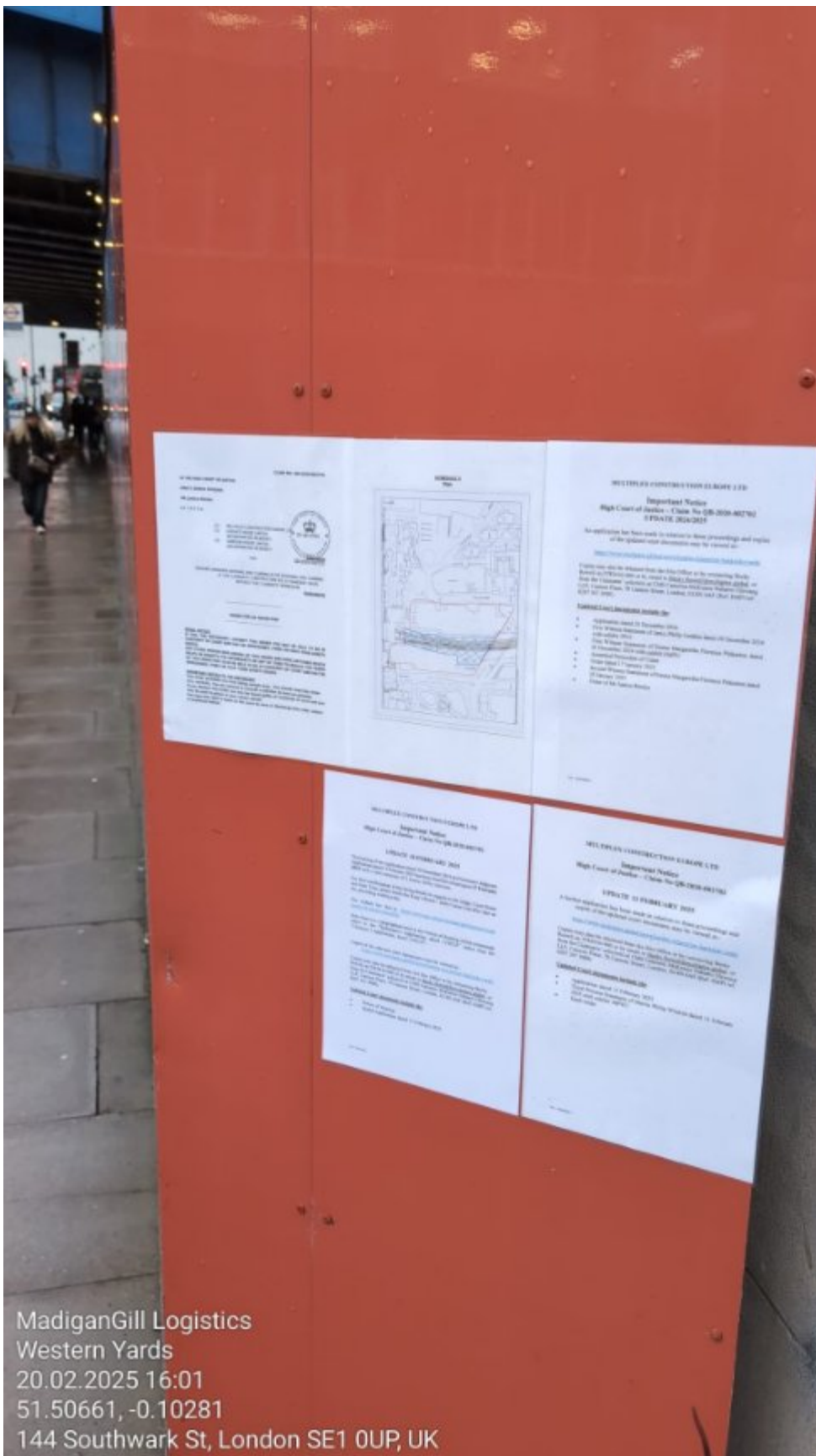




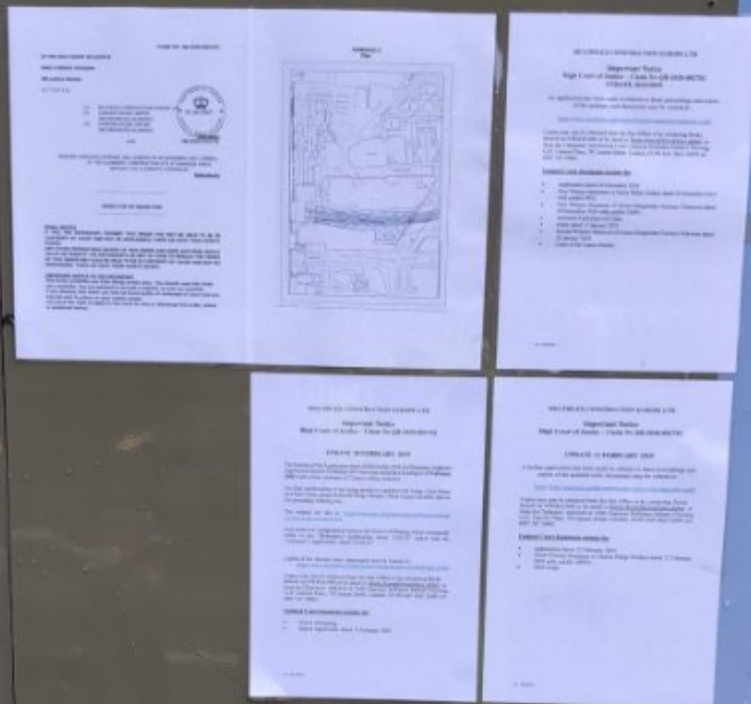
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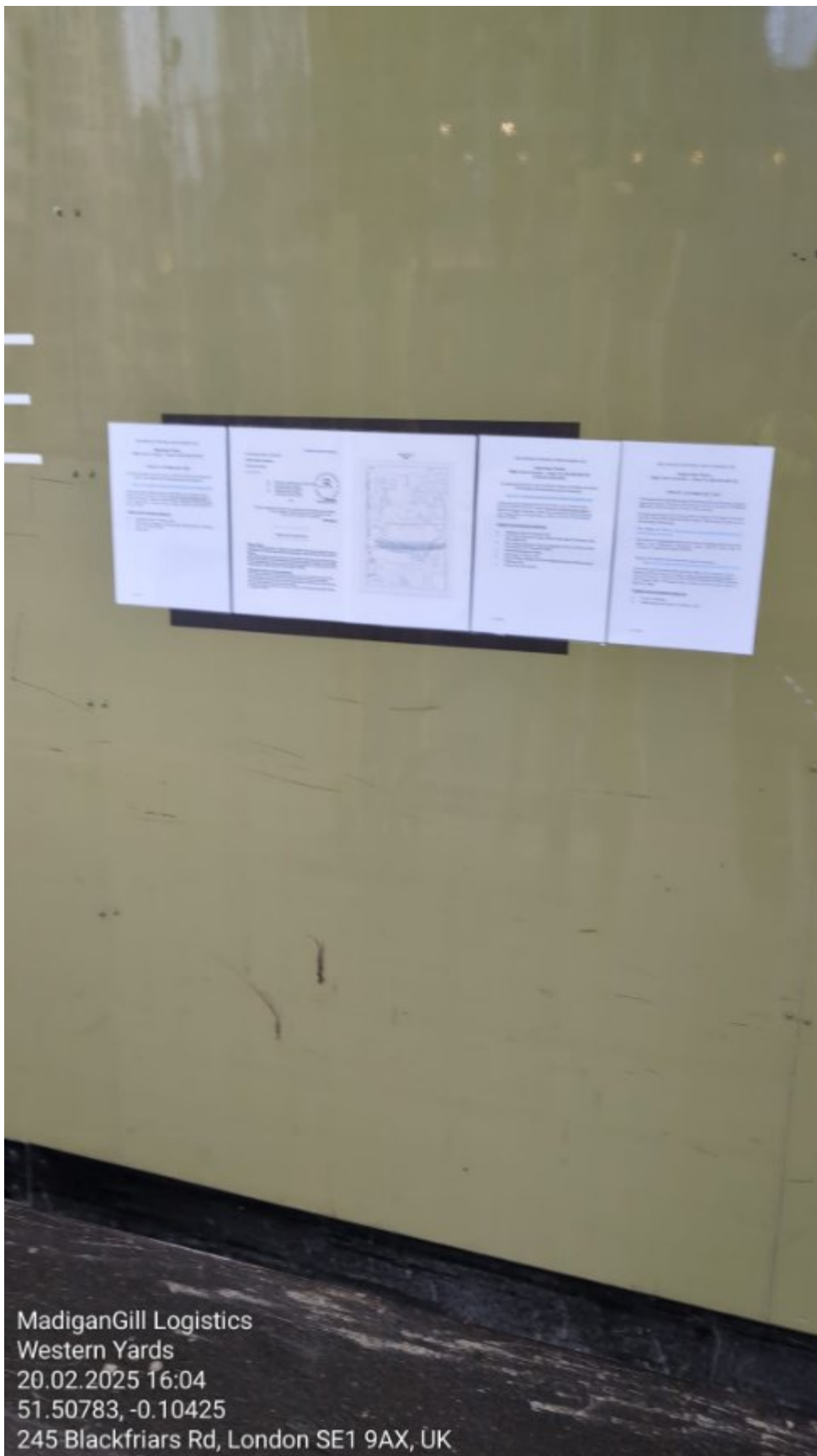
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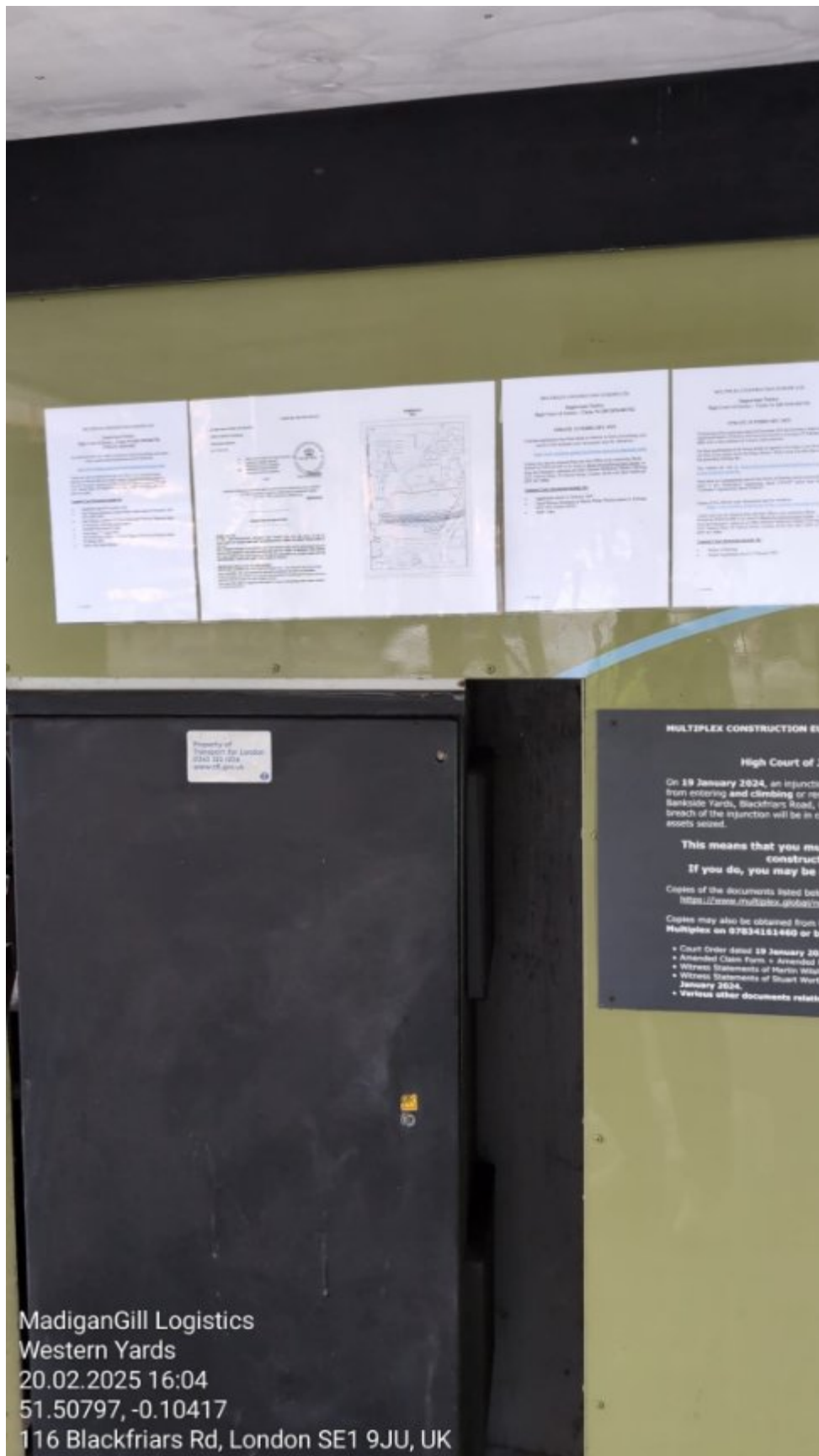


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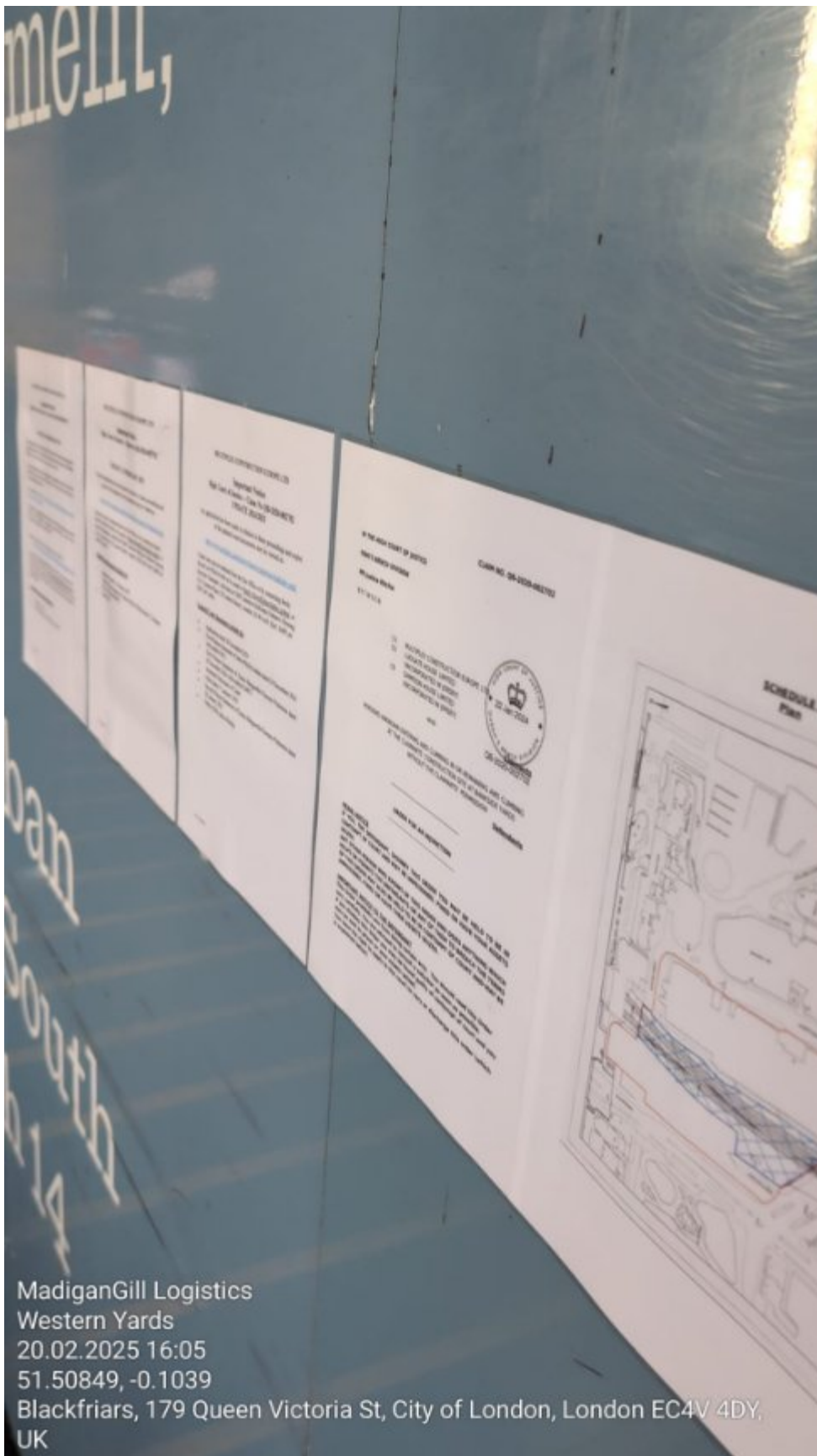


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245 Blackfriars Rd, London SE1 9AX, UK





MadiganGill Logistics  
Western Yards  
20.02.2025 16:04  
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116 Blackfriars Rd, London SE1 9JU, UK



MadiganGill Logistics  
Western Yards  
20.02.2025 16:05  
51.50849, -0.1039  
Blackfriars, 179 Queen Victoria St, City of London, London EC4V 4DY,  
UK

# Application notice

For help in completing this form please read the notes for guidance form N244Notes.

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

<b>Name of court</b> Royal Court of Justice  Queen's Bench Division		<b>Claim no.</b>  
<b>Fee account no.</b> (if applicable)	<b>Help with Fees – Ref. no.</b> (if applicable)	
<b>PBA0087211</b>	<b>H W F</b> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>	
<b>Warrant no.</b> (if applicable)		
<b>Claimant's name</b> (including ref.) (1) Multiplex Construction Europe Limited (2) Ludgate House Limited (incorporated in Jersey) SSW.JB./335158.000006		
<b>Defendant's name</b> (including ref.) Persons Unknown entering or remaining at the Claimants' property as more particularly identified in the schedule to the Particulars of Claim without the Claimants' permission and digging or ascending buildings, structures or equipment at the premises.		
<b>Date</b>		

1. What is your name or, if you are a legal representative, the name of your firm?

Eversheds Sutherland (International) LLP

2. Are you a ☐ Claimant ☐ Defendant ☒ Legal Representative
- ☐ Other (please specify)

If you are a legal representative whom do you represent?

Claimants

3. What order are you asking the court to make and why?

(1) An injunction to restrain the Defendants from trespassing on the Claimants' property.

(2) An order for alternative service of the proceedings and the order.

4. Have you attached a draft of the order you are applying for? ☒ Yes ☐ No
5. How do you want to have this application dealt with? ☒ at a hearing ☐ without a hearing
- ☐ at a telephone hearing
6. How long do you think the hearing will last?  1 Hours  Minutes
- Is this time estimate agreed by all parties? ☐ Yes ☐ No
7. Give details of any fixed trial date or period
8. What level of Judge does your hearing need?  High Court Judge



9. Who should be served with this application?

See para (9) of the draft Order

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

N/A

10. What information will you be relying on, in support of your application?

- ☒ the attached witness statement
- ☒ the statement of case
- ☐ the evidence set out in the box below

If necessary, please continue on a separate sheet.

### Statement of Truth

The applicant believes that the facts stated in this section (and any continuation sheets) are true.

Signed \_\_\_\_\_ Dated \_\_\_\_\_  
Applicant's legal representative

Full name Stuart Shebrooke Wortley

Name of applicant's legal representative's firm Eversheds Sutherland (International) LLP

Position or office held Partner  
(if signing on behalf of firm or company)

11. Signature and address details

Signed  Dated 27 July 2020  
Applicant's legal representative

Position or office held Partner  
(if signing on behalf of firm or company)



Applicant's address to which documents about this application should be sent

Eversheds Sutherland (Intl) LLP	
One Wood Street	
London	
Postcode	E C 2 V 7 W S

If applicable	
Phone no.	020 7497 9797
Fax no.	020 7919 4919
DX no.	DX 154280 Cheapside 8
Ref no.	SSW.JB./335158.000006

E-mail address	stuartwortley@eversheds-sutherland.com
----------------	--

IN THE HIGH COURT OF JUSTICE  
QUEEN'S BENCH DIVISION

CLAIM NO:

B E T W E E N:

(1) MULTIPLEX CONSTRUCTION EUROPE LTD

First Claimant

(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)

Second Claimant

and

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

Defendants

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**PARTICULARS OF CLAIM**

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**The Premises**

1. This is a Claim for an injunction to prevent the Defendants from trespassing on the construction site owned by the Second Claimant known Blackfriars Road, London SE1 9UY as shown edged red on the plan at Schedule 1 ("Bankside Yards").

**The Claimants' Interests**

2. The registered title to Bankside Yards is comprised in the registered titles which are vested in the Second Claimant and set out in the following table:-

Ludgate House 245 Blackfriars Road London SE1 9UY	Freehold	TGL62703
Invicta Plaza - airspace and pillars	Leasehold	TGL541676

3. By an early works agreement dated 30 January 2020, the Second Claimant appointed the First Claimant to undertake major construction works on Bankside Yards. Pursuant to the

terms of this appointment, with effect from 3 August 2020, the First Claimant will occupy Bankside Yards and will be responsible, amongst other things, for site safety and security.

### **Urban Exploring**

4. The Defendants are so called “urban explorers” who trespass on high rise buildings and construction sites and upload photographs and / or video recordings of their exploits to the internet for the entertainment of their subscribers or followers on social media.
5. The method by which urban explorers climb buildings under construction can be via the cranes on the site or by the use of concrete structures (unfinished stairwells) or construction lifts or hoists.
6. These activities pose serious risks to: (1) those involved; (2) construction workers below should they fall; (3) security staff; and (4) the emergency services. A trespasser on a construction site at Canary Wharf died on either 1 or 2 January 2018 and another trespasser fell off the scaffolding at a residential block at Waterloo in September 2019. Further details are provided in the witness statement of Martin Wilshire, Health and Safety Director at Multiplex Construction Europe Limited, which accompanies these Particulars of Claim.

### **The Defendants**

7. Unknown individuals have undertaken reconnaissance or attempted to trespass upon the Bankside Yards construction site. Further details are provided in the witness statement of Mr Wilshire.
8. For the reasons given by Mr Wilshire in his witness statement, the Claimants believe that there is a real and significant risk that the Defendants will enter Bankside Yards (or attempt to do so) unless restrained from doing so by the Court.
9. There is no arguable right for the Defendants to be present on Bankside Yards.
10. Any attempts to access Bankside Yards will therefore constitute a trespass for which damages will not be an adequate remedy. The Claimants’ concern is that any such trespass has the potential to cause very serious harm to the Defendants, construction workers and

those who are responsible for the safety and security of the Properties including the emergency services.

**AND THE FIRST AND SECOND CLAIMANTS CLAIM;**

11. An injunction against the Defendants retraining them from trespassing on Bankside Yards as shown on the Plan at Schedule 1;
12. Costs; and
13. Further or other relief.

The Claimants believe that the facts stated in these Particulars of Claim are true.

I am authorised to sign this Statement of Truth on behalf of the Claimants.

28 July 2020



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Stuart Sherbrooke Wortley  
Partner, Eversheds Sutherland (International) LLP



IN THE HIGH COURT OF JUSTICE

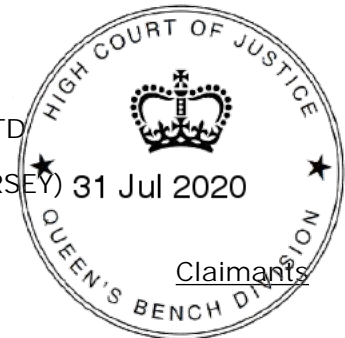
QUEEN'S BENCH DIVISION

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

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ORDER FOR AN INJUNCTION

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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".

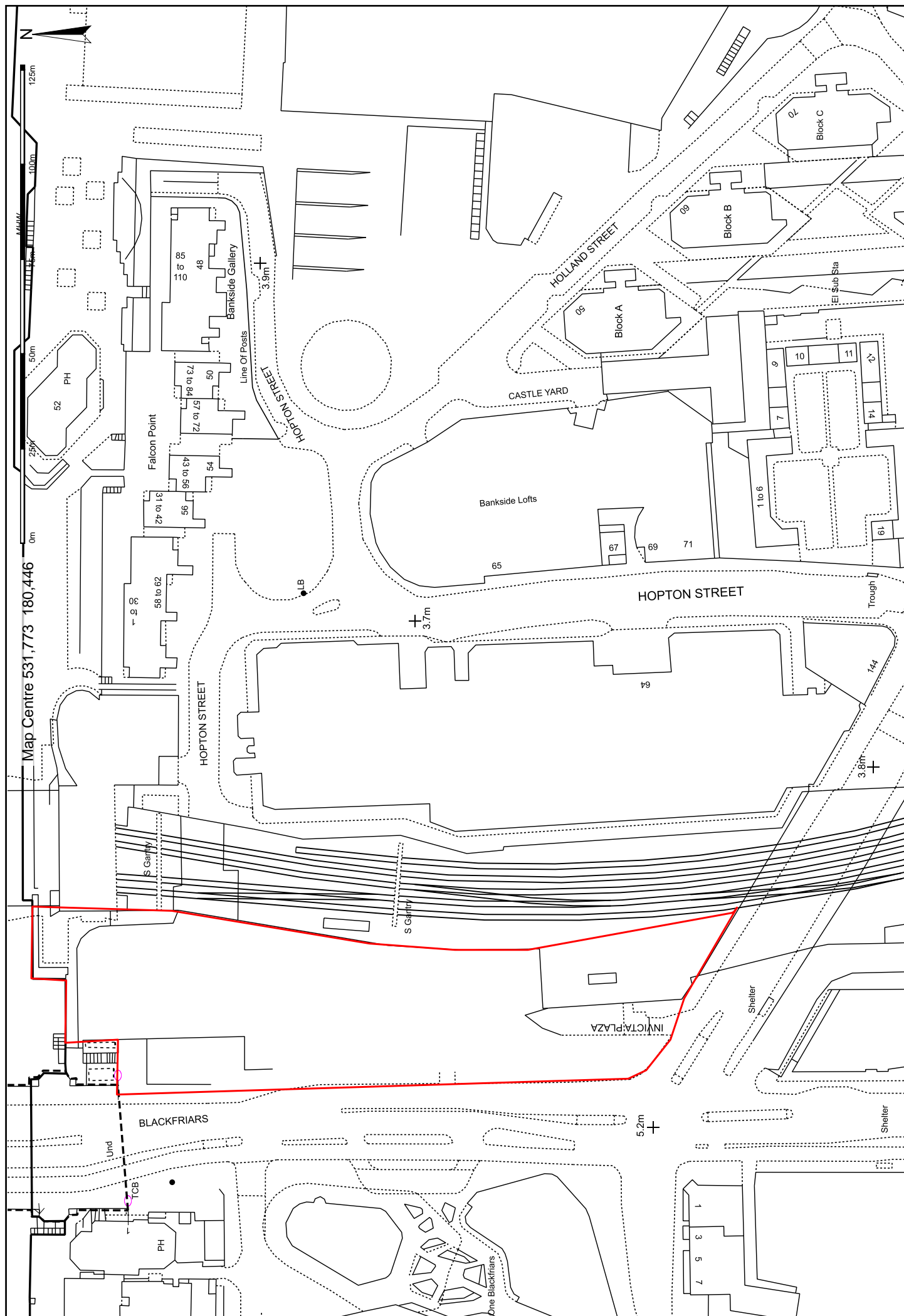
## SCHEDULE 2

### 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



Map Centre 531,773 180,446

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)

-and-



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

Defendants

---

ORDER FOR AN INJUNCTION

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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: -

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

(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

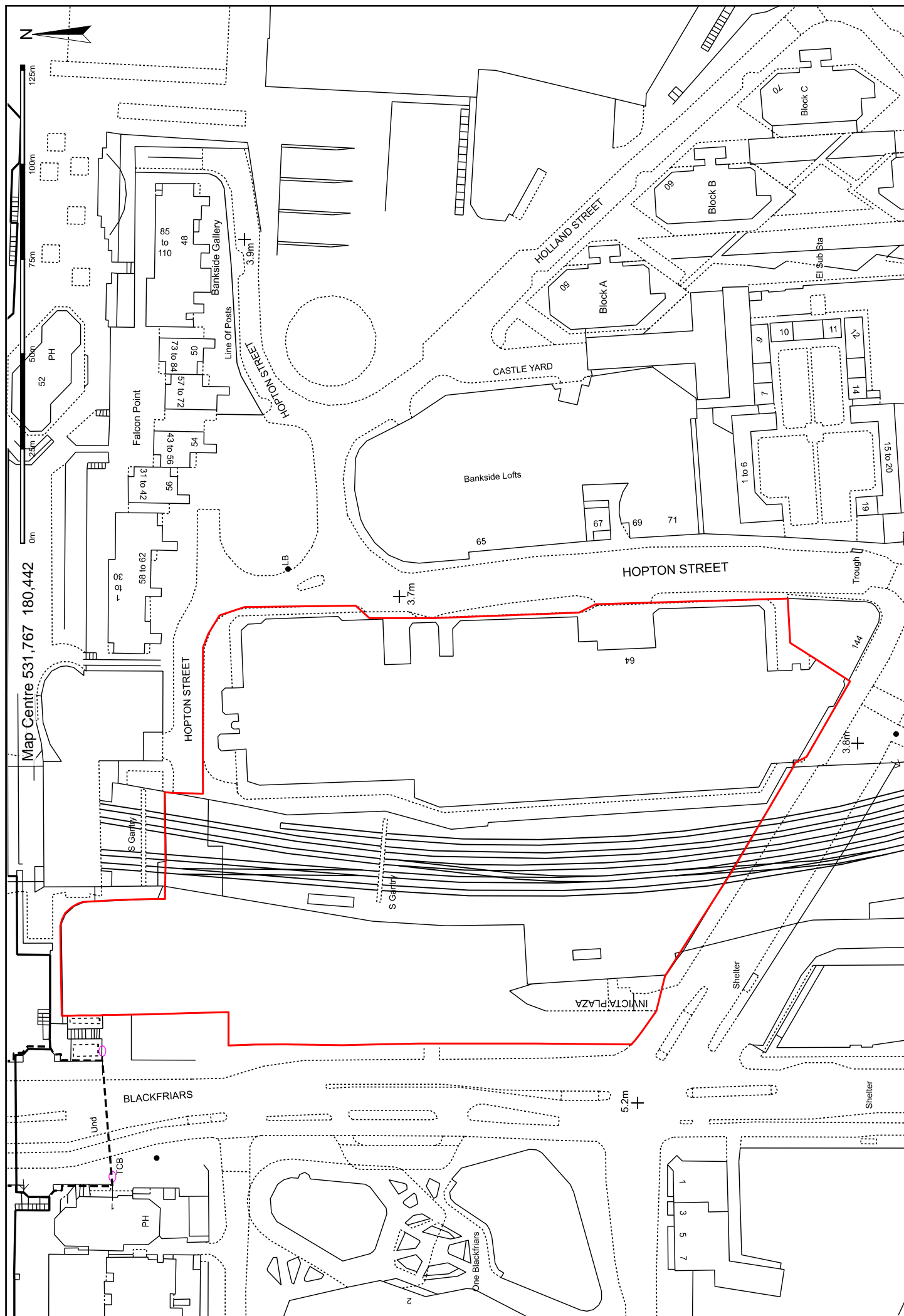
### Undertakings given to the Court by the Claimants

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

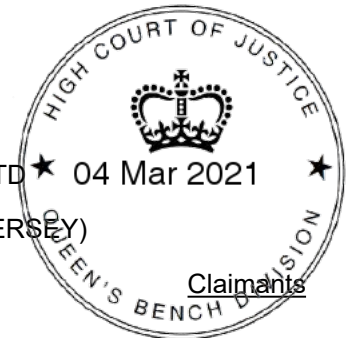
Before: Mr Justice Stewart

4<sup>th</sup> March 2021

B E T W E E N:

(1) MULTIPLEX CONSTRUCTION EUROPE LTD ★ 04 Mar 2021 ★  
(2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)

-and-



QB-2020-002702

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

Defendants

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ORDER FOR AN INJUNCTION

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**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".

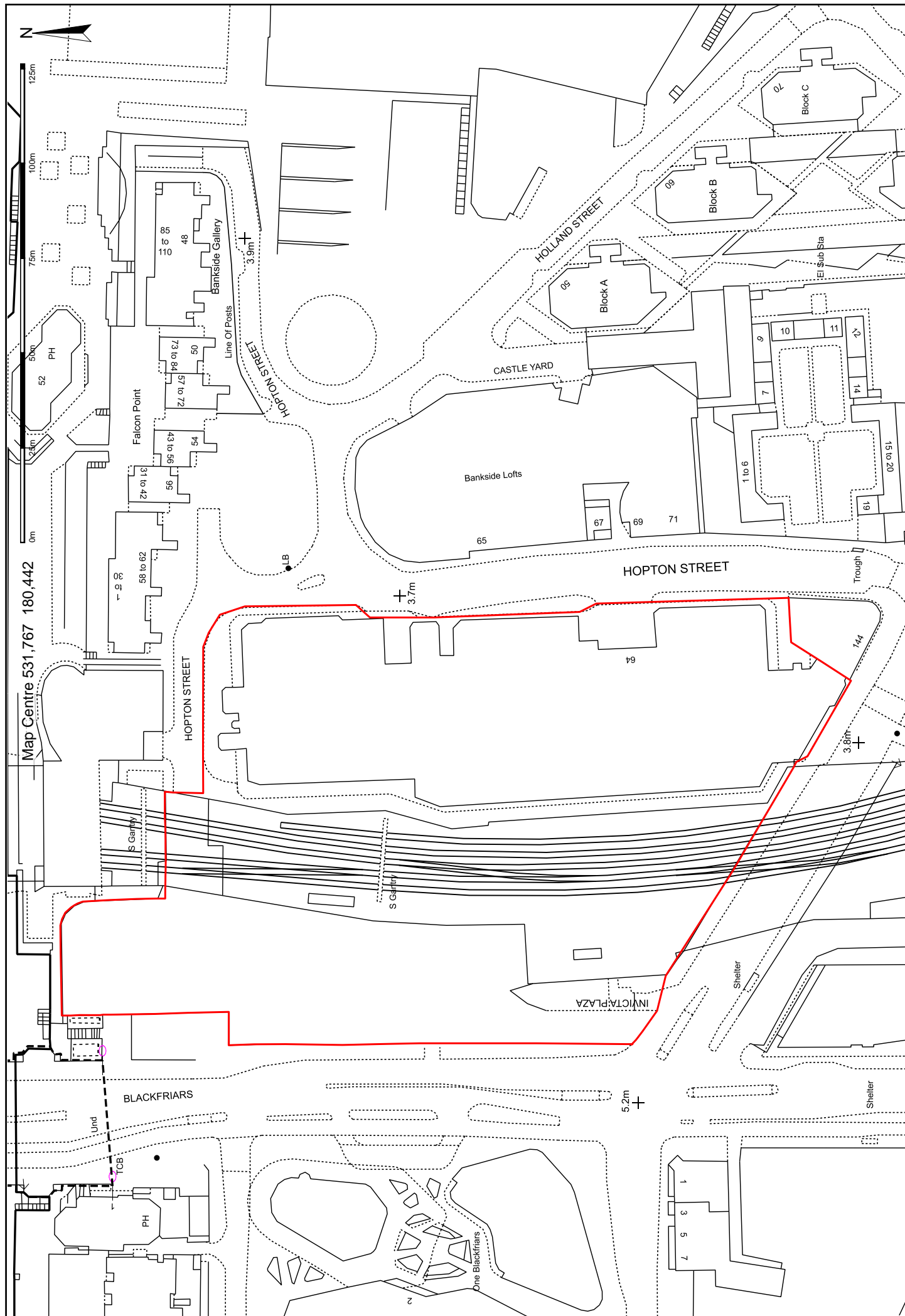
## **SCHEDULE 2**

### **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**





IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

Before : MR JUSTICE WILLIAM DAVIS

20 July 2021

B E T W E E N:

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

-and-



QB-2020-002702  
Claimants

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

Defendants

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ORDER FOR AN INJUNCTION

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PENAL NOTICE

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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 19 July 2021 for an extension to the existing interim injunction dated 6 May 2021

AND UPON THE COURT having regard to the Interim injunction Order of Mr. Justice Soole dated 31 July 2020, the Interim injunction Order of Mr. Justice Bourne dated 26 January 2021, the Interim injunction Order of Mr. Justice Stewart dated 4 March 2021 and the Interim injunction Order of Mrs Justice Eady dated 6 May 2021

AND UPON THE COURT being aware that the question of injunctions against Persons Unknown is the subject of further consideration by the Court of Appeal following the decision of Mr. Justice Nicklin handed down on 12 May 2021 in *London Borough of Barking and Dagenham v Persons Unknown [2021] EWHC 1201 (QB)*.

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 Mrs. Justice Eady dated 6 May 2021 be extended until 4pm on 14 January 2022, 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 (8) and (9) below and personal service of the order is dispensed with.
- (7) The Claimant shall post notice of the existence of this Order by 4pm, 30 July 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, the Interim Order dated 4 March 2021, the Interim Order dated 6 May 2021, this Order, the Claim Form, the Claimants' application notices dated 28 July 2020, 25 January 2021, 2 March 2021 and 4 May 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, Mr. Justice Bourne dated 26 January 2021, Mr. Justice Stewart dated 4 March 2021, Mrs Justice Eady dated 6 May 2021, the Claim Form, the Particulars of Claim, the Claimants' application notices dated 27 July 2020, 25 January 2021, 2 March 2021, 4 May 2021, 19 July 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 Claimants' 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)

Signed William Davis J

Dated: 20 July 2021

## 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".

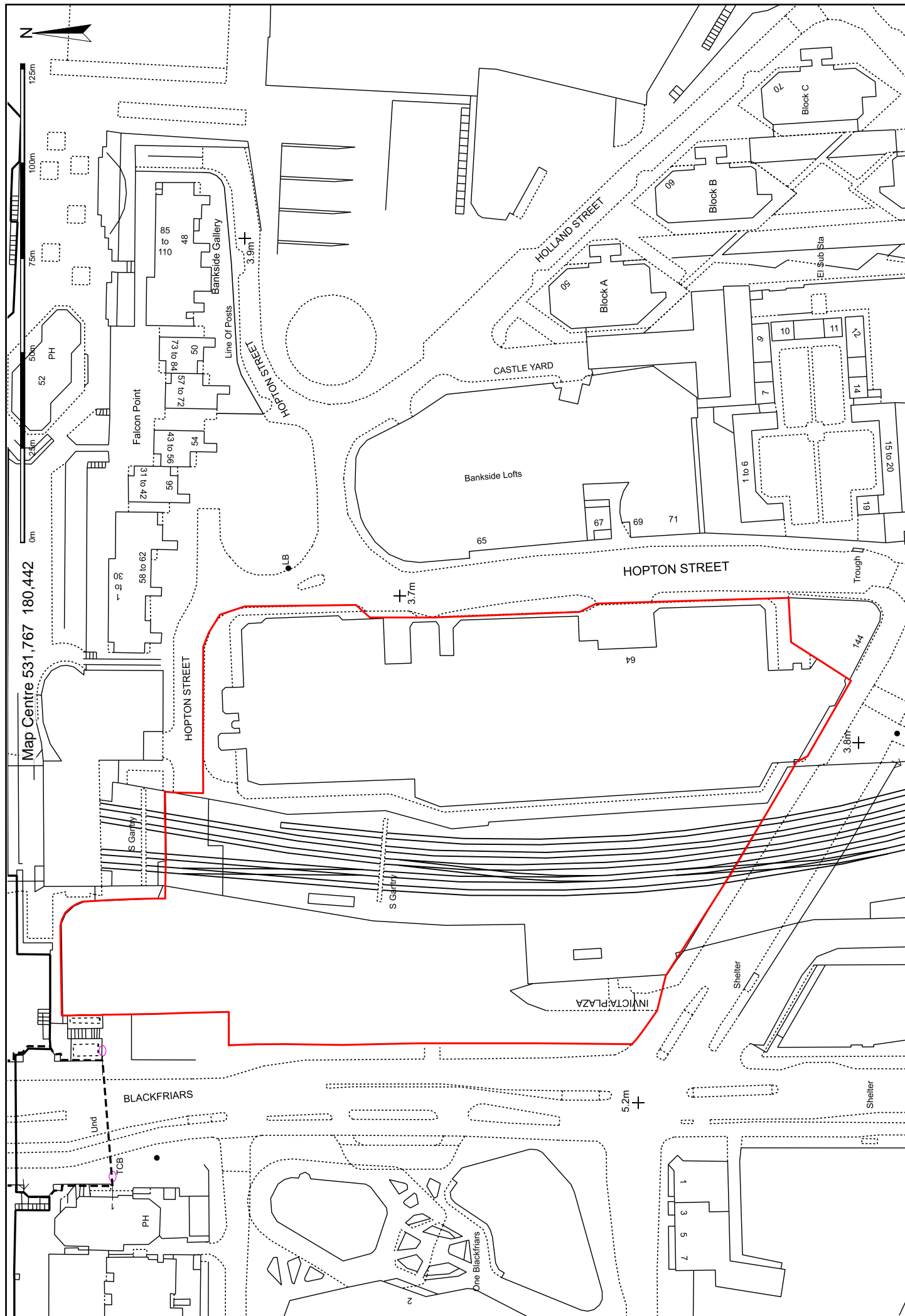
## SCHEDULE 2

### 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



Map Centre 531,767 180,442

**IN THE HIGH COURT OF JUSTICE  
QUEEN'S BENCH DIVISION**

**Claim No.: QB-2020-002702**

**Master Dagnall**

Tuesday 26<sup>th</sup> Day of October 2021

**BETWEEN**

1. Multiplex Construction Europe Limited
2. Ludgate House Limited
3. Sampson House Limited (Incorporated In Jersey)



**- and -**

Persons Unknown  
Entering In or Remaining At The Claimants'  
Construction Site at Bankside Yards Without The  
Claimants' Permission

**Defendant**

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**ORDER**

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UPON the Claimants' application dated 18 August 2021

**IT IS ORDERED THAT:**

- (1) Sampson House Limited be joined as the Third Claimant to these proceedings.
- (2) The Claimants do have permission to amend the Particulars of Claim in accordance with the draft attached to the said application.



## **SERVICE OF THIS ORDER**

- (3) Service of this this Order may be effected in the manner set out in paragraphs (4) and (5) below and personal service of the order is dispensed with.
- (4) The Claimant shall post notice of this Order by 4pm, 5 November 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.
- (5) The said notice shall include a statement that copies of the Interim Order dated 31 July 2020, the Interim Order dated 26 January 2021, the Interim Order dated 4 March 2021, the Interim Order dated 6 May 2021, the Interim Order dated 20 July 2021, this Order, the Amended Claim Form, the Amended Particulars of Claim, the Claimants' application notices dated 28 July 2020, 25 January 2021, 2 March 2021, 4 May 2021 and 18 August 2021 and the Witness Statements of Martin Wilshire dated 27 July 2020 and 25 January 2021 may be viewed:
- i. at a website the URL of which is specified in the notice;
  - ii. 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.
- (6) Pursuant to CPR 6.15 and 6.27, the steps identified in paragraphs (4) and (5) shall stand as good service of the Amended Claim Form, Amended 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.

- (7) Save as set out above, pursuant to CPR 6.16 service of the Amended Claim Form, Amended Particulars of Claim, Response Pack, Applications and Witness Statements in support are dispensed with in respect of any person who shall become a defendant to this Claim as aforesaid.

### **COSTS**

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

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

- (9) 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.

**Civil Procedure Rules 3.3(5) and 23.10**

(10) Any person may apply to set aside or vary this Order within 14 days of being served with it.

Masterpiece

## SERVICE OF THE ORDER

The Court has sent sealed copy of this order to:

Eversheds  
1 Wood Street  
London  
EC2V 7WS  
Reference SSW.JB./335158.000006

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

His Honour Judge Shanks (sitting as a judge of the High Court)

3 March 2022

B E T W E E N:

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

-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.

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

#### RECITALS

UPON the Claimants' application dated 23 February 2022

AND UPON the Claimants not having given 3 clear days' notice of its application to the Defendants and bringing the application on a 'without notice' basis

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

AND UPON THE COURT having regard to the Interim injunction Order of Mr Justice Soole dated 31 July 2020; the Interim injunction Order of Mr Justice Bourne dated 26 January 2021; the Interim Injunction Order dated 4 March 2021; the Interim Injunction Order of Mrs Justice Eady dated 6 May 2021; and the Interim Injunction Order of Mr Justice William Davis dated 20 July 2021 and the order of Master Dagnall of 26 October 2021

AND UPON READING the witness statements of Martin Philip Wilshire dated 27 July 2020 and 25 January 2021 and Stuart Sherbrooke Wortley dated 23 February 2022 and the schedule of title plans produced to the court.

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

IT IS ORDERED THAT:

#### THE INJUNCTION

- (1) Until 31 December 2023 or further order the Defendants must not enter or remain, without the Claimants' consent, upon any part of the Claimants' construction site at Blackfriars Road, London SE1 9UY ("The Bankside Yards Construction Site"). The outer perimeter of the Bankside Yards Construction Site is enclosed by hoardings, fences, gateways and the structures of railway arches and bridges and the Defendants must not enter within that perimeter without the Claimants' consent. The general location of the perimeter is shown edged red on the plan at Schedule 3 to this Order ("the Plan"). For the avoidance of doubt, this order does



apply to the areas of The Bankside Yards Construction Site which are under and within railway arches, but does not apply to the railway land which is immediately above those railway arches. The location of the railway arches, and the railway land, is shown hatched blue on the Plan.

#### VARIATION OR DISCHARGE OF THIS ORDER

- (2) Any party affected by this order may apply to vary or discharge this Order upon giving 48 hours' notice in writing to the Claimants' 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.

#### AMENDMENT

- (4) Permission to the Claimants to amend the Claim Form to add "Sampson House Limited (a company incorporated in Jersey)" as the Third Defendant.

#### SERVICE OF THIS ORDER

- (5) Service of this Order may be effected in the manner set out in paragraphs (6) to (8) below.
- (6) The First Claimant shall post notice of the existence of this Order substantially in the form approved by the Court ("the Notice"), as soon as reasonably practicable:-
- (i) at all main entrances to the Bankside Yards construction site;
  - (ii) at a minimum of 10 prominent locations around the perimeter of the Bankside Yards construction site.
- (7) The Notice referred to in paragraph (6) shall include a statement that copies of the order of Master Dagnall dated 26 October 2021, this Order, the Amended Claim Form, the Amended Particulars of Claim, the Claimants' application notices dated 28 July 2020, 25 January 2021, 2 March 2021, 4 May 2021, 19 July 2021, 18 August 2021, 23 February 2022, the Witness Statements of Martin Wilshire dated 27 July 2020 and 25 January 2021, and of Stuart Sherbrooke Wortley dated 28 February 2022, and the Claimant's schedule of leasehold titles, may all 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.

(8) Downloadable digital copies of the documents referred to in the Notice shall be placed on the website with the URL specified in the Notice, and hard copies of the said documents shall be kept at the physical location specified in the Notice.

(9) Pursuant to CPR 6.15, the steps identified in paragraphs (6) to (8) shall stand as good service of the Amended Claim Form, Amended 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, any further requirement for service of the Amended Claim Form, Amended Particulars of Claim, this Application and the evidence submitted to the Court in support of this Application are dispensed with in respect of any person who shall become a defendant to this Claim as aforesaid.

(11) The requirement of any person to file any acknowledgment of service or defence in respect of this claim is dispensed with unless further directed by the Court.

#### COSTS

(12) There shall be no order as to costs on the interim injunction application.

#### Discontinuance

(12) If the Claimant wishes to discontinue the Claim point after the expiry of the interim injunction granted by this order, and provided that no party has been joined as a named defendant to the Claim, it may do so by filing a notice of discontinuance referring to this paragraph of this order.

#### 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 Statements and other evidence 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".

First Witness Statement of Stuart Sherbrooke Wortley dated 23 February 2022 together with the Exhibits marked "SSW1" - "SSW3".

Section 10 of the application notices dated 25 January 2021, 2 March 2021, 4 May 2021, 19 July 2021 and 18 August 2021.

The Schedule of leasehold titles produced to the Court

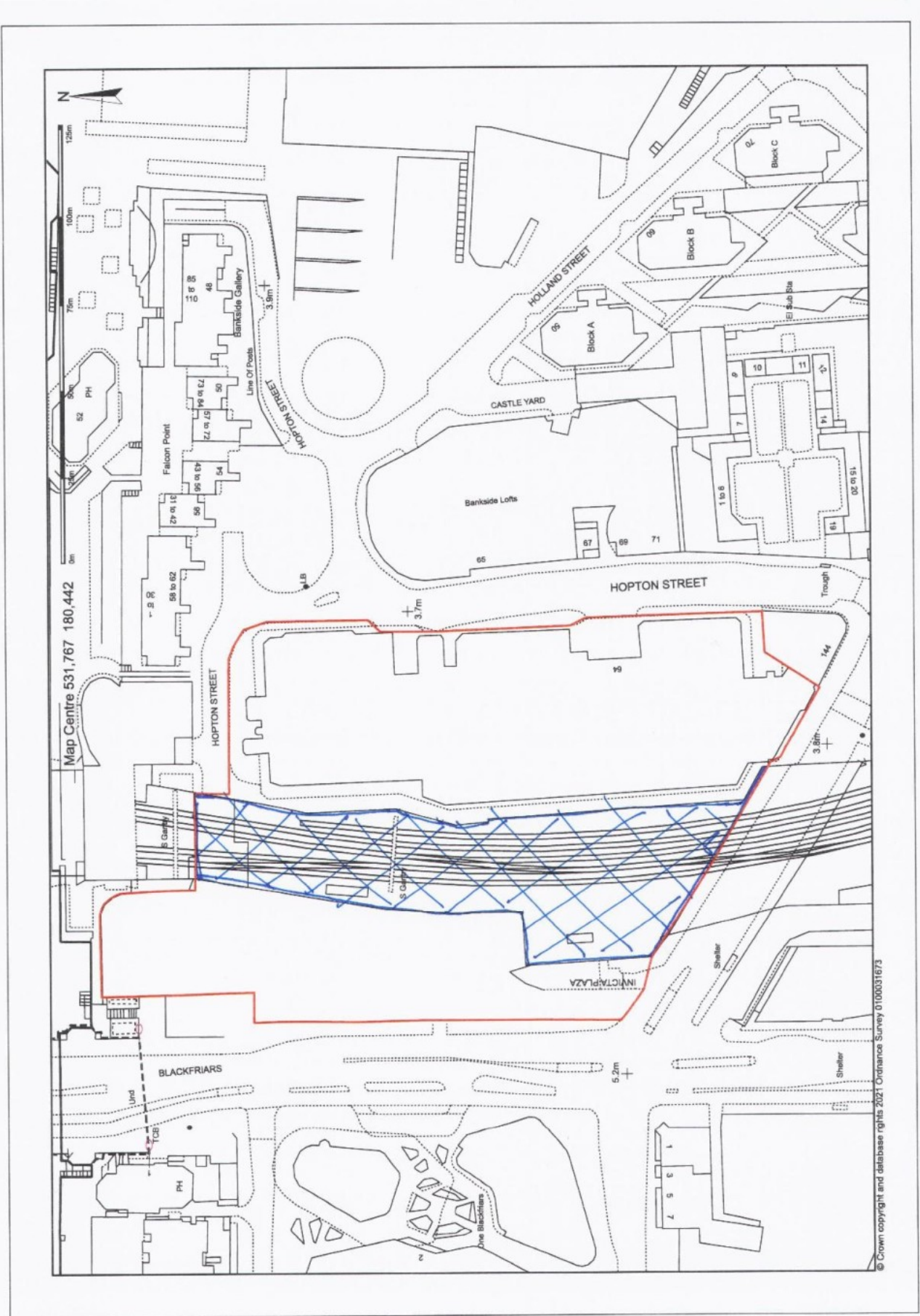
## SCHEDULE 2

### Undertaking given to the Court by the First Claimant

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 First Claimant should pay.

## SCHEDULE 2

Plan



IN THE HIGH COURT OF JUSTICE

**KING'S BENCH DIVISION**

BEFORE: MRS. JUSTICE JEFFORD

Dated: Thursday 21<sup>st</sup> December 2023



B E T W E E N:

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

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.

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

### RECITALS

UPON the Claimants' application dated 21 December 2023

AND UPON the Claimants not having **given 3 clear days' notice of its application to the Defendants and bringing the application on a 'without notice' basis**

AND UPON THE COURT having regard to the Interim injunction Order of Mr Justice Soole dated 31 July 2020; the Interim injunction Order of Mr Justice Bourne dated 26 January 2021; the Interim Injunction Order dated 4 March 2021; the Interim Injunction Order of Mrs Justice Eady dated 6 May 2021; the Interim Injunction Order of Mr Justice William Davis dated 20 July 2021; the order of Master Dagnall dated 26 October 2021; and the Interim Injunction Order of His Honour Judge Shanks dated 3 March 2022.

AND UPON READING the witness statements of Martin Philip Wilshire dated 27 July 2020 and 25 January 2021 and of Stuart Sherbrooke Wortley dated 23 February 2022 and 21 December 2023 and the schedule of title plans produced to the court.

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

IT IS ORDERED THAT:

### THE INJUNCTION

- (1) Until the hearing of the Claimants' application dated 21 December 2023 or further order the Defendants must not enter or remain, **without the Claimants' consent, upon any part of the Claimants' construction site at Blackfriars Road, London SE1 9UY ("The Bankside Yards Construction Site")**. The outer perimeter of the

Bankside Yards Construction Site is enclosed by hoardings, fences, gateways and the structures of railway arches and bridges and the Defendants must not **enter within that perimeter without the Claimants' consent**. The general location of the perimeter is shown edged red on the plan at Schedule 3 to this Order ("**the Plan**"). For the avoidance of doubt, this order does apply to the areas of The Bankside Yards Construction Site which are under and within railway arches, but does not apply to the railway land which is immediately above those railway arches. The location of the railway arches, and the railway land, is shown hatched blue on the Plan.

#### VARIATION OR DISCHARGE OF THIS ORDER

- (2) Any party affected by this order may apply to vary or discharge this Order upon **giving 48 hours' notice in writing to the Claimants' 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) and [nawaazallybokus@eversheds-sutherland.com](mailto:nawaazallybokus@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) to (7) below.
- (5) The First Claimant shall post notice of the existence of this Order substantially in the form approved by the Court ("**the Notice**"), as soon as reasonably practicable: -
- (i) at all main entrances to the Bankside Yards construction site;
  - (ii) at a minimum of 10 prominent locations around the perimeter of the Bankside Yards construction site.
- (6) The Notice referred to in paragraph (5) shall include a statement that copies of the order of His Honour Judge Shanks dated 3 March 2022, this Order, the Amended Claim Form, the Amended Particulars of Claim, **the Claimants'**

application notices dated 28 July 2020, 25 January 2021, 2 March 2021, 4 May 2021, 19 July 2021, 18 August 2021, 23 February 2022 and 21 December 2023 the Witness Statements of Martin Wilshire dated 27 July 2020 and 25 January 2021, and of Stuart Sherbrooke Wortley dated 28 February 2022 and 21 December 2023, **and the Claimant's schedule of leasehold titles**, may all 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.

- (7) Downloadable digital copies of the documents referred to in the Notice shall be placed on the website with the URL specified in the Notice, and hard copies of the said documents shall be kept at the physical location specified in the Notice.
- (8) Pursuant to CPR 6.15, the steps identified in paragraphs (5) to (7) shall stand as good service of this Order 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, any further requirement for service of the evidence submitted to the Court in support of this Application are dispensed with in respect of any person who shall become a defendant to this Claim as aforesaid.
- (10) The requirement of any person to file any acknowledgment of service or defence in respect of this claim is dispensed with unless further directed by the Court.

## COSTS

(11) There shall be no order as to costs on the interim injunction application.

## Discontinuance

(12) If the Claimant wishes to discontinue the Claim point after the expiry of the interim injunction granted by this order, and provided that no party has been joined as a named defendant to the Claim, it may do so by filing a notice of discontinuance referring to this paragraph of this order.

## COMMUNICATIONS WITH THE COURT

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

- King'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 [kjudgeslistingoffice@justice.gov.uk](mailto:kjudgeslistingoffice@justice.gov.uk)

## SCHEDULE 1

### Witness Statements

The Judge read the following Witness Statements and other evidence 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".

First Witness Statement of Stuart Sherbrooke Wortley dated 23 February 2022 together with the Exhibits marked "SSW1" - "SSW3".

Third Witness Statement of Stuart Sherbrook Wortley dated 21 December 2023 together with the Exhibit marked "SSW4"

Section 10 of the application notices dated 25 January 2021, 2 March 2021, 4 May 2021, 19 July 2021, 18 August 2021, 23 February 2022 and 21 December 2023.

The Schedule of leasehold titles produced to the Court

SCHEDULE 2

Undertaking given to the Court by the First Claimant

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 First Claimant should pay.

SCHEDULE 2

Plan





Party: Claimant  
Witness: M Wilshire  
Statement: First  
Exhibits: "MPW1" - "MPW7"  
Date: 27.07.20

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) LUDGATE HOUSE LIMITED  
(INCORPORATED IN JERSEY)

Claimants

and

PERSONS UNKNOWN ENTERING IN OR REMAINING AT  
**THE CLAIMANTS' CONSTRUCTION SITE** AT BANKSIDE YARDS WITHOUT  
**THE CLAIMANT'S 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 construction site owned by the Second Claimant and known as Blackfriars Road, London SE1 9UY as shown edged red on the plan at Schedule 3 to the Particulars of Claim ("Bankside Yards").**

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. Excluding Bankside Yards, 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. On Monday 3 August 2020, the First Claimant will take possession of another construction site in London to undertake a project known as Building 3 Bankside Yards **"Bankside Yards"**.
6. The Second Claimant is the registered freehold and leasehold owner (and the party entitled to immediate possession) of the land and buildings on which Bankside Yards is to be constructed. Copies of the following registered titles which are vested in the Second Claimant are now produced and shown to me marked **"MPW1"**): -

Address	Interest	Land Registry Title No.
Ludgate House 245 Blackfriars Road London SE1 9UY	Freehold	TGL62703
Invicta Plaza - airspace and pillars	Leasehold	TGL541676

7. On 30 January 2020, the First Claimant and the Second Claimant entered into an **early works agreement ("the Agreement")** pursuant to which: -
- 7.1 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"**);
- 7.2 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);
- 7.3 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);

8. The provisions of condition 2.2 of the JCT Contract (which is incorporated into the Agreement) 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 Bankside Yards.
9. The provisions of condition 2.3 of the terms of the JCT Contract (which is also incorporated into the Agreement) confer on the First Claimant the right to possession of the land and buildings for the duration of the works.
10. I have not exhibited copies of the Agreement (188 pages including schedules) and the JCT Design and Build (2016 Edition) form of contract (116 pages including schedules) to this statement but copies will be available at the hearing of the **Claimants' application**. I understand from **Stuart Wortley of the Claimants'** solicitors (Eversheds Sutherland) that copies will also be made available to any interested party who may request them.
11. Currently, the projected date for practical completion of the first phase of the Bankside Yards project is May 2022. The second phase should be completed by December 2023.

#### Urban Exploring

12. 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.
13. The term urban exploration is commonly abbreviated to *urbex*, *UE*, *bexing* and *urbexing*.
14. **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 (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.
15. 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. I am informed by Mr Wortley that during 2018 and 2019 there has been a significant increase in urbex activity affecting construction sites.

16. 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.
17. There have always been people who have scaled tall structures for their own amusement. Whereas this was previously a niche activity involving a small number of individuals, it has become a form of entertainment for others. This is causing particular problems and risks. First, it has promoted the activity more **widely and encourages others to participate in "copy-cat" acts, with some sites** being repeatedly trespassed. Secondly, the desire for exciting and novel footage encourages urban explorers to engage in increasingly dangerous activities, such as footage of people using the horizontal arms of cranes as monkey bars, or performing acrobatic stunts on ledges at extreme height.
18. Construction sites which include tower cranes have become a particular target for Urban explorers. The Bankside Yards construction site will include a minimum of 3 tower cranes.
19. I understand that social media platforms pay those who post content upon them **by reference to the number of 'followers' or 'subscribers' of the person posting and/or the number of 'views' of their content.** I am informed by Mr Wortley that some urban explorers have many hundreds of thousands of followers on social media and some of their videos have been viewed millions of times. For example, before he was made the subject of a Criminal Behaviour Order in December 2018 Ally Law was one of the most prolific posters of videos of urban exploration. As at 26 June 2020, his YouTube channel shows him to have 3.15 million subscribers. **The video on his channel entitled "ROOFTOP POLICE ESCAPE \*Arrested\*", which** shows him and others scaling the glass roof of Cabot Circus shopping centre and then running from security, before eventually being arrested, has been viewed 21,053,209 times.
20. Some urban explorers (including Harry Gallagher and Ryan Taylor) have been able to secure sponsorship from brands which wish to target a young audience – typically fashion brands for clothing and shoes.

#### Trespassing on Construction Sites

21. 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.

22. 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 Bankside Yards Sites 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

23. The risks involved in this activity are apparent from the number of deaths around the world. I am informed by Stuart Wortley that a relatively brief search of the internet identifies the following deaths in recent years: -
- 23.1 June 2013 – Pavel Kashin (aged 24) died when he fell from a building in St Petersburg;
  - 23.2 April 2014 - Xenia Ignatyeva (aged 17) died when she fell from a railway bridge in St Petersburg;
  - 23.3 February 2015 – Carl Salomon (aged 19) died when he fell from a crane in Sydney;
  - 23.4 October 2015 - André Retrovsky (aged 17) died when he fell from a building in Vologda in Russia;
  - 23.5 December 2015 - Connor Cummings (aged 24) died when he fell from the roof of the Four Seasons hotel in New York;
  - 23.6 March 2016 – Tolya (aged 13) died when he fell from the roof of a building in Saratov;
  - 23.7 October 2016 - Christopher Serrano (aged 25) died when he was hit by a train in New York;

- 23.8 November 2016 - Yuri Yelisseyev (aged 20) died when he fell from a building in Moscow;
- 23.9 November 2016 - Wu Yongning (aged 26) died when he fell from a building in Changsha in China;
- 23.10 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;
- 23.11 January 2017 - Maxime Sirugue (aged 18) died when he fell from a bridge in Lyon in France;
- 23.12 March 2017 - Thomas Rhodes (aged 19) died when he fell from a building in Sheffield;
- 23.13 June 2017 - a young man who has not yet been named died when he fell from a bridge in Kiev;
- 23.14 August 2017, Leon Hoyle (aged 12) died when he fell through the roof of a disused industrial building in Lancashire;
- 23.15 October 2017 – Eric Janssen (aged 44) died when he fell from the London House Hotel in Chicago;
- 23.16 July 2018, Jackson Coe (aged 25) died when he fell from a building in New York.
- 23.17 September 2019, Johnny Turner (aged 28) died when he fell off the scaffolding at a site in Waterloo, London.
24. I 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

25. In July 2018, 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.

26. Copies of the interim and final injunctions relating to these sites dated 31 July and dated 19 September 2018 respectively are attached marked **"MPW2"**.
27. 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.
28. A copy of the injunction relating to these sites dated 1 March 2019 is attached marked **"MPW3"**.
29. In December 2019, First Claimant obtained an injunction to restrain trespass at 2 Dovehouse Street, London SW3 6LA after the site had been targeted by urban explorers.
30. A copy of the injunction relating to the site dated 18 December 2019 is attached marked **"MPW4"**.
31. Some of the construction sites which were covered by the September 2018 and March 2019 injunctions have been handed over to employers. Currently, the First Claimant has 8 major construction projects all of which are protected by injunction. From Monday 3 August (when the First Claimant assumes responsibility for the Bankside Yards construction site) it will have 9.
32. The First Claimant has been pleased to note that the injunctions referred to above have had a significant deterrent effect, with the number of incidents having reduced dramatically.
33. I am informed by Mr Wortley that several other major construction sites have been targeted by urban explorers within the last 18 months and that his firm has obtained injunctions to restrain trespass on behalf of: -
- 33.1 Canary Wharf Contractors (in relation to the development at Southbank Place);
- 33.2 multiple companies at Canary Wharf (including in relation to the construction sites at Newfoundland Tower and on Bank Street);
- 33.3 Berkeley Group (in relation to 250 City Road and South Quay Plaza);
- 33.4 Wates, Sisk, McLaren and MacLaleer & Rushe (in relation to 15 construction sites at Wembley Park); and

33.5 Sir Robert McAlpine Limited in relation to the major re-development of Victoria Square in Woking and 3 development sites in Manchester.

#### Multiplex Security at Bankside Yards

34. 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.
35. In an attempt to deter trespassers, my team will be implementing the following security measures at Bankside Yards: -
- 35.1 timber site hoardings which are a minimum of 2 metre high;
  - 35.2 lighting;
  - 35.3 24 hour security personnel;
  - 35.4 intruder alarms (both audible and silent);
  - 35.5 anti-climb measures on hoardings and tower cranes; and
  - 35.6 closed circuit television (including - in some instances - motion sensors).
36. 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.
37. Notwithstanding these steps, I believe that Bankside Yards remains under the imminent threat of trespass from urban explorers.
38. There have been incidents of trespass and attempted trespass at other Multiplex construction sites:
- 38.1 on 16 October 2019, an unidentified male cyclist unsuccessfully attempted to gain access to the Broadway construction site, the individual was spotted by security and escaped;
  - 38.2 on 17 October 2019, three males accessed the Broadway construction site in breach of the March 2019 injunction. Two of the individuals have been identified as Alexander Galliker and Joel Merki and an application for

contempt of court against them is in hand. The third individual escaped and his identity remains unknown;

38.3 on 8 December 2019, three unidentified individuals climbed the fire escape at 22 Bishopsgate in breach of the September 2018 injunction but were successfully chased away by contractors;

38.4 later on 8 December 2019, the same individuals gained access Damac Tower in breach of the March 2019 injunction;

38.5 on 20 February 2020, two unidentified males entered the Broadway construction site in breach of the March 2019 injunction but escaped over the hoarding after being intercepted by security; and

38.6 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.

#### The reasons for seeking an injunction

39. 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.

40. Whilst I am satisfied that the security arrangements are as robust as they reasonably can be, our construction sites can never be 100% secure.

41. 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: -

41.1 we take our responsibilities for the safety of our construction sites seriously and wish to do everything reasonably possible to prevent another tragic accident;

41.2 the Bankside Yards 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);

41.3 given the prevalence of urban exploring activity across London, there is an obvious and serious risk that urban explorers will attempt to access the



Bankside Yards construction site unless they are prevented from doing so by an injunction;

41.4 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 23 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;

41.5 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;

41.6 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;

41.7 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;

41.8 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.

42. 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.

43. 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”**  
which is a serious matter.

44. I am informed by Mr Wortley that: -

44.1 in December 2018, his team acted for the owners of Canary Wharf in an application for committal for contempt of court against 5 well-known urban explorers who in September 2018 climbed Newfoundland Tower (which was then a construction site) in breach on an injunction to restrain trespass;

44.2 each of the respondents to that application was informed by the Judge that if they were found to be in contempt of court in similar circumstances in the future they would be given an immediate custodial sentence;

44.3 **in October 2019, Mr Wortley’s team acted for the owners of The Shard in an** application for committal for contempt of court against George King-Thompson who in July 2019 climbed The Shard in breach of an injunction to restrain trespass;

44.4 Mr King-Thompson was given an immediate custodial sentence of 24 weeks (of which he served half);

44.5 both of these cases received a lot of publicity and they are well known amongst the urban exploring community – contributing to the deterrent effect of injunctions to restrain trespass.

45. Copies of the judgments given in both committal hearings are attached to this **witness statement marked “MPW5”**.

46. **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.

47. 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.

## Justification for an Injunction

48. The Order sought by the Claimants is to prevent unlawful activity, for which there can be no lawful justification.
49. 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.
50. 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 central London, and the activity at the two nine elms sites, that trespass, or further trespass, to each of these sites is a strong probability in the immediate future unless an injunction is granted.
51. Although I can foresee no way in which the Defendant 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 2018.

## Permission to issue without a named defendant and to dispense with service

52. Since no named individual is a defendant to these proceedings, I am informed by Mr Wortley that the permission of the Court is required to issue the Claim Form, pursuant to CPR 8.2A and I respectfully ask that the Court grant the necessary permission.
53. Since no person will become a defendant to the proceedings unless they knowingly breach the injunction it is not proposed to serve the proceedings on anyone. I have been advised that if a party knowingly breaches the Order I ask the Court to make in this case, they will automatically become a party to the proceedings by that act.
54. However, in order to ensure that service of the proceedings on that party has been successfully effected, I ask the court to order substituted service on any such party by means of a reference in the notice of the order to be posted, referring to the

fact that copies of all the documents in the proceedings (Claim Form, Application Notice, Particulars of Claim and Witness Statement in support) can also be found at the website identified in the warning notice, and at the site office.

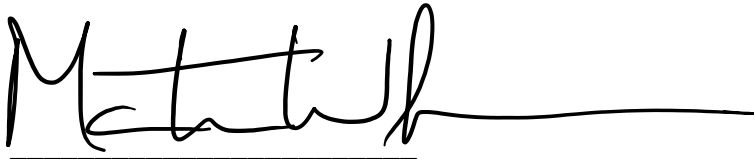
55. As to the service of the injunction I am informed by Mr Wortley that the procedure which has been adopted before and which it is proposed to adopt in this case, is: -

55.1 to upload a complete copy of the injunction to a Multiplex website; and

55.2 to post copies of a warning notice around the perimeter of the Bankside Yards construction site at frequent intervals informing people of: the existence and nature of the injunction; the potential consequences of breaching it; an address at which copies of the proceedings can be sought; and the web address at which the injunction can be viewed.

56. I attach to this statement a suggested form of notice marked "**MPW7**".

I believe that the facts in this Witness Statement are true

A handwritten signature in black ink, appearing to read 'M. Philip Wilshire', with a long horizontal flourish extending to the right.

Martin Philip Wilshire

27 July 2020

**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) LUDGATE HOUSE LIMITED  
(INCORPORATED IN JERSEY)

Claimants

and

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

Defendants

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**"MPW1"**

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This is the exhibit marked **"MPW1"** referred to in the witness statement of Martin Philip Wilshire dated 27 July 2020.





# Official copy of register of title

Title number TGL62703

Edition date 10.03.2020

- This official copy shows the entries on the register of title on 11 MAY 2020 at 16:21:16.
- 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 27 Jul 2020.
- 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, Telford Office.

## A: Property Register

This register describes the land and estate comprised in the title.

SOUTHWARK

- 1 (15.05.1987) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Ludgate House, 245 Blackfriars Road, London (SE1 9UY).

NOTE: As to the land edged brown on the title plan only the structure of the former bridge abutment is included in the title.

- 2 The land has the benefit of the following rights granted by the Transfer dated 14 April 1987 referred to in the Charges Register:-

"TOGETHER WITH the rights set out in the First Schedule

### THE FIRST SCHEDULE

(1) All necessary rights for the Purchaser and its successors in title to enter on the Access Road and the Riverside Walkway which lies beneath the Viaduct and upon the lands adjacent thereto for the purpose of constructing and maintaining the Access Road and the Riverside Walkway.

(2) All necessary rights of way over the Access Road for the Purchaser and persons authorised by the Purchaser with or without vehicles at all times and for all purposes connected with the Land PROVIDED THAT the height of clearance from the road way running under the Viaduct shall not be reduced by the Vendor or its successors in title to a height of less than 4.5 metres.

(3) The free passage and running of water soil gas and electricity through the sewers drains watercourses pipes wires cables and other service conduits passing under along or over the Access Road together with a right to connect thereto and the right within 80 years of the date hereof to fix construct and place (in accordance with plans first approved by the Vendor) and thereafter to maintain and use over and along or under the Access Road any sewer drain watercourse or pipes which may be necessary or convenient."

NOTE: The Access Road referred to is edged yellow on the title plan. The Riverside Walkway is edged blue on the title plan. The Viaduct referred to is the vendors viaduct and railway and works which are on the land tinted blue on the title plan including all arches and

## A: Property Register continued

supporting piers and foundations.

- 3 There are excluded from this registration the mines and minerals excepted by the Transfer dated 14 April 1987 referred to in the Charges Register in the following terms:-

"THERE is excepted from this Transfer all mines and minerals under the Land but the Vendor covenants with the Purchaser for the benefit of the Purchaser and its successors in title to the Land or any part of the Land that the Vendor will not convey any rights to mines and minerals under the Land or any part of the Land to any party other than the Purchaser or its successors in title and will not work or permit to be worked any mines or minerals vested in it under the Land."

- 4 (27.04.2018) The reference shown by yellow hatching and a blue broken line on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.
- 5 (19.11.2019) A Deed dated 1 February 2017 made between (1) Ludgate House Limited (2) Oversea-chinese Banking Corporation Limited and (3) Network Rail Infrastructure Limited contains a release of light or air and a provision as to light or air.

## 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 (05.08.2010) PROPRIETOR: LUDGATE HOUSE LIMITED (incorporated in Jersey) of Crestbridge, 47 Esplanade, St Helier, Jersey, JE1 0BD, Channel Island.
- 2 (05.08.2010) The price stated to have been paid on 20 July 2010 was £56,000,000.
- 3 (05.08.2010) A Transfer dated 20 July 2010 made between (1) Societe Generale and (2) Cerep Ludgate House Limited contains purchaser's personal covenants.

*NOTE: Copy filed.*

- 4 (29.04.2016) 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 the Proprietor's conveyancer that the provisions of clause 54.3 of an agreement dated 31 March 2016 made between (1) Network Rail Infrastructure Limited and (2) CEREP Ludgate House Limited and (3) CEREP Sampson House Limited have been complied with or they do not apply to the disposition.
- 5 (03.06.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 17 May 2016 in favour of Oversea - Chinese Banking Corporation Limited referred to in the Charges Register or their conveyancer.
- 6 (07.06.2017) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 3 of a Deed of Covenant dated 1 June 2017 made between (1) Network Rail Infrastructure Limited and (2) Ludgate House Limited have been complied with or that they do not apply to the disposition.

*NOTE: Copy deed filed.*

## C: Charges Register

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

- 1 (07.08.1991) Lease dated 24 July 1981 in favour of The London Electricity Board of that part of the land hatched blue on the title plan in which an electricity and telephone cable duct is contained.

NOTE 1: The lease grants rights of entry on the adjoining land for the purpose of installing, laying, inspecting, maintaining or removing the duct and cables or alter apparatus

NOTE 2: Lease registered under TGL284994.

- 2 A Transfer of the land in this title dated 14 April 1987 made between (1) British Railways Board (Vendor) and (2) Kings Reach Development Company Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 3 The land is subject to the following rights reserved by the Transfer dated 14 April 1987 referred to above:-

"THE Land is transferred subject to:-

3.1 the rights in favour of the Vendor and those deriving title under it which are set out in the Second Schedule.

### THE SECOND SCHEDULE

#### PART I

#### (Rights Reserved)

(1) A right of way with or without vehicles at all times for all purposes over and along the strip of land shown hatched black on the Plan immediately adjoining the Viaduct on the western side for the purposes of:-

(a) inspecting maintaining and renewing the Viaduct including the right to erect scaffolding and apparatus in connection with such works; and

(b) access to and egress from the arches under the Viaduct

(2) The free running and passage of water soil gas and electricity coming from or passing to any buildings or land in and through the sewers drains watercourses pipes cables or wires now on over or under the Land and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of the Land

(3) The right within eighty years from the date of this Transfer:-

(a) To fix construct place maintain and use over or under any parts of the Land upon which no buildings have been erected any sewer drain watercourse or pipe which may be necessary or convenient

(b) (Subject to reasonable notice and to the Vendor making good any damage done) to carry out above ground level on or from any part of the Land upon which no buildings above ground level have been erected any works which may in the opinion of the Vendor be necessary for the proper operation of the Vendor's statutory railway undertaking

(4) The right at all reasonable times (or in case of emergency at any time) with or without vehicles plant apparatus and workmen to enter on such part of the Land as is not covered by buildings for the purpose of inspecting maintaining altering and carrying out works to the Viaduct and other works to any adjoining property of the Vendor and of exercising the rights reserved by paragraphs (2) and (3) hereof

(5) The power and liberty at any time to stop up or otherwise affect any rights of way or other easements or privileges whether now in existence or not which the Purchaser may at any time hereafter be using or enjoying (other than by virtue of the express provisions of this Transfer or of any grant or licence in writing from the Vendor) over any adjoining land as appurtenant incident or belonging to the Land

## C: Charges Register continued

(6) Full right and liberty from time to time to use its adjoining and neighbouring lands for the purpose of its statutory railway undertaking in such manner as it may think fit and to build or execute such works for operational purposes upon such lands but not so substantially as to restrict the access of light and air to the Land

PROVIDED that in the exercise of such rights reserved the Vendor shall:-

(i) make good any structural damage caused thereby

(ii) carry out the said works in a manner which will cause the minimum possible amount of inconvenience to the Purchaser and its tenants

(iii) carry out the said works with due regard to reasonable security requirements of the Purchaser or its tenants

(iv) not carry out or permit any development to be carried out which might adversely affect the operation of any computer installed upon the Land subject nevertheless to the Vendor's right of carrying on its statutory railway undertaking on its adjoining or neighbouring property."

NOTE: The land hatched black referred to is tinted pink on the title plan.

- 4 (14.04.2014) An Agreement dated 28 March 2014 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Cerep Ludgate House Limited and Cerep Sampson House Limited (3) ING Bank N.V (4) Network Rail Infrastructure Limited and (5) Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title.

*NOTE: Copy filed.*

- 5 (03.06.2016) REGISTERED CHARGE contained in a Debenture dated 17 May 2016.

- 6 (03.06.2016) Proprietor: OVERSEA - CHINESE BANKING CORPORATION LIMITED (incorporated in Singapore)(UK Regn. No. FC006487) of The Rex Building, 62 Queen Street, London EC4R 1EB.

- 7 (03.06.2016) The proprietor of the Charge dated 17 May 2016 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.

- 8 (18.04.2018) An Agreement dated 21 November 2017 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) The Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE: Copy filed.*

- 9 (30.12.2019) An Agreement dated 2 December 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited and (3) Oversea-Chinese Banking Corporation Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains variations as to the Agreement dated 28 March 2014 referred to above.

*NOTE: Copy filed.*

- 10 (10.03.2020) An Agreement dated 4 March 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited and (3) Oversea-Chinese Banking Corporation Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains variations as to the Agreement dated 28 March 2014 referred to above.

## C: Charges Register continued

*NOTE: Copy filed.*

### Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 14 April 1987 referred to in the Charges Register:-

"FOR the benefit and protection of such part of the Vendor's Land as is capable of being benefited or protected and with intent to bind so far as legally may be itself and its successors in title owners for the time being of the Land or any part of the Land the Purchaser covenants with the Vendor in the terms set out in the Fourth Schedule

#### THE FOURTH SCHEDULE

##### (Purchaser's Covenants)

1. NOT to commence any works or repair or renewal of the Land within ten feet of the Viaduct until the Purchaser has given notice to the Vendor (except in the case of emergency) who shall be entitled to give such directions as to the carrying out of the intended works and to the use of cranes scaffolding and apparatus in connection therewith as in the opinion of the Vendor's regional Civil Engineer are reasonably necessary for the protection of the Viaduct and railway and all passengers and traffic thereon

2. THAT no earth clay or other substance shall be excavated upon the Land and that no act shall be done thereon which may endanger the safety or stability of the Vendor's railway or property or of any neighbouring property and that no inflammable dangerous or explosive substance liquid or gas shall be stored or placed upon the Land other than fuel oils stored in proper containers and in accordance with all statutory requirements the Purchaser taking all reasonable precautions against fire and explosion

3. NOT without the consent of the Vendor which shall not be unreasonably withheld (but may be granted subject to such requirements as the Vendor's Engineer shall stipulate for the safety and protection of the Viaduct and the railway) to carry out or permit to be carried out any building operations or erect structures of any kind within the strip of land shown hatched black on the Plan

4. Subject as aforesaid within 36 months of the date of this Transfer to form a route or way upon the strip of land shown hatched in black on the Plan and thereafter to maintain such route or way and the Access Road to a standard suitable for the traffic using the same

5. NOT to light or permit or suffer to be lighted the Land or any part thereof or to display or suffer to be displayed lighted signs or other illuminations in such a manner as to cause confusion with the signals of the Vendor's railway or to be likely in the opinion of the Vendor's Regional Signal and Telecommunications Engineer (which shall not be open or question by the Purchaser) to be so confused And if any lighting lighted sign or other illumination shall at any time be found to be confused upon request from the Vendor at one to alter the same in such manner as to avoid such confusion or likely confusion."

NOTE 1: The Vendor's land referred to is tinted blue on the title plan.

NOTE 2: The land hatched black referred to is tinted pink on the title plan.

End of register



# H.M. LAND REGISTRY

TITLE NUMBER

**SGL 486404**

ORDNANCE SURVEY  
PLAN REFERENCE

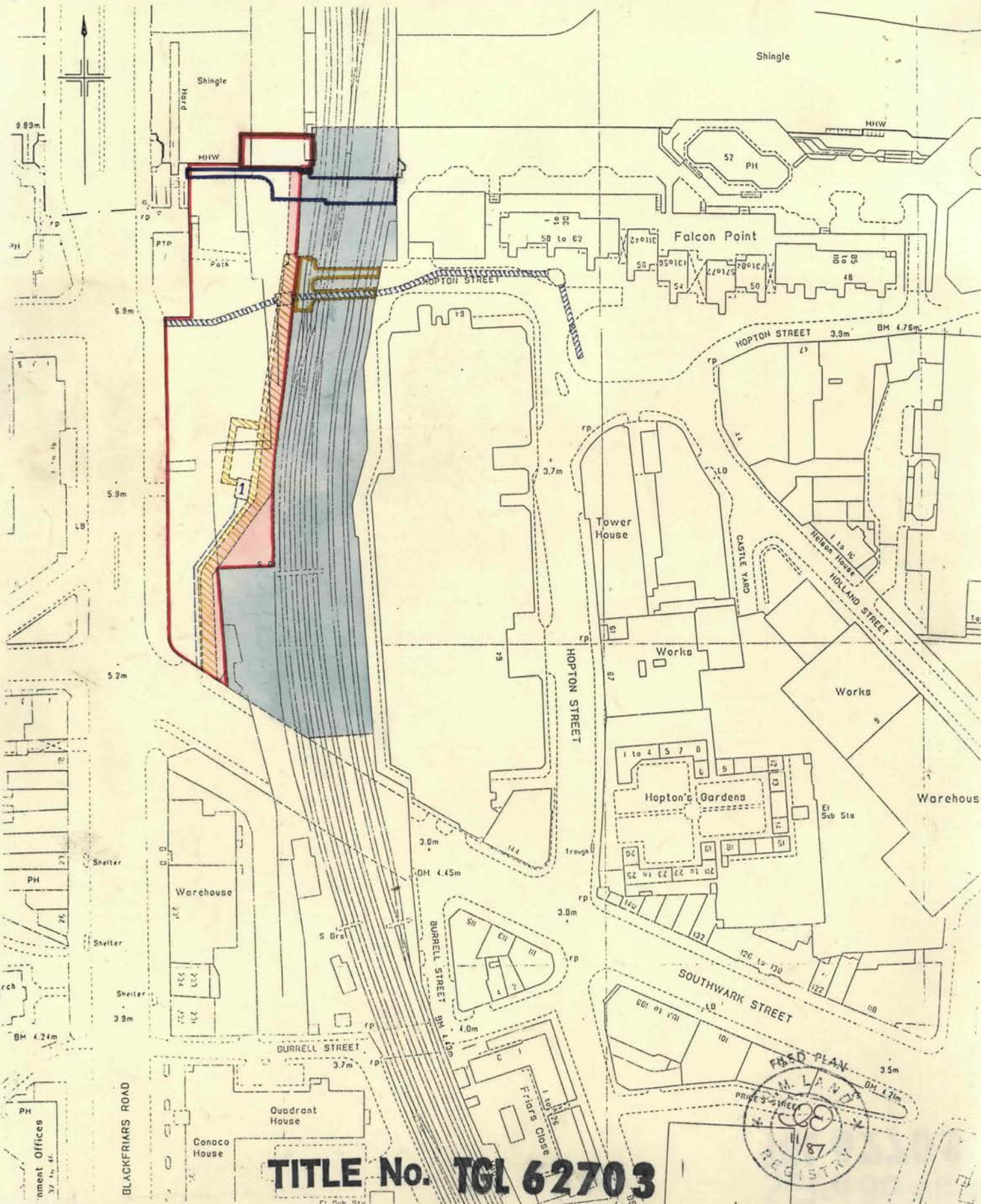
TQ 3180 NE/SE

Scale  
1/1250

GREATER LONDON

BOROUGH OF SOUTHWARK

© Crown copyright



**TITLE No. TGL 62703**



# Official copy of register of title

Title number TGL541676

Edition date 03.02.2020

- This official copy shows the entries on the register of title on 11 MAY 2020 at 18:04:54.
- 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 11 May 2020.
- 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, Telford 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.

### SOUTHWARK

- 1 (03.02.2020) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being airspace and pillar land Invicta Plaza, Blackfriars Road, London.

NOTE 1: As to the part tinted yellow on the title plan only the airspace immediately above the roof of the building from and including 5.3 metres above the roof surface, as measured perpendicular to the angle of that roof surface, up to a height of 7.8 metres average ordnance datum is included in the title.

NOTE 2: As to the part tinted blue on the title plan only the subsoil and all airspace up to the underside of the structural slab and immediately above such area and the airspace immediately above the roof of the building from and including 5.3 metres above the roof surface, as measured perpendicular to the angle of that roof surface, up to a height of 7.8 metres average ordnance datum is included in the title.

NOTE 3: As to the part tinted pink on the title plan only the area of 5 metres x 5 metres below ground level and the airspace immediately above the roof of the building from and including 5.3 metres above the roof surface, as measured perpendicular to the angle of that roof surface, up to a height of 7.8 metres average ordnance datum is included in the title.

- 2 (03.02.2020) The mines and minerals excepted by the Lease are excluded from this registration.
- 3 (03.02.2020) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 

Date	: 23 December 2019
Term	: 250 years from 23 December 2019 until 22 December 2269
Parties	: (1) Network Rail Infrastructure Limited
	(2) Ludgate House Limited
- 4 (03.02.2020) The Lease prohibits or restricts alienation.

## A: Property Register continued

- 5 (03.02.2020) The land has the benefit of any legal easements granted by clause LR11.1 of the registered lease dated 23 December 2019 referred to above but is subject to any rights that are reserved by the said deed and affect the registered land.

## 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 (03.02.2020) PROPRIETOR: LUDGATE HOUSE LIMITED (incorporated in Jersey) of 47 Esplanade, St Helier, Jersey, JE1 0BD and care of Native Land Ltd., The Pavilion, 118 Southwark Street, London SE1 0SW.
- 2 (03.02.2020) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 23 December 2019 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register or their conveyancer.

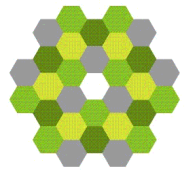
## C: Charges Register

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

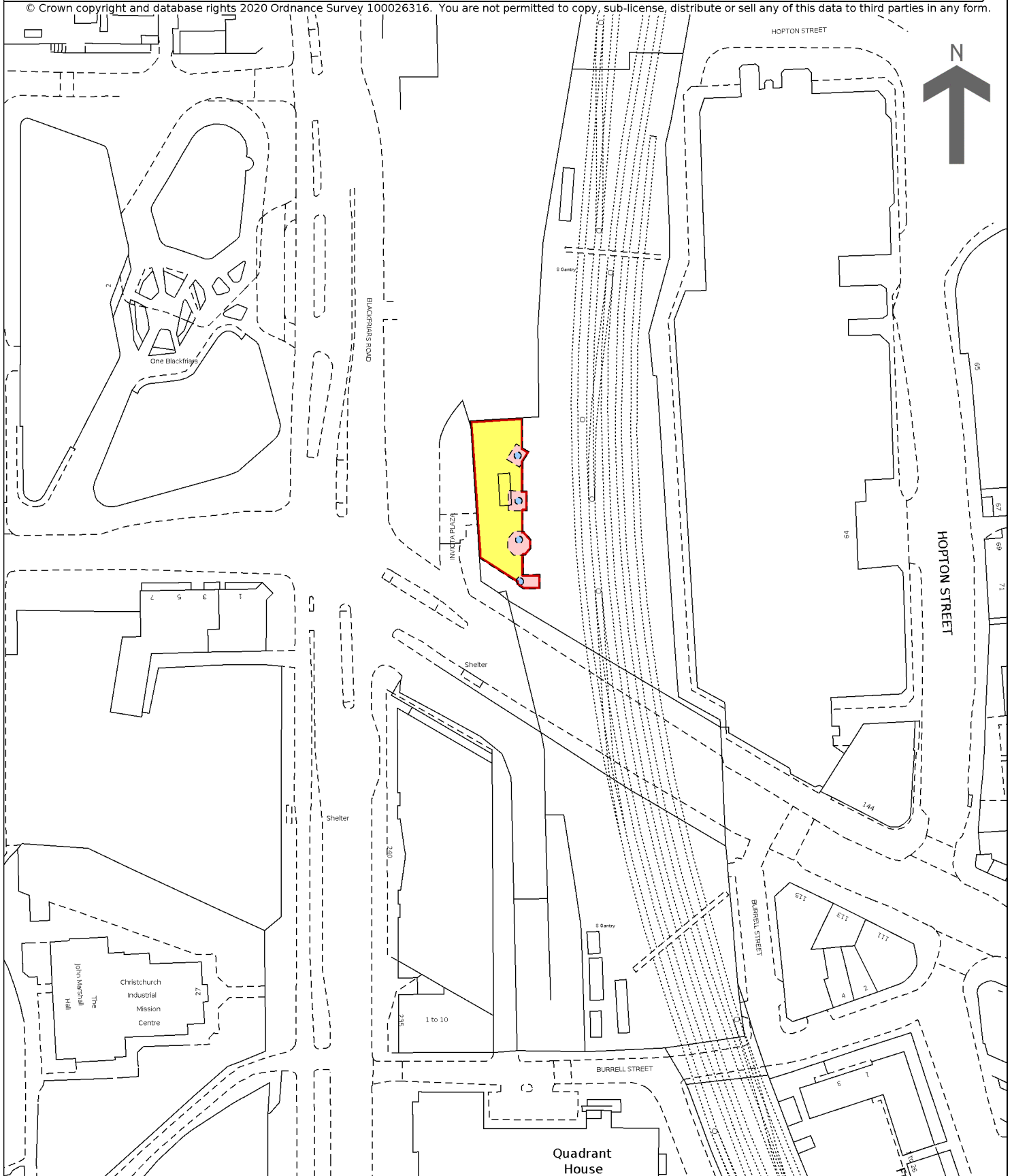
- 1 (03.02.2020) REGISTERED CHARGE contained in a Debenture dated 23 December 2019.
- 2 (03.02.2020) Proprietor: OVERSEA-CHINESE BANKING CORPORATION LIMITED (incorporated in Singapore)(UK Regn. No. FC006487) of The Rex Building 62, 3rd Floor, Queen Street, London EC4R 1EB.
- 3 (03.02.2020) The proprietor of the Charge dated 23 December 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





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**Claim Number:**

**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

**B E T W E E N**

- (3) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (4) LUDGATE HOUSE LIMITED  
(INCORPORATED IN JERSEY)

Claimants

and

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

Defendants

---

**"MPW2"**

---

This is the exhibit marked **"MPW2"** referred to in the witness statement of Martin Philip Wilshire dated 27 July 2020.



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

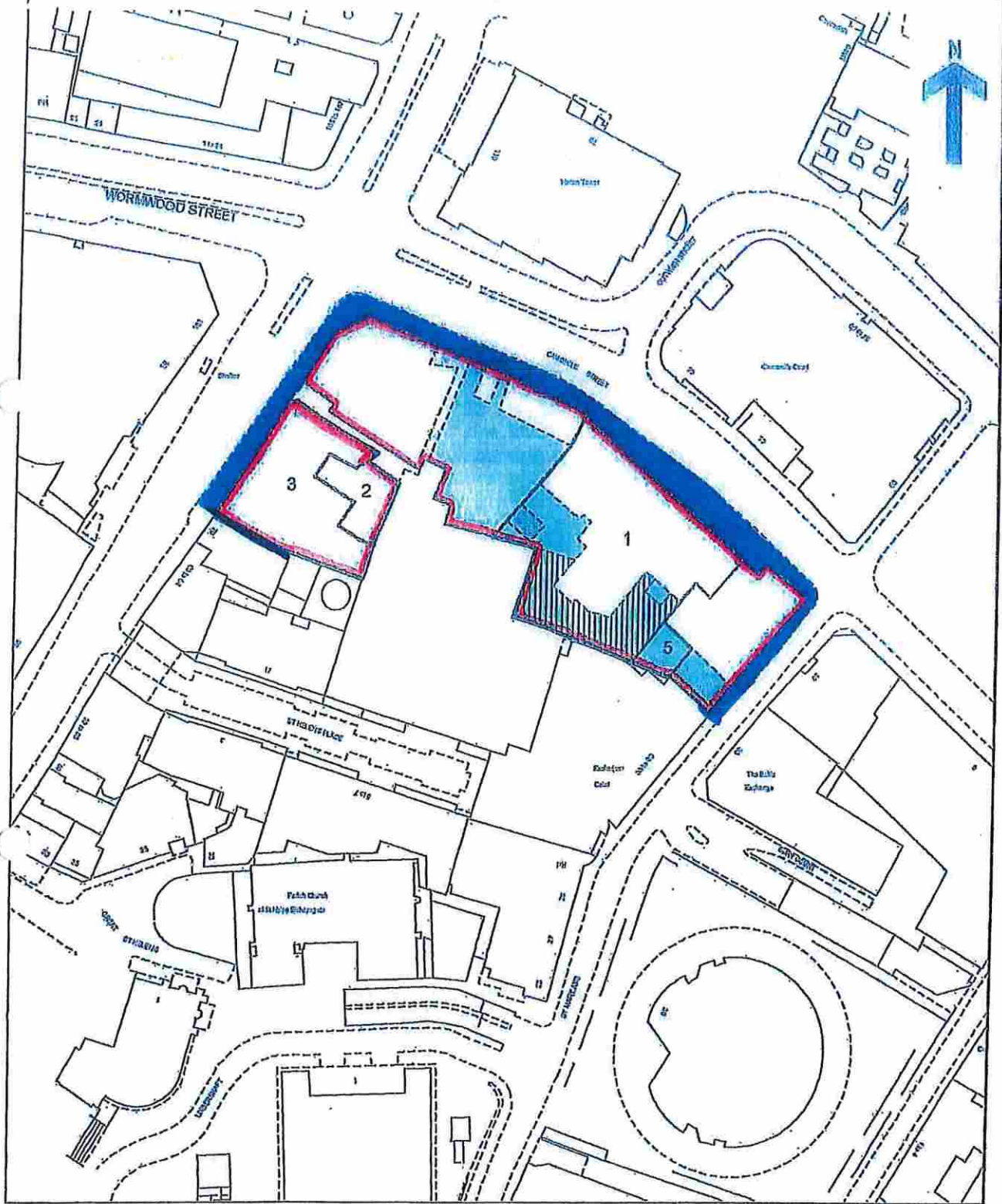
### Undertakings given to the Court by the Claimants

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.



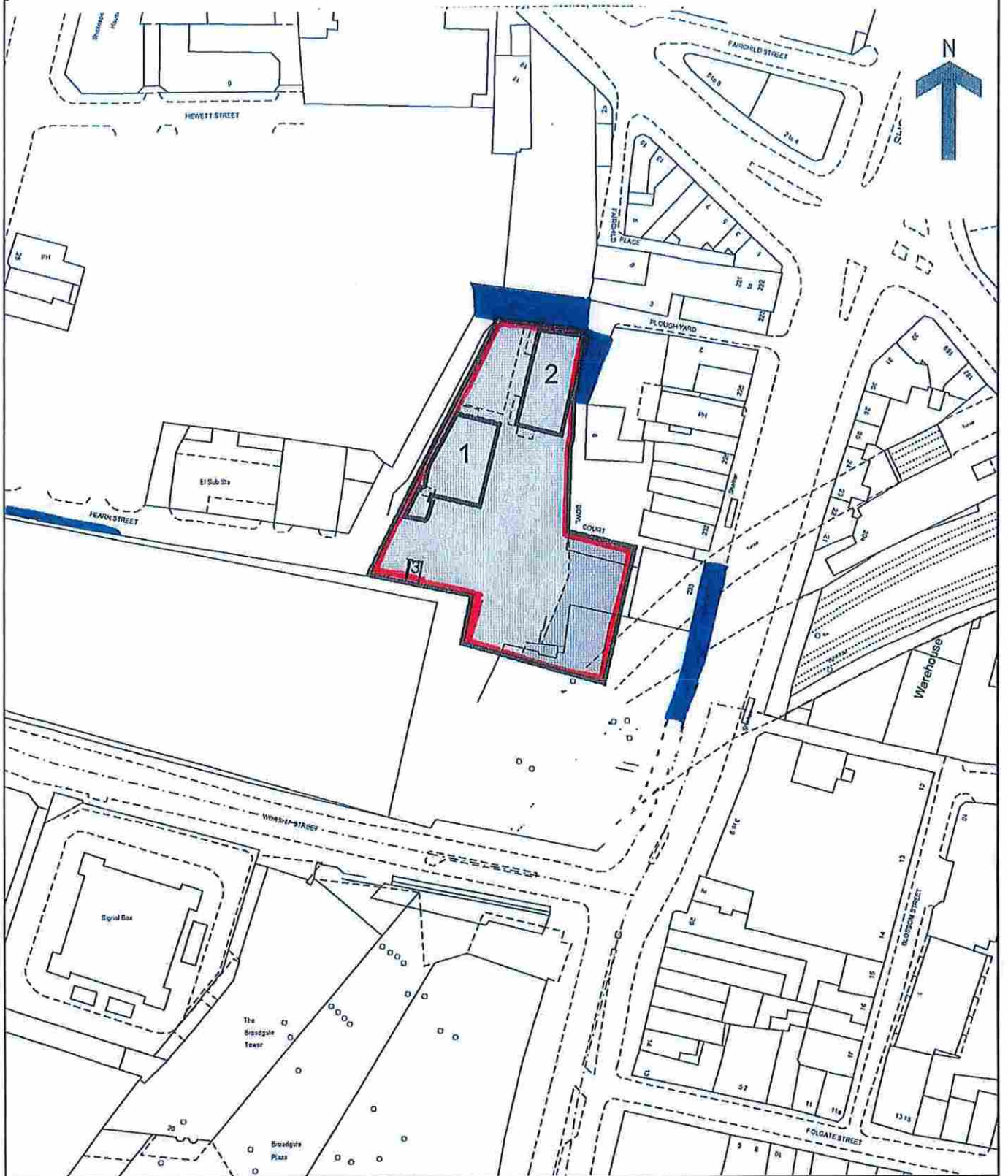


Plan 2





# Plan 3



IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

The Hon Mr Justice Andrew Baker

19 September 2018

*Andrew Baker*

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.



### **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"

Schedule 2

The Plans

INDEX

Plan 1 – 22 Bishopsgate

Plan 2 – 100 Bishopsgate

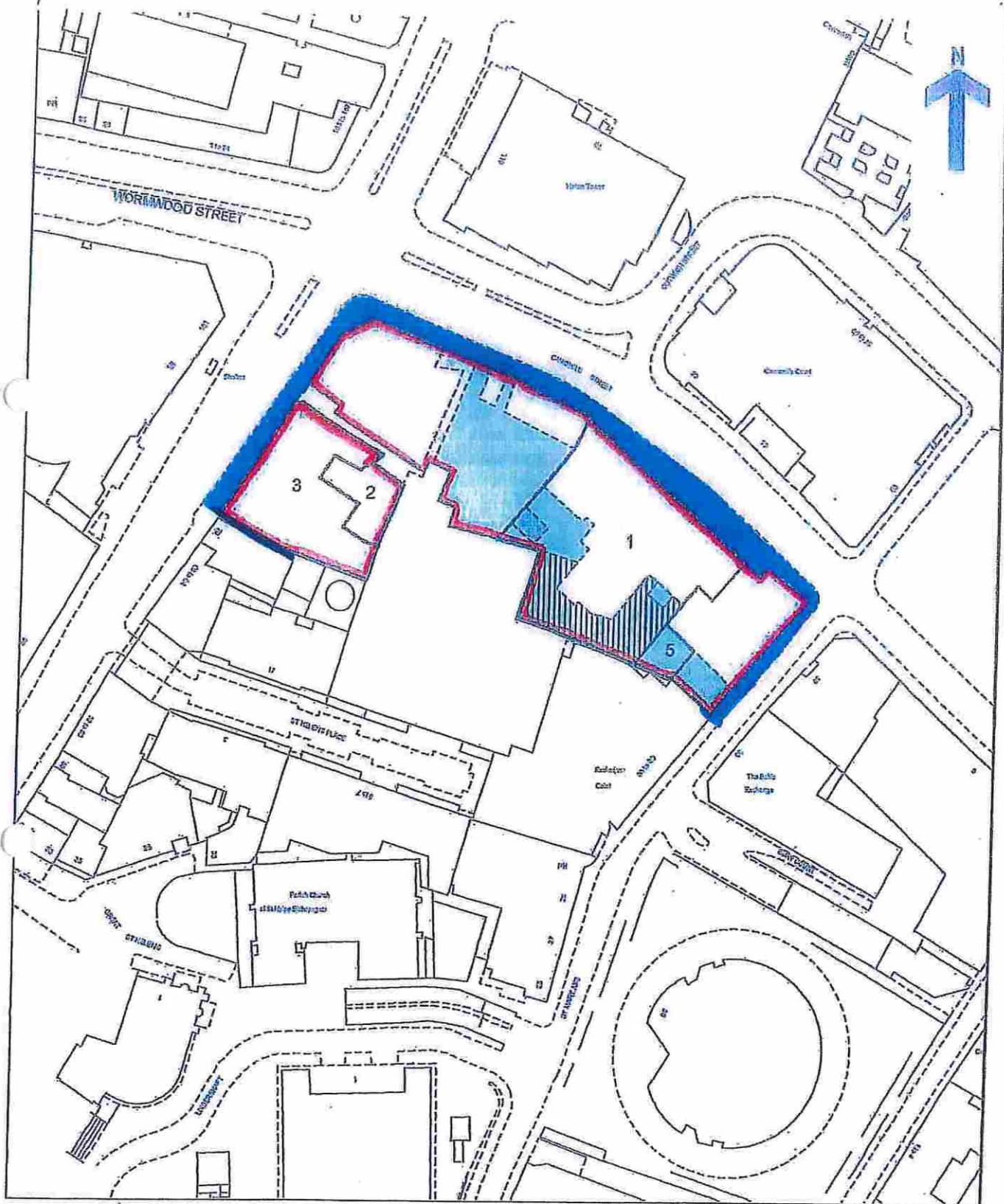
Plan 3 – Principal Place Residential

AWB





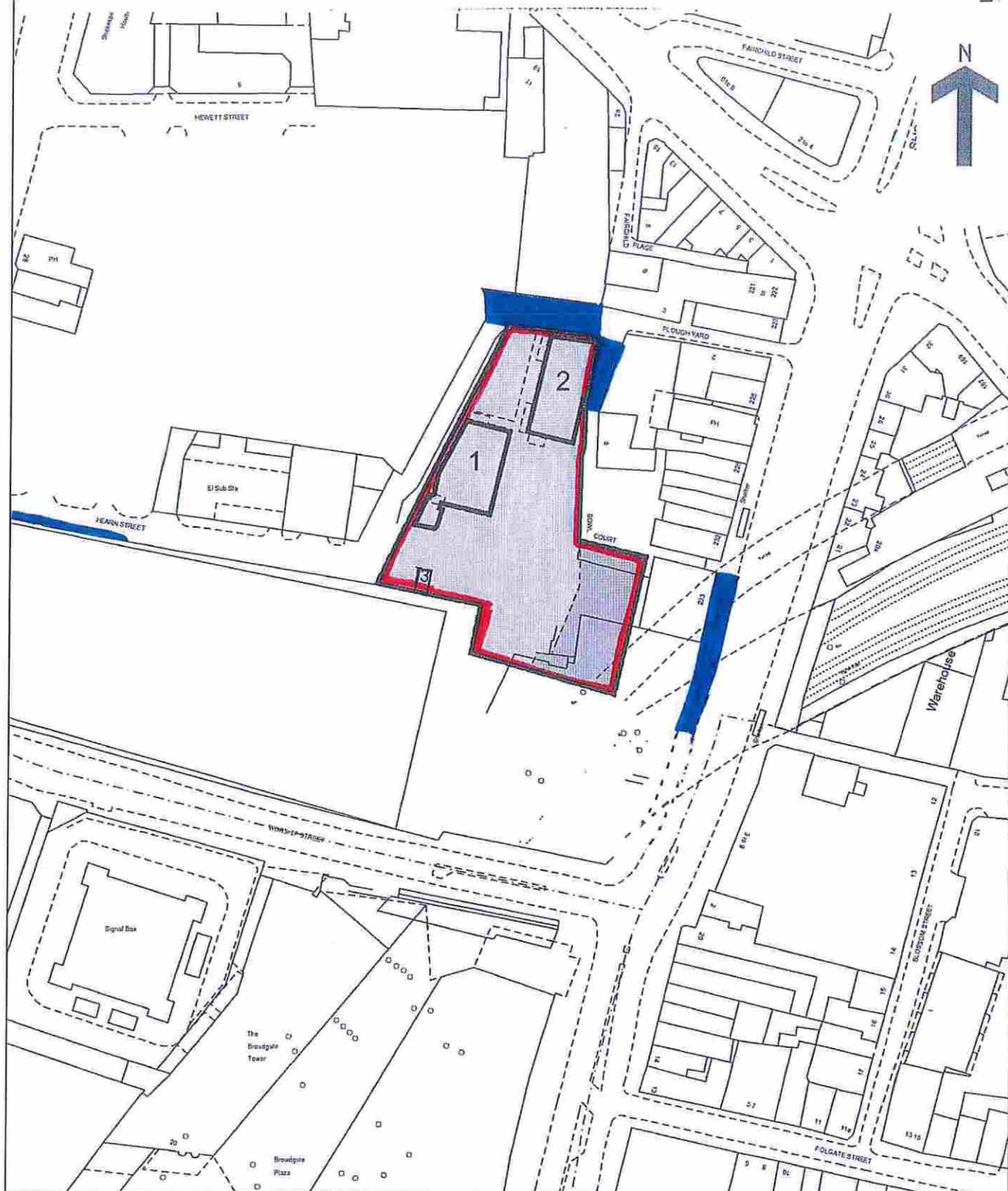
Plan 2



ANS



# Plan 3



**Claim Number:**

**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

**B E T W E E N**

- (5) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (6) LUDGATE HOUSE LIMITED  
(INCORPORATED IN JERSEY)

Claimants

and

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

Defendants

---

**"MPW3"**

---

This is the exhibit marked **"MPW3"** referred to in the witness statement of Martin Philip Wilshire dated 27 July 2020.

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

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**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"

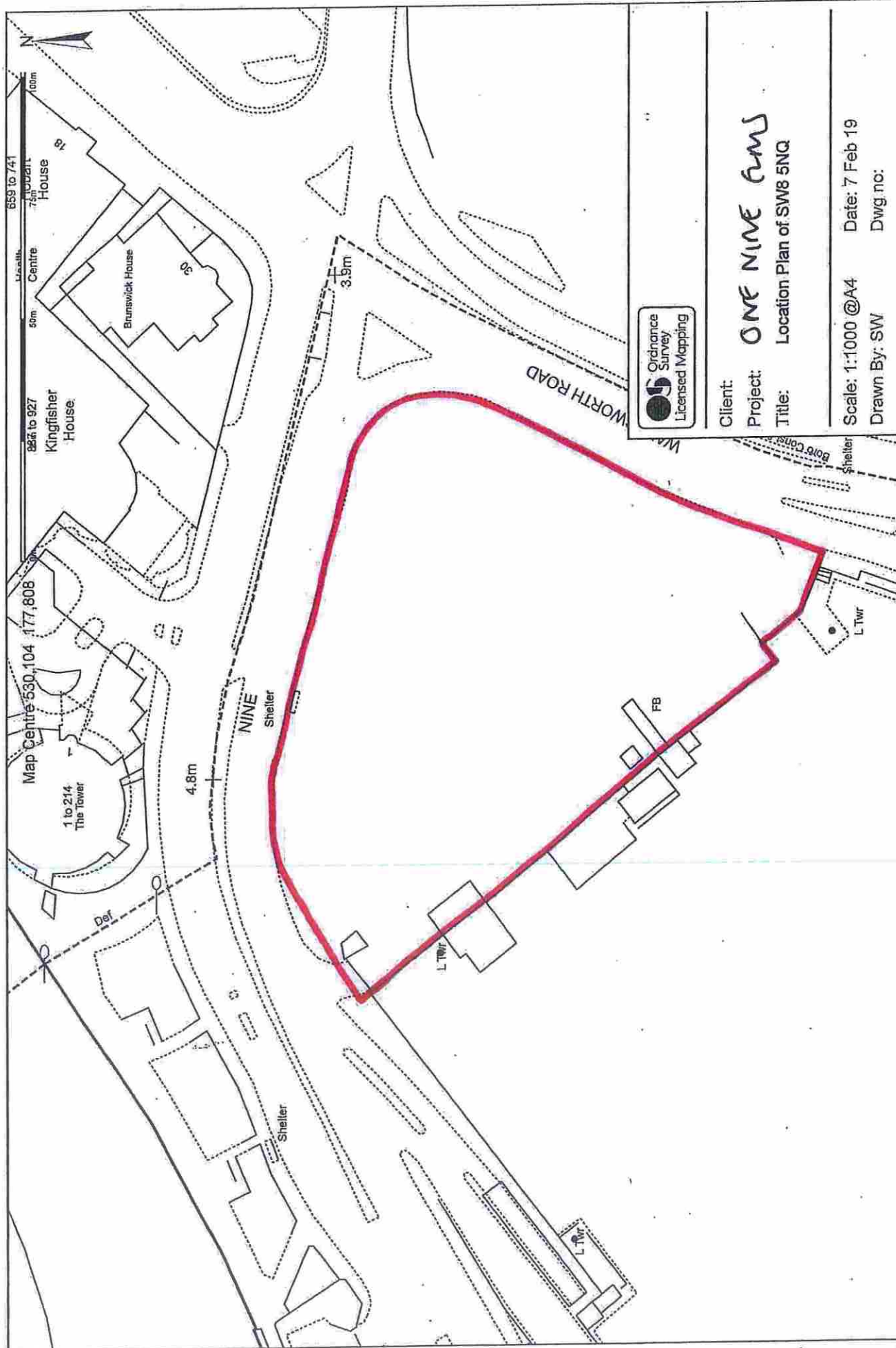
## **SCHEDULE 2**

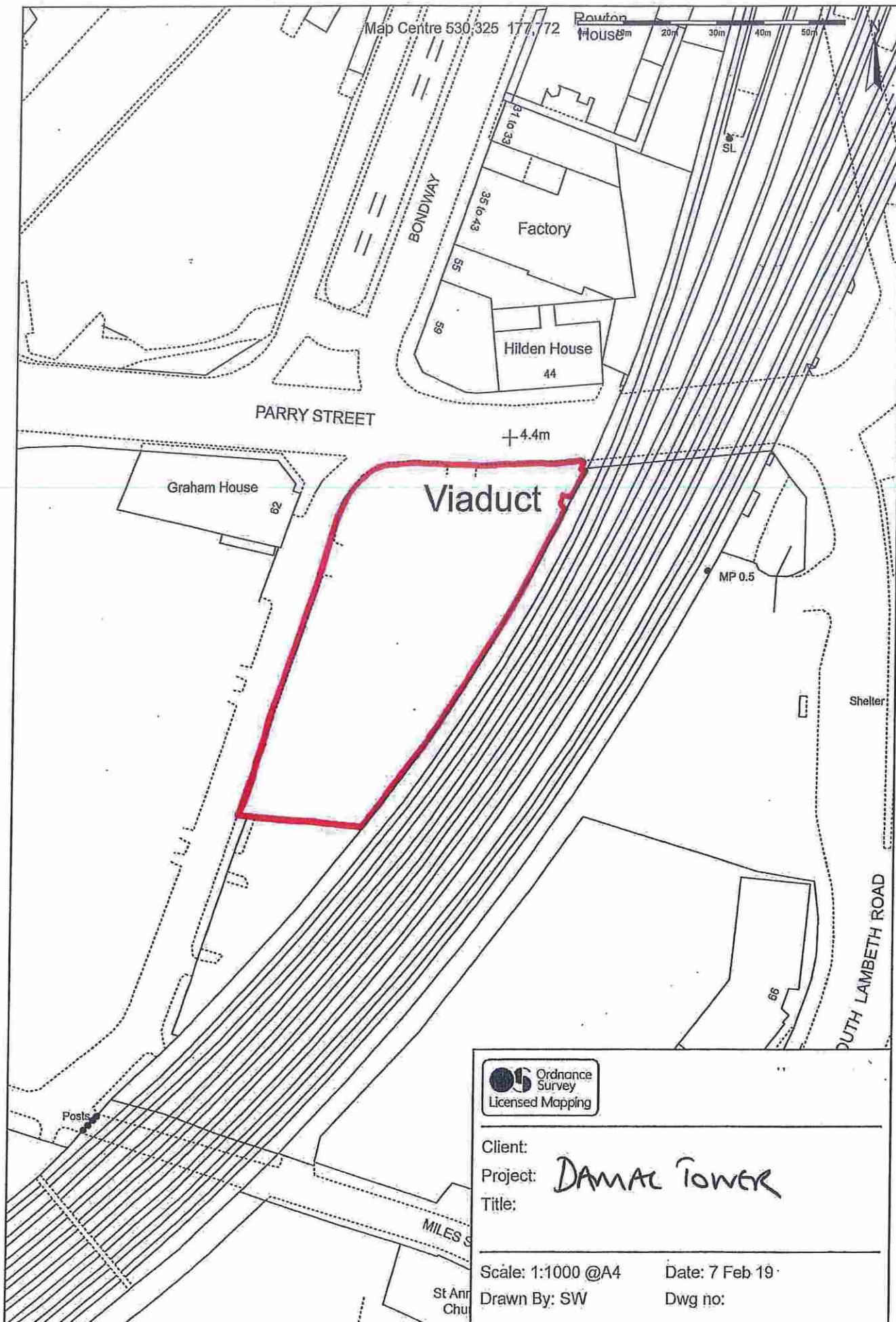
### **Undertakings given to the Court by the Claimants**

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.

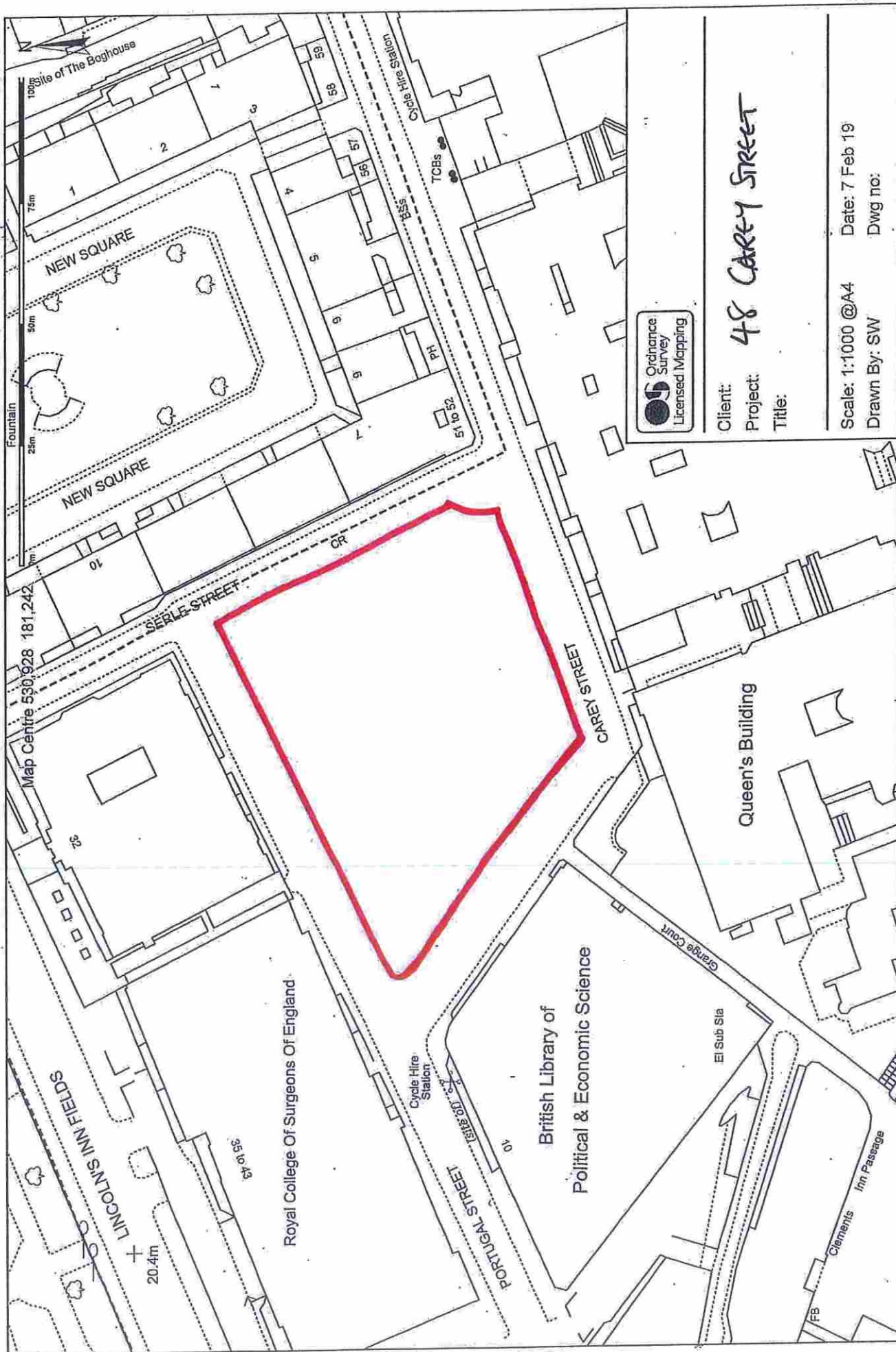
## **SCHEDULE 3**

### **Plans**





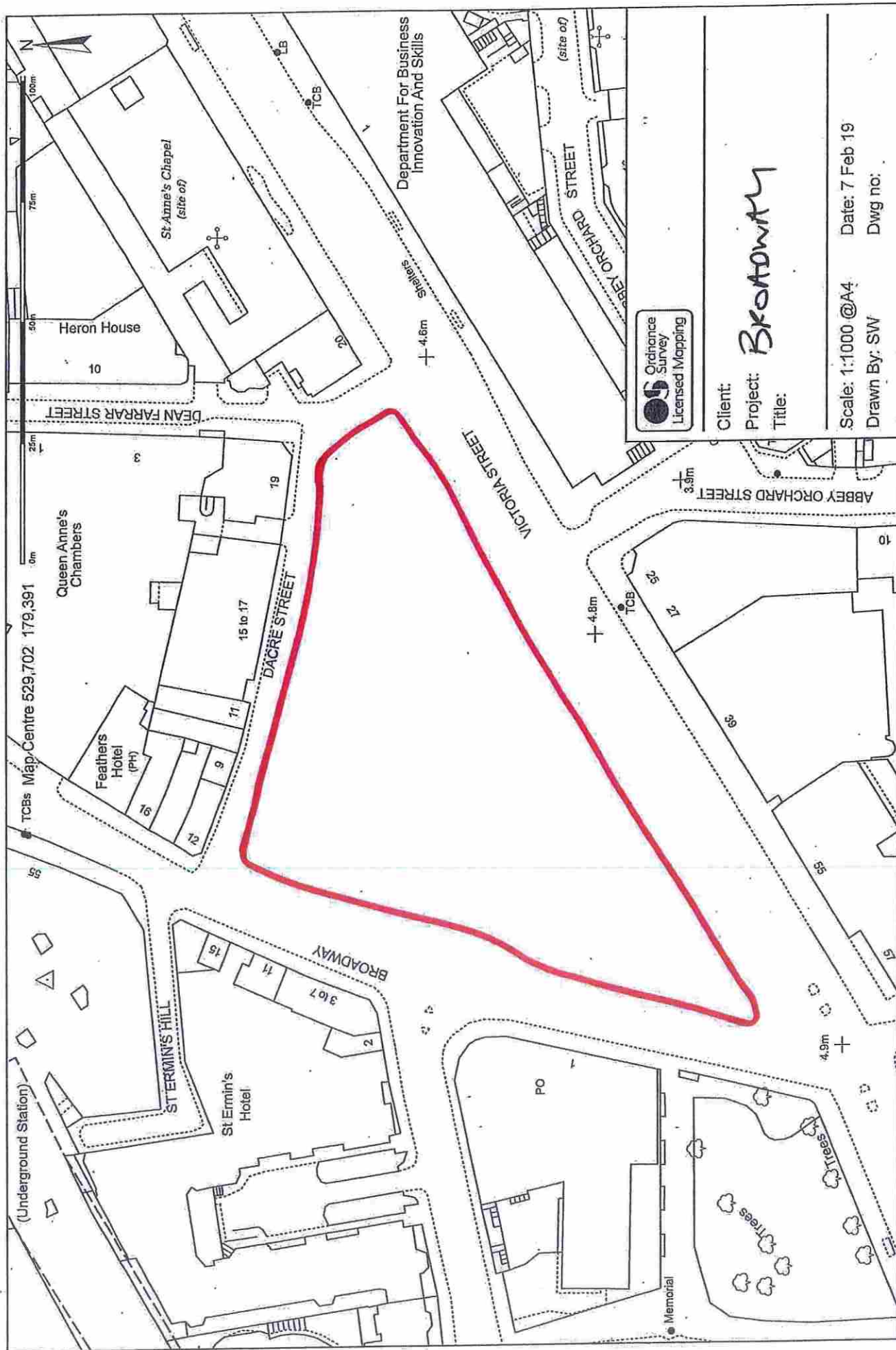




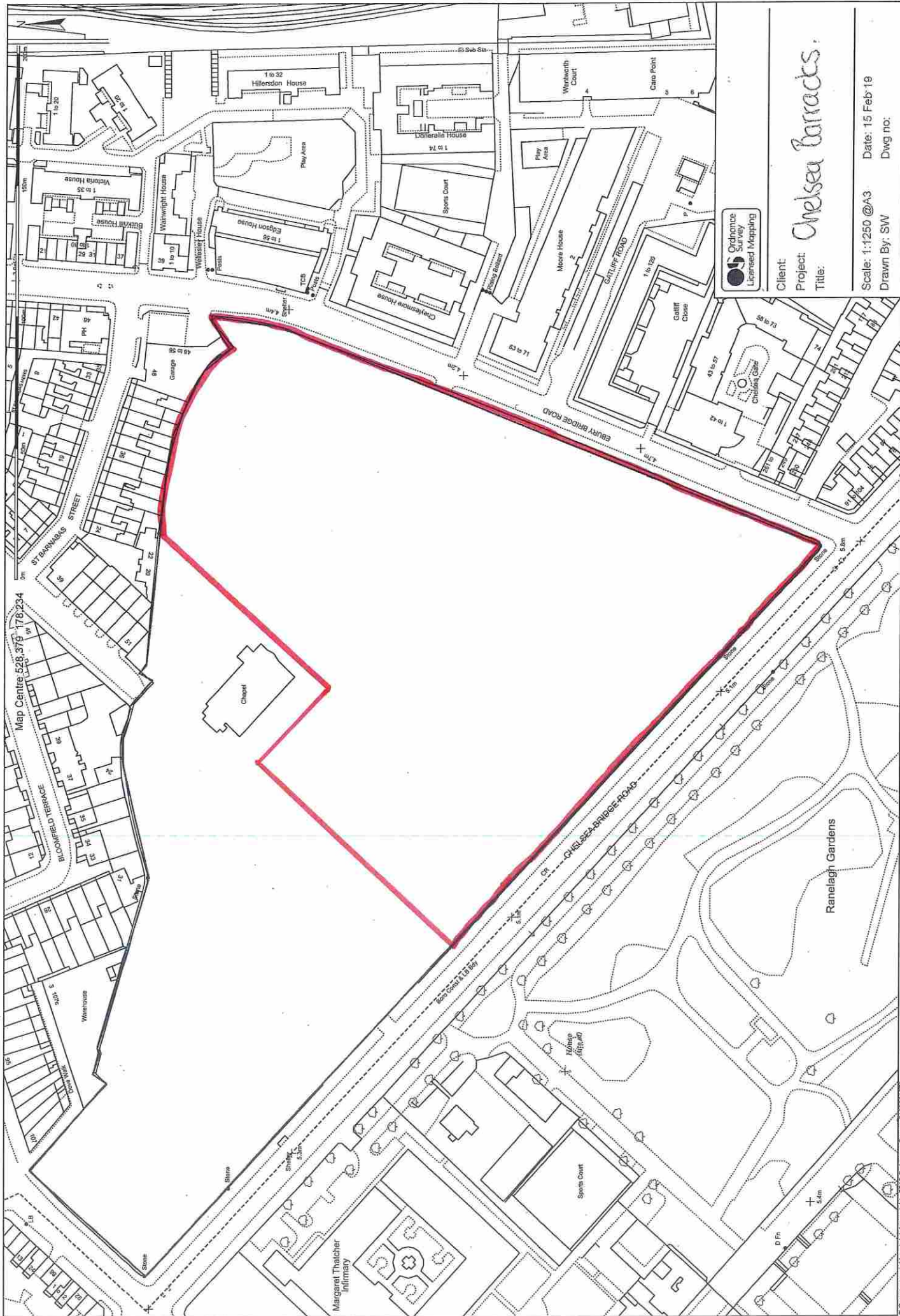












Client: **Chelsea Barracks**  
Project:  
Title:

Date: 15 Feb 19  
Dwg no:  
Scale: 1:1250 @A3  
Drawn By: SW

**Claim Number:**

**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

**B E T W E E N**

(7) MULTIPLEX CONSTRUCTION EUROPE LIMITED  
(8) LUDGATE HOUSE LIMITED  
(INCORPORATED IN JERSEY)

Claimants

and

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

Defendants

---

**"MPW4"**

---

This is the exhibit marked **"MPW4"** referred to in the witness statement of Martin Philip Wilshire dated 27 July 2020.

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 his 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"

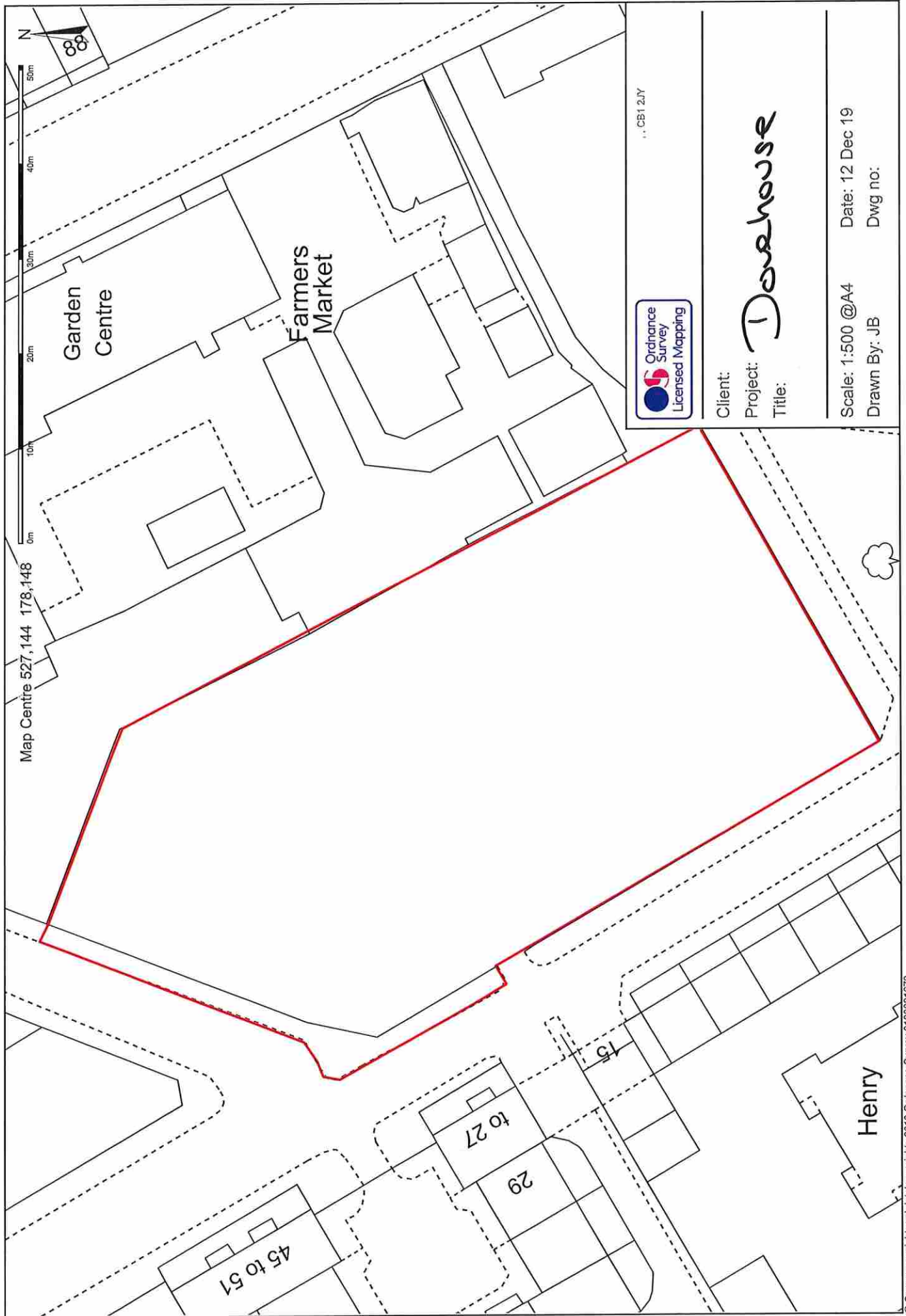
### **SCHEDULE 2**

#### **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



1: 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**

(9) MULTIPLEX CONSTRUCTION EUROPE LIMITED  
(10) LUDGATE HOUSE LIMITED  
(INCORPORATED IN JERSEY)

Claimants

and

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

Defendants

---

**"MPW5"**

---

This is the exhibit marked **"MPW5"** referred to in the witness statement of Martin Philip Wilshire dated 27 July 2020.

If this Transcript is to be reported or published, there is a requirement to ensure that no reporting restriction will be breached. This is particularly important in relation to any case involving a sexual offence, where the victim is guaranteed lifetime anonymity (Sexual Offences (Amendment) Act 1992), or where an order has been made in relation to a young person.

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IN THE HIGH COURT OF JUSTICE  
QUEEN'S BENCH DIVISION  
[2018] EWHC 3418 (QB)



No. ATC 18/0626

Royal Courts of Justice

Monday, 26 November 2018

Before:

HIS HONOUR JUDGE FREEDMAN (SITTING AS A JUDGE OF THE HIGH COURT)

B E T W E E N :

CANARY WHARF INVESTMENTS LIMITED & OTHERS

Applicants

- and -

- (1) ALEXANDER FARRELL
- (2) OWEN KELLY
- (3) ELLIOT HENSFORD
- (4) FINDLEY GLEESON
- (5) USAMA QUARISHI

Respondents

MR D. FORSDIC QC (instructed by Eversheds Sutherland) appeared on behalf of the Applicants.

MS BRUCE-JONES appeared on behalf of the Second Respondent

MR A. FARRELL, MR E. HENSFORD, MR F. GLEESON and MR U. QUARISHI appeared as Litigants in Person.

**J U D G M E N T**

HIS HONOUR JUDGE FREEDMAN (SITTING AS A JUDGE OF THE HIGH COURT):

- 1 Alexander Farrell, Owen Kelly, Usarma Quarishi, Elliot Hensford and Findley Gleeson have been brought to this court because they are in contempt of court and they are therefore the subject of committal proceedings. That is so because each of them has breached an injunction made in the High Court on 23 February 2018 by Mr Justice Warby.
- 2 That order was made against certain named defendants but also against persons unknown who might be minded to enter the Canary Wharf Estate. The terms of the order were that nobody was allowed to trespass in the Canary Wharf Estate and should they do so, in breach of the order, they were at risk of being sent to prison. I am satisfied that each of the five respondents was well aware of the existence of that order and indeed, in the case of Alexander Farrell, he had given an undertaking to this court that he would not trespass within the Canary Wharf Estate.
- 3 Notwithstanding their knowledge of the existence of that order, on 22 September of this year, all five of them broke through a secure door and entered a building under construction known as Newfoundland which has in excess of 50 storeys. When they broke into the building, they climbed past a sign, a sign which made it clear that it was dangerous for them to enter the building and, moreover, if they entered the building they were in breach of the court injunction. They took no notice and they scaled the height of the building passing signs on their way which they chose to ignore. That they had trespassed in this building became clear from their posts on social media.
- 4 They are, all of them, or were at the time, what is colloquially called 'urban explorers'. They were engaged in activities known as roof topping, carrying out acrobatic stunts, sitting or standing in exposed and precarious positions which were then filmed either on camera or on video and then posted on social media.
- 5 The activities of urban explorers cause considerable harm and could result in very serious danger. Indeed, before I go any further, I should observe that on 2 January this year, a young man by the name of Sam Clarke died at Canary Wharf as a result of falling from a high rise building.
- 6 First and foremost, in doing these antics on high rise buildings they expose themselves to considerable potential harm and indeed any one of them could have fallen on the night in question. It does not stop there. Security in the Canary Wharf site is of maximum importance. It is, as I am told, a matter of national significance. Security guards, coupled no doubt with other sections of the security forces, patrol and supervise the site for reasons of anti-terrorism. If people like the respondents break into buildings for their own gratification, that has the potential to compromise matters of national security. Moreover, it imposes an increasing and unnecessary burden on the security staff who are there to protect the national interest. Your activities have other implications. Were you to fall from a building, anybody in the vicinity of that building could be injured by you falling. Your activities also potentially place demands on the emergency services.
- 7 The prevalence of this activity caused the owners, after much reflection, to obtain the injunction. They did so to stop you from targeting these iconic trophy buildings. You

ignored that order. It is a grave matter. Each of you tell me that you did not appreciate the seriousness of the injunction. I find that hard to believe because anybody who sees written on a boarding "You are liable to go to prison" should understand that that is exactly what it does mean, should you breach the order. Nevertheless, I am satisfied that only now that you have been brought to the High Court and realised the gravity of your position that you have fully appreciated the implications of your acts.

- 8 Each one of you, albeit late in the day, has had the good sense to admit your involvement in trespassing that building on 22 September this year and to admit that you were aware of the injunction which said you could not do so. That is your saving grace because I can tell you now that had you contested these matters and had there been a hearing before me, then the outcome would have been very different indeed. As it is, I am willing to accept that you now do appreciate the gravity of what you did. I am willing to accept that you are truly apologetic for what you did. By accepting your responsibility, you are showing a degree of remorse and contrition.
- 9 Most importantly I am willing to accept that you are genuine when you say to me that you will never again engage in this kind of activity. In your case, Usarma Quarishi, I am particularly impressed when you say to me that you will do your utmost to discourage others, whom you know who are inclined to take part in urban exploring, from doing so. You should all do that if you do have contact with anybody who might be so inclined to do it in the future. Everybody who is attracted to this activity needs to understand it is forbidden, it is dangerous and it has all sorts of repercussions. On another occasion a court is unlikely to take the lenient approach that I am taking today.
- 10 I have thought long and hard about whether I should impose some form of custodial sentence. I have, ultimately, come to the view that that is not necessary. You are all young men, one of you 17, three of you 18 and one of you 19. You are, it seems to me, essentially decent young men; you are all engaged in gainful activities, whether it is at college or part-time work or full-time work. I do not want your careers to be blighted by having had some form of custodial sentence imposed upon you, but had I taken that course of action, you could not have complained. As an act of leniency and to safeguard your futures, I have decided not to take that course of action, but please rest assured that if any of you breach any further order in any way, then that is what a court will do. Make no mistake about it.
- 11 Alexander Farrell you are in a slightly different position because, first of all, you were not an unknown person, but you gave an undertaking, and secondly, you have been subject to a number of banning orders. You have flagrantly breached that undertaking, you have shown disrespect to the court because you gave the undertaking knowing you had to observe it and you did not. Moreover, you are in work and earning a reasonable salary. In your case, the sentence which I am going to impose is a financial penalty. You will pay the sum of £250 to reflect the seriousness of your breach.
- 12 In the other four cases, I am not going to impose a penalty. That does not mean you are getting off scot free: you have had the indignity of coming to court and facing these allegations of contempt, and you have had the anxiety of not knowing what the outcome was likely to be because you will all have heard what I said last Monday, that the court was contemplating some form of custodial sentence. You have therefore been punished to some extent but, as I say, I am not imposing a separate penalty. None of you, it seems to me, is in a position to pay any meaningful financial penalty and I do not, as I have said, want to go down the route of imposing a custodial sentence.

- 13      You can regard yourselves as fortunate, but let it be clear that you must never ever engage in this activity again.
-



**CERTIFICATE**

Opus 2 International Ltd. hereby certifies that the above is an accurate and complete record  
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This transcript has been approved by the Judge



Neutral Citation Number: [2019] EWHC 2962 (QB)

Case No. HQ 18 X 00427

**IN THE HIGH COURT OF JUSTICE**  
**QUEEN'S BENCH DIVISION**

Royal Courts of Justice  
Strand, London WC2A 2LL

Date: 21<sup>st</sup> October 2019

Start Time: 14:00 Finish Time: 14:30

Page Count: 12

Word Count: 5,426

Number of Folios: 76

Before:

**THE HONOURABLE MR JUSTICE MURRAY**

Between:

(1) TEIGHMORE LIMITED  
(2) LBQ FIELDEN LIMITED

**Claimants/  
Applicants**

- and -

(1) IAN DAVID BONE  
(2) PERSONS UNKNOWN ENTERING IN OR  
REMAINING AT THE SHARD OR SHARD  
PLACE WITHOUT THE CLAIMANTS'  
LICENCE OR CONSENT

**Defendants**

- and -

GEORGE HENRY KING-THOMPSON

**Respondent**

MR DAVID FORSDICK QC (instructed by Eversheds Sutherland (International) LLP) for  
the Claimants/Applicants.

MR PHILIP MCGHEE (instructed by Reeds Solicitors) for the Respondent.

The First Defendant did not attend and was not represented.

**APPROVED JUDGMENT**

*If this Transcript is to be reported or published, there is a requirement to ensure that no reporting restriction will be breached. This is particularly important in relation to any case involving a sexual offence, where the victim is guaranteed lifetime anonymity (Sexual Offences (Amendment) Act 1992), or where an order has been made in relation to a young person.*

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**MR JUSTICE MURRAY:**

1. This is an application by the applicants, Teighmore Limited and LBQ Fielden Limited, seeking the committal of the respondent, Mr George King-Thompson, for breaching an order made on 8 February 2018 by Ms. Leigh-Ann Mulcahy QC, sitting as a judge of the High Court (“the Injunction”). The applicants seek an order against Mr King-Thompson under CPR r.81.4(1)(b) for his committal on the grounds that he knowingly and/or deliberately acted in breach of the Injunction.

*The parties*

2. The first applicant owns a leasehold interest in the development known as “The Shard”, which is situated on land registered at the Land Registry with title number TGL386845. It is in possession of all the common parts of The Shard (including all of the stairwells and elevators).
3. The second applicant owns a leasehold interest in the site previously known as Fielden House. That building has now been demolished and the land is a site on which The Shard apartments are being (or have been) built, the land being registered at the Land Registry with title number TGL144345.
4. Mr King-Thompson is a 20-year-old man, who is a member of the urban exploring community. On Monday 8 July 2019, when he was 19 years old, he climbed the exterior of The Shard from ground level to near the top in breach of the Injunction, which restrained persons unknown from entering or remaining upon any part of The Shard without the licence or consent of the first applicant. Mr King-Thompson, of course, did not have such licence or consent.

*Background*

5. Urban exploring is an activity which involves the exploration of buildings and manmade structures within the urban environment. The activity often involves trespassing on parts of buildings to which public access is prohibited, which the public have no licence to access and which are intended to be secure. The term “urban exploration” is commonly abbreviated to “urbex”, “UE”, “bexing” and “urbexing”. One particular feature of urban exploration is known as “rooftopping”. This is an activity in which individuals gain access to the roof of a building, generally without the consent of the building owner, in order to take photographs and/or videos. Urban explorers see the tallest buildings as trophy targets.
6. Many urban explorers use social media and other forms of media to promote their activities, with a view to building their social media profile through platforms including YouTube, Facebook, Instagram and Snapchat. Some generate income this way. Some urban explorers have their own channels on YouTube.
7. The risks involved in urban exploring are apparent from the number of deaths that have occurred in various places around the world. A list of such deaths, running to 16, is attached to the affirmation dated 20 July 2019 of Mr Stuart Wortley, a Partner at Eversheds Sutherland (International) LLP, the applicants’ solicitors. It is unlikely to be controversial to note that urban exploring is potentially a dangerous activity. That, no doubt, is an important part of its appeal to those who undertake it.

8. The Shard is the tallest building in Western Europe and is therefore a trophy target for trespassers and, in particular, urban explorers. It has been the target of numerous actual and threatened acts of trespass. Anti-climbing measures have been installed at The Shard, but they are obviously not entirely effective. The Shard is located next to London Bridge station, which is the fourth busiest railway station in the UK, serving the south and the southeast of England.

*Procedural history*

9. These proceedings were served on Mr King-Thompson's solicitors, who were authorised to accept service on his behalf, on 9 September 2019, along with the four affirmations provided by the applicants as evidence in support of their committal application against Mr King-Thompson.

*Terms of the Injunction*

10. The Injunction included a penal notice, making it clear to anyone with sight of the Injunction that among the possible sanctions for breach of the Injunction is imprisonment. In addition, a warning notice regarding the Injunction itself ("the Warning Notice") was posted at various points around The Shard. The Warning Notice reads as follows:

**"THE SHARD**

**IMPORTANT NOTICE**

HIGH COURT OF JUSTICE - CLAIM NO. HQ18X00427

On 8th February 2018, an order was made in the High Court of Justice prohibiting anyone from trespassing on these premises.

The area beyond these doors is private and you will be trespassing and in breach of this injunction if you enter.

Anyone in breach of this injunction will be in contempt of court and may be imprisoned, fined or have their assets seized.

A copy of the court order is available from  
[enquiries@shardquarter.com](mailto:enquiries@shardquarter.com)

Teighmore Limited"

*The applicable legal principles*

11. The procedural requirements governing a committal application are set out in CPR Part 81.
12. The law that applies to establish if there has been a contempt of court by virtue of the breach of a court order is summarised in numerous recent cases. One helpful example of such a summary is in the judgment of Marcus Smith J in *Absolute Living Developments Limited v DS7 Limited* [2018] EWHC 1717 (Ch) at [30]. That case

concerned breaches of a freezing order, but the same principles apply to the Injunction. The key principles are:

- i) The order must bear a penal notice.
  - ii) There has to have been effective service on the respondent, either by personal service or, as in this case, by substituted service where that has been permitted.
  - iii) The order must be capable of being complied with (in the sense that the time for compliance is in the future), and it must be clear and unambiguous.
  - iv) The breach of the order must have been deliberate, which includes acting in a manner calculated to frustrate the purpose of the order. It is not necessary, however, that the respondent intended to breach the order in the sense that he or she knew the terms of the order and knew that his or her relevant conduct was in breach of the order. It is sufficient that the respondent knew of the order and that his or her conduct was intentional as opposed to inadvertent: *Spectravest v Aperknit* [1988] FSR 161 at 173).
  - v) A deliberate breach of an order is very significant. It is clearly in the public interest that court orders be obeyed.
  - vi) The standard of proof in relation to any allegation that an order has been breached is the criminal standard. The burden of proof is on the applicant or applicants to establish an allegation of breach to the criminal standard.
13. In this case, I must, in other words, be sure beyond reasonable doubt that Mr King-Thompson has committed a deliberate breach of the Injunction. The burden of proof is on the applicants to establish to the criminal standard that he has committed the alleged breach.
14. Because of the consequences of breaching an injunction order with a penal notice attached, the terms of the order must be clear and unequivocal and should be strictly construed. This was emphasised by Lord Clarke in the Supreme Court in the case of *JSC BTA Bank v Ablyazov (No 10)* [2015] UKSC 64, [2015] WLR 4754 at [19], where Lord Clarke approved a statement to this effect in the judgment of Beatson LJ at [37] of the Court of Appeal's decision in the same case ([2013] EWCA Civ 928).
15. Mr David Forsdick QC, who represents the applicants, drew my attention to passages in the reference work *Arlidge, Eady & Smith on Contempt* (5th Edition), that highlights the importance placed by the court in civil contempt proceedings on the public interest in seeing that court orders are upheld. I was referred to paras 3-73 and 3-74 of *Arlidge, Eady & Smith*, and my attention was drawn in particular to the observation made by Lord Woolf MR in *Nicolls v Nicholls* [1997] 1WLR 314 at 326B-C:

“Today it is no longer appropriate to regard an order for committal as being no more than a form of execution available to another party against an alleged contemnor. The court itself has a very substantial interest in seeing that its orders are upheld.”



16. *Arlidge, Eady & Smith* goes on to discuss the judgment of Lord Phillips MR in *Mid-Bedfordshire District Council v Thomas Brown* [2004] EWCA Civ 1709 at [26]-[27], where the Master of Rolls emphasised the importance of court orders being obeyed and the necessity for sanctions in circumstances where they are deliberately disobeyed:

“26. The practical effect of suspending the injunction has been to allow the defendants to change the use of the land and to retain the benefit of occupation of the land with caravans for residential purposes. This was in defiance of a court order properly served on them and correctly explained to them. In those circumstances there is a real risk that the suspension of the injunction would be perceived as condoning the breach. This would send out the wrong signal, both to others tempted to do the same and to law-abiding members of the public. The message would be that the court is prepared to tolerate contempt of its orders and to permit those who break them to profit from their contempt.

27. The effect of that message would be to diminish respect for court orders, to undermine the authority of the court and to subvert the rule of law. In our judgment, those overarching public interest considerations far outweigh the factors which favour a suspension of the injunction so as to allow the defendants to keep their caravans on the land and to continue to reside there in breach of planning control.”

17. I also bear in mind that:

- i) the sanction of custody on a committal application is the “court’s ultimate weapon”, as noted by Mrs Justice Proudman in *JSC BTA Bank v Solodchenko* [2010] EWHC 2404 (Comm), and must be sparingly used and only invoked when truly needed;
- ii) the sanction of committing a person to prison for contempt can only be justified where the terms of the order allegedly breached are unambiguous and the breach is clear beyond all question: see, for example, *Redwing Ltd v Redwing Forest Products Ltd* [1947] 64 RPC 67 at 71 (Jenkins J).

*Evidence of alleged breaches*

18. In support of the committal application the applicants have submitted evidence in the form of four affirmations, each accompanied by one or more exhibits.
19. The first affirmation is dated 20 July 2019 and is the affirmation made by Mr Wortley to which I have already referred. In his affirmation Mr Wortley gives evidence about the activity of urban exploring and some of the well-known individuals who are involved in urban exploring beyond Mr King-Thompson, who has become well-known since his climb of The Shard.

20. Mr Wortley describes the circumstances in which the Injunction in this case was obtained. He also describes the circumstances in which Mr King-Thompson first came to the attention of his firm in November 2018 after he had uploaded photograph and video footage showing him climbing a tower crane at one of the 15 construction sites at Wembley Park on Bonfire Night, using the firework display at Wembley Stadium as a backdrop to his images. In relation to that, Mr Wortley referred to a witness statement prepared in relation to that incident by Mr Matt Voyce, a construction director at Quintain Limited, one of the companies involved with the Wembley Park development. At para 39 of Mr Voyce's witness statement, Mr Voyce referred to an incident in which five well-known urban explorers had deliberately breached an injunction to restrain trespass at Newfoundland, a construction site at Canary Wharf which was protected by an injunction obtained in February 2018. At para 50 of that statement he referred to committal proceedings that occurred before HHJ Freedman, sitting as a Judge of the High Court, on 26 November 2018. It is reasonable to suppose that Mr King-Thompson would have read Mr Voyce's witness statement and by that means would have become aware, if he was not already, of the serious implications of breach a court injunction.
21. Mr Forsdick took me to the judgment of HHJ Freedman in the proceedings to which Mr Voyce had referred, where the judge indicated that he had seriously considered sending the five young men, who were of roughly similar age to Mr King-Thompson, to prison for breach of that injunction, but where he ultimately decided that it was not necessary, for reasons given in his judgment. The judge very clearly warned those respondents that on a future occasion imprisonment might be inevitable.
22. Mr Wortley also gives evidence as to the events of 8 July 2019. The climb started at 5:00 am. Mr King-Thompson climbed up the external structure of The Shard. Mr Wortley also deals with media coverage of the climb as well as various videos uploaded by Mr King-Thompson himself or by others. There was a significant amount of coverage of the climb in the days and weeks that followed it.
23. I also have the affirmation dated 25 July 2019 of Ms Joanna Begaj, an associate at Eversheds Sutherland, in which she:
  - i) notes that Mr King-Thompson has acquired a manager since his climb of The Shard, who happens to be the same manager as represents Mr Alain Robert, a famous urban explorer known as "the French Spiderman";
  - ii) refers to an Instagram post made by Mr King-Thompson on 21 July 2019 in which he referred to his ascent as illegal and to which he also appended the hashtag #rooftopilegal [sic]; and
  - iii) refers to an interview with Mr Piers Morgan and Ms Susanna Reid on the television programme *Good Morning Breakfast* on 10 July 2019, during which Mr King-Thompson refers to having been helped in his preparations by seven other individuals.
24. I also have the affirmation dated 26 July 2019 of Ms Kay Harvey, Head of Property Management at Real Estate Management (UK) Limited, in which she deals with:
  - i) the posting of the Warning Notice at various locations at The Shard;

- ii) the anti-climbing measures at The Shard;
  - iii) visitors to the public viewing gallery at The Shard and the visit of Mr King-Thompson himself to the public viewing gallery at The Shard on 30 November 2018;
  - iv) the climb itself on 8 July 2019; and
  - v) the questioning of Mr King-Thompson by the Metropolitan Police on 18 July 2019 in connection with possible offences of criminal damage, aggravated trespass, public nuisance and trespass on the railway, at the end of which, Ms Harvey understands, he was issued with a caution for trespassing on the railway.
25. Regarding Mr King-Thompson's visit to the public viewing gallery on 30 November 2018, Ms Harvey notes that he had bought his ticket on-line the day before and made his visit at about 1:00 pm. She says that during that visit he would have had to walk past at least 10 copies of the Warning Notice regarding the Injunction on level 1 (5 locations), level 33 (3 locations), level 68 (one location) and level 72 (one location).
26. Regarding the events of 8 July 2019, Ms Harvey stated that Mr King-Thompson had accessed The Shard from next to platform 9 at London Bridge Station, climbing on to the glazed roof above London Bridge Station and from there accessed the bottom of The Shard structure using suction cups to get over the lower part of the climb in order to circumvent anti-climbing measures. She said that he then was able to abandon the suction cups after level 5 and eventually reached level 73, the floor immediately above the public viewing gallery, to which there was no public access at the time, where he stopped climbing. The police and two ambulances were called to the site, but Mr King-Thompson was not arrested at that time.
27. Finally, I have a second affirmation, this one dated 29 August 2019, from Ms Begaj of Eversheds Sutherland, in which she gives evidence as to a video podcast uploaded on 27 July 2019 between Mr King-Thompson and Ms Ally Law, a well-known urban explorer, in which Mr King-Thompson talks about months spent planning the climb, the speed and aggression needed for the climb and the closure of London Bridge Station as a result of his climb. Regarding that last point, he appears to minimise the disruption he caused, saying during the podcast:
- “Yes, I may have closed down a little bit of the station, but you know, like, at 5 o'clock there's not many training running anyway, so ...”
28. Ms Begaj also notes in her second affirmation that during the podcast Mr King-Thompson described his many nights of reconnaissance, including in disguise, up to a year of preparation, getting help from seven unnamed associates, the various routes up The Shard that he considered, and the creation of his brand as a result of his climb.
29. Ms. Begaj also gives evidence as to the appearance of Mr King-Thompson and his mother on the BBC *One Show* to discuss the climb. He apparently talked in that interview about taking his mother to dinner at The Shard before climbing it, the visit

being one of around 200 he made as part of his planning, in various disguises and so on.

### *Findings*

30. Mr King-Thompson has made full admissions in these proceedings, although only belatedly. He has admitted he has been aware of the Injunction since the Spring of this year. He has described his meticulous preparation for the climb in social media posts and interviews, and I have referred to some of that in my review of the evidence. He would have passed numerous copies of the Warning Notice, particularly during his visit to the public viewing gallery of The Shard, and he has admitted he was aware of the Injunction and its contents since last Spring, substantially before his climb. In the circumstances I am satisfied to the criminal standard that Mr King-Thompson's breach of the Injunction was knowing, deliberate and contumacious.

### *Legal framework for sentencing*

31. Section 14 of the Contempt of Court Act 1981 provides that a committal must be for a fixed term and that the term shall not on any occasion exceed two years. If the committal is ordered to take effect immediately, the contemnor is entitled to automatic release without conditions after serving half of that committal.
32. There are two functions of sentencing for civil contempt. The first is to uphold the authority of the court and to vindicate the public interest that court orders should be obeyed. The second is to provide some incentive for belated compliance. These dual purposes are discussed in various authorities, one being *JSC BTA Bank v Solodchenko* (No. 2) [2012] 1 WLR 350 (CA) (Jackson LJ) at [45].
33. In all cases, it is necessary to consider whether committal to prison is necessary and, if so, what the shortest time necessary for such imprisonment would be and whether a sentence of imprisonment can be suspended.
34. Lawrence Collins J in the case of *Crystal Mews Limited v Metterick* [2006] EWHC 3087 (Ch) set out a number of principles that apply to sentencing for civil contempt. At [13] he notes various factors to be taken into account when considering the appropriate penalty:

“13. The matters which I may take into account include these. First, whether the claimant has been prejudiced by virtue of the contempt and whether the prejudice is capable of remedy. Second, the extent to which the contemnor has acted under pressure. Third, whether the breach of the order was deliberate or unintentional. Fourth, the degree of culpability. Fifth, whether the contemnor has been placed in breach of the order by reason of the conduct of others. Sixth, whether the contemnor appreciates the seriousness of the deliberate breach. Seventh, whether the contemnor has co-operated.”

35. In a subsequent case, *Asia Islamic Trade Finance Fund Ltd v Drum Risk Management Ltd* [2015] EWHC 3748 (Comm) at [7] Popplewell J added to the foregoing list the following factor:

“... whether there has been any acceptance of responsibility, any apology, any remorse or any reasonable excuse put forward.”

36. Finally, Popplewell J in the *Asia Islamic Trade Finance Fund Ltd* case (affirmed by the Court of Appeal) made the point that if it is determined that a term of committal is inevitable, then where there have been admissions it is appropriate to make some form of reduction in the term. By analogy with the Sentencing Council Guidelines, a maximum reduction of one third might be appropriate where the admissions are made at the outset of proceedings for contempt, and thereafter a sliding scale down to about 10 per cent where admissions are made at trial.
37. In this case Mr King-Thompson was 19 years old at the time of the breach of the Injunction, and he is 20 years old now. Mr Forsdick has drawn my attention to sections of *Arlidge, Eady & Smith* dealing with the sentencing of defendants between the ages of 18 and 21, namely, paras 14-74 to 14-78 and 14-81 to 14-82, the key points being that (i) where a custodial sentence is passed, rather than going to adult prison, the custodial sentence will be served as detention in a Young Offenders' Institution and (ii) the court is not required to obtain a pre-sentence report before passing sentence.

### *Culpability*

38. Considering Mr King-Thompson's culpability for this breach, I have already indicated that I consider the breach to have been deliberate, knowing and contumacious. His culpability is, therefore, high.

### *Harm*

39. In terms of the harm caused by his contempt, it seems to me there are a number of heads of harm:
- i) most seriously, the harm to the public interest caused by a serious breach of an injunction such as the one at issue in this case;
  - ii) the risk of death to which Mr King-Thompson subjected himself and, by his example and the publicity given to his breach in which he actively participated, the increased risk that others, perhaps less skilful, will attempt the same or similar illegal and dangerous climbs;
  - iii) his compromising of the security of The Shard; and
  - iv) the disruption at London Bridge Station (not the most serious harm occasioned by his breach, but he did cause disruption to operations there, inconveniencing members of the public).
40. Regarding compromising the security of The Shard, I note that ionic buildings are sometimes the target of terrorists. If such a building is targeted by urban explorers and information regarding ways into and around the building are posted online, the safety and security of those who live in, work in and visit such buildings is potentially at risk.



Some of the publicity that Mr King-Thompson has given to his climb would appear to have increased that risk in relation to The Shard.

*Aggravating factors*

41. In my view, the aggravating factors in this case are:
- i) despite being aware of the Injunction and its penal consequences, Mr King-Thompson's meticulous planning and preparation over a lengthy period, including numerous visits to the site, including the use of disguises;
  - ii) the involvement of up to seven accomplices (which also makes it all the more unlikely that Mr King-Thompson would not have been fully aware of the consequences of breaching the injunctions, since there is likely to have been discussion between them concerning the possible consequences of the climb);
  - iii) the fact that Mr King-Thompson has actively and widely publicised the contempt through social media and interviews with traditional media.
42. Regarding that last point, I take into account the submission made on his behalf by Mr Philip McGhee that to some extent he has just gone along with that publicity rather than actively courted it, but nonetheless Mr King-Thompson had the choice not to go along with that publicity and/or to take the opportunity of the publicity to express contrition for breaching a court order, which he does not appear to have done.

*Mitigating factors*

43. In his letter to the court, to which I will revert in a moment, Mr King-Thompson says he chose a time and a route to minimise public possible disruption. He was therefore clearly aware that there could be some disruption of the public. In his letter, Mr King-Thompson says the following:
- i) he climbed at 5:00 am to minimise potential adverse effect on the travelling public;
  - ii) he chose a route where, if he fell, he would land on a roof, rather than directly on to a pedestrian concourse (although there is no evidence that he made any assessment as to whether, if he had fallen, the roof would have held up under the impact of his fall); and
  - iii) he did not wear a head camera because the climb was not about publicity (although he has given interviews and made various social media postings about the climb).

*Personal mitigation*

44. In relation to personal mitigation, Mr King-Thompson's age, 19 at the time of the climb and 20 now, is obviously very important, and I accept that there must have been a degree of immaturity in his approach to this breach.
45. I also take into account his previous good character. He received a caution for trespass as a result of this incident, but other than that he has had no involvement with the police.

Indeed, I have had a couple of character references that speak of his positive good character.

46. This morning I was handed a bundle of documents, which I have read carefully. The bundle includes the following documents:
- i) various letters, documents and medical records dealing with Mr King-Thompson's early history of learning difficulties and his diagnosis of Attention Deficit Hyperactivity Disorder (ADHD), for which he was prescribed medication;
  - ii) a report dated 16 October 2019 by Dr David Oyewole, a consultant psychiatrist;
  - iii) an undated letter by Mr King-Thompson to the court;
  - iv) a letter dated 16 October 2019 (so, just five days before this hearing) from Mr King-Thompson's solicitors confirming that Mr King-Thompson accepts liability and that he does not intend to contest the committal proceedings;
  - v) a letter dated 16 October 2019 from a family friend of the King-Thompson family, Mr Kent Rowey, who talks of Mr King-Thompson's high personal integrity and genuine desire to help others; and
  - vi) an e-mail dated 4 October 2019 from JP Hassett of R.E.A.L Fundraising, who talks about Mr King-Thompson's passion for fundraising for the young homeless, his high work rate and his attention to detail.
47. Regarding Dr Oyewole's report, at para 7.6 Dr Oyewole notes that ADHD is not a direct factor in the decision to climb, but at para 7.7 he suggests that it is an indirect effect, noting that, in his view, there is a subset of individuals with ADHD who find that ultra-exercise has a significant beneficial effect. I accept that Mr King-Thompson's ADHD may have played a factor in his breach of the Injunction, but that is merely explanatory, not exculpatory.
48. Regarding Mr King-Thompson's letter to the court, I presume that it was written recently. I accept that he is now sorry and takes full responsibility for his actions. He talks about his aim in life to inspire individuals and to spread his philosophy of following one's passion. He also talks about his having made a number of conscious decisions to minimise the impact of his climb on others, as I have already mentioned.

*Credit for admissions/remorse*

49. Mr King-Thompson has made a late admission for liability, but the extensive publicity that has been given to his climb undermines the credibility of his claim that he is now remorseful. His counsel suggested that he merely went along with much of the publicity that has accompanied his climb, but even taking that view, the fact that he did so and did not take the opportunity to express remorse in my view undermines his claim of remorse. I note that he expressed some contrition for causing a degree of disruption to commuters, but no apparent contrition for breaching a court order until his letter was handed up to me this morning.

*The sentence*

50. I have had regard to the eloquent and forceful submissions of Mr McGhee, who has said to the court all that could be said in mitigation on Mr King-Thompson's behalf.
51. Given the clearly deliberate and knowing nature of the breach in this case, which involved meticulous planning over an extended period, involvement of at least one other person (and, on Mr King-Thompson's own account, advice and assistance of up to seven other people), Mr King-Thompson's lack of remorse until really very recently, and the giving of publicity to the contempt through social and traditional media, this matter crosses the custody threshold.
52. In the circumstances, given the high culpability and number of aggravating factors, which involve a deliberate and knowing flouting of the Injunction, despite Mr King-Thompson's age and previous good character, I am not able to suspend the sentence. Therefore, the sentence will be one of immediate custody.
53. I have mentioned that sentencing for contempt typically has a dual purpose; punishment and coercion. In this case, however, it is not possible for Mr King-Thompson to purge his contempt. The order has been breached, and that breach cannot be cured.
54. Had Mr King-Thompson been older, the starting point would have been at least 39 weeks (or nine months). However, in light of his age and apparent immaturity I have taken a starting point of 26 weeks (or six months). There are a number of aggravating factors which I have already mentioned, but I balance against that that he has made an admission, albeit late, and has expressed remorse and contrition, although he appears to have done so principally in the shadow of this hearing and the imposition of sanction, rather than due to any real contrition for deliberately breaching a court order.
55. I have taken his previous good character, and indeed positive good character as evidenced by the character references, into account.
56. Accordingly, overall the sentence that I consider to be just and proportionate, in light of Mr King-Thompson's deliberate and knowing breach of the Injunction, having regard to the aggravating and mitigating factors, is a total sentence of 24 weeks' detention in a Young Offenders' Institution.
57. Mr King-Thompson will be released after serving one behalf of that sentence.
58. I now commit Mr King-Thompson into the hands of the Tipstaff to be taken into detention.

- - - - -

This transcript has been approved by Mr Justice Murray

**Claim Number:**

**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

**B E T W E E N**

- (11) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (12) LUDGATE HOUSE LIMITED  
(INCORPORATED IN JERSEY)

Claimants

and

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

Defendants

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**"MPW6"**

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This is the exhibit marked **"MPW6"** referred to in the witness statement of Martin Philip Wilshire dated 27 July 2020.

# **Multiplex Construction Europe Limited**

Annual report and financial statements  
Registered number 03808946  
31 December 2018





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## General information

### Directors

G Assimakopoulos	
A Muldoon	
J Ballingall	(Resigned 5 December 2018)
B Keenan	
T Atkinson	(Resigned 3 August 2018)
J Ballantyne	
P Maguire	
A Ridley-Barker	(Appointed 10 May 2018)

### Secretary

B Keenan	(Resigned 10 May 2018)
T Marke	(Appointed 10 May 2018)

### 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  
London

## Strategic report

The board of directors present the strategic report of the Company for the year ended 31 December 2018.

### Business review and future developments

The Company recorded revenues of £1.1 billion (2017: £1.2 billion), construction margin of £42.6m (2017: £35.1m) and EBITDA<sup>1</sup> of £17.9 million (2017: £14.5 million) for the year ended 31 December 2018. The improved EBITDA on a consistent turnover is a reflection of the business' focus on improving risk management and successful consolidation of the business position following a period of significant growth which has seen turnover more than triple over a 4 year period.

Construction margin and EBITDA<sup>1</sup> are non-IFRS measures utilised by management 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<sup>1</sup>, including both positive and negative adjustments.

	Year ended 31 December 2018 £m	Year ended 31 December 2017 £m
Net profit	12.6	3.3
Depreciation and amortisation	0.3	0.3
Unrealised cost provision <sup>1</sup>	-	10.4
Interest income	(0.4)	(0.4)
Income tax expense	5.4	0.9
EBITDA <sup>1</sup>	17.9	14.5

<sup>1</sup> 31 December 2017 adjusted to exclude an unrealised cost provision

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 2019:

- The Broadway, which is a £420 million, 1.72 acre mixed-use development in Westminster, London comprising 268 apartments, 142,000 square foot of commercial and retail accommodation and public realm; and
- Chelsea Barracks Phase 4, which is a £243 million, 13 acre development on Chelsea Bridge Road to the south of Sloane Square in Westminster, London. The works comprise 91 apartments spread across three residential buildings.

These project wins combined with a strong pipeline will underpin our turnover and profitability expectations going forward and have increased our workbook to £4.6 billion as at 31 December 2018 up from £4.2 billion the year before. The current workbook primarily includes nine residential projects worth £2.1 billion and six commercial projects worth £2.1 billion in addition to other work. One project valued at £113 million completed in the year. Our backlog revenue stands at £1.8 billion as at 31 December 2018 (2017: £2.2 billion) providing high levels of certainty over our future trading performance.

**Strategic report (continued)**

**Principal risks and uncertainties**

The principal activity of the Company is as a building contractor, and future results will therefore be impacted by any reduction in building activity brought about by the prevailing economic conditions. 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. These outcomes are reflected in project profit estimates which are then regularly reviewed by senior operational and financial management who may consider adjusting these estimates to ensure a prudent level of risk is reflected in the Company's financial results.

*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.

## Strategic report (continued)

### Corporate responsibility

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.

Our approach is focused on being a good corporate citizen. The Company is committed to providing sustainable futures for everyone. 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 has a zero tolerance approach to all forms of modern slavery and human trafficking within our business and operates to the highest ethical standards.

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, 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.

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 past 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.

### Employees

The Multiplex culture is focused on people, precision, positive impact and evolution. It 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 or sexual orientation. In terms of recruitment, training, career development, promotion or any other aspect of employment, we ensure no one is discriminated against, either directly or indirectly. 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 BS OHSAS 18001 with UKAS Accredited Lloyds Register (LRQA) with no Non Conformances currently recorded against our health and safety management systems and their implementation. We are targeting certification to the new ISO 45001 standard in March 2019.

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 our 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 continue to work towards full compliance with the Build UK Health and Safety Roadmap to Excellence.



## Strategic report (continued)

### Health and safety (continued)

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.

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 are being shared through various public speaking opportunities, meetings with the HSE and other specialist forums. The findings have contributed the detailed review and update to HSG168 Fire Safety guidance in Construction.

Further research opportunities are being pursued, in particular a joint venture with the HSE Science division, Construction Plant Association – Tower Crane interest Group and Strathclyde University to study the potential benefits or otherwise to the safe operation of tower cranes through the use of hook mounted cameras.

The combined accident frequency rate for reportable accidents for the Company and its subcontractors was 0.06 during 2018, representing a 45% reduction on the previous year and coming in well below our target for the year (0.13).

### Environmental management

Sustainability is an integral part of how we operate as a business. Our commitment to “protecting the future as we build it” can be seen in the award-winning projects we deliver, our environmental performance, our close involvement with the communities in which we operate, and our initiatives in employee safety and wellbeing. The Company approach is certified to the highest global environmental management standard ISO14001.

Our Commitment is further demonstrated by our decision in 2018 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. This means that our energy use and emissions will be scientifically measured against global thresholds to help us meet our commitment to avoid dangerous climate change.

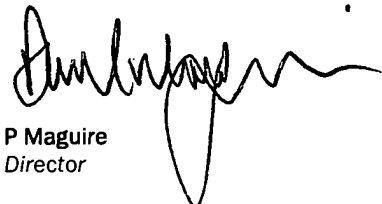
Our commitment to the Science Based Targets initiative is testament to Multiplex's proactive leadership in tackling climate change. In doing so, we will drive energy efficiency, strengthen our client and supply chain relationships, and increase our competitive advantage as the world moves towards a low-carbon economy.

### 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 £307,434 in 2018 (2017: £432,676) 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.



P Maguire  
Director

99 Bishopsgate, 2nd Floor  
London  
EC2M 3XD

10 April 2019

## Directors' report

The directors present their report and the audited financial statements for the year ended 31 December 2018.

### 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 14. The directors declared no dividend during the year (2017: £nil).

### 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

Having considered the above the directors have a reasonable expectation that the Company has adequate resources to continue in operation and is well positioned in the current market. Accordingly, they continue to adopt the going concern basis in preparing the financial statements.

### Directors

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

G Assimakopoulos	
A Muldoon	
J Ballingall	(Resigned 5 December 2018)
B Keenan	
T Atkinson	(Resigned 3 August 2018)
J Ballantyne	
P Maguire	
A Ridley-Barker	(Appointed 10 May 2018)

### 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

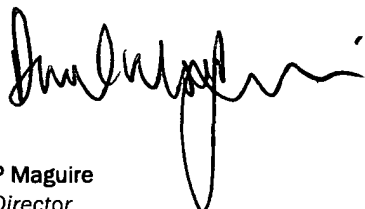
In accordance with s414A/C of the Companies Act 2006 (Strategic Report and Director's Report) Regulations 2013, the directors have prepared the strategic report for the Company.

**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.

By order of the board



**P Maguire**  
*Director*

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

10 April 2019

## 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 International Financial Reporting Standards (IFRSs) as adopted by the European Union. 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, International Accounting Standard 1 requires that directors:

- properly select and apply accounting policies;
- present information, including accounting policies, in a manner that provides relevant, reliable, comparable and understandable information;
- provide additional disclosures when compliance with the specific requirements in IFRSs are insufficient to enable users to understand the impact of particular transactions, other events and conditions on the entity's financial position and financial performance; and
- make an assessment of the Company's ability to continue as a going concern.

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 2018 and of its profit for the year then ended;
- have been properly prepared in accordance with International Financial Reporting Standards (IFRSs) as adopted by the European Union; 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 statement of financial position;
- the statement of changes in equity;
- the statement of cash flows;
- the related notes 1 to 24.

The financial reporting framework that has been applied in their preparation is applicable law and International Financial Reporting Standards (IFRSs) as adopted by the European Union.

#### **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.



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

### **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.

### **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 Financial Reporting Council'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 strategic report and the directors' report for the financial year for which the financial statements are prepared is consistent with the financial statements; and
- the strategic report and the directors' report have 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 strategic report or the directors' report.

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

### **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.

### **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  
London, United Kingdom

10 April 2019

## Income statement

for the year ended 31 December 2018

Year ended 31 December			
GBP Thousands	Note	2018	2017
Revenue		1,064,934	1,155,385
Direct costs		(1,022,370)	(1,120,316)
Construction margin		42,564	35,069
Unrealised cost provision		-	(10,400)
Other income	8	420	376
Administrative Expenses		(24,752)	(20,567)
Depreciation		(271)	(265)
Net profit before tax	5	17,961	4,213
Income tax expense	9	(5,356)	(927)
<b>Net profit</b>		<b>12,605</b>	<b>3,286</b>

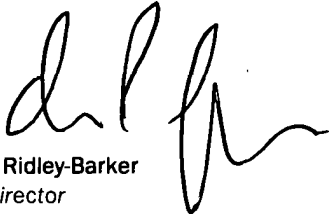
All activities relate to continuing operations.

There were no items of other comprehensive income other than those stated above for either period and consequently no statement of other comprehensive income is presented.

**Statement of financial position**  
at 31 December 2018

GBP Thousands	Note	2018	2017
<b>Assets</b>			
<b>Current assets</b>			
Cash and cash equivalents	11	50,037	61,199
Trade and other receivables	13	395,943	421,774
<b>Total current assets</b>		<b>445,980</b>	<b>482,973</b>
<b>Non-current assets</b>			
Trade and other receivables	13	46,139	40,502
Property, plant and equipment	10	1,944	572
Deferred tax assets	12	7,975	2,174
<b>Total non-current assets</b>		<b>56,058</b>	<b>43,248</b>
<b>Total assets</b>		<b>502,038</b>	<b>526,221</b>
<b>Liabilities</b>			
<b>Current liabilities</b>			
Trade and other payables	14	(313,287)	(301,268)
Provisions	15	(8,425)	(4,067)
<b>Total current liabilities</b>		<b>(321,712)</b>	<b>(305,335)</b>
<b>Non-current liabilities</b>			
Trade and other payables	14	(88,376)	(90,705)
Provisions	15	(2,550)	(4,245)
<b>Total non-current liabilities</b>		<b>(90,926)</b>	<b>(94,950)</b>
<b>Total liabilities</b>		<b>(412,638)</b>	<b>(400,285)</b>
<b>Total Equity</b>	18	<b>89,400</b>	<b>125,936</b>

The financial statements of Multiplex Construction Europe Limited, registered number 03808946, were approved by the board of directors on 10 April 2019 and were signed on its behalf by:

  
A Ridley-Barker  
Director

## Statement of changes in equity

Company

For the year ended 31 December 2017

GBP Thousands	Note	Share Capital	Retained Earnings	Total
As at 1 January 2017		97,339	10,811	108,150
Net profit		-	3,286	3,286
Issue of share capital	18	14,500	-	14,500
As at 31 December 2017		111,839	14,097	125,936

For the year ended 31 December 2018

GBP Thousands		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	18	-	1,450	1,450
As at 31 December 2018		111,839	(22,439)	89,400

All statement of changes in equity should be read in conjunction with the notes to the financial statements.



## Statement of cash flows

for the year ended 31 December 2018

GBP Thousands	Note	2018	2017
Cash flows from operating activities			
Profit before tax		17,961	4,213
Adjustments for:			
Depreciation and amortisation	5	271	265
Waiver of intercompany loan		1,747	-
Unrealised cost provision		-	10,400
Increase/(decrease) in provisions		2,663	(1,254)
Increase in trade and other receivables *		(31,380)	(45,441)
(Decrease)/Increase in trade and other payables *		(31,826)	48,835
Net cash (used in)/from operating activities		(40,564)	17,018
Cash flows from investing activities			
Purchase of property, plant and equipment	10	(1,761)	(309)
Proceeds from sale of plant and equipment		228	-
Net cash used in investing activities		(1,533)	(309)
Cash flows from financing activities			
Issuance of related party loans		35,664	2,484
Repayments of related party loans		(4,729)	(35,608)
Equity issuances		-	14,500
Net cash from/(used in) financing activities		30,935	(18,624)
Net decrease in cash and cash equivalent		(11,162)	(1,915)
Cash and cash equivalents at the beginning of the financial period	11	61,199	63,114
Cash and cash equivalents at the end of the financial period		50,037	61,199

\* These balances have been affected by IFRS15 transition adjustment as disclosed in note 2 to the financial statements.

## 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 limited liability company 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

At the date of authorisation of these financial statements, The Company has not applied the following new and revised IFRSs that have been issued by the IASB but are not yet effective and/or in some cases had not yet been adopted by the EU:

IFRS 16	Leases
IFRIC 23	Uncertainty over Income Tax Treatments
Amendments to IFRS 9 (Oct 2017)	Prepayment Features with Negative Compensation
Amendments to IAS 28 (Oct 2017)	Long-term Interests in Associates and Joint Ventures
Annual Improvements to IFRS Standards 2015–2017 Cycle (Dec 2017)	Annual Improvements to IFRSs: 2015-17 Cycle
Amendments to IAS 19 (Feb 2018)	Plan Amendment, Curtailment or Settlement
Amendments to References to the Conceptual Framework in IFRS Standards	Amendments to References to the Conceptual Framework in IFRS Standards
Amendments to IFRS 3 (Oct 2018)	Definition of Business
Amendments to IAS 1 and IAS 8 (Oct 2018)	Definition of Material
IFRS 17	Insurance Contracts
Amendments to IFRS 10 and IAS 28 (Sept 2014)	Sale or Contribution of Assets between an Investor and its Associate or Joint Venture

#### IFRS 9 Financial Instruments

IFRS 9, *Financial Instruments* ("IFRS 9"), establishes principles for the financial reporting of financial assets and financial liabilities that will present relevant and useful information to users of financial statements for their assessments of the amounts, timing and uncertainty of an entity's future cash flows. IFRS 9 supersedes IAS 39, *Financial Instruments: Recognition and Measurement*, ("IAS 39"). The company adopted IFRS 9 on 1 January 2018 and management concluded that applying IFRS 9 had a £nil impact on net assets.

Management reassessed the unrealised cost provision that was booked in 2017 under IAS39. Under IFRS 9 management considered the probability of future cash flows of the provided for assets, along with the risk of default of subcontractors in the construction industry. Management's conclusion was that under IFRS 9 the assets should be de-recognised rather than provided against. This adjustment was applied on a modified retrospective basis, with no impact on net assets.

Financial Instrument Type	IAS 39 Measurement	IFRS 9 Measurement
<b>Financial Assets</b>		
Cash and cash equivalents	Loans and receivables	Amortised cost
Loans and notes receivable	FVTPL, Loans and receivables	FVTPL, Amortised cost
Accounts receivable and other	FVTPL, Loans and receivables	FVTPL, FVTOCI, Amortised cost
<b>Financial Liabilities</b>		
Corporate borrowings	Loans and receivables	Amortised cost
Property-specific borrowings	Loans and receivables	Amortised cost
Accounts payable and other	FVTPL, Loans and receivables	FVTPL, Amortised cost

## Notes (continued)

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

#### IFRS 16 Leases

In January 2016, the IASB published a new standard – IFRS 16, Leases (“IFRS 16”). The new standard brings most leases onto the Statements of Financial Position, eliminating the distinction between operating and finance leases. Lessor accounting, however, remains largely unchanged and the distinction between operating and finance leases is retained. IFRS 16 supersedes IAS 17, Leases, and related interpretations and is effective for periods beginning on or after January 1, 2019.

Management is completing its assessment of existing contractual arrangements to identify the existing population of leases that would be capitalised under the new standard.

Management currently anticipates adopting the standard using the modified retrospective approach as if the standard had always been in effect, and intends to complete the transition using the current definition of a lease. Upon transition, the Company estimates impact on equity is not material, with an estimated increase in both assets and liabilities in the range of £13 million to £16 million.

#### 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(c).

The company 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 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 entity'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 current period.

The Consolidated Statements of Financial Position 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 current period compared to the previous standard is disclosed below.

#### Statement of Comprehensive Income 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 Consolidated Statement of Comprehensive Income 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/(loss) after tax	17,961	(22,534)	(4,573)
Tax	(5,356)	4,281	(1,075)
Profit after tax	12,605	(18,253)	(5,648)

## Notes (continued)

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

#### IFRS 15 (continued)

##### Consolidated Statement of Financial Position impact

The table below shows the reversal of the opening IFRS 15 adjustment and the period difference in the Consolidated Statement of Profit or Loss and Other Comprehensive Income to disclose the 31 December 2018 Statement of Financial Position under IAS 11:

GBP Thousands	2018 (under IFRS 15)	IFRS 15 transition adjustments	Recognise FY 18 SOCI IFRS 15 adjustments	2018 (under IAS 11)
Total current assets	445,980	26,323	(8,989)	463,314
Total non-current assets	56,058	(11,867)	4,281	48,472
Total assets	502,038	14,455	(4,708)	511,785
Total current liabilities	(321,712)	36,136	(13,545)	(299,121)
Total non-current liabilities	(90,926)	-	-	(90,926)
Total liabilities	(412,638)	36,136	(13,545)	(390,047)
Net assets	89,400	50,591	(18,253)	121,738
Total equity	89,400	50,591	(18,253)	121,738

### 3. Significant accounting policies

#### Basis of accounting

The financial statements have been prepared in accordance with International Financial Reporting Standards (IFRSs) as adopted by the European Union. The financial statements have been prepared under the historical cost convention. The principal accounting policies are set out below and have, unless otherwise stated, been applied consistently throughout the current year and preceding period. Presentation of prior year financial information is consistent with the current period information and has changed to conform to how management reviews the business.

The Company is exempt by virtue of s401 of the Companies Act 2006 from the requirement to prepare group financial statements. These financial statements present information about the Company as an individual undertaking and not about its group.

The preparation of financial statements in conformity with IFRS 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, or areas where assumptions and estimates are significant to the financial statements are disclosed in note 4.

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

#### Going concern

The financial statements have been prepared on the going concern basis. This is detailed in the Director's report.

#### 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.

## Notes (continued)

### 3. Significant accounting policies (continued)

#### *Revenue recognition and Construction Contracts*

Revenue is recognised under IFRS15. For 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. For contract modifications and claims, revenue is recognised to the extent that customers have agreed the modifications and claims. Revenue recognition without customer approval is permitted, depending on the fact pattern.

IFRS 15 requires 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. Under IFRS 15, 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.

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 13. The Company presents as a liability detailed in Note 14, 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).

#### *Leasing*

Leases in which a significant portion of the risks and rewards of ownership are retained by the lessor are classified as operating leases. Payments made under operating leases are recognised as an expense on a straight-line basis over the lease term, except where another systematic basis is more representative of the time pattern in which economic benefits from the leased assets are consumed.

#### *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 | 15% - 33% per annum |
| • Leasehold improvements            | Period of lease     |
| • Software                          | 15% - 20% per annum |

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.

#### *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 any unrealised cost provisions and administrative expenses.

## Notes (continued)

### 3. Significant accounting policies (continued)

#### *Unrealised cost provisions*

An unrealised cost provision is recognised in the income statement in respect of cost recoveries that are uncertain in amount and timing.

#### *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.

##### Short-term incentive plans

The Company recognises a liability and expense for bonuses where contractually obliged or where there is a past practice that has created a constructive obligation.

### 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.

#### *Construction contracts*

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. 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.

With regard to booking claim recoveries against third parties, the key requirements that must be met 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.

Unrealised cost provisions are recognised to the extent required based on uncertainty in amount and timing.

#### *Provisions*

Provisions for doubtful debts and other claims require significant judgement by management. Details of the judgements made are included in notes 13 and 15 respectively.

## Notes (continued)

### 5. Net profit before tax

Year ended 31 December		
GBP Thousands	2018	2017
Net profit before tax is stated after charging/(crediting):		
Fees payable to the auditor and their associates in respect of:		
- Audit of these financial statements	55	54
- Audit of UK group reporting to parent company	190	208
Depreciation charge for the year	271	265
Operating lease rentals	6,831	9,741
Foreign exchange gains and losses	5	(5)

### 6. Remuneration of directors

Year ended 31 December		
GBP Thousands	2018	2017
Directors' emoluments	2,413	2,412
Pension contributions to money purchase pension schemes	59	54
	2,472	2,466

The emoluments of the highest paid director were £425,000 (2017: £498,689), including contributions to money purchase pension schemes of £10,000 (2017: £4,167).

### 7. Staff numbers and costs

The average number of persons employed by the Company (including UK directors) during the year was 929 (2017: 1,023). 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	2018	2017
Wages and salaries	76,179	77,802
Social security costs	7,288	8,395
Employer's pension contributions	3,643	3,576
	87,110	89,773

### 8. Other income

Year ended 31 December		
GBP Thousands	2018	2017
Interest receivables from banks	188	68
Other interest receivables	232	308
	420	376

## Notes (continued)

### 9. Taxation

Year ended 31 December		
GBP Thousands	2018	2017
<b>Recognised in the income statement</b>		
<i>Current tax expense</i>		
Amount (receivable)/payable in respect of group relief in current year	(743)	2,629
Adjustment in respect of current income tax of prior years	33	259
	<b>(710)</b>	<b>2,888</b>
<i>Deferred tax expense</i>		
Origination and reversal of temporary differences and tax losses	6,231	(1,961)
Adjustment in respect of deferred income tax of prior years	(165)	-
	<b>6,066</b>	<b>(1,961)</b>
<b>Total tax charge in income statement</b>	<b>5,356</b>	<b>927</b>
<b>Reconciliation of effective tax rate:</b>		
As at 31 December		
GBP Thousands	2018	2017
Profit before tax	17,961	4,213
Tax using the UK corporation tax rate of 19.00% (2017:19.25%)	3,412	811
<b>Tax effect of amounts which are not deductible in calculating taxable income:</b>		
Permanent differences	354	63
Imputed interest income	617	167
Group relief for nil consideration	208	(373)
Adjustment in respect of current income tax of prior years	(133)	259
Rate difference	898	-
<b>Total tax charge in income statement</b>	<b>5,356</b>	<b>927</b>

The Company's standard rate of corporation tax has decreased from 19.25% in 2017 to 19% in 2018 because of a decrease in UK tax rates. A further rate reduction has been enacted to reduce the main rate of corporation tax to 17% from 1 April 2020.

## Notes (continued)

### 10. Property, Plant and Equipment

At at 31 December		
GBP Thousands	2018	2017
<b>Leasehold improvements</b>		
Cost - opening balance	103	103
Additions	1,188	-
Disposals and impairments	(124)	-
Cost at the end of the period	1,167	103
Depreciation - opening balance	(44)	(24)
Depreciation charge for the year	(62)	(20)
Disposals and impairments	68	-
Accumulated amortisation at the end of the period	(38)	(44)
Net book value at the end of the period	1,129	59
<b>Furniture, fittings &amp; equipment</b>		
Cost - opening balance	1,343	1,034
Additions	236	309
Disposals and impairments	(104)	-
Cost at the end of the period	1,475	1,343
Depreciation - opening balance	(830)	(585)
Depreciation charge for the year	(209)	(245)
Disposals and impairments	42	-
Accumulated amortisation at the end of the period	(997)	(830)
Net book value at the end of the period	478	513
<b>Software</b>		
Cost - opening balance	-	-
Additions	337	-
Cost at the end of the period	337	-
Net book value at the end of the period	337	-
<b>Total Property, Plant and Equipment at 31 December 2018</b>	<b>1,944</b>	<b>572</b>

### 11. Cash and cash equivalents

As at 31 December		
GBP Thousands	2018	2017
Cash held in current accounts	50,037	61,199
	50,037	61,199

### 12. Deferred tax assets and liabilities

As at 31 December		
GBP Thousands	2018	2017
<b>Recognised deferred tax assets</b>		
Deferred tax assets are attributable to the following:		
Decelerated capital allowances	180	198
Other timing differences	7,795	1,976
	7,975	2,174

#### Movement in deferred tax during the year

As at 31 December				
GBP Thousands	2017	IFRS 15 adjustment	Recognised in Income statement	2018
Decelerated/(accelerated) capital allowances	198		(18)	180
Other timing differences	1,976	11,867	(6,048)	7,795
	2,174	11,867	(6,066)	7,975



## Notes (continued)

### 13. Trade and other receivables

As at 31 December		
GBP Thousands	2018	2017
<i>Amounts due within 12 months</i>		
Trade receivables	99,275	88,227
Amount due from customers for contract work	40,798	54,724
Amounts due from group undertakings	145,179	170,431
Other receivables	37,623	23,112
Prepayments and accrued income	73,068	85,280
	<b>395,943</b>	<b>421,774</b>
<i>Amounts due in greater than 12 months</i>		
Trade receivables	46,139	40,502
	<b>46,139</b>	<b>40,502</b>

Included in the amounts above are trade receivables of £24.8m (2017: £20.9m) and accrued income of £8.3m (2017: £22.6m) due from related parties. Note 16 provides disclosure of these balances by counterparty.

#### Trade receivables

Before accepting any new customers, the Company assesses a potential new customer's credit quality in accordance with the manner described in note 21. 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.

Included in the Company's trade receivable balance are debtors with a carrying amount of £19.8m (2017: £10.1m) which were past due at the reporting date and for which the Company has not provided as there has not been a significant change in credit quality and the amounts are still considered recoverable. The Company does not hold any collateral or other credit enhancements over these balances nor has the legal right of offset with any amounts owed by the Company to the receivable counterparty.

As at 31 December		
GBP Thousands	2018	2017
<i>Ageing of past due but not impaired receivables</i>		
1-30 days	16,581	6,685
30-60 days	157	2
60-90 days	1,107	786
90-120 days	179	758
120+days	1,770	1,915
	<b>19,794</b>	<b>10,146</b>

As at 31 December		
GBP Thousands	2018	2017
<i>Movement in allowance for doubtful debts</i>		
Balance at beginning of year	-	229
Amounts written off as uncollectable	-	(229)
	-	-

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.

## Notes (continued)

### 14. Trade and other payables

As at 31 December GBP Thousands	2018	2017
<i>Amounts payable within 12 months</i>		
Trade payables	43,490	29,477
Amounts due to customers for contract work	120,784	82,796
Amounts owing to group undertakings	9,246	3,867
Other payables	5,666	4,365
Accruals and deferred income	134,101	180,763
	<b>313,287</b>	<b>301,268</b>
<i>Amounts payable after more than one year</i>		
Trade payables	32,764	27,384
Amounts due to customers for contract work	55,612	63,321
	<b>88,376</b>	<b>90,705</b>

Included within the amounts above are trade payables of £4.2m (2017: £3.7m), other payables of £1.6m (2017: £0m) and accruals of £0.7m (2017: £1.2m) due to related parties. Note 16 provides disclosure of these balances by counterparty.

### 15. Provisions

As at 31 December GBP Thousands	2018	2017
<b>Defects Provisions</b>		
Opening balance	4,631	4,594
Additional provisions for the year	1,131	3,679
Utilisation of provision	(1,616)	(3,642)
Closing balance at end of the period	<b>4,146</b>	<b>4,631</b>
<b>Other provisions</b>		
Opening balance	3,681	4,973
Additional provisions for the year	3,238	2,771
Utilisation of provision	(90)	(4,063)
Closing balance at end of the period	<b>6,829</b>	<b>3,681</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 22.

GBP Thousands	2018	2017
Settled in 2 - 5 years	928	1,544
Settled in more than 5 years	1,622	2,701
	<b>2,550</b>	<b>4,245</b>

## Notes (continued)

### 16. Related party transactions

Transactions between the Company and its parent, affiliates and joint ventures are disclosed below.

Transactions Year ended 31 December GBP Thousands	Relationship	Nature of transaction	2018	2017
The 100 Bishopsgate Partnership	Commonality of shareholders/partners	Construction Revenue	135,745	144,527
London Wall Place LP	Commonality of shareholders/partners	Construction Revenue	18,209	25,272
Principal Place Commercial Sarl	Commonality of shareholders	Construction Revenue	-	13,541
Principal Place Residential Limited	Commonality of shareholders	Construction Revenue	87,008	73,655
Multiplex Construction Canada Limited	Commonality of shareholders	Management fees and shared corporate costs	-	96
Multiplex Pty Limited	Commonality of shareholders	Recharge of shared corporate costs	1,873	(1,768)
Multiplex Services Europe Limited	Commonality of shareholders	corporate costs	84	48
Multiplex CDM Services Europe Limited	Commonality of shareholders	Construction services and shared corporate costs	(384)	(362)
Multiplex Plant & Equipment Europe Limited	Commonality of shareholders	Construction services and shared corporate costs	(10,236)	(9,683)
Brookfield Global Asset Management Limited	Commonality of shareholders	Recharge of shared corporate costs	(19)	(21)
<b>Related party loans</b> As at 31 December GBP Thousands	<b>Relationship</b>		<b>2018</b>	<b>2017</b>
Multiplex Construction Europe Holding Limited	Immediate parent company		65,674	89,224
Multiplex Energy Services Limited	Commonality of shareholders		-	1,747
Multiplex Services Europe Limited	Commonality of shareholders		5,398	5,651
Multiplex Plant & Equipment Europe Limited	Commonality of shareholders		13,329	15,865
Multiplex CDM Services Europe Limited	Commonality of shareholders		(375)	(247)
Multiplex Pty Limited	Commonality of shareholders		695	538
Multiplex Construction Canada Limited	Commonality of shareholders		220	416
Multiplex Middle East Management Company Limited	Commonality of shareholders		1,892	-
Multiplex Global Limited	Commonality of shareholders		(455)	(2,462)
BGRS Global UK limited	Commonality of shareholders		-	(1,148)
Brookfield Global Asset Management Limited	Commonality of shareholders		-	6
Brookfield Construction (California) Ltd	Commonality of shareholders		-	177
Brookfield BBP UK Holdings III Limited	Commonality of shareholders		56,890	56,766
Multiplex Europe Limited	Commonality of shareholders		(6,147)	33
BCI UK Holdings Limited	Commonality of shareholders		(127)	-
Brookfield BBP UK Holdings II Limited	Commonality of shareholders		(1,061)	-
Closing balance at end of the period			135,933	166,564
Represented by:				
Amounts due from group undertakings			145,179	170,431
Amounts owing to group undertakings			(9,246)	(3,867)
Closing balance at end of the period			135,933	166,564

The amounts outstanding 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)

### 16. Related party transactions (continued)

Trade and other receivables / (payables)			2018	2017
GBP Thousands				
Multiplex Plant & Equipment Europe Limited	Commonality of shareholders		(4,809)	(4,858)
Multiplex CDM Services Europe Limited	Commonality of shareholders		(117)	(51)
The 100 Bishopsgate Partnership	Commonality of shareholders/partners		17,285	20,028
London Wall Place LP	Commonality of shareholders/partners		3,341	7,352
Principal Place Commercial Sarl	Commonality of shareholders		4,041	5,406
Principal Place Residential Limited	Commonality of shareholders		8,135	10,701
Multiplex Australasia Pty Limited	Commonality of shareholders		(44)	-
Brookfield Engenharia S.A	Commonality of shareholders		-	49
Multiplex Construction Canada Ltd	Commonality of shareholders		33	-
Multiplex Pty Ltd	Commonality of shareholders		193	-
Multiplex Construction Pty Ltd	Commonality of shareholders		2	-
Multiplex Global Ltd	Commonality of shareholders		(1,625)	-

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.

#### Remuneration of key management

Key management are the directors and their remuneration is disclosed in note 6.

### 17. Investments in subsidiaries

	Country of incorporation	Number of shares held	Class of shares held	Nominal value	2018	2017
The Company's subsidiary is as follows:						
Multiplex Energy Services Limited (99 Bishopsgate, 2nd Floor, London, EC2M 3XD)	United Kingdom	1	Ordinary	£1	100%	100%

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

### 18. Capital and reserves

As at 31 December	2018	2017
GBP Thousands		
Share capital		
Authorised, allotted, called up and fully paid		
111,838,826 Ordinary shares of £1 each (31 December 2017: 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 (2017: £14.5m) 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.

## Notes (continued)

### 18. Capital and reserves (continued)

Equity		
As at 31 December		
GBP Thousands	2018	2017
Share capital	111,839	111,839
Capital contribution	1,450	
(Accumulated losses)/Retained earnings	(23,889)	14,097
	89,400	125,936

Capital contribution during the year arose from an intercompany loan waiver in respect of £1.45m of intercompany loans that were held with Multiplex Construction Europe Holding Ltd.

### 19. Construction contracts in progress

Construction contracts in progress at the reporting date comprise contract costs incurred plus recognised profits less losses of £2,997m (2017: £2,791m) less progress billings received and receivable of £3,133m (2017: £2,882m).

As at 31 December		
GBP Thousands	2018	2017
Amounts due from customers for contract work	40,798	54,724
Amounts due to customers for contract work	(176,396)	(146,117)
	(135,598)	(91,393)

At 31 December 2018, retentions held by customers for contract work included within trade receivables amounted to £87.8m (2017: £75.6m), of which £46.1m (2017: £40.5m) is due for settlement after more than 12 months.

At 31 December 2018, client advances within amounts due from customers for contract work amounted to £88.8m (2017: £78.1m), of which £55.6m (2017: £63.3) is due for settlement after more than 12 months.

### 20. Operating Leases

Non-cancellable operating lease rentals are payable as follows:

As at 31 December		
GBP Thousands	2018	2017
Non-cancellable operating lease rentals are payable as follows:		
<b>Land and Buildings</b>		
Less than one year	2,137	1,278
Between one and five years	6,386	55
More than five years	1,449	-
	9,972	1,333
<b>Other</b>		
Less than one year	5,422	3,313
Between one and five years	1,385	3,643
	6,807	6,956

The Company leases offices and equipment under non-cancellable operating lease agreements. The leases have varying terms, escalation clauses, termination periods and renewal rights

During the year £6.8m was recognised as an expense in the income statement in respect of operating leases (2017: £9.7m).



## Notes (continued)

### 21. Financial Instruments

As at 31 December GBP Thousands	2018	2018	2017	2017
	Current	Non-current	Current	Non-current
<b>Financial assets</b>				
Trade and other receivables	282,078	46,138	281,685	40,502
Cash and cash equivalents	50,037	-	61,199	-
<b>Financial liabilities</b>				
Trade and other payables	58,402	32,764	37,506	27,384

#### Financial risk management objectives

Financial derivatives are not used to mitigate financial risks.

At 31 December 2018 and subsequently the Company has no borrowings and therefore has no exposure to interest rate risk.

The Company has no significant exposure to foreign exchange movements. The Company has no material contracts denominated in a foreign currency.

#### Credit risk management

Credit risk refers to the risk that a company will default on its contractual obligations resulting in financial loss to the Company. The nature of the business is such that the Company enters into a small number of high value projects, which the directors recognise results in an inherent concentration of credit risk. This risk is mitigated by undertaking detailed financial checks on customers prior to entering into any new contracts and closely monitoring the cash position for the lifetime of all current projects.

### 22. Contingencies

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 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 2018 the Company has utilised £175.9m of its available £325.0m bonding facilities (2017: £148.6m of its available £275.0m).

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.

### 23. Events after the reporting period

There have been no significant events after the reporting period.

**Notes** *(continued)*

**24. Ultimate parent undertaking and controlling party**

The immediate parent undertaking is Multiplex Construction Europe Holding Limited, a company incorporated in the United Kingdom. The ultimate parent 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, incorporated in Canada. The smallest group in which they are consolidated is that headed by Multiplex Europe Limited, registered at 99 Bishopsgate, 2<sup>nd</sup> Floor, London, United Kingdom, EC2M 3XD. Multiplex Europe Limited is wholly owned by Multiplex Global Limited which is wholly owned by Brookfield Business Partners (NYSE/TSX: BBU). The consolidated financial statements of Brookfield Business Partners & Brookfield Asset Management Inc are available to the public and may be obtained from Brookfield Place, Suite 300, 181 Bay Street, Toronto, ON M5J 2T3.

**Claim Number:**

**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

**B E T W E E N**

- (13) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (14) LUDGATE HOUSE LIMITED  
(INCORPORATED IN JERSEY)

**Claimants**

and

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

**Defendants**

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**"MPW7"**

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This is the exhibit marked **"MPW7"** referred to in the witness statement of Martin Philip Wilshire dated 27 July 2020.

## **IMPORTANT NOTICE**

### **HIGH COURT OF JUSTICE – CLAIM NO. [ ]**

ON [ ], AN ORDER WAS MADE IN THE HIGH COURT OF JUSTICE PROHIBITING ANYONE FROM CLIMBING UPON ANY BUILDING, STRUCTURE OR EQUIPMENT AT THESE PREMISES WITHOUT THE CLAIMANTS' PERMISSION

ANYONE IN BREACH OF THIS INJUNCTION WILL BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED

A COPY OF THE COURT ORDER, CLAIM FORM, PARTICULARS OF CLAIM, APPLICATION NOTICE, PARTICULARS OF CLAIM AND WITNESS STATEMENT MADE IN SUPPORT OF THE APPLICATION ARE AVAILABLE AT

[WWW.MULTIPLEX.GLOBAL.COM/LONDON-INJUNCTION](http://WWW.MULTIPLEX.GLOBAL.COM/LONDON-INJUNCTION)

COPIES MAY ALSO BE OBTAINED FROM THE SITE OFFICE

OR BY CONTACTING STUART WORTLEY OF EVERSHEDS SUTHERLAND  
ON 0207 497 9797 OR BY EMAIL [stuartwortley@eversheds-sutherland.com](mailto:stuartwortley@eversheds-sutherland.com)

Party: Claimant  
Witness: M Wilshire  
Statement: Second  
Exhibits: "MPW8" - "MPW10"  
Date: 25.01.21

**IN THE HIGH COURT OF JUSTICE**

**Claim Number: QB-2020-002702**

**QUEEN'S BENCH DIVISION**

**B E T W E E N**

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

Claimants

and

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

Defendants

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**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. On 30 July 2020, The Honourable Mr Justice Soole granted an interim injunction to restrain the Defendants from entering or remaining upon Bankside Yards ("the Injunction"). The Injunction is expressed to last until 4.00 pm 29 January 2021.



3. I make this Witness Statement in support of the Claimants' application to extend the duration of the Injunction and to extend the boundaries of the construction site covered by the Injunction.
4. 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. I have adopted the definitions of "Bankside Yards" and "the JCT Contract" which I used in my First Witness Statement.

### **Service of the Injunction**

5. On or around 4 August 2020, Multiplex:-
  - 5.1 uploaded copies of the Claim Form; the Particulars of Claim dated 28 July 2020; the application notice dated 27 July 2020; my First Witness Statement dated 27 July 2020; and the Injunction dated 30 July 2020 to the following website: <https://www.multiplex.global/london-injunction-blackfriars-road/>;
  - 5.2 delivered copies of each of the documents referred to in the previous paragraph to the site office which is at Gate 3, Hopton Street, London SE1 9JH;
  - 5.3 On or around 5th August 2020, Multiplex erected 4 warning notices around the hoardings at Bankside Yards in satisfaction of paragraph (5) and (6) of the Injunction.
6. There are now produced and shown to me marked **"MPW8"** copies of a plan showing the approximate locations of the warning notices and a photograph of one of those notices.
7. The website referred to above remains live, copies of the relevant documents continue to be held at the site office and the warning notices remain in place.
8. I am not aware of anyone having requested copies of the relevant documents from the site office.

### **Extending the Duration of the Injunction**

9. For all of the reasons given in my First Witness Statement, I believe that Bankside Yards will be a target for urban explorers for as long as it remains a construction site.
10. No greater support for my belief reflected in the previous paragraph is the fact that there have been 2 recent incidents in which individuals have attempted to gain access to Bankside Yards. I note from incident reports completed by members of our security team that:-
  - 10.1 at 22.36 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;
  - 10.2 at 23.14 on 5 January 2021 (security incident 4705) an unknown male climbed up one of the scaffold gantries (known as the McGee gantry). Our security team deployed a dog handler to the area which immediately resulted in the individual leaving in the direction of Blackfriars Road.
11. I am informed by Stuart Wortley of the Claimants' solicitors (Eversheds Sutherland) that urban exploring continues to be a problem for major construction sites in prominent locations in central London with tower cranes being a particular target. To illustrate the point, Mr Wortley has informed me that:-
  - 11.1 in 2020 Ben Gittings (aka Beno) uploaded a video of him operating a tower crane at an unknown location. This video has recently been removed;
  - 11.2 on 26 November 2020, Adam Lockwood (aka The Little Nuisance) uploaded a video of him doing stunts on a tower crane in an unknown location "Angry security, too close for comfort ...";
  - 11.3 on 6 January 2021 someone with an account name "Be free in your world" uploaded a video of tower cranes being erected at a construction site in White City;
  - 11.4 on 19 January 2021, Usamalama uploaded a video of him and George King-Thompson (aka shardclimber) climbing tower crane in Warsaw;

11.5 on 24 January 2021, Usama Quaraishi posted a message on YouTube featuring a photograph of him on a scaffold next to a tower crane with the following message:-

*"I have a new series of episodes coming to this channel, all will be explained in my new video coming on Tuesday 7 pm UK time"*

11.6 a number of prominent urban explorers continue to upload images which include them trespassing on construction sites to their Instagram accounts. These include Alex Farrell, Usama Quaraishi, Dylan Rhodes, Adam Lockwood. Some (including Ally Law who is bound by a Criminal Behaviour Order which applies in England and Wales) focus their activity in other European countries and other parts of the world.

12. The projected date for practical completion of the construction work at Bankside Yards remains December 2023 (as stated in paragraph 11 of my First Witness Statement).

13. I am informed by Mr Wortley that:-

13.1 prior to the decision of the Court of Appeal in *Canada Goose v Persons Unknown [2020] EWCA Civ 303*, he would ordinarily have advised the Claimants to apply for a final injunction to restrain trespass at Bankside Yards until 31 December 2023;

13.2 the decision in the Canada Goose case indicates that the Courts do not have jurisdiction to grant a final injunction against unnamed Defendants; and

13.3 a number of local authorities intend to seek clarification of and / or to challenge the Canada Goose decision in an application which is to be considered by The Honourable Mr Justice Nicklin on 27 and 28 January 2021.

14. In those circumstances, I respectfully request that the Injunction be extended in accordance with the terms of the draft Order, pending the decision of Mr. Justice Nicklin and any subsequent appeal.

### **Including the Phase 2 Works**

15. In paragraph 11 of my Witness Statement dated 27 July 2020, I referred to the fact that the construction project would proceed in two phases.

16. The first phase works are being undertaken on land to the west of the railway lines shown on the plan and which service Blackfriars station. The Injunction currently applies to this land.
17. The second phase works began on 19<sup>th</sup> November 2020. These works are being undertaken:-
  - 17.1 on land to the east of the railway lines (comprising part of registered title no TGL138850); and
  - 17.2 on ancillary land including the space below the railway arches which separate the land to the west and east of the railway lines (registered with title nos TGL501998, TGL467215 and TGL467217).
18. There are now produced and shown to me marked "**MPW9**" copies of the registered titles referred to in paragraph 18.
19. I am informed by Mr Wortley that on or around 12<sup>th</sup> October 2020 Multiplex took up occupation of this land pursuant to the terms of the JCT Contract.
20. There is now produced and shown to me marked "**MW10**" a plan which shows the Bankside Yards construction site extended by the phase 2 works with the railway lines running through the middle. I respectfully request that the Injunction be extended to include the extended site.
21. In relation to the phase 1 works, the red line was drawn incorrectly in the north-western corner. I understand that nothing turns on this point because the Injunction only applies to the hoarding and fencing within the red line. However, in the interests of accuracy, the plan at '**MW10**' has corrected this error for which I apologise.
22. The Claimants understand that if their application is successful, any order would only extend to the space below the railway arches. It would not apply to the structure of the railway arches, the railway tracks nor the airspace above.

I believe that the facts in this Witness Statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.



---

Martin Philip W. Shire

25 January 2020



**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) LUDGATE HOUSE LIMITED  
(INCORPORATED IN JERSEY)

Claimants

and

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

Defendants

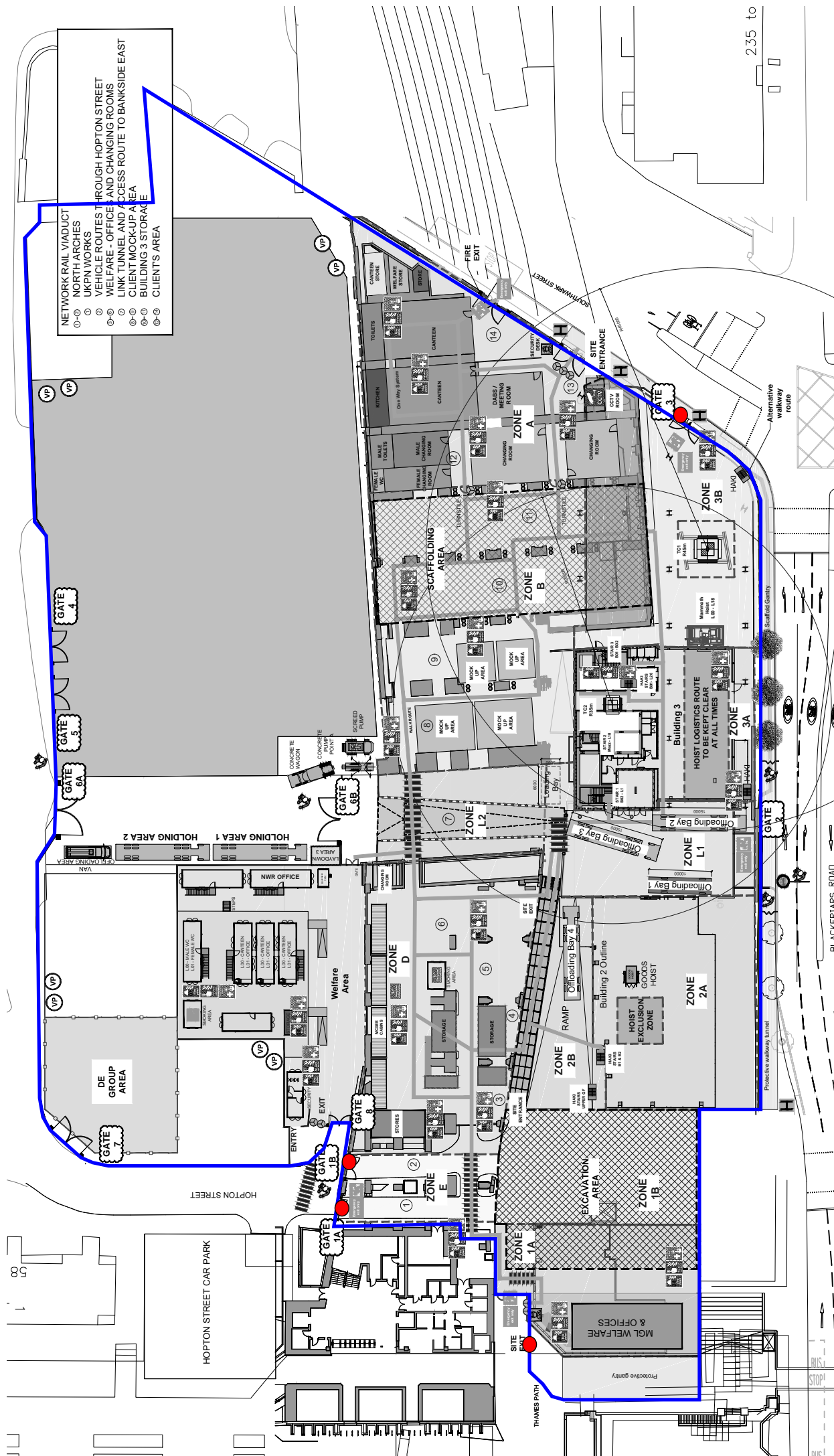
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**"MPW8"**

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This is the exhibit marked "MPW8" referred to in the witness statement of Martin Philip Wilshire dated 25 January 2021

# Bankside Yard West - Phase 1



Overall Site Layout January 2021			
Title			
Status	Scale@A1 ----	Date 16.01.21	Rev 13
			Drawing n. 01BYW - OSL

KEY	
	Hearing Gate
	Tower crane
	Storage
	Turnstile
	Collection of fire fighting equipment
	Emergency exit
	First aid point
	Fire alarm call point
	Fire hydrant
	Ventilation point
	Excavation area
	Scaffolding area

# MULTIPLIX





## **MULTIPLEX**

### **Important Notice High Court of Justice - Claim No. QB-2020-002633**

On 31 July 2020, an injunction order was made by the High Court of Justice (Claim No. QB-2020-002633) prohibiting anyone from entering on or remaining at any part of the construction site at Blackfriars Road, London SE1 9UY.

Anyone in breach of the injunction will be in contempt of court and may be

imprisoned, fined or have their assets seized.

A copy of the court order, claim form, response pack, application notice, particulars of claim and witness statement(s) made in support of the application are available at [www.multiplex.global/london-injunction-blackfriars-road/](http://www.multiplex.global/london-injunction-blackfriars-road/)

Further information relating to the injunction can be obtained by contacting Tom Marke on 020 3829 2500 or by email [tom.marke@multiplex.global](mailto:tom.marke@multiplex.global)

**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) LUDGATE HOUSE LIMITED  
(INCORPORATED IN JERSEY)

Claimants

and

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

Defendants

---

**"MPW9"**

---

This is the exhibit marked "MPW9" referred to in the witness statement of Martin Philip Wilshire dated 25 January 2021





# Official copy of register of title

Title number TGL138850

Edition date 18.03.2020

- This official copy shows the entries on the register of title on 02 JUL 2020 at 13:24:41.
- 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 25 Jan 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, Telford Office.

## A: Property Register

This register describes the land and estate comprised in the title.

### SOUTHWARK

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 48 to 62 (even) Hopton Street, Sampson House, 64 Hopton Street and 1 to 110 Falcon Point, London.
- 2 The land tinted yellow on the title plan except so much thereof as forms part of the surface and actual soil of the public highway is included in this title.
- 3 There are excluded from this registration the mines and minerals excepted by a Conveyance of the land tinted brown on the title plan dated 27 July 1933 made between (1) The Southern Railway Company (Company) and (2) The New Zealand Meat Producers Board (Purchasers) in the following terms:-

"Excepting nevertheless and Reserving all the mines and minerals (if any) in or under the said hereditaments hereby assured and a perpetual right for the Company their successors and assigns and others authorised by them to use any drains pipes or wires (but not any drains or pipes or wires connecting with the existing water closet on the said hereditaments hereby assured) now used by the Company in or over the said hereditaments hereby assured.

The Purchasers hereby covenant with the Company that they will observe and perform the following stipulations and conditions:-

(a) That the Company shall be under no liability for damage or injury to the hereditaments hereby assured or to the Purchasers in respect of the hereditaments hereby assured caused by the working or user of the Company's railway or the situation of the said hereditaments in relation thereto.

(b) That no road shall be constructed on the hereditaments hereby assured in such manner as to render the Company liable as frontages.

It is hereby agreed and declared that until the expiration of such notice as is hereinafter provided or in default of such notice at the expiration of twenty one years from the sixth day of June One thousand nine hundred and thirty three the hereditaments hereby assured and coloured blue on the said plans marked "A" and "B" respectively shall remain in the occupation or subject to the present user of the Company

## A: Property Register continued

or their tenants AND the Company hereby covenant with the Purchasers that during the continuance of such occupation or user as aforesaid as from the date hereof the Company will on the twenty seventh day of July One thousand nine hundred and thirty four and on the twenty seventh day of July in each subsequent year pay to the Purchasers an annual acknowledgement rent of a peppercorn (if demanded)."

NOTE: The land coloured blue above referred to is tinted brown on the title plan.

- 4 The Transfer of the land tinted pink on the title plan dated 30 March 1984 referred to in the Charges Register contains the following provision:-

"There is not included in this Transfer the foundations of the Arches of the Transferor's railway viaduct adjoining the Property so far as such foundations extend into or beneath the Property. The foundations so excluded are not included in the title.

The said Transfer also contains the following Agreement and Declaration:-

It is hereby agreed and declared that the carrying on by the Transferor of its undertaking on the Transferor's adjoining land in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be a breach of covenants for quiet enjoyment implied herein by reason of the Transferor being expressed to transfer the Property as beneficial owner nor to be in derogation of its grant."

- 5 (24.10.1997) By the Transfer dated 30 September 1997 referred to in the Charges Register the land was expressed to be transferred together with the following rights:-

"Together with the free running and passage of soil water gas and electricity coming from and passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires on under or over the Retained Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of the Retained Property."

- 6 (19.11.2019) A Deed dated 1 February 2017 made between (1) Sampson House Limited, (2) Oversea-Chinese Banking Corporation Limited and (3) Network Rail Infrastructure Limited relates to the release of rights to light or air as therein mentioned.

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 (05.08.2010) PROPRIETOR: SAMPSON HOUSE LIMITED (incorporated in Jersey) of Crestbridge, 47 Esplanade, St Helier, Jersey, JE1 0BD.
- 2 (05.08.2010) The price stated to have been paid on 20 July 2010 was £130,000,000.
- 3 (05.08.2010) A Transfer dated 20 July 2010 made between (1) Societe Generale and (2) CEREP Sampson House Limited contains purchaser's personal covenants.

NOTE: Copy filed.

- 4 (29.04.2016) RESTRICTION: No disposition of the part of the registered estate edged and numbered 1, 2, 8, 13, 17 and 18 in yellow on the supplementary plan to the title plan by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be completed by registration without a certificate signed by the

## B: Proprietorship Register continued

Proprietor's conveyancer that the provisions of clause 54.3 of an agreement dated 31 March 2016 made between (1) Network Rail Infrastructure Limited (2) CEREP Ludgate House Limited and (3) CEREP Sampson House Limited have been complied with or that they do not apply to the disposition.

- 5 (03.06.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 17 May 2016 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register.
- 6 (21.06.2016) The proprietor's address for service has been changed.
- 7 (07.06.2017) RESTRICTION: No disposition of the part of the registered estate edged red on the plan attached to a Deed of Covenant dated 1 June 2017 made between (1) Sampson House Limited and (2) Network Rail Infrastructure Limited (other than a Charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of Clause 3 of a Deed of Covenant dated 1 June 2017 referred to above have been complied with or that they do not apply to the disposition.

## C: Charges Register

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

- 1 The land is subject to the following rights granted by a Deed dated 13 January 1949 made between (1) John Beresford Heaton and others (The Grantors) and (2) British Electricity Authority (The Authority):-
- "THE Grantors as trustees hereby grant unto the Authority full right and liberty forthwith to construct lay down maintain and use a circulating water discharge tunnel of approximately ten feet internal diameter of a strength and so jointed in every part as not to permit the escape of any water passing through the same and to be constructed by tunnelling within and under the said property of the Grantors the approximate position where is shown by two lines marked blue on the said plan and at a depth of approximately 49.94 feet below Newlyn datum level (approximately sixty seven feet below the existing ground level) together with full right and liberty to convey from the said generating station through the said tunnel such quantity of water as the Authority may desire."
- The said Deed also contains the following restrictive covenant:-
- "THE Grantors hereby COVENANT with the Authority for and with intent to bind themselves and their successors in title that they will not at any time hereafter do or suffer to be done upon or under the property known as Iron Wharf aforesaid any act or thing which may in any way interfere with or damage the said tunnel."
- NOTE: The tunnel referred to is tinted blue on the title plan.
- 2 The land is subject to the following rights granted by a Deed dated 11 May 1949 made between (1) Victor Harold Parker (The Grantor) (2) Flower & Everett Limited (The Mortgagees) and (3) British Electricity Authority (The Authority):-
- "THE Grantor as beneficial owner hereby grants and the Mortgagees as Mortgagees by the direction of the Grantor hereby surrender and release unto the Authority full right and liberty forthwith to construct lay down maintain and use a circulating water discharge tunnel of approximately ten feet internal diameter of a strength and so jointed in every part as not to permit the escape of any water passing through the same and to be constructed by tunnelling within and under the said property of the Grantor the approximate position whereof is shown by three lines marked red on the said plan and at a depth of approximately

## C: Charges Register continued

49.94 feet below Newlyn datum level (approximately sixty five feet below the existing ground level) at the northern end and at a depth of approximately 49.14 feet below Newlyn datum level (approximately sixty seven feet below the existing ground level) at the southern end Together with full right and liberty to convey from the said generating station through the said tunnel such quantity of water as the Authority may desire."

NOTE: The tunnel marked red referred to is tinted mauve on the title plan so far as it affects the land in this title.

- 3 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

NOTE: Each lease is referenced by edging and numbering in yellow on the supplementary plan to the title plan unless otherwise stated in the schedule of leases.

- 4 A Transfer of the land tinted pink on the title plan dated 30 March 1984 made between (1) British Railways Board (Transferor) and (2) The Prudential Assurance Company Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 The land tinted pink on the title plan is subject to the following rights reserved by the Transfer dated 30 March 1984 referred to above:-

"The rights specified in the First Schedule hereto are excepted and reserved unto the Transferor in fee simple for the benefit of the Transferor's said viaduct and adjoining and neighbouring land.

### THE FIRST SCHEDULE hereinbefore referred to

(a) The free running and passing of water soil gas and electricity coming from or passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires now on over or under the Property and the right to maintain the same and to connect thereto and to any other services forming part of the Property.

(b) The right within eighty years from the date hereof.

(i) to fix construct place maintain and use over or under any parts of the Property upon which no buildings have been erected any sewer drain watercourses or pipe which may be necessary or convenient.

(ii) to carry out above ground level on or from any part of the Property upon which no buildings above ground level have been erected any works which may in the opinion of the Transferor be necessary for the proper operation of the Transferor's undertaking.

(c) The right at all reasonable times (or in case of emergency at any time) with or without vehicles plant apparatus and workmen to enter on the Property for the purpose of inspecting maintaining altering and carrying out works to the Viaduct and the foundations of the Arches thereof and other works and any adjoining property of the Transferor and of exercising the rights reserved by paragraphs (a) and (b) hereof PROVIDED that in the exercise of such rights referred to in sub-paragraphs (a) (b) and (c) above and (d) and (e) below the Transferor shall:-

(i) make good any damage caused thereby to the Property

(ii) carry out the said works in a manner which will cause the minimum possible amount of inconvenience to the Transferee and its tenants

(iii) carry out the said works with due regard to reasonable security requirements of the Transferee or its tenants

(iv) not carry out or permit any development to be carried out which might adversely affect the operation of any computer installed upon the Property subject nevertheless to the Transferor's right of carrying on their statutory railway undertaking on their adjoining or neighbouring

## C: Charges Register continued

property

AND PROVIDED FURTHER that the reservations contained in sub-paragraphs (a) (b) and (c) above shall not apply to those parts of the Property actually used for computer operations

(d) the power and liberty at any time hereafter to stop up or otherwise affect any rights of way or other easements or privileges whether now in existence or not which the Transferee may at any time hereafter be using or enjoying (other than by virtue of the express provisions of this Transfer or of any Grant or Licence in writing from the Transferor) over any adjoining land as appurtenant incident or belonging to the Property.

(e) Full right and liberty from time to time to use their adjoining and neighbouring lands for the purposes of their railway undertaking in such manner as they may think fit and to build or execute works for operational purposes upon such lands but not so substantially as to restrict the access of light and air to the Property.

(f) A right of way with or without vehicles at all times and for all purposes over (i) so much as is included in this Transfer of the access way leading from Hopton Street aforesaid and passing over the Property and thence through the gateway erected under the Viaduct to the entrance on the western side of the Viaduct to the Transferor's Arches under the Viaduct and to the Transferor's premises situate on the western side of the Viaduct (ii) over and along the strip of land ten feet in width immediately adjoining the Viaduct on the eastern side thereof for the purpose of inspecting maintaining and renewing the Viaduct and the piers footings abutments and foundations thereof including the right to erect scaffolding and apparatus in connection with such works."

- 6 (24.10.1997) A Transfer of the land in this title dated 30 September 1997 made between (1) The Prudential Assurance Company Limited and (2) Larchfield Investments Limited contains the following covenants:-

### RESTRICTIVE COVENANTS

"3.1 The Transferee covenants with the Transferor for the benefit of the Retained Land that the Transferee and its successors in title will not carry out or permit to be carried out any redevelopment of the Burdened Land or any part thereof

3.2 The Transferor covenants with the Transferee for itself and its successors in title and with the intention of binding the Retained Land and each and every part thereof that

3.2.1 upon receipt by the Transferor from the Transferee of the Relevant Sum the Transferor will deliver to the Transferee an absolute release of the covenant referred to in Clause 3.1 by way of a deed in such form as the Transferee shall reasonably require; and

3.2.2 as soon as reasonably practicable after the date hereof it will make an application to H M Registry to note the provisions of this Clause 3.2 and 3.3 on the register of the title for the Retained Land.

3.3 On any disposition of the Retained Land or any part thereof the Transferor covenants with the Transferee that it shall procure that any person to whom a disposition (which for the avoidance of doubt shall include (inter-alia) a sale the grant of a lease and the creation of a mortgage or charge) is made will covenant directly with the Transferee in the terms of Clause 3.2 and this Clause 3.3 PROVIDED ALWAYS THAT (and notwithstanding) any other provisions of this Clause 3) where at any time the whole of the Retained Land is not in the sole ownership of one party the Transferee shall be deemed to have made due payment of the Relevant Sum in accordance with Clause 3.2 if such payment is made to The Prudential Assurance Company Limited irrespective of whether The Prudential Assurance Company Limited then retains an interest in any part of the Retained Land.



## C: Charges Register continued

(Calculation of the Relevant Sum)

### 1. Definitions

Unless the contrary intention appears the following definitions apply in this Schedule 4:

"Index" the All Items Retail Prices Index published by the Office for National Statistics

"A" the last monthly figure shown in the last edition of the Index published before the date hereof:

"B" the last monthly figure shown in the last edition of the Index published one year before the Relevant Date

"The Relevant Date" the date of payment of the Relevant sum pursuant to Clause 5.2 of this Transfer

### 2. Calculation of the Relevant Sum

2.1 The Relevant Sum is to be the greater of:

2.1.1 the sum of £100,000; and

2.1.2 the sum of £100,000 x B/A provided that in no circumstances shall the Relevant Sum exceed £150,000

2.2 If the Index ceases to be rebased after A is published but before B is published then an appropriate adjustment shall be made in the calculation to ensure that both B and A are calculated on the same basis.

2.3 If the Index ceases to be published then there shall be substituted in the calculation in paragraph 2.1.2 such other Index as the Transferor and Transferee shall agree as being a generally respected measure of the general increase in retail prices."

NOTE 1: The Burdened Land is the land in this title excluding the land edged and numbered 1,2,3,5 and 8 in yellow on the supplementary plan to the title plan.

NOTE 2: The Retained Land is the land comprised in title numbers SGL492168, SGL309286 and SGL171786.

7 (24.10.1997) The land is subject to the following rights reserved by the Transfer of the land in this title dated 30 September 1997 referred to above:-

"Subject to the exceptions and reservations set out in Part 2 of this Schedule

### Part 2

Excepting and reserving to the Transferor for the benefit of the Retained Land:

1. In relation to the part of the Property shown edged green on the plan annexed hereto marked "Plan 2" the following rights:

1.1 to deal as it may think fit with the Retained Property and to erect or permit to be erected upon it any buildings or structures even if they affect or diminish the light or air which may now or at any time be enjoyed by the Transferee in respect of this part of the Property

1.2 of free running and passage of water soil gas and electricity through any drains watercourses pipes cables or wires now on over or under this part of the Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of this part of the Property provided that such exception and reservation shall not apply to those parts of this part of the Property actually used for computer operations.

## C: Charges Register continued

2. In relation to the remainder of the Property:

2.1 the free running and passing of soil water gas and electricity coming from and passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires on under or over this part of the Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of this part of the Property

2.2 the right to affix construct place maintain and use over or under any parts of this part of the Property (upon which no buildings have been erected) any sewers drain watercourse or pipe which may be necessary or convenient

2.3 to deal as it may think fit with the Retained Property and to erect or permit to be erected upon it any buildings or structures even if they affect or diminish the light or air which may now or at any time be enjoyed by the Transferee in respect of this Property and

2.4 the right of support and protection for the Retained Property from this part of the Property in so far as it exists at the date hereof.

provided that whilst the Lease dated 30 March 1984 referred to in Schedule 2 subsists the rights in paragraphs 2.3 and 2.4 shall be suspended."

NOTE 1: The Retained Property is the land comprised in titles SGL492168, SGL309286 and SGL171786.

NOTE 2: The Property edged green on the plan marked "Plan 2" annexed to the Transfer is the land shown edged and numbered 1, 2, 3, 5 and 8 in yellow on the supplementary plan to the title plan.

- 8 (24.10.1997) A Licence dated 23 October 1997 made between (1) The Port of London Authority and (2) Larchfield Investments Limited relates to the construction of a cantilever platform and contains restrictions.

*NOTE: Copy filed.*

- 9 (06.06.2011) UNILATERAL NOTICE affecting Flat 109 Falcon Point in respect of a Notice dated 20 August 2010 served under Section 42 of the Leasehold Reform Housing and Urban Development Act 1993.

*NOTE: Copy filed.*

- 10 (06.06.2011) BENEFICIARY: Nicholas Landau and Vivien Cheung of Sebastians, 92 Fleet Street, London EC4Y 1PB and of gmurphy@seblaw.co.uk.

- 11 (14.04.2014) An Agreement dated 28 March 2014 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Cerep Ludgate House Limited and Cerep Sampson House Limited (3) ING Bank N.V (4) Network Rail Infrastructure Limited and (5) Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of part of the land in this title being Sampson House and adjoining land to the north.

*NOTE: Copy filed under TGL62703.*

- 12 (16.07.2015) UNILATERAL NOTICE affecting Flat 39 Falcon Point in respect of a notice dated 16 June 2015 served under section 13/42 of the Leasehold Reform, Housing and Urban Development Act 1993 by John Cole and Mary Marguerite Monica Cole pursuant to section 97(1) of that Act.

- 13 (16.07.2015) BENEFICIARY: John Cole and Mary Marguerite Monica Cole of Withy King LLP, Midland Bridge House, Midland Bridge Road, Bath, BA2 3FP.

- 14 (03.06.2016) REGISTERED CHARGE dated 17 May 2016.

- 15 (03.06.2016) Proprietor: OVERSEA-CHINESE BANKING CORPORATION LIMITED (incorporated in Singapore) of The Rex Building, 62 Queen Street,

## C: Charges Register continued

London EC4R 1EB.

16 (21.06.2016) The proprietor of the Charge dated 17 May 2016 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.

17 (15.02.2018) UNILATERAL NOTICE affecting Flat 30 Falcon Point in respect of a notice dated 12 February 2018 served under section 42 of the Leasehold Reform, Housing and Urban Development Act 1993 by Jean Mary Vigar pursuant to section 97(1) of that Act.

*NOTE: Copy filed.*

18 (15.02.2018) BENEFICIARY: Jean Mary Vigar of 6 Clanricarde Gardens, Tunbridge Wells, Kent TN1 1PH (jrc@keenemarsland.co.uk).

19 (06.03.2018) An Agreement dated 21 November 2017 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) The Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE: Copy filed under TGL62703.*

20 (23.01.2019) UNILATERAL NOTICE affecting 57 Falcon Point in respect of a notice dated 19 June 2018 served under section 42 of the Leasehold Reform, Housing and Urban Development Act 1993 by Robert Edward Wade and Monica Jane Wade pursuant to section 97(1) of that Act.

21 (23.01.2019) BENEFICIARY: Katy Jane Kolano of Flat 57 Falcon Point, Hopton Street, London SE1 9JB and E J Winter and Son LLP of St Laurence House, 10/12 The Forbury, Reading, Berks RG1 3EJ.

22 (29.01.2019) Option to purchase in favour of Network Rail Infrastructures Limited contained in an Agreement affecting the land edged and numbered 2, 3 (part of) and 4 (part of) in yellow on the title plan being the toilet block and station entrance, Hopton Street dated 31 March 2016 made between (1) Cerep Sampson House Limited and (2) Network Rail Infrastructures Limited upon the terms therein mentioned.

*NOTE:-Copy filed.*

23 (14.05.2019) Notice affecting 86 Falcon Point entered pursuant to section 97(1) of the Leasehold Reform, Housing and Urban Development Act 1993 that a notice dated 4 March 2019 has been served under section 42 of that Act by Hazel Mary Tasker of Thornby, Pikes Hill Avenue, Lyndhurst, Hampshire SE1 9JB.

*NOTE: Copy filed.*

24 (14.05.2019) Notice affecting 24 Falcon Point entered pursuant to section 97(1) of the Leasehold Reform, Housing and Urban Development Act 1993 that a notice dated 4 March 2019 has been served under section 42 of that Act by Patricia Ann McGillicuddy of 24 Falcon Point, Hopton Street, London SE1 9JW.

*NOTE: Copy filed.*

25 (14.05.2019) Notice affecting 22 Falcon Point entered pursuant to section 97(1) of the Leasehold Reform, Housing and Urban Development Act 1993 that a notice dated 4 March 2019 has been served under section 42 of that Act by Raymond George Rankin Kain of 22 Falcon Point, Hopton Street, London SE1 9JW.

*NOTE: Copy filed.*

26 (14.05.2019) Notice affecting 90 Falcon Point entered pursuant to section 97(1) of the Leasehold Reform, Housing and Urban Development Act 1993 that a notice dated 4 March 2019 has been served under section 42 of that Act by Marion Linda Kalmus of 90 Falcon Point, Hopton Street, London SE1 9JB.

## C: Charges Register continued

*NOTE: Copy filed.*

- 27 (30.12.2019) An Agreement dated 2 December 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) The Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE:-Copy filed.*

- 28 (10.03.2020) An Agreement dated 4 March 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited and (3) Oversea-Chinese Banking Corporation Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

*NOTE:-Copy filed.*

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 30 March 1984 referred to in the Charges Register:-

The Transferee hereby covenants with the Transferor for the benefit of the Transferor's said viaduct and adjoining and neighbouring land to observe and perform the covenants set out in the Third Schedule hereto and with intent to bind the Transferee and its successors in title to the Property and each and every part thereof in whosoever hands the same may come.

### THE THIRD SCHEDULE hereinbefore referred to

1. NOT to commence any works of repair or renewal of the Property within ten feet of the said Viaduct until the Transferee has given notice to the Transferor (except in the case of emergency) who shall be entitled to give such directions as to the carrying out of the intended works and to the use of cranes scaffolding and apparatus in connection therewith as in the opinion of the Transferor's Chief Civil Engineer are reasonably necessary for the protection of the Viaduct and railway and all passengers and traffic thereon.

2. That no earth clay or other substance shall be excavated upon the Property and that no act shall be done thereon which may endanger the safety or stability of the Transferor's railway or property or of any neighbouring property and that no inflammable dangerous or explosive substance liquid or gas shall be stored or placed upon the Property other than fuel oils stored in proper containers and in accordance with all statutory requirements the Transferee taking all reasonable precautions against fire and explosion.

3. Not without the consent of the Transferor which shall not be unreasonably withheld (but may be granted subject to such requirements as the Transferor's said Engineer shall stipulate for the safety and protection of the Viaduct and the railway thereon) to carry out or to permit to be carried out any building operations or erect structures of any kind within the said ten feet strip of land immediately adjoining the Viaduct on the eastern side thereof.

4. Not to light or permit to suffer to be lighted the Property or any part thereof or to display or permit or suffer to be displayed lighted signs or other illuminations in such a manner or such as to cause confusion with the signals of the Transferor's railway or to be likely in the opinion of the Transferor's Chief Signal and Telecommunications Engineer (which shall not be open to question by the Transferee) to be so confused And if any lighting lighted sign or other illumination shall at any time be found to be confused with such signal or to be likely to be so confused upon request from the Transferor at once to alter the same in such a manner as to avoid such confusion or likely

## Schedule of restrictive covenants continued

confusion.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	23.12.1980 7 (part of)	The Founders Arms Public House, Bankside (Basement ground (Terrace level) and first floors)	17.12.1980 125 years less 10 days from 15.12.1978	SGL309248
NOTE 1: The lease grants rights to use the vehicle entrance leading to the ground floor and the roads and footpaths edged and numbered 6 in yellow on the supplementary plan to the title plan, support and shelter, the right to erect a sign at the point marked X in blue on the supplementary plan to the title plan, the right to use electricity wires along the route shown by a blue broken line on the supplementary plan to the title plan, rights of entry and rights of overhang of a balcony over the land hatched brown on the supplementary plan to the title plan with rights of access over such land for the purpose of repair and maintenance of the said balcony. The lease also grants and reserves the passage of heating, water, soil, gas and electricity and rights of support.				
NOTE 2: No copy of the Lease referred to is held by HM Land Registry.				
2	9 (part of), 10 (part of) and 11 (part of)	Cable duct run	15.12.1980 80 years from 15.12.1978	
NOTE 1: The lease comprises also other land.				
NOTE 2: The lease grants a right of entry over adjoining land for the purpose of installing, laying, inspecting, maintaining or removing any ducts, cables, lines, plant or other apparatus.				
NOTE 3: Copy Lease filed under SGL134909.				
3	11.01.2007 13	Cable Duct	24.07.1981 80 years from 15.12.1978	TGL284994
NOTE 1: The Lease comprises also other land.				
NOTE 2: The Lease grants a right of entry for the purpose of installing, laying, inspecting, maintaining or removing the duct, cables, lines, plant or other apparatus under the land demised.				
NOTE 3: Lease registered under TGL284994				
4	14.05.1984 3 (part of), 4, 5 (part of) 6, 7, 9 (part of) 10, 11 (part of) 12 and 14	Land and Buildings on the North side of Hopton Street and Bankside	30.03.1984 99 years (less and 10 days) from 15.12.1978	SGL402790 and SGL416955
NOTE 1: The lease reserves rights of way, passage of running water, soil, gas and electricity, entry and other rights.				
NOTE 2: The lease comprises also other land.				
NOTE 3: The lease contains mutual options for renewal				
NOTE 4: The lease was deemed to have been surrendered and re-granted following the grant of a lease or leases under section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993 with the effect provided for by paragraph 10 of Schedule 11 to that Act.				
5	10.06.1987 2 (part of)	land at Hopton Street, Bankside	27.02.1987 99 years less	SGL485150



## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
			11 days from 15.12.1978	
	NOTE: The lease contains mutual options for renewal as therein mentioned			
6	22.11.2010 4 (part of)	Flat 25, Falcon Point (third floor)	23.01.2009 From 23 January 2009 to 29 November 2167	TGL339444
7	10.01.2011 7 (part of)	Flat 101 Falcon Point (fourth floor)	15.10.2010 From and including 15 /10/2010 to and including 29/11/2167	TGL341204
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
8	12.01.2011 12 (part of)	Flat 6, Falcon Point (Third Floor)	20.12.2010 From 20.12.2010 to 29.11.2167	TGL341311
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
9	12.01.2011 12 (part of)	Flat 19, Falcon Point (Fifth Floor)	22.12.2010 From 22.12.2010 to 29.09.2167	TGL341313
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
10	12.01.2011 4 (part of)	Flat 74, Falcon Point (First Floor)	20.12.2010 From 20.12.2010 to 29.11.2167	TGL341319
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
11	12.01.2011 16 (part of)	Flat 50, Falcon Point (Fourth Floor)	20.12.2010 From 20.12.2010 to 29.11.2167	TGL341320
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
12	12.01.2011 16 (part of)	Flat 56, Falcon Point (Seventh Floor)	22.12.2010 From 22.12.2010 to 29.11.2167	TGL341321
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
13	12.01.2011 4 (part of)	Flat 110, Falcon Point (Fourth Floor)	22.12.2010 From 22.12.2010 to 29.11.2167	TGL341322
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
14	12.01.2011 4 (part of)	Flat 104, Falcon Point (First Floor)	22.12.2010 From 22.12.2010 to 29.11.2167	TGL341324
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
15	12.01.2011	Flat 91, Falcon Point	20.12.2010	TGL341325

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	4 (part of)	(Fourth Floor)	From 20.12.2010 to 09.12.2167	
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
16	12.01.2011 16 (part of)	Flat 12, Falcon Point (First Floor)	05.01.2011 From 05.01.2011 to 29.11.2167	TGL341328
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
17	12.01.2011 4 (part of) and 6 (part of)	Flat 59, Falcon Point (Second Floor)	22.12.2010 From 22.12.2010 to 29.11.2167	TGL341330
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
18	12.01.2011 16 (part of)	Flat 33, Falcon Point (Second Floor)	20.12.2010 From 20.12.2010 to 05.11.2167	TGL341327
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
19	12.01.2011 4 (part of)	Flat 82, Falcon Point (Fifth Floor)	20.12.2010 From 20.12.2010 to 29.11.2167	TGL341326
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
20	15.05.2012 4 (part of)	Flat 87, Falcon Point (Second Floor)	09.02.2012 From and including 9.2.2012 to and including 29.11.2167	TGL362859
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
21	15.10.2013 16 (part of)	Flat 42, Falcon Point (Sixth Floor)	22.08.2013 From and including 22.8.2013 to and including 29.11.2167	TGL386527
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
22	15.10.2013 4 (part of)	Flat 108, Falcon Point (Third Floor)	22.08.2013 From and including 22.8.2013 to and including 29.11.2167	TGL386526
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
23	16.02.2015 16 (part of)	Flat 32 Falcon Point (First Floor Flat)	10.02.2015 from and including 10.2.2015 until and including 28.11.2167	TGL417831
	NOTE: NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993			

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
24	29.04.2015 4 (part of)	Flat 105 Falcon Point (second floor flat)	11.02.2015 From 11 February 2015 expiring on 28 November 2167	TGL417950
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
25	29.04.2015 6 (part of) and 4 (part of)	Flat 63 Falcon Point (fourth floor flat)	20.02.2015 From 20 February 2015 expiring on 38 November 2167	TGL418300
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
26	26.10.2015 4 (part of)	64 Falcon Point (fourth floor flat)	30.09.2015 From and including 30.9.2015 to and including 29.11.2167	TGL433650
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
27	16 (part of)	Flat 36, Falcon Point (Third Floor Flat)	25.04.2016 From and including 25.4.2016 to and including 29.11.2167	TGL447107
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
28	12.05.2016 16 (part of)	Flat 41 Falcon Point (sixth floor)	31.03.2016 From 31.3.2016 to 29.11.2167	TGL447892
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
29	27.06.2016 16 (part of)	Flat 39 Falcon Point (fifth floor)	17.06.2016 From 17.06.2016 to 03.12.2167	TGL450582
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993			
30	28.10.2016 4 (Part of)	Flat 76, Falcon Point (second floor)	25.10.2016 from and including 25.10.2016 to and including 29.11.2167	TGL459206
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
31	15.02.2017 16 (part of)	Flat 53, Falcon Point (Sixth floor)	03.02.2017 from and including 3.2.2017 until and including 29.11.2167	TGL467082
	NOTE: The lease was made under the provisions of 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
32	18.12.2017 12 (part of): 16 (part)	Flat 29, Falcon Point (Fifth Floor Flat)	12.12.2017 From and including 12.12.2017 until and	TGL167192

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
			including 29.11.2167	
	NOTE: The lease was made under the provisions of 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
33	12.03.2018 16 (part of)	Flat 35, Falcon Point (Third floor)	02.03.2018 From and including 2 March 2018 until and including 29 November 2167	TGL496239
	NOTE: The lease was made under the provisions of 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993			
34	19.03.2019 16 (part of)	Flat 30, Falcon Point (Fifth Floor)	12.03.2019 From and including 12 March 2019 until and including 29 November 2167	TGL521729
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
35	12.08.2019 4 (part of) : 6 (part of)	Flat 57 Falcon Point (first floor)	06.08.2019 6 August 2019 to 29 November 2167	TGL531057
	NOTE: The lease was made under the provisions of 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993			
36	18.03.2020 16 (part of)	Flat 40 Falcon Point (Fifth Floor)	12.03.2020 From and including 12 March 2020 to and including 30 November 2167	TGL544617
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			

End of register



# Official copy of register of title

Title number TGL501998

Edition date 18.01.2019

- This official copy shows the entries on the register of title on 25 JAN 2021 at 11:34:22.
- 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 25 Jan 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, Telford 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.

### SOUTHWARK

- 1 (05.06.2018) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Land Beneath The Arches, Invicta Plaza, Blackfriars Road, London.

NOTE 1: The retained arches and the works and airspace above the retained arches are not included in the title.

NOTE 2: The airspace covered by and within the retained arches are included in the title.

- 2 (05.06.2018) The mines and minerals excepted by the Lease are excluded from this registration.

- 3 (05.06.2018) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 18 May 2018  
Term : From and including 18 May 2018 to 17 May 2268  
Parties : (1) Network Rail Infrastructure Limited  
(2) Ludgate House Limited

- 4 (05.06.2018) The Lease prohibits or restricts alienation.

- 5 (05.06.2018) The title includes any legal easements granted by the registered lease but is subject to any rights that are granted or reserved by the said lease and affect the registered land.

NOTE: The easements granted in clause 1 of Schedule 1 are included in the title only so far as they are capable of subsisting at law and the landlord had the power to grant the same.



## 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 (05.06.2018) PROPRIETOR: LUDGATE HOUSE LIMITED (incorporated in Jersey) of 47, Esplanade, St Helier, Jersey, JE1 0BD.
- 2 (05.06.2018) The price, other than rents, stated to have been paid on the grant of the lease was £9,000,000.
- 3 (18.01.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 18 December 2018 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register.

## C: Charges Register

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

- 1 (05.06.2018) The parts of the land affected thereby are subject to the easements granted by a lease of a cable duct dated 24 July 1981 for 80 years from 15 December 1978.  
*NOTE: Copy filed under TGL284994.*
- 2 (05.06.2018) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.
- 3 (05.06.2018) The land is subject to such rights as may be subsisting in favour of the persons interested in a Charge dated 1 February 2017 made between Ludgate House Limited and Oversea-Chinese Banking Corporation Limited of the lease dated 1 February 2017 referred to in the schedule of leases hereto.
- 4 (18.01.2019) REGISTERED CHARGE dated 18 December 2018.
- 5 (18.01.2019) Proprietor: OVERSEA-CHINESE BANKING CORPORATION LIMITED (incorporated in Singapore) of Third Floor, The Rex Building, 62 Queen Street, London EC4R 1EB.
- 6 (18.01.2019) The proprietor of the Charge dated 18 December 2018 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.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	17.02.2017 Edged and numbered 1 in blue on the title plan	land beneath Arches 1.8 Invicta Plaza	01.02.2017 From and including 18.01.2017 to and including 28.08.2114	TGL467215
2	01.02.2017 Edged and numbered 2 in blue on the title plan	land at Arches	01.02.2017 From and including 18.01.2017 to 28.08.2114	TGL467217

Title number TGL501998

End of register



# Official copy of register of title

Title number TGL467215

Edition date 20.06.2018

- This official copy shows the entries on the register of title on 25 JAN 2021 at 11:34:40.
- 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 25 Jan 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, Telford 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.

### SOUTHWARK

- 1 (17.02.2017) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being land beneath Arches 1-8 Invicta Plaza, Blackfriars Road, London.

NOTE 1: The airspace covered by and within the Retained Arches is included in the title.

NOTE 2: There is excluded from this title any part of the Retained Arches and the works and airspace above the Retained Arches.

- 2 (17.02.2017) The supporting piers and foundations of the railway viaduct, any over hanging parts of the viaduct and the mines and minerals excepted by the lease are excluded from this title.

- 3 (17.02.2017) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
 Date : 1 February 2017  
 Term : from and including 18 January 2017 ending on 28 August 2114  
 Parties : (1) Network Rail Infrastructure Limited  
 (2) Ludgate House Limited

NOTE 1: The Existing Lease dated 8 October 1991 referred to in the above lease is that referred to in the Schedule of Leases hereto

NOTE 2: The Nightclub Lease dated 5 November 2010 referred to in the above lease is filed under TGL343181

NOTE 3: The Nightclub Lease dated 23 December 2011 referred to in the above lease is filed under TGL375760

- 4 (17.02.2017) The Lease prohibits or restricts alienation.
- 5 (17.02.2017) The land has the benefit of any legal easements granted by the registered lease dated 1 February 2017 referred to above but is subject to any rights that are reserved by the said deed and affect the registered land.

## A: Property Register continued

- 6 (06.09.2017) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

## 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 (17.02.2017) PROPRIETOR: Ludgate House Limited (incorporated in Jersey) of 47 Esplanade, St Helier, Jersey, JE1 0BD.
- 2 (17.02.2017) The price, other than rents, stated to have been paid on the grant of the lease of the land in this title and in TGL467216 and TGL467217 was £3,180,000.
- 3 (17.02.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 1 February 2017 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register.

## C: Charges Register

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

- 1 (17.02.2017) The land is subject to the lease set out in the schedule of leases hereto.
- 2 (17.02.2017) REGISTERED CHARGE dated 1 February 2017 affecting also other titles.
- NOTE: Charge reference TGL467215.
- 3 (17.02.2017) Proprietor: Oversea-Chinese Banking Corporation Limited (incorporated in Singapore)(UK Regn. No. FC006487) of The Rex Building 62, 3rd Floor, Queen Street, London EC4R 1EB.
- 4 (17.02.2017) The proprietor of the Charge dated 1 February 2017 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.
- 5 (20.06.2018) UNILATERAL NOTICE affecting Arches 1-4, Invicta Plaza in respect of a pending land action for renewal of a Lease pursuant to part 2 of the Landlord and Tenant Act 1954 in the County Court at Central London (Court Reference Number E00CL831).
- 6 (20.06.2018) BENEFICIARY: A & M Leisure Limited (Co Regn No 06975509) care of Stevensdrake, FAO Ian Price, 117-119 High Street, Crawley, West Sussex, RH10 1DD (Ref: IMP/AME.151-8), DX 57104, Crawley (Ref: IMP/AME.151-8) and FAO Mark Ames, Unit 3 Deanery Court, Preston Deanery, Northampton, NN7 2DT.
- 7 (20.06.2018) UNILATERAL NOTICE affecting Arches 5, Invicta Plaza in respect of a pending land action for renewal of a Lease pursuant to part 2 of the Landlord and Tenant Act 1954 in the County Court at Central London (Court Reference Number E00CL838).
- 8 (20.06.2018) BENEFICIARY: A & M Leisure Limited (Co Regn No 06975509) care of Stevensdrake, FAO Ian Price, 117-119 High Street, Crawley, West Sussex, RH10 1DD (Ref: IMP/AME.151-8), DX57104, Crawley (Ref: IMP/AME.151-8) and FAO Mark Ames, Unit 3 Deanery Court, Preston Deanery, Northampton, NN7 2DT.

Title number TGL467215

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	17.02.2017	Arches 1-8 Invicta Plaza, Blackfairs Road	08.10.1991 125 years from 29 September 1989	TGL67283

End of register





# Official copy of register of title

Title number TGL467217

Edition date 17.02.2017

- This official copy shows the entries on the register of title on 25 JAN 2021 at 11:35:01.
- 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 25 Jan 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, Telford 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.

### SOUTHWARK

- 1 (17.02.2017) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Land at Arches on the west side of, Hopton Street, London.

NOTE 1: The retained arches and the works and airspace above the retained arches are not included in the title.

NOTE 2: The airspace covered by and within the retained arches are included in the title.

- 2 (17.02.2017) The mines and minerals excepted by the Lease are excluded from this registration.

- 3 (17.02.2017) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
 Date : 1 February 2017  
 Term : Beginning on and including 18 January 2017 and ending on 28

August 2114

Parties : (1) Network Rail Infrastructure Limited  
 (2) Ludgate House Limited

NOTE: A copy of the Existing Lease dated 12 February 1998 referred to in the above lease is filed under TGL4186

- 4 (17.02.2017) The Lease prohibits or restricts alienation.
- 5 (17.02.2017) The land has the benefit of any legal easements granted by the registered lease dated 1 February 2017 referred to above but is subject to any rights that are reserved by the said deed and affect the registered land.

## 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 (17.02.2017) PROPRIETOR: Ludgate House Limited (incorporated in Jersey) of 47 Esplanade, St Helier, Jersey JE1 0BD.
- 2 (17.02.2017) The price, other than rents, stated to have been paid on the grant of the lease of the land in this title and in TGL467215 and TGL467216 was £3,180,000.
- 3 (17.02.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 1 February 2017 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register.

## C: Charges Register

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

- 1 (17.02.2017) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.
- 2 (17.02.2017) REGISTERED CHARGE dated 1 February 2017 affecting also other titles.  
  
NOTE: Charge reference TGL467215.
- 3 (17.02.2017) Proprietor: Oversea-Chinese Banking Corporation Limited (incorporated in Singapore)(UK Regn. No. FC006487) of The Rex Building 62, 3rd Floor, Queen Street, London EC4R 1EB.
- 4 (17.02.2017) The proprietor of the Charge dated 1 February 2017 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.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	17.02.2017	Land at The Arches on the west side of Hopton Street	12.02.1988 125 years from 12.2.1988	TGL4186

## End of register

**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) LUDGATE HOUSE LIMITED  
(INCORPORATED IN JERSEY)

Claimants

and

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

Defendants

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**"MPW10"**

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This is the exhibit marked "MPW10" referred to in the witness statement of Martin Philip Wilshire dated 25 January 2021



Party: Claimant  
Witness: S Wortley  
Statement: Second  
Exhibits: "SSW1" - "SSW3"  
Date: 23.02.22

Claim Number: QB 2020 002072

IN THE HIGH COURT OF JUSTICE

**QUEEN'S BENCH DIVISION**

B E T W E E N

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

Claimants

and

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

Defendants

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WITNESS STATEMENT OF

STUART SHERBROOKE WORTLEY

---

I, STUART SHERBROOKE WORTLEY of 50/60 Station Road, Cambridge CB1 2JH WILL SAY  
as follows: -

1. I am a solicitor of the Senior Courts of England and Wales and have conduct of these proceedings on behalf of the Claimants.
2. The Second and Third Claimants are the registered owners of a construction site in London known as Bankside Yards.



3. On 30 July 2020, The Honourable Mr Justice Soole granted an interim injunction to restrain the Defendants from entering or remaining upon Bankside Yards until 29 January 2021 or further order.
4. The injunction was granted on the basis of the evidence set out in a witness statement of Martin Philip Wilshire (**the First Claimant's Director of Health and Safety**) dated 27 July 2020.
5. Prior to the Court of Appeal decision in *Canada Goose UK Retail Ltd and another v Persons Unknown* [2020] EWCA Civ 303 (delivered on 5 March 2020), my **firm's** practice following the grant of this interim injunction would have been to apply for a final injunction to restrain trespass on Bankside Yards for the duration of the construction project.
6. In the Canada Goose decision, the Court of Appeal found that the Court had no jurisdiction to grant a final injunction against a defendant described as "Persons Unknown". In those circumstances, it was necessary for Claimants to pursue sequential applications to extend the interim injunction.
7. The interim injunction relating to Bankside Yards was extended: -
  - 7.1 on 26 January 2021, Mr Justice Bourne extended the injunction to 9 March 2021 or further order (this Order also extended the scope of the injunction to the subsequent phases of work and resulted in an enlarged site plan);
  - 7.2 on 4 March 2021, Mr Justice Stewart extended the injunction to 19 May 2021 or further order. The recitals to this Order referred to the fact that injunctions against Persons Unknown had been the subject of argument in the case now known as *London Borough of Barking & Dagenham v Persons Unknown and others ("Barking & Dagenham")* which had been heard by Mr Justice Nicklin but in which judgement was reserved; and
  - 7.3 on 6 May 2021, Mrs Justice Eady extended the injunction to 26 July 2021 or further order. The recitals to this Order again referred to Nicklin J's reserved judgment in *Barking & Dagenham*.
8. On 13 May 2021, Nicklin J handed down judgment in *Barking & Dagenham LBC v Persons Unknown* [2021] EWHC 1201. In this decision, Nicklin J considered further the effect of *Canada Goose* and held that the jurisdiction even to grant interim injunctions against Persons Unknown was extremely limited and, in effect, was a

measure which could only be used for a short period whilst active attempts were made to identify named defendants.

9. When permission was granted to appeal against Nicklin J's **decision**, the Claimants made a further application to extend the injunction.
10. On 20 July 2021, Mr Justice William Davis further extended the injunction until 14 January 2022 or further order. The recitals to this Order referred to the pending *Barking & Dagenham* appeal.
11. On 26 October 2021, Master Dagnall granted permission to join the Third Claimant (which owned four of the registered titles which comprise the Bankside Yards construction site and which should therefore have been joined as a Claimant before the Order made in January 2021).
12. On 13 January 2022, the Court of Appeal handed down judgment in *Barking & Dagenham v Persons Unknown* [2022] EWCA Civ 13. This decision helpfully clarifies various aspects of the law and procedure concerning injunctions against Persons Unknown and, in particular, overturns the decision in *Canada Goose* in relation to final injunctions against Persons Unknown.
13. In the light of that decision, the Claimants now seek an injunction until 31 December 2023.
14. On 2 February 2022, Mr Justice Eyre considered a similar application for an injunction relating to a construction site at 40 Leadenhall Street in the City of London. A copy of the transcript of his judgment is now produced and shown to me marked "**SSW1**".

#### Current Position

15. The Second and Third Claimants remain the registered owners of each of the 6 registered titles referred to in paragraph 2 of the Amended Particulars of Claim.
16. Photographs of the Bankside Yards construction site taken at the end of January 2022 are attached to this statement marked "**SSW2**".
17. I am informed by Martin Wilshire, **the First Claimant's Health and Safety Director** (who provided the witness statement dated 27 July 2020 in support of the interim injunction application) that: -

- 17.1 the construction work at Bankside Yards remains on target to be completed in December 2023 (paragraph 11 of his statement);
- 17.2 all of the security measures which were in place in January 2020 remain in place (paragraph 35);
- 17.3 the Claimants remain concerned about the imminent risk of trespass by urban explorers because urban exploring remains prevalent at construction sites in London. Attached to this statement marked **"SSW3"** is a schedule of recent urban exploring videos – many involving climbing tower cranes; and
- 17.4 in June 2022 the 3<sup>rd</sup> tower crane will be erected. This will be 162 metres high to the cab with the jib an additional 50 metres above that. This will be amongst the tallest cranes in London but particularly attractive to urban explorers given the location of Bankside Yards in a central location on the south bank of the River Thames opposite the City of London.
18. I am informed by Richard Clydesdale, the perimeter manager for Bankside Yards that whilst the interim injunction was in place (between 30 July 2020 and 14 January 2022), over the Christmas holiday 2021, urban explorers were spotted in the Blackfriars area but they did not attempt to gain access to Bankside Yards.
19. I am further informed by Mr Wilshire and Mr Clydesdale that: -
- 19.1 they believe that but for the interim injunction, there would have been many more incidents of trespass at Bankside Yards;
- 19.2 the basis of this belief is: -
- 19.2.1 the prevalence of urban exploring on London construction sites which are not protected by injunctions;
- 19.2.2 the fact that experienced urban explorers understand the difference between those construction sites which are / are not protected by injunctions (referenced in paragraph 43 of Mr **Wilshire's witness statement dated 27 July 2020**).
20. I am further informed by Mr Wilshire that: -

- 20.1 the reasons the Claimants now seek a final injunction are the same as the reasons for seeking the interim injunction in July 2020 (recorded in paragraphs 39 to 47 of his witness statement) – in summary: -
- 20.1.1 the Claimants take their responsibilities seriously and want to avoid another tragic accident;
- 20.1.2 Bankside Yards is an obvious target for urban explorers;
- 20.1.3 there is a serious risk of trespass;
- 20.1.4 urban exploring is inherently dangerous – not only for the protagonists but also for others;
- 20.1.5 construction sites have hidden dangers;
- 20.2 the justification for a final injunction remains as recorded in paragraphs 48 to 51 of his witness statement – namely that: -
- 20.2.1 the final injunction would not deprive anyone of any rights or expose anyone to any loss – it merely seeks to stop individuals from undertaking activities that would be unlawful in any event;
- 20.2.2 unlawful trespass at Bankside Yards would entail significant risk of personal injury or death so that damages would not be an adequate remedy for the Claimants.

## Plan

21. The injunction which Mr Justice Soole granted on 30 July 2020 applied to the Bankside Yards West. This was the area on which the phase 1 works were being undertaken on that part of the construction site which lies immediately to the west of the railway tracks which lead to / from Blackfriars Station on the north bank of the River Thames.
22. As noted in paragraph 7 of this witness statement, each of the Orders which extended the duration of the original injunction (namely those dated 26 January, 4 March, 6 May and 20 July 2021) also included the remainder of the construction site to the east. This additional land **includes the Claimants' development within** the airspace below the railway tracks.

23. On reviewing the plan attached to the extended injunctions, I note that the plan should have identified (but did not identify) that part of the Bankside Yards construction site which lie below the railway tracks.
24. **The draft Order attached to the Claimants' current application is expressly limited** to the airspace below the railway tracks and incorporates a revised plan which seeks to clarify this point.

I believe that the facts stated in this Witness Statement and Exhibits are true.

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I am duly authorised to make this statement on behalf of the Claimants.

---

Stuart Sherbrooke Wortley

23 February 2022

**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

**B E T W E E N**

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

Claimants

and

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

Defendants

---

**SSW1**

---

This is the exhibit marked "**SSW1**" referred to in the witness statement of Stuart Sherbrooke Wortley dated 23 February 2022.





Neutral Citation Number: [2022] EWHC 329 (QB)

Case No: QB-2022-000280

**IN THE HIGH COURT OF JUSTICE**  
**QUEEN'S BENCH DIVISION**

Royal Courts of Justice  
Strand, London, WC2A 2LL

Date of hearing: 2<sup>nd</sup> February 2022

**Before:**

**MR JUSTICE EYRE**

-----  
**Between:**

**(1) MACE LIMITED**  
**(2) VANQUISH PROPERTIES GP NOMINEE 1**  
**LIMITED**  
**(3) VANQUISH PROPERTIES GP NOMINEE 2**  
**LIMITED**

**Claimants**

**- and -**

**PERSONS UNKNOWN ENTERING IN OR**  
**REMAINING AT THE CONSTRUCTION SITE AT**  
**40 LEADENHALL STREET, LONDON, EC3M 2RY**  
**WITHOUT THE CLAIMANTS' PERMISSION**

**Defendants**

-----  
-----  
**Toby Watkin** (instructed by **Eversheds Sutherland (International) LLP**) for the **Claimants**  
The **Defendants** did not appear and were not represented

-----  
**APPROVED JUDGMENT**  
-----

*If this Transcript is to be reported or published, there is a requirement to ensure that no reporting restriction will be breached. This is particularly important in relation to any case involving a sexual offence, where the victim is guaranteed lifetime anonymity (Sexual Offences (Amendment) Act 1992), or where an order has been made in relation to a young person.*

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Telephone No: 020 7067 2900. DX 410 LDE  
Email: [info@martenwalshcherer.com](mailto:info@martenwalshcherer.com)  
Web: [www.martenwalshcherer.com](http://www.martenwalshcherer.com)

**MR JUSTICE EYRE :**

1. Construction works are underway at 40 Leadenhall Street in the City of London. The First Claimant is the main contractor in respect of those works and the Second and Third Claimants are the title holders. When completed, the building is to be one of the tallest in London. In the course of the construction works several large cranes are already on site. The Claimants have concerns about possible visits to the site by those colloquially known as urban explorers.

2. The phenomenon of urban exploration was described thus by Murray J in the case of *Teighmore Ltd v Bone* [2019] EWHC 2962 (QB) at [5] and [6]:

“Urban exploring is an activity which involves the exploration of buildings and manmade structures within the urban environment. The activity often involves trespassing on parts of buildings to which public access is prohibited, which the public have no licence to access and which are intended to be secure. The term ‘urban exploration’ is commonly abbreviated to ‘urbex’, ‘UE’, ‘bexing’ and ‘urbexing’. One particular feature of urban exploration is known as ‘rooftopping’. This is an activity in which individuals gain access to the roof of a building, generally without the consent of the building owner, in order to take photographs and/or videos. Urban explorers see the tallest buildings as trophy targets.

6. Many urban explorers use social media and other forms of media to promote their activities, with a view to building their social media profile through platforms including YouTube, Facebook, Instagram and Snapchat. Some generate income this way. Some urban explorers have their own channels on YouTube.”

3. Urban exploration creates a number of risks. First, it involves a risk of death or serious injury to those participating. More significantly and more worryingly it creates the risk that others, less skilled than successful urban explorers, will be encouraged to engage in this activity and to put themselves at risk. There is a risk of injury to those on whom urban explorers fall or who are potentially at risk of being hit by items dislodged by urban explorers. I accept, however, that in practical terms this is not a significant risk. There is a risk that members of the police and ambulance services will be diverted from their work of caring for and attending to those injured through no fault of their own. There is a risk of disruption to the works and the diversion of security guards. Indeed there is a potential risk to the safety of security guards on a site as they seek, typically in the hours of darkness, to apprehend and prevent trespassers to the site. I also note that Murray J identified a potential terrorist risk. As he said at [40]:

“...iconic buildings are sometimes the target of terrorists. If such a building is targeted by urban explorers and information regarding ways into and around the building are posted online, the safety and security of those who live in, work in and visit such buildings is potentially at risk.”

4. It is right to say that it is hard to identify benefits arising from urban exploration. I can identify no benefits which can be said to outweigh or to enter into the balance against those risks other than perhaps the fact that those engaging in urban exploration obtain some degree of pleasure from it. In addition, as Murray J explained, some urban explorers obtain an income from that activity: such income being one derived from their acts of trespass.
5. I need not go into a lengthy exposition of the recent history of the law in respect of these matters. The approach to be taken is that which has been definitively laid down by the Court of Appeal in the case of *Barking & Dagenham LBC v Persons Unknown* [2022] EWCA Civ 13. The position, in short, is that permanent final injunctions against persons unknown can be granted in appropriate circumstances and that it can be appropriate for notice to be by way of notice posted on the site on the basis that such notice alerts to the order those who become defendants by then breaching the order and so makes them a party.
6. The principles to be taken into account are to be found first in the judgment of Longmore LJ in *Inios Upstream v Persons Unknown* [2019] 4 WLR 100 beginning at [34]:
  - “(1) there must be a sufficiently real and imminent risk of a tort being committed to justify quia timet relief;
  - (2) it is impossible to name the persons who are likely to commit the tort unless restrained;
  - (3) it is possible to give effective notice of the injunction and for the method of such notice to be set out in the order;
  - (4) the terms of the injunction must correspond to the threatened tort and not be so wide that they prohibit lawful conduct;
  - (5) the terms of the injunction must be sufficiently clear and precise as to enable persons potentially affected to know what they must not do; and
  - (6) the injunction should have clear geographical and temporal limits.”
7. There has been some degree of refinement or elaboration of those principles, in particular in *Canada Goose UK Retail Ltd v Persons Unknown* [2020] EWCA Civ 303, [2020] 1 WLR 2802 where the Court of Appeal said that requirements (4) and (5) are not an absolute rule and that the class of persons unknown is to be regarded in non-technical language. There was further clarification from the Court of Appeal in the *Barking & Dagenham* case making the point that there is no jurisdictional difference between interim and final injunctions and that it is necessary to review injunctions against unauthorised encampments.
8. I pause to say that the situation here is very different from that of cases where injunctions against persons unknown are granted with the intention of precluding, prohibiting, or preventing unauthorised encampments typically by members of the travelling community. In those circumstances there is a balancing of rights to be

considered with the need to take account of the rights and interests of that community. In those circumstances it is appropriate for injunctions to be in place for a comparatively short period of time and also, potentially, to be subject to review. Those are considerations which do not apply here. Those who trespass on this site are doing so not because they are driven to do so in order to find accommodation nor because they are sustaining a way of life recognised as worthy of a degree of protection. Rather they are doing so in pursuit of excitement or with a view to combining that thrill-seeking with obtaining money from their trespassing.

9. I am satisfied that an injunction in the terms sought is appropriate in this case. This site is clearly at risk. That is demonstrated not just by the matters I have already set out in respect of the nature of the site and the nature of urban exploration both of which mean it would be a site of particular interest to urban explorers. It is also demonstrated by the evidence before me of at least some attempts by urban explorers to enter the site and to climb the machinery that is there. I already explained the risks and potential dangers which would follow from entry onto the site by urban explorers.
10. I am satisfied that it is not possible to identify particular individuals who should be made defendants to this injunction. I note the point made by Mr Watkin that typically once the scalp has been taken an urban explorer does not go back to a site. That means that the one person who has been identified as having scaled or attempted to scale this site is unlikely to be a person interested in returning to it. I have also taken account of the factors set out by Longmore LJ which I rehearsed a moment or two ago.
11. The site was subject of an earlier order made by Stacey J on 16<sup>th</sup> March 2021. That order was substantially in the terms now sought by the Claimants but with this difference namely that it was a prohibition of climbing to a height of more than 5m above street level upon any part of the construction. I anticipate that in imposing that limitation Stacey J was motivated by considerations of proportionality as to whether those who climbed to a height of less than 5m should be at risk of the contempt sanctions of the court.
12. I am, however, persuaded by Mr Watkin's argument that in the circumstances of this case that is an artificial distinction and that it is of no practical utility. There is a risk that some of the adverse consequences of urban exploration will follow even if trespassers enter with a view to climbing to a height of less than 5m but, more significantly, those entering on the site even with a view to climbing to a lower level will be trespassers. This is not a case where there is to be a balancing of competing rights or even of competing legitimate interests such that the court has to consider whether the order is a proportionate interference with such rights or interests. The question of what sanctions are proportionate and appropriate for a contempt if the order is breached is best considered at the time of committal proceedings for a particular breach rather than at the time of the imposition of the order. In the light of the considerations I am not going to impose a similar restriction.
13. I am satisfied that in the circumstances here it is appropriate to issue proceedings without identifying a defendant. I am satisfied that the claim form should be modified in the form sought by the Claimants to more fully identify the category of defendants. I am also satisfied that notice on the site by way of attaching it to the hoardings will be adequate service for all purposes. I am satisfied that it is appropriate for the injunction to continue until shortly after the anticipated date for practical completion

namely until the date in January 2024 sought by the Claimants and to do so without review. As I have already indicated, this is a very different kind of case from that involving members of the travelling community or others in a similar position. In that regard, I also note Mr Watkin's point that for practical purposes the area covered by the injunction will be a diminishing area as the works progress and the area enclosed by hoardings progressively reduces: although as a matter of practicality I suspect that it will reduce, if not in one fell swoop, in a few substantial stages.

14. The order I will approve is to have attached to it a modified form of the notice which was proposed by the Claimants. As I explained in the course of Mr Watkin's submissions the notice is to incorporate language from the orders considered by Murray J in the *Teighmore* case and by HHJ Freedman in *Canary Wharf Investments v Farrell* [2018] EWHC 3418 (QB). In my judgement that language will be more effective in achieving the desired purpose than that proposed. The proposed notice is in clear terms which are entirely if the reader is a lawyer but I do have some reservations as to how fully it removes the risk of ambiguity even accepting, as I do, the fact that urban explorers are aware of and alert to injunctions. Supplementing it with the language to which I have referred will make sure that there is no scope for any misunderstanding and that any person confronted by the notice on the hoardings, or indeed seeing it on social media, will have no doubt what is intended and its effect. The order will, accordingly, be in those terms and I will ask Mr Watkin to prepare a minute in due course.

**(For proceedings after judgment see separate transcript)**

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**This judgment has been approved by Eyre J.**

**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

**B E T W E E N**

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

Claimants

and

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

Defendants

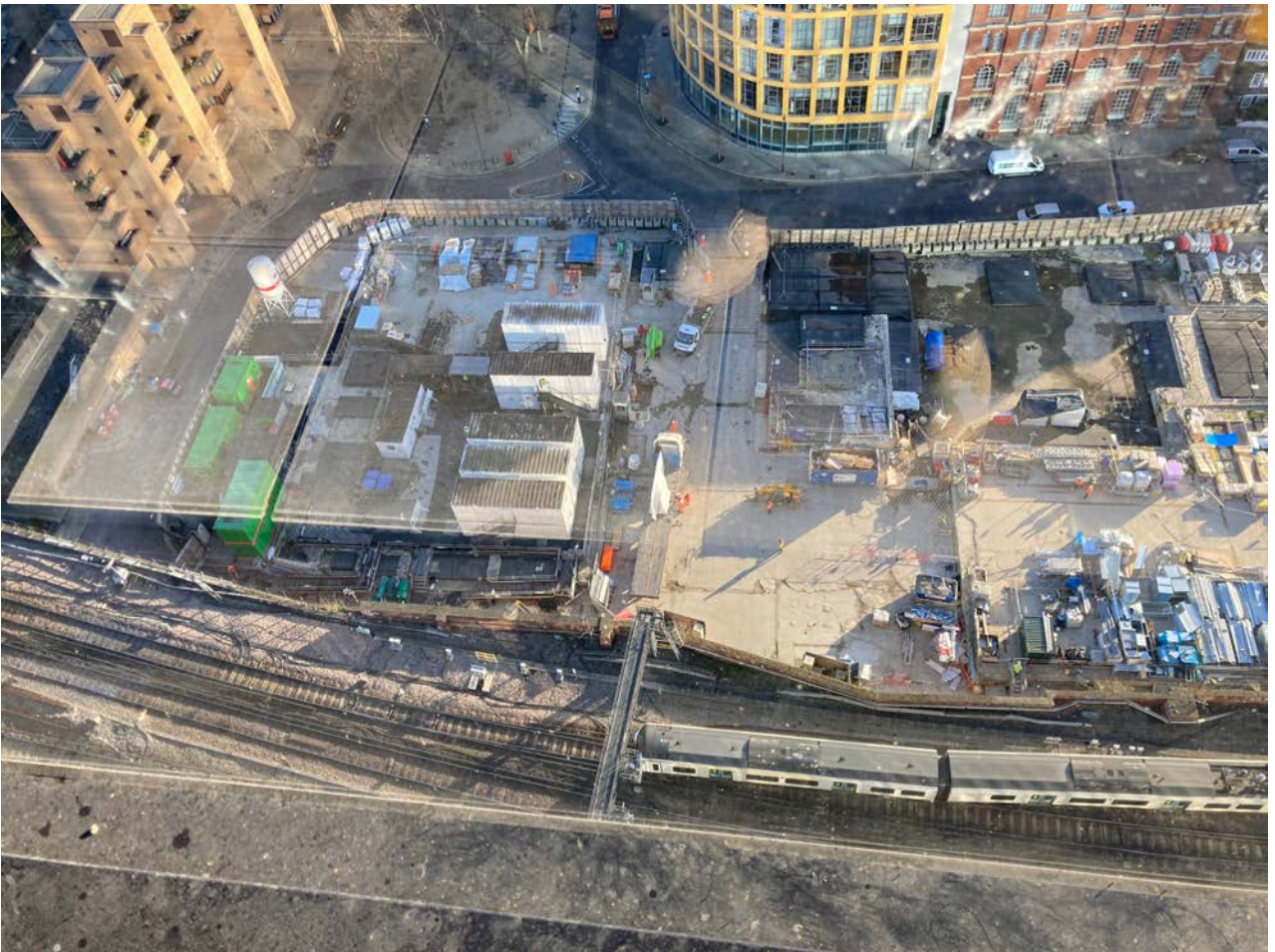
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**SSW2**

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This is the exhibit marked "**SSW2**" referred to in the witness statement of Stuart Sherbrooke Wortley dated 23 February 2022.









**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

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- (1) MULTIPLEX CONSTRUCTION EUROPE LIMITED
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- (3) SAMPSON HOUSE LIMITED  
(INCORPORATED IN JERSEY)

Claimants

and

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

Defendants



---

**SSW3**

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This is the exhibit marked "**SSW3**" referred to in the witness statement of Stuart Sherbrooke Wortley dated 23 February 2022.

## LONDON








<u>Video/Photo</u>	<u>Account</u>	<u>Date Uploaded</u>	<u>URL Link/Image</u>
"CLIMBING A CRANE IN LONDON!!! **CAUGHT BY ANGRY SECURITY**"	VOL.6	05.05.21	<a href="#">CLIMBING A CRANE IN LONDON!!! **CAUGHT BY ANGRY SECURITY** - YouTube</a> 
"Sitting atop the Stratosphere   Previously convicted free-climber scales 36 story tower"	RT UK	04.08.21	<a href="#">Sitting atop the Stratosphere   Previously convicted free-climber scales 36 storey tower - YouTube</a> 



"CLIMBING ONE THAMES CRANE - 210M (LONDON) "	DAVIES VLOGS	31.08.21	 <p><a href="#">CLIMBING ONE THAMES CRANE - 210M (LONDON) - YouTube</a></p>
"London Sunrise Rooftop Free Climbing POV" "Me and a couple friends free climbed up one of the tallest construction sites in London".	ChaseTO	03.09.2021	 <p><a href="#">London Sunrise Rooftop Free Climbing POV - YouTube</a></p>

<p>"Pulling these sick shots out the bag"</p>	<p>Air Addiction</p>	<p>18.09.21</p>	
<p>"Chill rooftop climb in London"</p>	<p>Tjvss</p>	<p>7.10.2021</p>	



<p>"Stole the stage..."</p>	<p><u>Cp.xl</u></p>	<p>15.10.21</p>	<div data-bbox="193 656 917 1243">  </div> <div data-bbox="193 190 917 656"> <div data-bbox="193 582 284 656">  </div> <div data-bbox="215 385 264 573"> <p>cp.xl • Follow</p> <p>London, United Kingdom</p> </div> <div data-bbox="311 582 368 656">  </div> <div data-bbox="319 376 344 573"> <p>cp.xl Stole the stage. ...</p> </div> <div data-bbox="352 557 608 573"> <p>• • • • • • • • • • •</p> </div> <div data-bbox="614 210 687 573"> <p>#urbex #urbexpeople #urbexphotography #urbexworld #urbexplaces #urbexphoto #urbexchampions #urbanroguers #urban</p> </div> <div data-bbox="710 492 746 638">    </div> <div data-bbox="767 555 791 638"> <p>389 likes</p> </div> <div data-bbox="802 515 821 638"> <p>OCTOBER 15, 2021</p> </div> <div data-bbox="861 600 898 638">  </div> <div data-bbox="866 430 892 573"> <p>Add a comment...</p> </div> </div>
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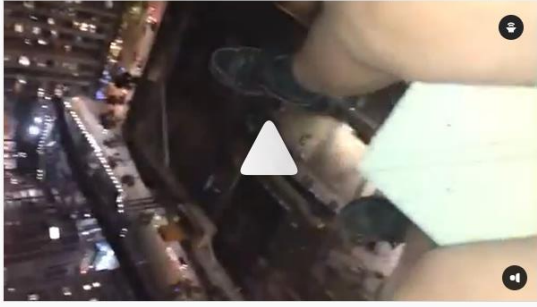
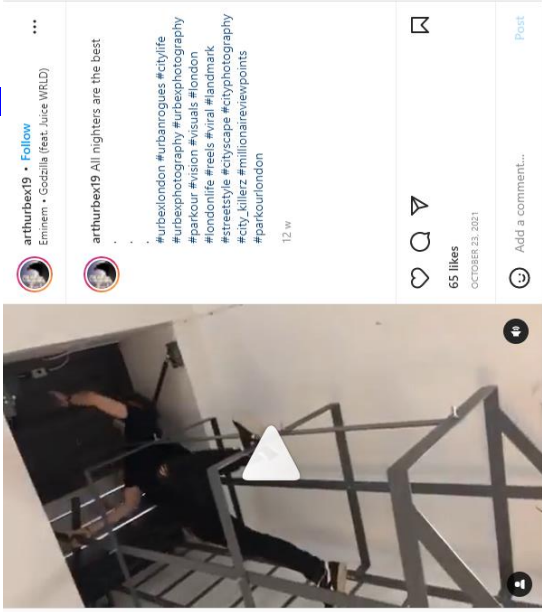
"City of London crane climb (120m)"	Mxxrgn	20.10.221	<a href="#">City of London crane climb (120m) - YouTube</a> 
"*INSANE POLICE ESCAPE* SKYSCRAPER CLIMB IN CANARY WHARF"	Mike Siurek	23.10.21	<a href="#">*INSANE POLICE ESCAPE* SKYSCRAPER CLIMB IN CANARY WHARF - YouTube</a> 

"All nighters are the best"

Arthurbex19

23.10.21

[https://www.instagram.com/arthurbex19/reel/CVX44MSj2Yu/?utm\\_medium=copy\\_link](https://www.instagram.com/arthurbex19/reel/CVX44MSj2Yu/?utm_medium=copy_link)





"Red Light Green Light"

Arthurbex  
19


28.10.21

[https://www.instagram.com/reel/CVjMEw8ovrI/?utm\\_medium=copy\\_link](https://www.instagram.com/reel/CVjMEw8ovrI/?utm_medium=copy_link)






**arthurbex19** • Follow  
Digga D • Red Light Green Light







**arthurbex19** Red light green light 🟢

#urbanroques #citylife #liftsurfing  
#urbex #urbexlondon #urbexworld  
#parkour #canarywharf #london  
#londonlife #trainsurfing #chasingcranes  
#chasingrooftops #citykillerz  
#citygrammers #visualart #viral #vintage  
#reels #reelsinstagram  
#urbexphotography #urbex\_supreme  
#urbexpeople


12 w



**alfw6** Uno how we leaving the scene like.....




**67 likes**  
OCTOBER 28, 2021

 Add a comment... Post

508

"Cold sunrise"	Majetik.sb	09.11.21	
"Night Street Photography POV - LONDON Rooftop (SONY A7III)"	Bobby Vasilev	26.11.21	



(untitled)	t.w.visions	15.12.21	
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"Easy Life..."

Arthurbex  
19

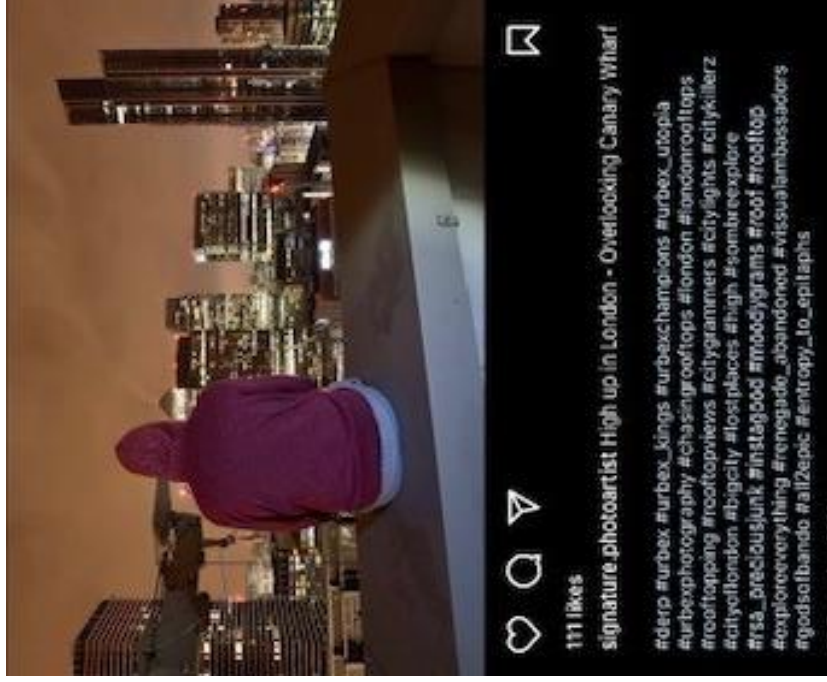
22.12.21







<p>"One of the coldest mornings of my life..."</p>	<p>Cp.xl</p>	<p>25.12.21</p>	 <p>cp.xl • Follow London, United Kingdom</p> <p>cp.xl One of the coldest mornings of my life...</p> <p>#urbex #urbexpeople #urbexphotography #urbeworld #urbexplaces #urbexchampions #urbanphotography #urbanroques #urban #urbanictionary #urbandecay #urbanoutfitter #way2ill #moodygrams #cityscape #rooftop #london</p> <p>324 likes DECEMBER 25, 2021</p> <p>Add a comment...</p>
<p>"High up in London - Overlooking Canary Wharf"</p>	<p>Luke Badharee</p>	<p>26.12.2021</p>	

Signature.  
photoartist



<p>"The TERRIFYING jump...<b>OFF THE ROOF</b>"</p>	<p>Usamalama</p>	<p>27.12.2021</p>	<p><a href="#">The TERRIFYING jump... OFF THE ROOF!! - YouTube</a></p> 
<p>"Free Climbing Stratosphere (120 METERS)"</p>	<p>Trikkstar69 Owen Reece</p>	<p>29.12.21</p>	<p><a href="#">Free Climbing Stratosphere (120 METERS) - YouTube</a></p> 



"Central london rooftop climb"	Tvjss	04.01.22	<div data-bbox="264 275 703 1164">  </div> <div data-bbox="193 479 229 956"> <a href="#">Central london rooftop climb - YouTube</a> </div>
"Breezy"	Cp.xl	05.01.22	<div data-bbox="740 739 1334 1232">  </div> <div data-bbox="740 246 1334 728"> <p>cp.xl • Follow London, United Kingdom</p> <p>cp.xl Breezy€</p> <p>#urbex #urbexphotography #urbexworld #urbexexploration #urbexchampions #urbanphotography #urban #urbandecay #urbanroques #photoshop #computergeneratedimages #citykillerz #cityscape</p> <p>381 likes JANUARY 5</p> </div>




"Keeping the dream  
alive"

t.w. visions



07.01.22






<p><b>"London Crane Climb"</b></p> <p>"we are well aware of the risks".</p>	<p>Chasing Momentz</p>	<p>08.01.22</p>	<p><a href="#">London Crane Climb - YouTube</a></p> 
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<p>"Centre"</p>	<p>cp.xl</p>	<p>09.01.22</p>	<div data-bbox="264 683 873 1232">  </div> <div data-bbox="272 613 328 672">  </div> <div data-bbox="277 421 328 604"> <p>cp.xl • Follow London, United Kingdom</p> </div> <div data-bbox="371 613 427 672">  </div> <div data-bbox="376 479 403 604"> <p>cp.xl Center</p> </div> <div data-bbox="416 584 639 604"> <p>• • • • • • • • • •</p> </div> <div data-bbox="663 190 735 604"> <p>#urbex #urbexpeople #urbexphotography #urbexworld #urbexphoto #urbexchampions #urbanphotography #urbanoutfitters #urbandeca</p> </div> <div data-bbox="759 524 794 667"> <p>♡ Q ▾</p> </div> <div data-bbox="815 584 866 667"> <p>256 likes JANUARY 9</p> </div>
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<p>"Long way down"</p>	<p>Alexander Ferrell Alexander Ferrell1999</p>	<p>11.01.22</p>	<div>  <p>alexanderferrell1999 · Follow London, United Kingdom</p> <p>alexanderferrell1999 Long way down</p> <p>#climb #cane #old #ony #onyaloha #onyz300 #samyang #samyang12mm #lightroom #lightroomcredits #utbx #view #londonview #skyline #longwaydown</p> <p>1w</p> <p>bomboclimbblowers Excellent 🤩 4d Reply</p> <p>cloudyrosesx Killer perspectives! 🤩 1w 1 like Reply</p> <p>miabume364 beware of fgers!!!! 1w Reply</p> <p>expedition Fucking hell 1w 1 like Reply</p> <p>ellaaklr Bangers! 🤩 1w Reply</p> <p>miabume364 lovely 🤩 1w Reply</p> <p>776 likes JANUARY 11</p> <p>Add a comment...</p> <p>Post</p> </div>
<p>"London Rooftopping 2021"</p>	<p>Mxxrgn</p>	<p>16.01.22</p>	<div>  <p>London Rooftopping 2021 - YouTube</p> </div>



<p>"Moods"</p>	<p>t.w. visions</p>	<p>19.01.22</p>	 <p>308 likes twvisions Mood</p> <p>#photography #photooftheday #followtorefollow #likeforlikes #landscape_capture #explore #adventure #uk_shooters #banger #instagood #scenic #genuinebritain #ukshots #cannonshots #landscape #landscapephotography #uklandscape #london #artsy #create #bestofbritain #explore #neversstopexploring #instagood #instalike #instagrammers #doubletap #capturingbritain 1 day ago</p>
<p>28DL Urban Exploration</p>			<p>Discussion forum for Urban Exploration</p> <p>81,674 members</p> <p><a href="https://28DaysLater.co.uk">28DaysLater.co.uk</a></p>



Party: Claimant  
Witness: S Wortley  
Statement: Third  
Exhibits: "SSW4"  
Date: 21.12.23

Claim Number: QB 2020 002072

IN THE HIGH COURT OF JUSTICE

**KING'S BENCH DIVISION**

B E T W E E N

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

Claimants

and

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

Defendants

---

WITNESS STATEMENT OF

STUART SHERBROOKE WORTLEY

---

I, STUART SHERBROOKE WORTLEY of 50/60 Station Road, Cambridge CB1 2JH WILL SAY  
as follows: -

1. I am a solicitor of the Senior Courts of England and Wales and have conduct of these proceedings on behalf of the Claimants.
2. The Second and Third Claimants are the registered owners of a construction site in London known as Bankside Yards; the First Claimant is the main contractor

appointed by the Second and Third Claimants to undertake construction work at Bankside Yards.

3. On 3 March 2022, Mr Justice Shanks granted an interim injunction to restrain the Defendants from entering or remaining on the Bankside Yards construction Site. The injunction was granted until 31 December 2023. Earlier injunctions (in substantially the same terms) were granted in these proceedings by: -

- Mr Justice Soole - dated 30 July 2020
- Mr Justice Bourne - dated 26 January 2021
- Mr Justice Stewart - dated 4 March 2021
- Mr Justice William Davis - dated 20 July 2021
- Master Dagnall - dated 26 October 2021

4. **I make this witness statement in support of the Claimant's application** to further extend the interim injunction.

Service of the Order dated 3 March 2022

5. Paragraphs 6 of the Order of Mr Justice Shanks dated 3 March 2022 required that copies of an approved form warning notice be posted: -

- 5.1 at each of the main entrances to the Bankside Yards construction site;
- 5.2 at a minimum of 10 prominent locations around the perimeter of the Bankside Yards construction site;

6. Paragraphs 7 and 8 of the Order required that: -

- 6.1 the warning notice refer to the Court papers, evidence and various orders and to state that these can be viewed at: -
- 6.1.1 a dedicated website identified in the warning notice;
- 6.1.2 a physical location identified in the warning notice.
- 6.2 digital copies of the said documents be uploaded to the website;
- 6.3 hard copies of the said documents be kept at a physical location.

7. The said documents have been duly uploaded to the following website: -  
<https://www.multiplex.global/uk/news/london-injunction-bankside-yards/>

8. I am informed by Jamie Godden, the Deputy Project Director of the First Claimant, and believe that copies have also been posted at all main entrances and at 10 prominent locations around the perimeter.

#### Update since the Order

9. I am informed by Mr Godden that since the injunction was granted there has only been one incident of trespass.
10. Whilst it is impossible to be sure, I respectfully suggest that this demonstrates that the injunction has had and continues to have the desired deterrent effect which the Claimants were seeking.
11. Having said that, the risk of trespass by urban explorer activity remains and I am informed by Mr Godden that on 20 December 2023, two individuals breached security and entered the Bankside Yards construction site. They were seen on CCTV and left when they were intercepted by security.

#### Security Measures

12. I am informed by Mr Godden that all of the security measures which protect the Bankside Yards construction site from trespass (referred to in paragraph 35 of Mr **Wilshire's** First Witness Statement dated 27 July 2020) remain in place - namely: -
- timber site hoardings of at least 2 metres height;
  - lighting;
  - 24 hour security personnel;
  - intruder alarms (both audible and silent), although this is under review;
  - anti-climb measures on hoardings and tower cranes; and
  - closed circuit television (including motion sensors).

#### Reasons for Seeking the Injunction

13. I am informed by Rebecca Taverner (Legal Counsel for the First Claimant) that the reasons for seeking an injunction **referred to in paragraph 41 of Mr Wilshire's First** Witness Statement dated 27 July 2020 remain valid – namely: -
- urban exploring is an inherently dangerous activity not only puts the perpetrators at risk but also members of the emergency services and anyone who might come to their aid in the event of them getting into difficulty;

- the location of the Bankside Yards construction site (central London adjacent to the River Thames) makes it an obvious target for urban exploring;
  - experienced urban explorers understand the deterrent effect of a civil injunction to restrain trespass;
  - the balance of convenience favours an injunction given that: -
    - o the injunction merely prohibits conduct which would be unlawful in any event; and
    - o an award of damages would not be an adequate remedy for the Claimants.
14. In addition to those factors, the risk of urban exploring remains prevalent on major London construction sites.
15. In September 2023, the First Claimant successfully applied for an injunction to restrain trespass at the Elephant and Castle Town Centre development in London. A copy of the judgment of Mr Justice Sweeting in that case is attached to this statement marked **"SSW4"**.

*Wolverhampton CC v London Gypsies and Travellers*

16. In paragraphs 5 - 13 of my Second Witness Statement dated 23 February 2022, I referenced the decision of Mr Justice Nicklin in *Barking and Dagenham LBC and others v Persons Unknown and others [2021] EWHC 1201 (QB)* in which it was held that where a Claimant seeks injunctive relief against newcomers, the Court has only limited jurisdiction to grant an interim injunction and no jurisdiction at all to grant a final injunction.
17. It was the uncertainty resulting from this decision which resulted in only relatively short extensions being granted to the interim injunction in these proceedings in 2021 (see the date of the Orders listed in paragraph 3 above).
18. On 13 January 2022, the Court of Appeal handed down its decision in *Barking and Dagenham LBC and others v Persons Unknown and others [2022] EWCA Civ 13*. This decision overturned the first instance decision and confirmed that the Court had jurisdiction to grant interim injunctions and final injunctions against newcomers. This **prompted the Claimants' successful application dated 23 February 2022 to extend the injunction until 31 December 2023 (without the need for any review before then).**

19. Subsequently (in October 2022) the Supreme Court granted permission for the appellants permission to appeal. On 29 November 2023, the Supreme Court handed down its judgment (in a decision now known as *Wolverhampton CC and others v London Gypsies and Travellers and others* [2023] UKSC 47).
20. The Supreme Court rejected the appeal and upheld the decision of the Court of Appeal to the effect that the Court does have jurisdiction to grant interim injunctions and final injunctions **against “newcomers”**.
21. Paragraph 237 of the Judgment of Lord Reed, Lord Briggs and Lord Kitchen (with whom Lord Hodge and Lord Lloyd Jones agreed) provided as follows: -

***“(12) Conclusion***

*237. There is nothing in this consideration which calls into question the development of newcomer injunctions as a matter of principle, and we are satisfied they have been and remain a valuable and proportionate remedy in appropriate cases. But we also have no doubt that the various matters to which we have referred must be given full consideration in the particular proceedings the subject of these appeals, if necessary at an appropriate and early review.”*

22. I respectfully suggest that each of the Orders made in this case (those listed in paragraph 3 above) has been **an entirely appropriate exercise of the Court’s** jurisdiction.
23. I am informed by Mr Godden that the projected date for Practical Completion for the development on the Bankside Yards construction site is 30 January 2027.
24. In the circumstances, the Claimants respectfully request that: -
  - 24.1 the current injunction be extended on a temporary basis until further order, as the current injunction expires on 31 December 2023, and it is unlikely that the Claimant will secure a hearing date by the expiry; and
  - 24.2 the current injunction be extended until 15 February 2027 to ensure protection for the site by the injunction until Practical Completion.

**Service of the Review Application**

25. Although there is no express requirement in the Order of Mr Justice Shanks dated 3 March 2022 to give notice of future applications, once the date of the hearing is known, the Claimants intend to give notice of the application by: -

- 25.1 uploading the relevant documents to the website referred to above and
- 25.2 posting a further notice (referring to the application and the witness statement) at the same entrances and locations referred to in paragraph 5.
26. The Claimants also intend to give notice of the temporary injunction (if ordered), referred to at paragraph 25.1 using the same methods referred to at paragraphs 26.1 and 26.2.

#### Update on development

27. I am informed by Mr Godden that Phase 1 of the development at the Bankside Yards construction site has now been completed.

I believe that the facts stated in this Witness Statement and Exhibits are true.

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I am duly authorised to make this statement on behalf of the Claimants.



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Stuart Sherbrooke Wortley

21 December 2023



IN THE HIGH COURT OF JUSTICE

Claim number: QB 2020 002072

KING'S BENCH DIVISION

B E T W E E N:

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

Claimants

and

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

Defendants

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"SSW4"

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This is the exhibit marked "**SSW4**" referred to in the witness statement of Stuart Sherbrooke Wortley dated 21 December 2023.



Neutral Citation Number: [2023] EWHC 1981 (KB)

Case No: KB-2023-002914

**IN THE HIGH COURT OF JUSTICE**  
**KING'S BENCH DIVISION**

Royal Courts of Justice  
Strand, London, WC2A 2LL

Date: 1 August 2023

**Before :**

**MR JUSTICE SWEETING**

**Between :**

**Elephant and Castle Property Co. Limited**  
**- and -**  
**Persons Unknown**

**Claimant**

**Defendant**

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**Timothy Morshead KC (instructed by Evershed Sutherlands) for the Claimant**  
**The Defendant Did Not Appear in Court and Was Not Represented**

Hearing dates: 28 July 2023  
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## **Approved Judgment**

This judgment was handed down remotely at 16.00pm on 31 July 2023 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

.....  
**MR JUSTICE SWEETING**

**Mr Justice Sweeting :**

1. This is a claim for an injunction to prevent the Defendants (who can only be identified as “Persons Unknown”) from trespassing within the construction compound at the construction site formerly occupied by the Elephant & Castle Shopping Centre (and other buildings) at Elephant & Castle, London SE1 6TE (“the Site”). The hearing before me was an application for interim injunctive relief.
2. The First and Second Claimants are the registered owners of the land forming the Site. The Third Claimant agreed to undertake major construction works on the Site under a JCT Design and Build (2016) contract. The contract sum is around £435 million. The Third Claimant was granted a licence to occupy and is responsible for safety on site.
3. The Third Claimant was also granted permission by the Highway Authority, Transport for London, to occupy sections of New Kent Road, Walworth Road and Newington Butts in connection with the construction works and to erect 3.0 metre high hoardings to separate these parts of the highway from the adjoining public highway.
4. The work at the Site involves the use of five “tower” cranes to erect tall buildings. The Site is protected by continuous hoardings along its perimeter. Security personnel are present 24 hours a day for 365 days a year. There are limited points of entry. There are “anti climb” measures on all tower cranes and 24 hour monitoring by closed circuit television. This includes coverage of the site boundary and the crane bases.
5. Whilst it is possible to make a construction site difficult to access with such precautions, experience suggests that it is impossible to prevent those who are determined enough from gaining entry.
6. The Claimants say that there is a threat of trespass by so called “urban explorers” who trespass on high rise buildings and construction sites and commonly upload photographs and / or video recordings of their exploits to the internet. These recordings can then be viewed for entertainment by their subscribers or followers on social media. The purpose of posting this material appears to be to depict the individuals involved at heights and in precarious or exposed situations. The Claimants believe that there is a real and significant risk that trespassers will enter the Site (or attempt to do so) in order to climb the tower cranes and/or the buildings under construction, unless they are restrained from doing so by the Court.
7. Such activity is inherently dangerous and involves risks for other people such as the Claimants’ employees or contractors and the emergency services and others who have to assist if those attempting to scale cranes or buildings get into difficulties. There have been well publicised fatalities both in this country and elsewhere as a result of urban exploring leading to falls from high buildings and other structures. The Claimants’ experience is that when challenged urban explorers will often run away. Attempts to do so feature in videos posted online. This is in itself dangerous in the context of a construction site where there may be an elevated risk of falls and other injury to those who are not familiar with the layout, who have not received specific training and who are not wearing safety equipment. Where there is an incursion by trespassers, equipment and structures on site, including cranes, must be checked before work can resume. This means that one of the potential consequences of such trespass is delay and interruptions to work on site with associated financial loss.
8. The Claimants’ initial assessment, and hope, was that the site was sufficiently far away from central London that it would not attract interest from urban explorers. The Claimants have reconsidered the position in the light of recent events.
9. The Project Director for the redevelopment which is being undertaken by the Third Claimant is Mr Michael Waters. His witness statement sets out the recent history of attempted and actual incursions between the 16th of March 2023 and the 11th of June 2023. Some of these at least bear the hallmarks of trespass by urban explorers, including the use of high visibility vests as a disguise and black hoodies and balaclavas.
10. There have been a number of previous injunctions made to prevent trespass by urban explorers at other sites in London, including construction sites (see for example *Canary Wharf Investment Limited & others v Brewer & others* [2018] EWHC 1760). A witness statement from the Claimants’ solicitor, Mr Wortley, exhibited a schedule of urban explorer videos and still images

uploaded since 2021. The focus of this Internet material was on construction sites in London, much of it involving tower cranes. Mr Wortley has considerable experience in cases of this sort acting on behalf of the owners and occupiers of construction and other sites. In his view the injunctions which have been obtained to date have reduced the activity of urban explorers at or on the construction sites or tall buildings to which they related. He also referred to the deterrent effect of an injunction to restrain trespass having been increased by judgments in committal applications relating to Canary Wharf in November 2018 and the Shard in October 2019. The deterrent effect of an injunction may be a reason for granting it. In *Secretary of State for the Environment, Food and Rural Affairs v Meier and others* [2009] UKSC 11 Lord Neuberger said at [83]:

“In some cases, it may be inappropriate to grant an injunction to restrain a trespassing on land unless the court considers not only that there is a real risk of the defendants so trespassing, but also that there is at least a real prospect of enforcing the injunction if it is breached. However, even where there appears to be little prospect of enforcing the injunction by imprisonment or sequestration, it may be appropriate to grant it because the judge considers that the grant of an injunction could have a real deterrent effect on the particular defendants.”

11. The Claimants accordingly seek injunctive relief, with permission to issue without a named defendant and to dispense with service but with the incorporation of measures to bring the existence of the injunction to the attention of potential defendants.
12. Section 37(1) of the Senior Courts Act 1981 provides that the High Court may grant an interlocutory or final injunction where it appears to the court to be just and convenient (my emphasis). CPR Practice Direction 25A, paragraph 5.1 sets out the general procedural requirements.
13. Because the application is for interim relief, the Claimants must meet the test in *American Cyanamid Co v. Ethicon Ltd* [1975] AC 396:
14. First, is there a serious question to be tried? There is plainly a serious question to be tried in relation to the Claimants’ entitlement to an injunction to restrain a threatened tort of trespass. A landowner is entitled to seek to restrain acts which would constitute a trespass (see *Patel v. W H Smith (Eziot) Ltd* [1987] 1 WLR 853 per Balcombe LJ at 858E – 859E) as is a licensee in temporary occupation of land (see *Manchester Airport v. Dutton* [2000] 1 QB 133 at 147D–G; 149H–150E; approved in *SSEFRA v. Meier* [2009] UKSC 11; [2009] 1 WLR 2780, [6] where the remedy sought was an order for possession, such an order being inappropriate in the present case given that the “urban explorers” are not permanently occupying the Site or part of the Site ).
15. Secondly, would damages be an adequate remedy for a party injured by the grant of, or failure to grant, an injunction? The relief sought by the claimants is an injunction rather than damages. It does not appear at all likely that the individuals who commit torts of the sort which the injunction seeks to prevent would have the means to satisfy any financial remedy which the Claimants could obtain. Damages would not be an adequate remedy in relation to the principal harm which the injunction is intended to prevent; the risk of serious injury to individuals involved in urban exploring or those caught up in attempts to assist them or remove them from the Site. There is, conversely, nothing to suggest that the making of the injunction could cause any injury to any person affected by it and certainly no injury which could not be compensated by an award of damages. The usual cross-undertaking in damages has been offered through the Third Claimant which has provided evidence of its financial means.
16. Thirdly and alternatively where does the balance of convenience lie? Damages are not an adequate remedy in this case. The cross-undertaking is sufficient protection for the Defendants. It is not therefore necessary to consider the balance of convenience separately. However, it is clear that it would favour the granting of the injunction that the Claimants seek.
17. Because this is an application for precautionary injunctive relief against persons unknown the claimants must satisfy the procedural guidance set out in *Canada Goose UK Retail Ltd v. PU* [2020] 1 WLR 2802 at [82] to the extent affirmed in *Barking & Dagenham LBC & Otrs v.*

*Persons Unknown* [2022] EWCA Civ 13. I take each of the *Canada Goose/ Barking & Dagenham* requirements in turn.

“(1) The ‘persons unknown’ defendants in the claim form are, by definition, people who have not been identified at the time of the commencement of the proceedings. If they are known and have been identified, they must be joined as individual defendants to the proceedings. The “persons unknown” defendants must be people who have not been identified but are capable of being identified and served with the proceedings, if necessary by alternative service such as can reasonably be expected to bring the proceedings to their attention.”

18. Because the defendants are identified by reference to a future infringing act, they will become a defendant upon committing that act in breach of the order. I am satisfied that the Claimants have not been able to identify any persons who can properly be named as defendants because they have already trespassed or pose a real risk that they will carry out the acts prohibited by the injunction. The methods of alternative service proposed can be expected to bring the proceedings to their attention (see further below) and are similar to those used in other, like, cases.

“(2) The “persons unknown” must be identified in the originating process by reference to their conduct which is alleged to be unlawful.”

19. This requirement is met. The Claimant's cause of action is based upon trespass to land. “Persons unknown” are identified as “persons unknown entering or remaining at the construction site at Elephant and Castle SY160E without the claimant s’ permission or other lawful authority.”

“(3) Interim injunctive relief may only be granted if there is a sufficiently real and imminent risk of a tort being committed to justify *quia timet* relief.”

20. The application for injunctive relief has not been brought prematurely (see *Hooper v. Rogers* [1973] Ch 43 at 50B.) The Claimants have made an application to the court against the background of a pattern of trespass at the Site which can reasonably be attributed to those seeking to gain entry for the purpose of ascending cranes and other structures. The site is, on the evidence before me, a likely candidate for further incursions of the same nature and the risk is therefore sufficiently real to justify the court's intervention. In *Vastint Leeds BV v. Persons Unknown* [2018] EWHC 2456; [2019] 1 WLR 2, per Marcus Smith J at [31] it was suggested that what was required was a “strong probability” of breach of a claimant’s rights absent an injunction and grave and irreparable harm to a claimant’s rights, if breach occurs. For my part I share the view expressed by Linden J. in *Esso Petroleum Company Limited v. Persons Unknown* [2023] EWHC 1836 at [63–64] that these questions may be relevant but cannot operate as a threshold requirement. The test is the simple evaluative question originally posed by Longmore LJ in *Ineos Upstream Ltd v. Boyd* [2019] 4 WLR 100 at [34] of whether there is a “sufficiently real and imminent risk of a tort being committed to justify *quia timet* relief” which was adopted in *Canada Goose* (see also *Bromley BC v. PU* [2020] EWCA Civ 12 per Coulson LJ at [29–30] describing Longmore LJ’s summary in *Ineos* as an “elegant synthesis of a number of earlier statements of principle, which makes it now unnecessary to refer to other authorities”). In any event I consider that the requirements in *Vastint* are met in this case.

“(4) As in the case of the originating process itself, the defendants subject to the interim injunction must be individually named if known and identified or, if not and described as “persons unknown”, must be capable of being identified and served with the order, if necessary by alternative service, the method of which must be set out in the order.”

21. The Order provides for notice of the injunction, explaining the operation of the injunction with an accompanying marked-up map ,to be posted regularly and extensively around the site. These notices will contain a URL which will allow any potential trespasser to access the order and associated documents from a mobile phone. The proposed method is reasonably likely to bring

the proceedings and the Order to the notice of potential “Persons Unknown” defendants. This satisfies the requirements of CPR PD 25A, para 5.1(2).

“(5) The prohibited acts must correspond to the threatened tort. They may include lawful conduct if, and only to the extent that, there is no other proportionate means of protecting the claimant’s rights.”

“(6) The terms of the injunction must be sufficiently clear and precise as to enable persons potentially affected to know what they must not do. The prohibited acts must not, therefore, be described in terms of a legal cause of action, such as trespass or harassment or nuisance. They may be defined by reference to the defendant’s intention if that is strictly necessary to correspond to the threatened tort and done in non-technical language which a defendant is capable of understanding and the intention is capable of proof without undue complexity. It is better practice, however, to formulate the injunction without reference to intention if the prohibited tortious act can be described in ordinary language without doing so.”

22. The prohibition in the order is straightforward and corresponds to the tortious act on which the claim is based: “the Defendants must not until 28 July 2024 or further order, without the consent of the Claimants or other lawful authority, enter or remain upon any part of the land as shown edged red on the plan at Schedule 2 to this Order as demarcated from time to time by hoarding or security fencing (the “Elephant and Castle Construction Site”). .”

“(7) The interim injunction should have clear geographical and temporal limits. It must be time limited because it is an interim and not a final injunction. ...”

23. As far as geographical limits are concerned the scope of the Order is defined by reference to the physical features which demarcate the Site itself. In addition the order provides:

“In the event that any change in the configuration of the hoarding has the effect of making the plan at Schedule 2 (which shows, in red, the outline of the hoarding) materially inaccurate, the Claimants shall as soon as practicable (a) update the plan attached to the notices mentioned at paragraph (5) above and (b) update the plan attached as Schedule 2 to this Order at the website mentioned in that paragraph.”

24. I have given directions for the future conduct of the claim as follows:

“This Order shall be reviewed by the Court by not later than 31 December 2023 (having regard in particular to any judgment of the Supreme Court which has by then been delivered in the appeal now known as *Wolverhampton City Council v. London Gypsies and Travellers* (2022/0046)) — such review to be conducted in writing unless the Court otherwise directs, on application to be made by the Claimants (and served in accordance with paragraph (12) above) in the week commencing 11 December 2023.




The Claimants shall by not later than 28 July 2024 apply to the Court for an extension of this order or for a final order (such application to be served in accordance with paragraph (12) above).”



25. The order is therefore subject to a clear temporal limit insofar as the question of whether it should be continued or will become a final order will be before the court within a year and in circumstances where it will be reviewed within six months.
26. As Mr Morshead KC submitted on behalf of the Claimants there is no reason to suppose in this case that any Convention rights are engaged by the relief sought, save for the Claimants’ right to property protected by Article 1 of the First Protocol. In particular, there is no reason to believe that the Site is or is likely to be or become a target of protest activity. Even if that were to be



the case the relief claimed extends only to private land on which there is no right to protest, as distinct from land to which the public has a right of access (and which, apart from an injunction, would otherwise be available for public protest). Whilst small sections of highway are involved, the Highways Authority has excluded the public from those sections for the duration of the works, so that in relation to those small areas of highway there is no public right of access.

27. There is, equally, no reason to suppose that section 12(3) of the HRA 1998 applies to the interim relief “so as to restrain publication before trial” so engaging the heightened test for the grant of injunctive relief, namely that the court is satisfied that the applicant is likely to obtain the desired relief at trial. However I also accept Mr Morshead’s submission that “even if s12(3) were to apply (on the improbable basis that urban exploration is, somehow, a publication), ... the heightened test for the grant of injunctive relief which it imposes, would be satisfied.”
28. For these reasons and with the modifications discussed at the hearing and now reflected in this judgment I grant the order sought.

Interest	Title No.	Legal Owner	Address	Screenshot
Freehold	TGL62703	Ludgate House Ltd	Ludgate House 245 Blackfriars Road	
Freehold	TGL138850	Sampson House Ltd	48 to 62 Hopton St Sampson House, 64 Hopton St 1 to 110 Falcon Point	
Leasehold	TGL501998	Ludgate House Ltd  Schedule of Leases: TGL467215 TGL467217  Overriding lease granted 18 May 2018 for a term of 250 years  "Property" the land beneath the arches at Invicta Plaza, Blackfriars Road, London within the airspace covered by and within the Retained Arches, as shown edged in blue on the attached plan 1  "Retained Arches" – the substance and structure of the arches and cast iron, steel and brick structural support beams and columns beneath the railway at Invicta Plaza	Land beneath Arches Invicta Plaza Blackfriars Road	

Leasehold	TGL467217	<p>Ludgate House Ltd</p> <p>1 February 2017 for a term of around 97 years</p> <p><b>"Property"</b> the land beneath the Arches situated adjacent to Hopton Street to the east and west of Blackfriars Road, London, having an area of approximately 1,904 square metres, with the air airspace covered by and within the Retained Arches, as shown edged red on the <b>attached plan 1 ..."</b></p> <p><b>"Retained Arches"</b> – the substance and structure of arches beneath the railway knowns as Arches situated adjacent to Hopton Street to the east and west of Blackfriars Road, London</p>	<p>Land at Arches West side of Hopton St</p> 
Leasehold	TGL467215	<p>Ludgate House Ltd</p> <p>1 February 2017 for a term of around 97 years</p> <p><b>"Property"</b> the land beneath Arches 1-8 inclusive Invicta Plaza, Blackfriars Road, London, having an area of approximately 27,063 square metres, with the air airspace covered by and within the Retained Arches, as shown on the <b>attached plan 1 ..."</b></p> <p><b>"Retained Arches"</b> – the substance and structure beneath the railway knowns as Arches 1-8, Invicta Plaza, Blackfriars Road, London</p>	<p>Land beneath Arches 1-8 Invicta Plaza</p> 

Leasehold	TGL541676	Ludgate House Ltd	Airspace and Pillar Land Invicta Plaza	
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