

Party: Claimant
Witness: M Wilshire
Statement: First
Exhibits: "MPW1"- "MPW6"
Date: 17.12.2019

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

Claimants

and

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

Defendants

WITNESS STATEMENT OF
MARTIN PHILIP WILSHIRE

I, MARTIN WILSHIRE of 99 Bishopsgate, 2nd Floor, London EC2M 3XD SOLEMNLY AND SINCERELY AFFIRM THAT:-

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 2 Dovehouse Street, London SW3 6LA as shown edged red on the plan at Schedule 1 ("Dovehouse").

3. Where the facts referred to in this affirmation are within my own knowledge they are true; where the facts are not within my own knowledge, I believe them to be true and I have provided the source of my information.

Background / Property Ownership

4. The First Claimant is currently undertaking 12 major construction sites in central London which include Dovehouse. I am responsible for health and safety issues at these sites.
5. I understand from Rebecca Rowell (the First Claimant's Legal Counsel) that:-
 - 5.1 the Dovehouse project is being undertaken by First Claimant using the JCT Design and Build 2016 form of contract;
 - 5.2 clause 2.3 of the contract confers on the First Claimant (as main contractor) a licence to occupy the relevant construction site;
 - 5.3 this form of contract imposes on First Claimant various obligations relating to security and the health and safety of those who work at / visit the construction sites;
 - 5.4 the projected date for practical completion is the end January 2021; and
 - 5.5 on 19 October 2019, the Royal Borough of Kensington and Chelsea issued a hoarding licence in favour of the First Claimant allowing for the closure of part of the pavement on Dovehouse Street and Britten Street and for the use of this area subject to the terms of the licence by the First Claimant in connection with the Dovehouse construction works. Although this hoarding licence lasts until 29 January 2020, we will be applying to extend this and we do not anticipate any difficulty in doing so.
6. The Second Claimant is the leasehold owner of the construction site and the party entitled to immediate legal possession. I am informed by Rebecca Rowel, Legal Counsel at Construction Europe Limited, that they have given their consent for the proceedings to be brought in their name.
7. The following documents are now produced and shown to me marked "**MPW1**":-

Interest	Title No.	Legal Owner	Page
Freehold	BGL15491	The Mayor and Burgesses of the Royal Borough of Kensington And Chelsea	1-3
Leasehold	BGL132659	Auriens Chelsea Property Holding Company Limited (incorporated In Guernsey)	4-6
Application for hoarding licence dated 17 October 2019			7-8
Hoarding licence issued by The Royal Borough of Kensington and Chelsea dated 29 October 2019			9-10
Computer generated image of completed development and project details			11-15

Urban Exploring

8. 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.
9. The term urban exploration is commonly abbreviated to *urbex*, *UE*, *bexing* and *urbexing*.
10. 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.
11. 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.
12. 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.
13. 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.

14. Construction sites which include tower cranes (as Dovehouse does) have become a particular target for Urban explorers.
15. 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 11 December 2019, his YouTube channel shows him to have 2.97 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 20,454,559 times.
16. 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

17. 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.
18. 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 Bishopsgate Construction 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

19. 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:-

- 19.1 June 2013 – Pavel Kashin (aged 24) died when he fell from a building in St Petersburg;
- 19.2 April 2014 - Xenia Ignatyeva (aged 17) died when she fell from a railway bridge in St Petersburg;
- 19.3 February 2015 – Carl Salomon (aged 19) died when he fell from a crane in Sydney;
- 19.4 October 2015 - André Retrovsky (aged 17) died when he fell from a building in Vologda in Russia;
- 19.5 December 2015 - Connor Cummings (aged 24) died when he fell from the roof of the Four Seasons hotel in New York;
- 19.6 March 2016 – Tolya (aged 13) died when he fell from the roof of a building in Saratov;
- 19.7 October 2016 - Christopher Serrano (aged 25) died when he was hit by a train in New York;
- 19.8 November 2016 - Yuri Yelisseyev (aged 20) died when he fell from a building in Moscow;
- 19.9 November 2016 – Wu Yongning (aged 26) died when he fell from a building in Changsha in China;
- 19.10 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;
- 19.11 January 2017 - Maxime Sirugue (aged 18) died when he fell from a bridge in Lyon in France;

- 19.12 March 2017 - Thomas Rhodes (aged 19) died when he fell from a building in Sheffield;
 - 19.13 June 2017 - a young man who has not yet been named died when he fell from a bridge in Kiev;
 - 19.14 August 2017, Leon Hoyle (aged 12) died when he fell through the roof of a disused industrial building in Lancashire;
 - 19.15 October 2017 – Eric Janssen (aged 44) died when he fell from the London House Hotel in Chicago;
 - 19.16 July 2018, Jackson Coe (aged 25) died when he fell from a building in New York.
 - 19.17 September 2019, Johnny Turner (aged 28) died when he fell off the scaffolding at a site in Waterloo, London.
20. 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

- 21. In July 2018, First Claimant obtained an injunction to restrain trespass at 3 of our construction sites in the City (namely 22 Bishopsgate, 100 Bishopsgate and Principal Place Residential) after those sites had been repeatedly targeted by urban explorers.
- 22. Copies of the interim and final injunctions relating to these sites dated 31 July and dated 19 September 2018 respectively are attached marked **"MPW2"**.
- 23. 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.
- 24. A copy of the injunction relating to these sites dated 1 March 2019 is attached marked **"MPW3"**.
- 25. Accordingly, of the 12 projects under construction by the First Claimant in London, 10 of them already benefit from injunctions to restrain trespass.

26. Subject to what I say in paragraph 35 below, 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.
27. I am informed by Mr Wortley that several other major construction sites have been targeted by urban explorers within the last 12 months and that his firm has obtained injunctions to restrain trespass on behalf of:-
- 27.1 Canary Wharf Contractors (in relation to the development at Southbank Place);
- 27.2 multiple companies at Canary Wharf (including in relation to the construction sites at Newfoundland Tower and on Bank Street);
- 27.3 Berkeley Group (in relation to 250 City Road and South Quay Plaza);
- 27.4 Wates, Sisk, McLaren and MacLaleer & Rushe in relation to 15 construction sites at Wembley Park; and
- 27.5 Sir Robert McAlpine Limited in relation to the major re-development of Victoria Square in Woking.

Multiplex Security at Dovehouse

28. The First Claimant takes all safety and security issues extremely seriously. Our arrangements as Principal Contractor exceed the minimum requirements in relation to these issues which are prescribed by key legislation, namely the Construction Design and Management Regulations 2015.
29. The Dovehouse construction site which is the subject of these proceedings includes the following precautions to deter trespassers:-
- 29.1 timber site hoardings which are a minimum of 2 metre high;
- 29.2 lighting;
- 29.3 24 hour security personnel;
- 29.4 intruder alarms (both audible and silent);
- 29.5 anti-climb measures on hoardings and tower cranes; and
- 29.6 closed circuit television (including - in some instances - motion sensors).

30. I am satisfied that all sensible precautions that could be taken to prevent urban explorers from gaining access to the construction sites which are the subject of these proceedings have been taken.
31. Notwithstanding these steps, I believe that each of these sites is under the imminent threat of trespass from urban explorers.
32. I am informed by David Taylor, the Health and Safety Manager for Dovehouse that:-
- 32.1 on 13 June 2019, an unknown urban explorer accessed the construction site and climbed the scaffolding;
- 32.2 on 28 June 2019, an unknown urban explorer was spotted carrying out reconnaissance on the site; and
- 32.3 the Claimants do not know the identity of the intruders and been unable to verify their identity.
33. I am informed by Becky Rowell that following the incidents in June 2019:-
- 33.1 consideration was given to obtaining an injunction to restrain trespass at the Dovehouse construction site;
- 33.2 the First Claimant decided to defer issuing proceedings until such time as it had also taken up occupation of another construction site at 1 Leadenhall in the City (so that injunctions to restrain trespass on both sites could be joined in the same action); and
- 33.3 Work on the construction project at 1 Leadenhall was significantly deferred by the First Claimants client to a later date; and
- 33.4 following the recent trespass on two of our other construction sites (see paragraph 35 below), we feel that we have no alternative other than to apply to the Court for an injunction to restrain trespass at Dovehouse.
34. For the reasons I have given in paragraph 29, there were no further precautions that could be taken to improve site security.
35. There have been incidents of trespass and attempted trespass at other Multiplex construction sites:

35.1 on 16 October 2019, an unidentified cyclist unsuccessfully attempted to gain access to the Broadway project, the individual was spotted by security and then escaped;

35.2 on 17 October 2019, three individuals accessed the Broadway project in breach of the September 2018 injunction. Two of those 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;

35.3 on 8 December 2019, three unidentified individuals climbed the fire escape at 22 Bishopsgate but were successfully chased away by contractors. Later the same day, the same individuals gained access Damac Tower in breach of the March 2019 injunction.

The reasons for seeking an injunction

36. 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.

37. Whilst I am satisfied that the security arrangements are as robust as they reasonably can be, our construction sites can never be 100% secure.

38. 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:-

38.1 we take our responsibilities for the safety of our construction sites seriously and wish to do everything reasonably possible to prevent another tragic accident;

38.2 Dovehouse 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);

38.3 given the prevalence of urban exploring activity across London, there is an obvious and serious risk that urban explorers will attempt to access the Dovehouse construction site unless they are prevented from doing so by an injunction;

38.4 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 in paragraph 19 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;

38.5 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;

38.6 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;

38.7 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;

38.8 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.

39. 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.

40. Having given careful consideration to the facts and matters described above, the Claimants have decided that obtaining an injunction to protect this site against the risk of trespass is necessary in order to counter what I believe to be the strong probability that it will be targeted in the imminent future, and the grave and

serious risks to the Claimants and others that such trespass creates. In short, the injunction is necessary to maintain the security of the Multiplex construction sites and, more specifically, the safety of the urban explorers, and all those who work on the sites.

Justification for an Injunction

41. The Order sought by the Claimants is to prevent unlawful activity, for which there can be no lawful justification.
42. 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.
43. 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.
44. 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 **"MPW4"** a copy of the First Claimant's accounts for the period ending 31 December 2018.
45. The number of active urban explorers in the UK is significant and growing. We cannot possibly know who all these people are let alone where they all live. 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.
46. I am informed by Stuart Wortley that:-
 - 46.1 in the last 12 months, Eversheds Sutherland has obtained several injunctions to protect properties against the risk of trespass by urban explorers (including but not limited to the construction sites referred to above);

46.2 to date there have been 2 applications for contempt of court following the deliberate breach of such injunctions (and as noted above the First Claimant is about to issue a third):-

46.2.1 the first related to an incident at Newfoundland Tower at Canary Wharf in September 2018 which resulted in a committal hearing before The Honourable Mr Justice Freedman on 26 November 2018. A transcript of the judgment in that case is attached at pages 1-5 of **"MPW5"**;

46.2.2 the second related to an incident at The Shard in July 2019 which resulted in a committal hearing before The Honourable Mr Justice Murray on 21 October 2019. A transcript of the judgment in that case is attached at pages 6-17 of **"MPW5"**;

47. For these reasons I respectfully ask the Court to make an Order for an injunction in the terms requested.

Leave to issue without a named defendant, and leave to dispense with service

48. 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.

49. 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. 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.

50. 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:-

50.1 to upload a complete copy of the injunction to a Multiplex website; and

50.2 to post copies of a warning notice around the perimeter of the Dovehouse 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.

51. I attach to this statement a suggested form of notice marked "**MPW6**".

I believe that the facts in this Witness Statement are true

A handwritten signature in black ink, appearing to read 'Martin Wilshire', followed by a horizontal line.

Martin Wilshire
17 December 2019

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

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PERSONS UNKNOWN ENTERING IN OR REMAINING AT
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STRUCTURES OR EQUIPMENT AT THESE PREMISES

Defendants

"MPW1"

This is the exhibit marked "MPW1" referred to in the witness statement of Martin Philip Wilshire dated 17 December 2019.



Official copy of register of title

Title number BGL15491

Edition date 19.05.2017

- This official copy shows the entries on the register of title on 11 DEC 2019 at 22:52:55.
- 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 Dec 2019.
- 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, Birkenhead Office.

A: Property Register

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

KENSINGTON AND CHELSEA

- 1 (29.01.1996) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 2 Dovehouse Street, London (SW3 6LA).
- 2 (29.01.1996) A Deed dated 17 August 1995 made between (1) The Mayor Aldermen And Burgesses of The Royal Borough Of Kensington And Chelsea and (2) Royal Brompton Hospital National Health Service Trust contains the following provision:-

"The Council and the trust agree as follows:

4.1 That should any Conduits be discovered under or upon either the Council's Land or the Trust's Land (and which also serve the Trust's Land or the Council's Land as appropriate) then either party shall have the right having first obtained the other party's written consent (which shall not be unreasonably withheld or delayed) to enter and remain upon the Council's Land or the Trust's Land (as appropriate) with or without tools machinery appliances and materials for the purpose of re-locating such Conduits which are not covered by buildings or other structures onto their own land and the Council and the Trust shall each act in a reasonable and expeditious manner and in accordance with the other's reasonable requirements causing as little inconvenience to the other as possible and making good at their own expense and to the reasonable satisfaction of the other any damage caused to either the Council's Land or the Trust's Land by such relocation.

4.2 That neither the Council or the Trust shall be entitled to any right or easement of light or air for the benefit of the Council's Land or the Trust's Land (as appropriate) which would in any manner diminish restrict or interfere with the free and unrestricted user by the Council or the Trust or any person company or corporation deriving title under them of the Council's Land or the Trust's Land (as appropriate) for building or other purposes and accordingly each of the Council and the Trust shall be deemed to enjoy any light and air by the licence or consent of the other and not as of right.

4.3 That the Council's Land and the Trust's Land shall have the right to support from respectively the Trust's Land and the Council's Land".

Title number BGL15491

A: Property Register continued

NOTE: The Council's Land is the land in this title. The Trust's Land is shown edged blue on the filed plan.

- 3 (19.05.2017) 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 (29.01.1996) PROPRIETOR: THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA of The Town Hall, Hornton Street, London W8 7NX and of DX84015, Kensington High St 2.
- 2 (08.03.2016) 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 certificate signed by the conveyancer for the Royal Borough of Kensington and Chelsea that the provisions of clause 2.2 of the Deed of Covenant dated 2 March 2016 and made between (1) The Royal Borough of Kensington and Chelsea (acting as freehold owner of the property) and (2) The Royal Borough of Kensington and Chelsea (acting as freehold owner of the retained land) have been complied with.

C: Charges Register

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

- 1 (29.01.1996) The deeds and documents of title having been lost the land is subject to such restrictive covenants as may have been imposed thereon before 29 January 1996 and are still subsisting and capable of being enforced.
- 2 (14.03.2016) A Deed of Covenant dated 2 March 2016 made between (1) The Mayor and Burgesses of The Royal Borough of Kensington and Chelsea and (2) The Mayor and Burgesses of The Royal Borough of Kensington and Chelsea contains restrictive covenants.
- NOTE: Copy filed.*
- 3 (19.05.2017) The land is subject to the lease set out in the schedule of leases hereto.

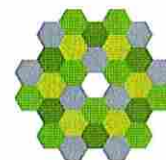
Schedule of notices of leases

- | | | | | |
|---|------------|--------------------|---|-----------|
| 1 | 19.07.2017 | 2 Dovehouse Street | 27.04.2017
Beginning on
and including
27.04.2017 and
ending on and
including
25.04.3016 | BGL132659 |
|---|------------|--------------------|---|-----------|

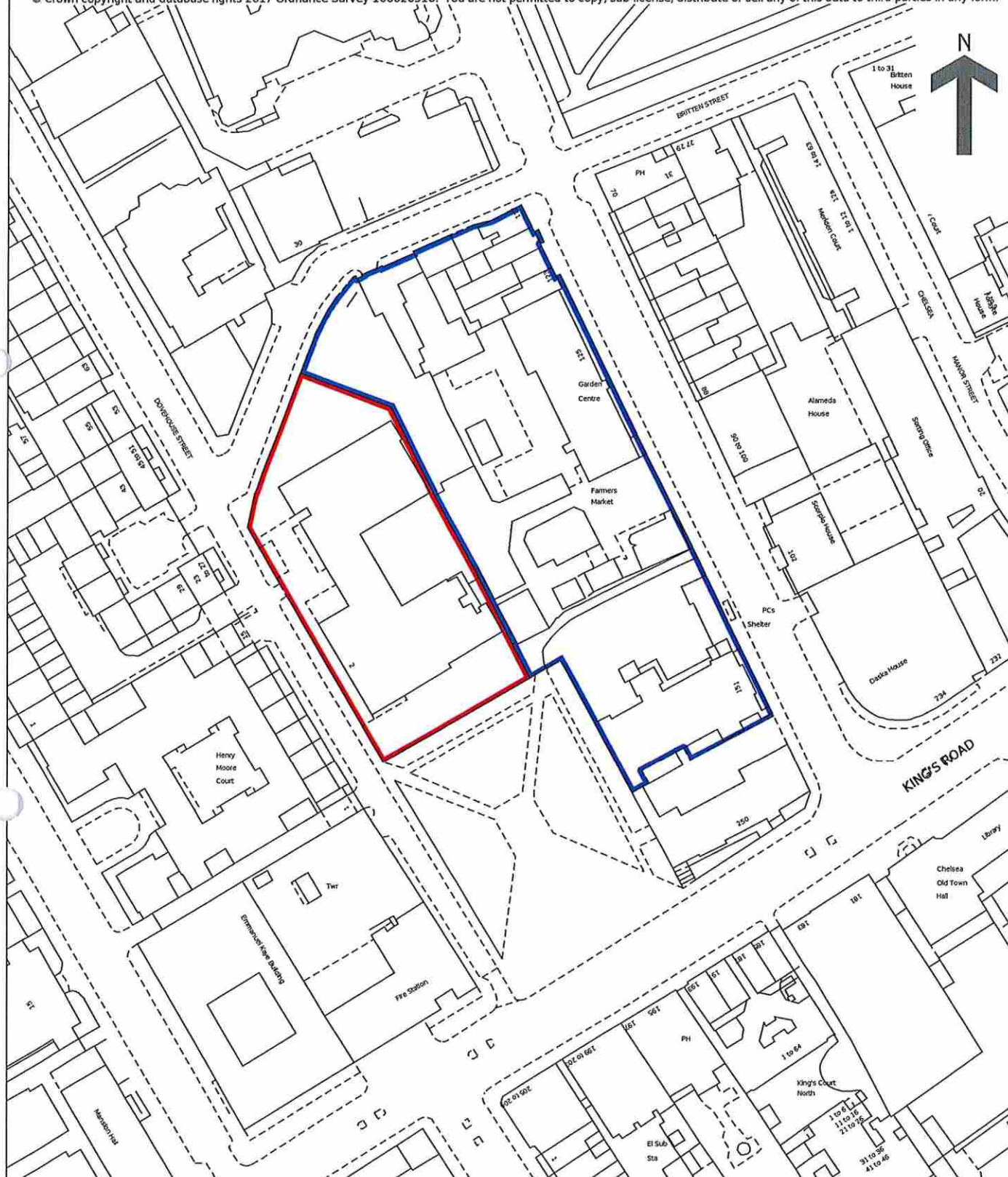
End of register

HM Land Registry Official copy of title plan

Title number **BGL15491**
Ordnance Survey map reference **TQ2778SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Kensington and Chelsea**



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Official copy of register of title

Title number BGL132659

Edition date 01.05.2019

- This official copy shows the entries on the register of title on 11 DEC 2019 at 22:55:03.
- 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 Dec 2019.
- 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, Birkenhead 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.

KENSINGTON AND CHELSEA

- 1 (19.05.2017) 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 2 Dovehouse Street, London (SW3 6LA).
- 2 (19.05.2017) A Deed dated 17 August 1995 made between (1) The Mayor Aldermen And Burgesses of The Royal Borough Of Kensington And Chelsea and (2) Royal Brompton Hospital National Health Service Trust contains the following provision:-

"The Council and the trust agree as follows:

4.1 That should any Conduits be discovered under or upon either the Council's Land or the Trust's Land (and which also serve the Trust's Land or the Council's Land as appropriate) then either party shall have the right having first obtained the other party's written consent (which shall not be unreasonably withheld or delayed) to enter and remain upon the Council's Land or the Trust's Land (as appropriate) with or without tools machinery appliances and materials for the purpose of re-locating such Conduits which are not covered by buildings or other structures onto their own land and the Council and the Trust shall each act in a reasonable and expeditious manner and in accordance with the other's reasonable requirements causing as little inconvenience to the other as possible and making good at their own expense and to the reasonable satisfaction of the other any damage caused to either the Council's Land or the Trust's Land by such relocation.

4.2 That neither the Council or the Trust shall be entitled to any right or easement of light or air for the benefit of the Council's Land or the Trust's Land (as appropriate) which would in any manner diminish restrict or interfere with the free and unrestricted user by the Council or the Trust or any person company or corporation deriving title under them of the Council's Land or the Trust's Land (as appropriate) for building or other purposes and accordingly each of the

A: Property Register continued

Council and the Trust shall be deemed to enjoy any light and air by the licence or consent of the other and not as of right.

4.3 That the Council's Land and the Trust's Land shall have the right to support from respectively the Trust's Land and the Council's Land".

NOTE: The Council's Land is the land in this title. The Trust's Land is shown tinted blue on the title plan

- 3 (19.05.2017) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 27 April 2017
Term : Beginning on and including 27 April 2017 and ending on and including 25 April 3016
Parties : (1) The Mayor and Burgesses of the Royal Borough of Kensington and Chelsea
(2) Leopard Guernsey Brompton Limited
- 4 (19.05.2017) The Lease prohibits or restricts alienation.
- 5 (19.05.2017) The landlord's title is registered.

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 (19.05.2017) PROPRIETOR: AURIENS CHELSEA PROPERTY HOLDING COMPANY LIMITED (incorporated in Guernsey) of Weighbridge House, Le Pollet, St Peter Port, Guernsey, GY1 1WL.
- 2 (19.05.2017) The price, other than rents, stated to have been paid on the grant of the lease was £76,000,000.
- 3 (01.05.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 17 April 2019 in favour of Situs Asset Management Limited referred to in the Charges Register or their conveyancer.

C: Charges Register

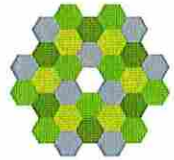
This register contains any charges and other matters that affect the land.

- 1 (19.05.2017) The deeds and documents of title having been lost the land is subject to such restrictive covenants as may have been imposed thereon before 29 January 1996 and are still subsisting and capable of being enforced.
- 2 (01.05.2019) REGISTERED CHARGE dated 17 April 2019.
- 3 (01.05.2019) Proprietor: SITUS ASSET MANAGEMENT LIMITED (Co. Regn. No. 06738409) of 27-28 Eastcastle Street, London W1W 8DH.
- 4 (01.05.2019) The proprietor of the Charge dated 17 April 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

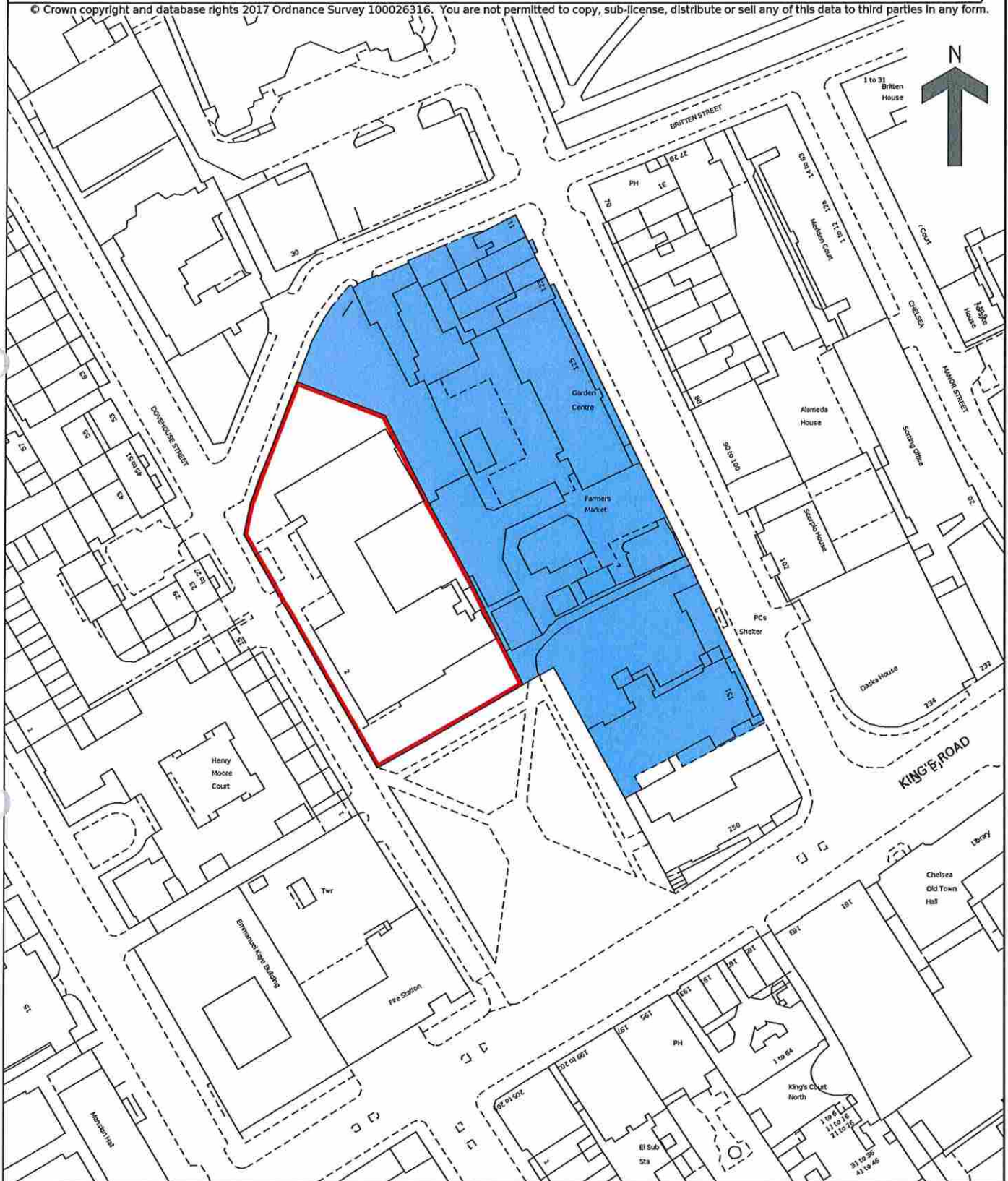
End of register

HM Land Registry
Official copy of
title plan

Title number **BGL132659**
Ordnance Survey map reference **TQ2778SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Kensington and Chelsea**



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APPLICATION FOR A LICENCE TO PUT UP A TEMPORARY STRUCTURE

PLEASE FILL IN THIS FORM (IN BLOCK CAPITALS)

1. Your/Company name: **MULTIPLEX CONSTRUCTION EUROPE LIMITED**

(This means the name of the person or company applying. Please say whether you are an individual, a limited company or 'trading as'.)

Your phone number: **07748 420933**

Email: **edward.lavelle@multiplex.global**

Your address and postcode: **99 BISHOPSGATE, 2ND FLOOR,**

LONDON, EC2M 3XD

(If you are applying for a company, please give its registered address.)

AS ABOVE

2. Site details - Type of structure (please tick appropriate box):

You will need to pay an administration fee for the following:

☐ Scaffold ☒ Hoarding ☐ Gantry ☐ Cradle ☐ Fan

You will not need to pay an administration fee for the following:

☐ Lift Footway ☐ Crossover

Site location: **2 DOVEHOUSE STREET, CHELSEA, LONDON, SW3 6LA**

Site contact: **DAVID BAKKER**

Site phone number: **07480 741335**

Size of the Structure (in metres):

Length: **100 m** Height: **2.5 m** Width: **3 m** (You must fill in this section)

Reason for structure: **TO KEEP SITE SAFE**

(We issue permits for three months at a time)

3. Planning Permission: Do the works related to this application require planning permission?

Tick one of the following options:*

☐ I confirm that planning permission is not required or where it is, planning permission has been granted without a requirement to agree a Construction Traffic Management Plan (CTMP).

☒ I confirm this planning permission for the works has been obtained and the associated CTMP has been agreed. I enclose a copy of the approved CTMP as evidence. *Compulsory information

4. I will be responsible for making sure that all the licence's conditions are followed.

Your signature:

Date: **17/10/2019**

Your name (in block capitals): **PHIL GEORGE**

Your position: ☒ Director ☒ Company secretary ☐ Authorised agent

Postal address only: RBKC Parking Suspension Service, PO Box 67735, London W6 6FX
Personal visits can be made to the Customer Service Centre, The Town Hall, Hornton Street,
London, W8 7NX between 9am and 5pm Monday to Friday.
Phone: 020 7361 4385 Website: www.rbkc.gov.uk/parking
Email: parking.suspensions@rbkc.gov.uk

Licence for putting up a temporary structure

- It is an offence to put up or leave a temporary structure (like a scaffold) on the highway without a valid licence.
- You must get a licence and pay a deposit for all temporary structures before you start work. We will decide how much your deposit will be after we have inspected the site.
- On application, the Private Works Engineer will advise you via the deposit letter whether you will require a parking suspension. Do not send a request for a suspension unless you are advised to do so via the deposit letter.
- Your licence must be in force and displayed on the structure at all times. You must renew your licence on or before the date it runs out.

How do I apply for a licence for a temporary structure?

Fill in this application form and send it with the application fee. If paying by cheque please make it payable to RB of Kensington and Chelsea. (The fees may change so please check the list of administration charges.) This is available from Parking Suspensions on 020 7361 4385. Our highways department will inspect the site and decide how much your deposit will be and whether we need to suspend any parking bays. We will then write to tell you how much this deposit is and what the permit conditions will be. Where a parking bay is required, the suspension should be booked at the same time the deposit is paid.

After you have finished your work or taken down the temporary structure, you must write and tell the customer services section at Parking Suspensions (see the front of the application form). This is so that we can inspect the site for any damage, and make any necessary repairs. (You will have to pay the costs involved.) If no repairs are needed, we will refund any deposit we owe you. However, we will not refund any of your deposit unless we receive your written request for a refund within six months after your last licence ran out.

What are the conditions for a licence for a temporary structure?

You must renew your licence on or before the date it runs out.

Under the London Local Authorities Act 1991 you, as the licence holder, are responsible for:

- preventing unauthorised access to the scaffolding;
- the security of the building where the scaffolding is being used; and
- the security of any adjoining building.

You can get information and advice on preventing crimes (concerning scaffolding) from the crime prevention officer at the following local police stations.

Chelsea, 2 Lucan Place, SW3 3PB Phone: 020 7589 1212

Kensington, 72 Earls Court Road, W8 6EQ Phone: 020 7376 1212

Notting Hill Gate, 101 Ladbroke Square, W11 3PL Phone: 020 7221 1212

Red routes

If you want to apply for a temporary structure licence on a red route, you must get a licence from Transport for London (TfL) on 020 7974 2013.

For our use only:

Licence number: _____ Administration fee: £ _____

Administration reference: _____ Receipt number: _____

Date entered: _____ / _____ / _____

9

Transport and Technical Services

RBKC Parking Services, PO Box 67735, London W6 6FX

Director for Transportation and Highways

Mahmood Siddiqi BSc(Hons), MCIHT

THE ROYAL BOROUGH OF
KENSINGTON
AND CHELSEA

Multiples Construction Europe Ltd

2nd Floor, 99 Bishopsgate

London

EC2M 3XD

Post Date: 29/10/2019

Customer Number: 45556

Reference No.: 252483/01

Applicant's Name: Multiples Construction Europe Ltd**Start Date:** 29/10/2019**Expiry Date:** 29/01/2020**Site Location: 2 Dovehouse Street SW3****Temporary Structure Licence**

Pursuant to the Highways Act 1980 (sections 169, 172, 173 and 184), and the GLC General Powers Act 1970 (section 15), the local Government (Miscellaneous Provisions) Act 1976 and the London Local Authorities Act 1991 (part IV, Section 24), permission is hereby granted to carry out the following work on accordance with the conditions contained herein. The structures must comply with the Council's specification for erection and illumination of temporary structures.

The conditions over the page must be observed and in particular relating to security.

Description	Dimensions in Meters		
	Height	Width	Length
Hoarding	2.50	3.00	100.00

Conditions

Protect excavation with fence/hoarding

Site as per the approved CTMP + TM, Maintain a minimum 1 clear meter for pedestrians, display lights

The estimated cost of any subsequent reinstatement work is £7800.00

This amount is required in advance as a deposit. The actual cost of reinstatement work, whether more or less than this estimate will ultimately be charged even if the deposit is forfeited. Irrespective of the public highway condition, if written request for the return of the deposit is not received within six months of the licence expiry date, the deposit will be permanently retained by the Council and no refunds will be made.

Signed M Siddiqi Director of Transportation and Highways.**Duly authorised officer of the Royal Borough of Kensington and Chelsea****The licence must be displayed on the structure at all times****Indemnity**

The applicant shall indemnify and hold harmless the Council and their Officers against all liability, claims and demands whatsoever in connection with, or arising out of the erection, maintenance, existence and/or removal of hoarding, scaffolding, fencing, platform, handrail etc., the applicant shall level and make safe the surface of the public way, and shall indemnify and hold harmless the Council against all liability, claims and demands whatsoever in the event of any accident or occurrence or by reason of any subsidence or sinking of the surface of the public way or the execution or non-execution of any work or anything whatsoever arising thereout.

Direct Line: 020 7361 4385

Fax: 020 7361 4239

Email: parking.suspensions@rbkc.gov.uk

Web: www.rbkc.gov.uk/parking

Transport and Technical Services
RBKC Parking Services, PO Box 67735, London W6 6FX

Director for Transportation and Highways
Mahmood Siddiqi BSc(Hons), MCIHT



Multiples Construction Europe Ltd

2nd Floor, 99 Bishopsgate
London

EC2M 3XD

Your Customer Number: **45556**

Temporary Structure Permit Deposit Receipt

RBKC Parking Services
PO Box 67735
London W6 6FX

Date: 29 October 2019

KES3621174

Name:	MULTIPLES CONSTRUCTION EUROPE LTD	252483/01
Amount Paid:	BACS PAYMENT (ADMIN & DEPOSIT)	£7, 965.00
TS Permit Deposit		
Dates/Location: From 29/10/2019 To 29/01/2020		
On 2 Dovehouse Street SW3		

Direct Line: 020 7361 4385
Fax: 020 7361 4239
Email: parking.suspensions@rbkc.gov.uk
Web: www.rbkc.gov.uk/parking

Dovehouse Street Extra Care Home

Planning has been granted for this high-end development which blends luxury residential units with extra-care facilities in the heart of Chelsea.

CLIENT

Auriens

CATEGORY

Residential

YEAR

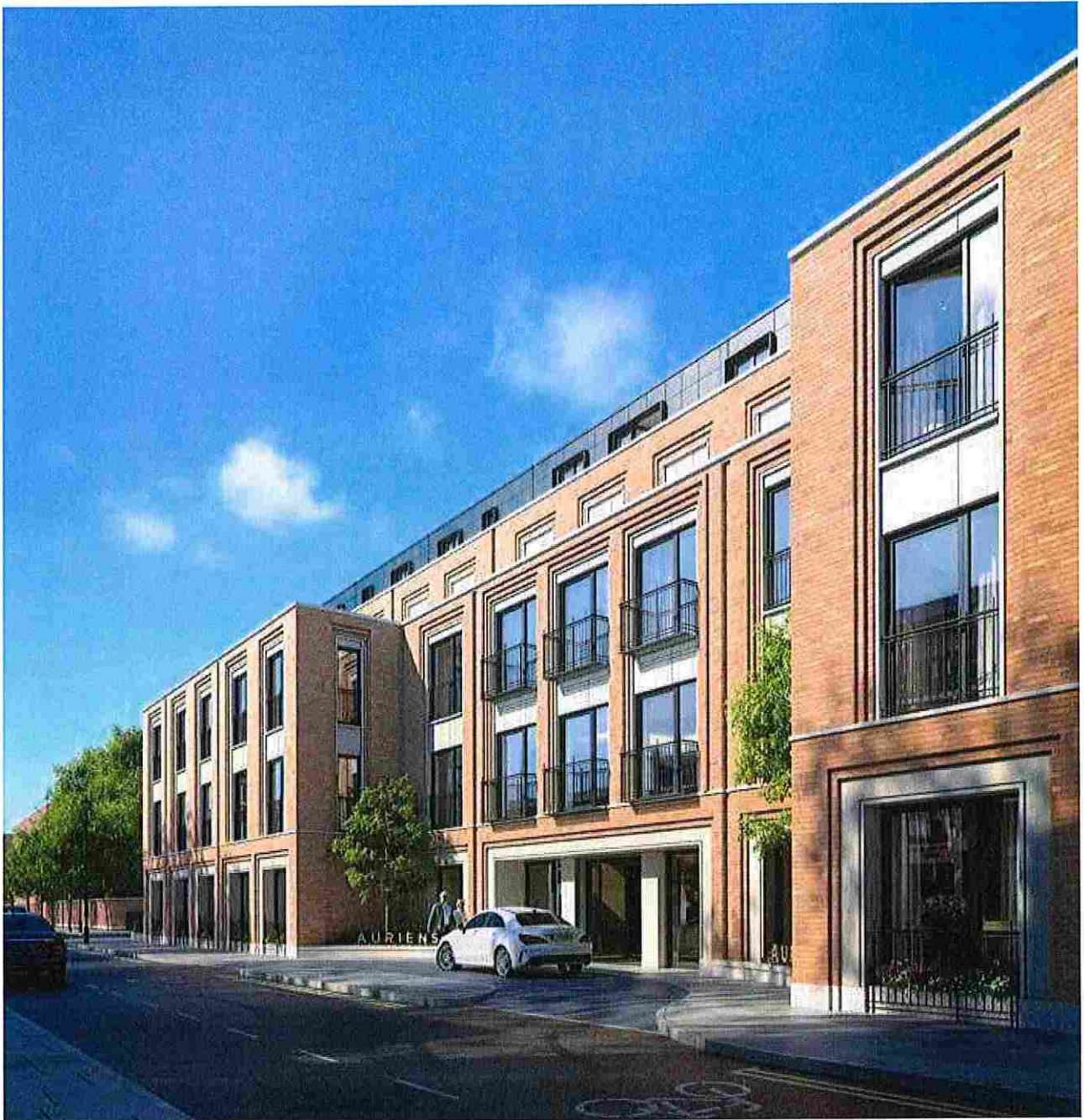
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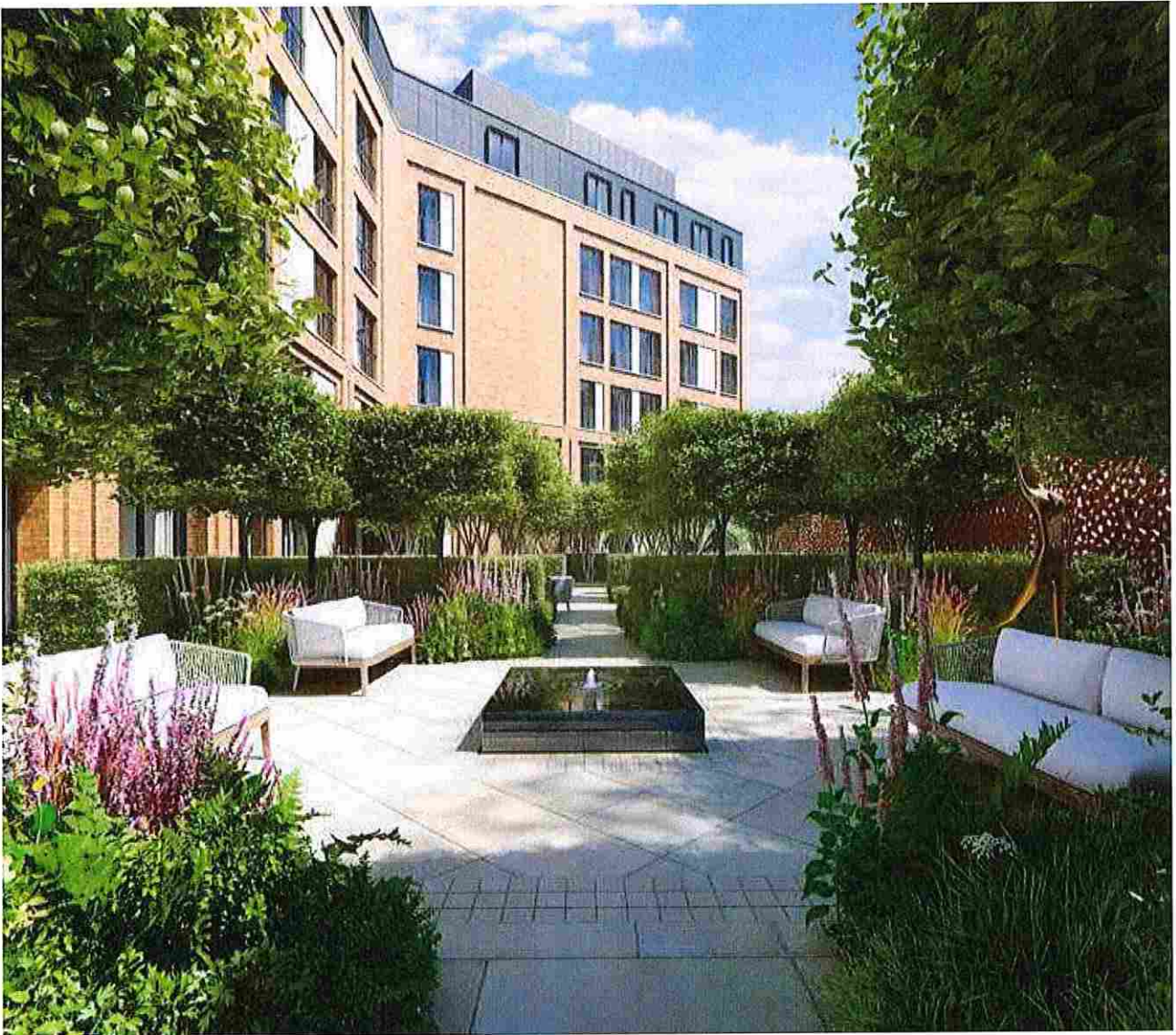


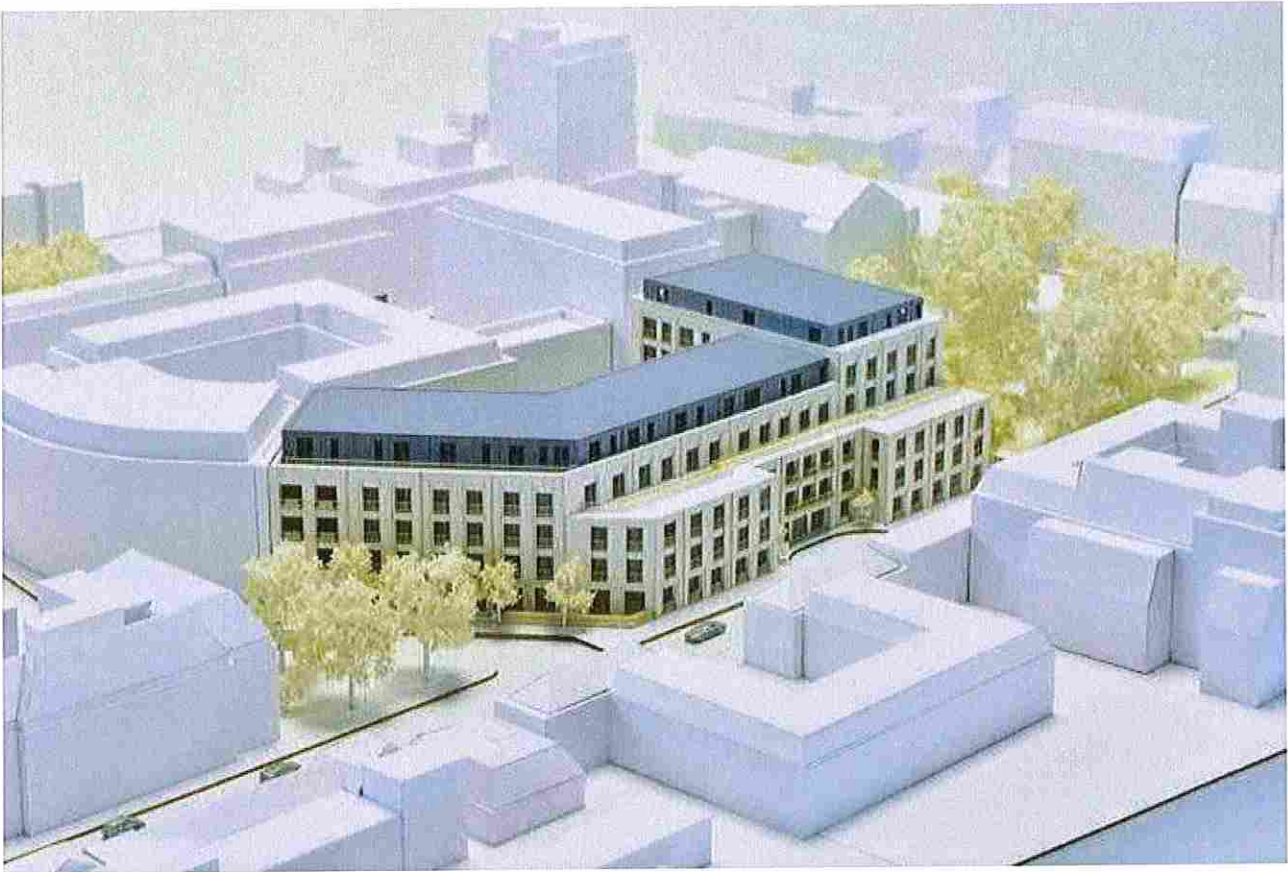
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L'

"PDP London have exceeded expectations in their delivery of the scheme for Auriens at 2 Dovehouse Street. Luxury residential has been seamlessly blended with extra care facilities and design, delivering a unique development in the heart of Chelsea." - Auriens









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

Claimants

and

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

Defendants

"MPW2"

This is the exhibit marked "MPW2" referred to in the witness statement of Martin Philip Wilshire dated 17 December 2019.

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

BETWEEN:

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

Claimants

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 or 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)

INTERPRETATION OF THIS ORDER

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

SERVICE OF THIS ORDER

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

Alistair Law	
Rikke Brewer	
Dylan Rhodes	
Usama Quraishi	

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

COMMUNICATIONS WITH THE COURT

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

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

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

The telephone number is: 020 7947 6000

Schedule 1

Witness Statements

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

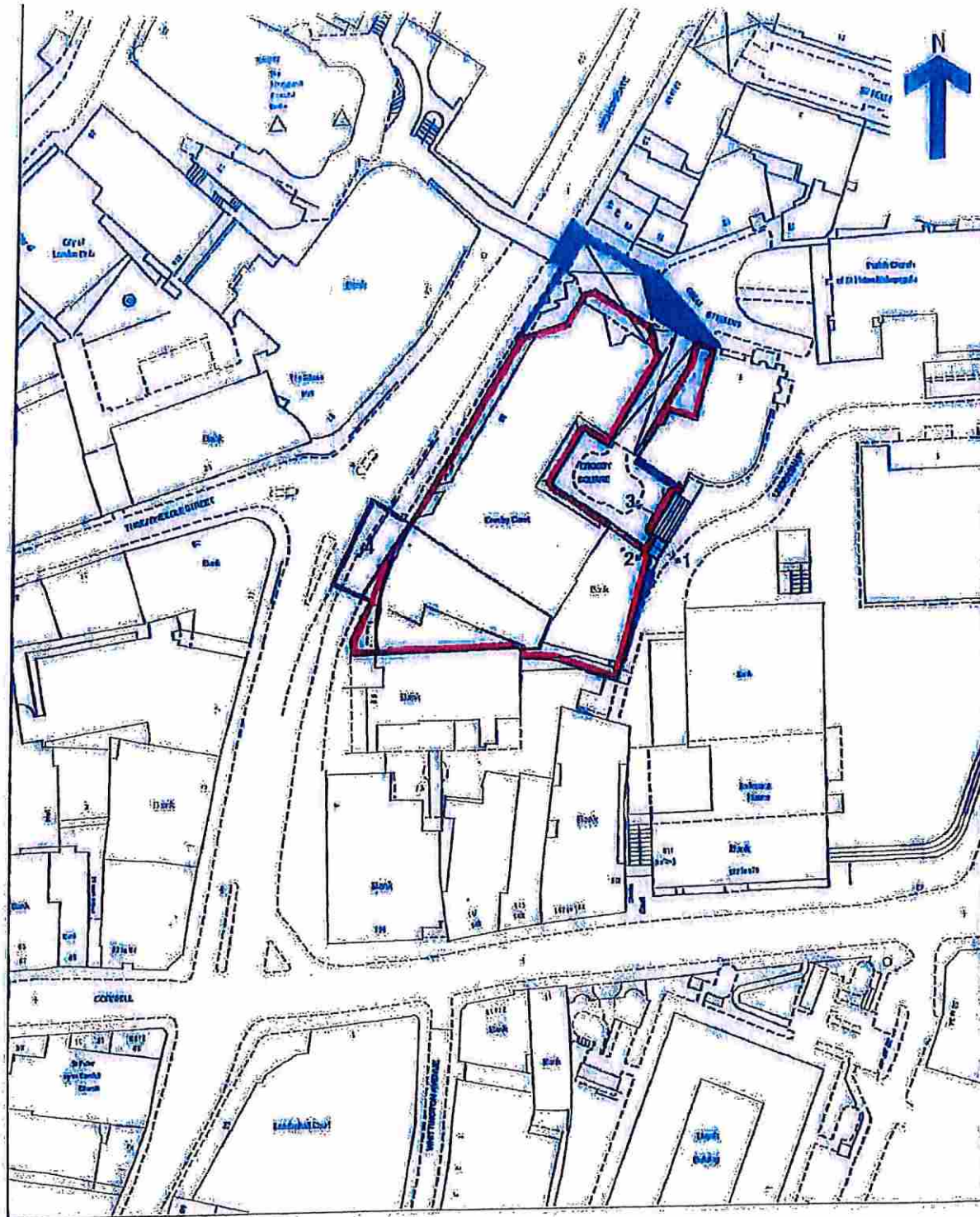
1. Witness statement of James Senior dated 24 July 2018, and exhibits JWS1-JWS4
2. Witness statement of Eve Hemingway dated 30 July 2018, and exhibit EH1

Schedule 2

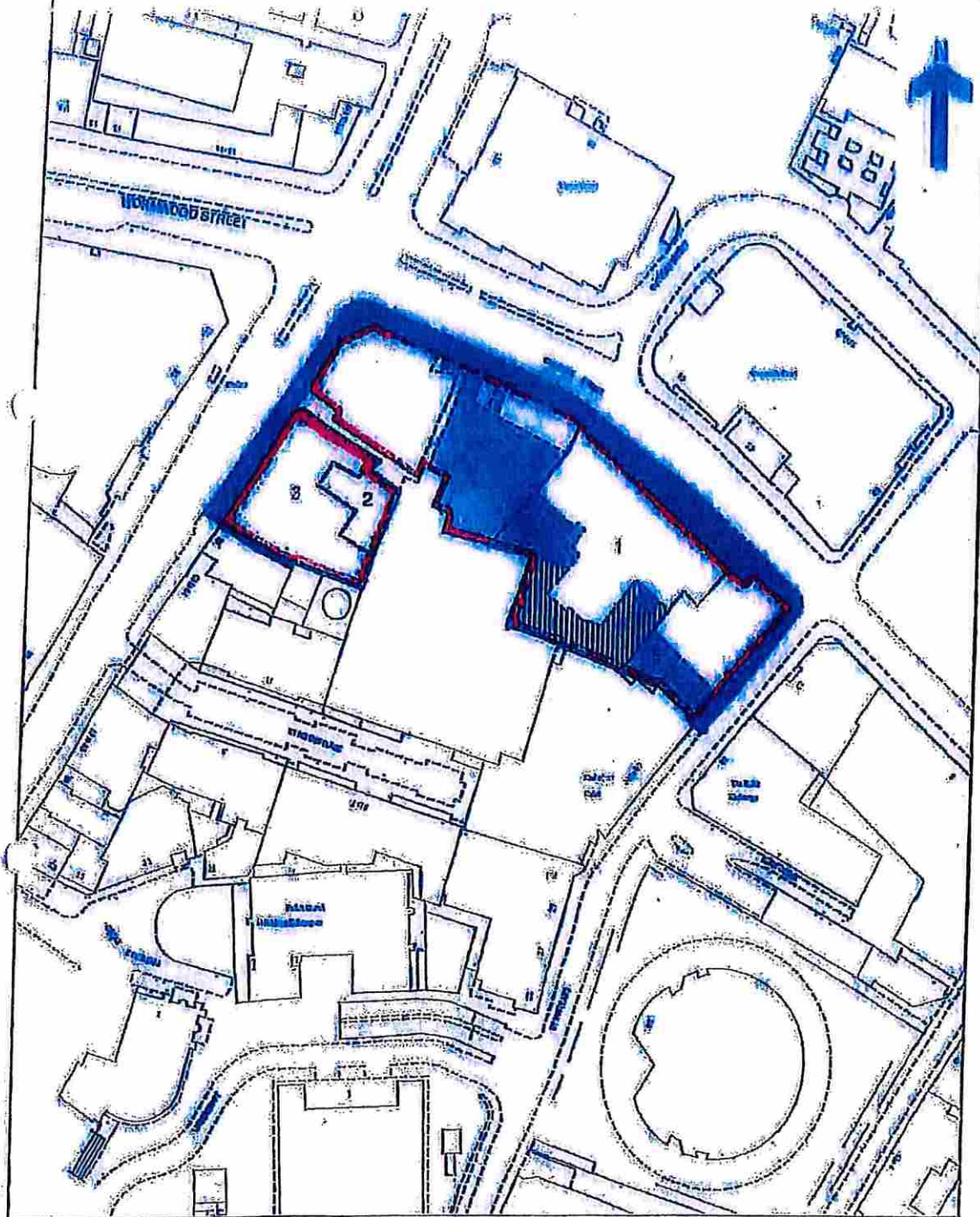
Undertakings given to the Court by the Claimants

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

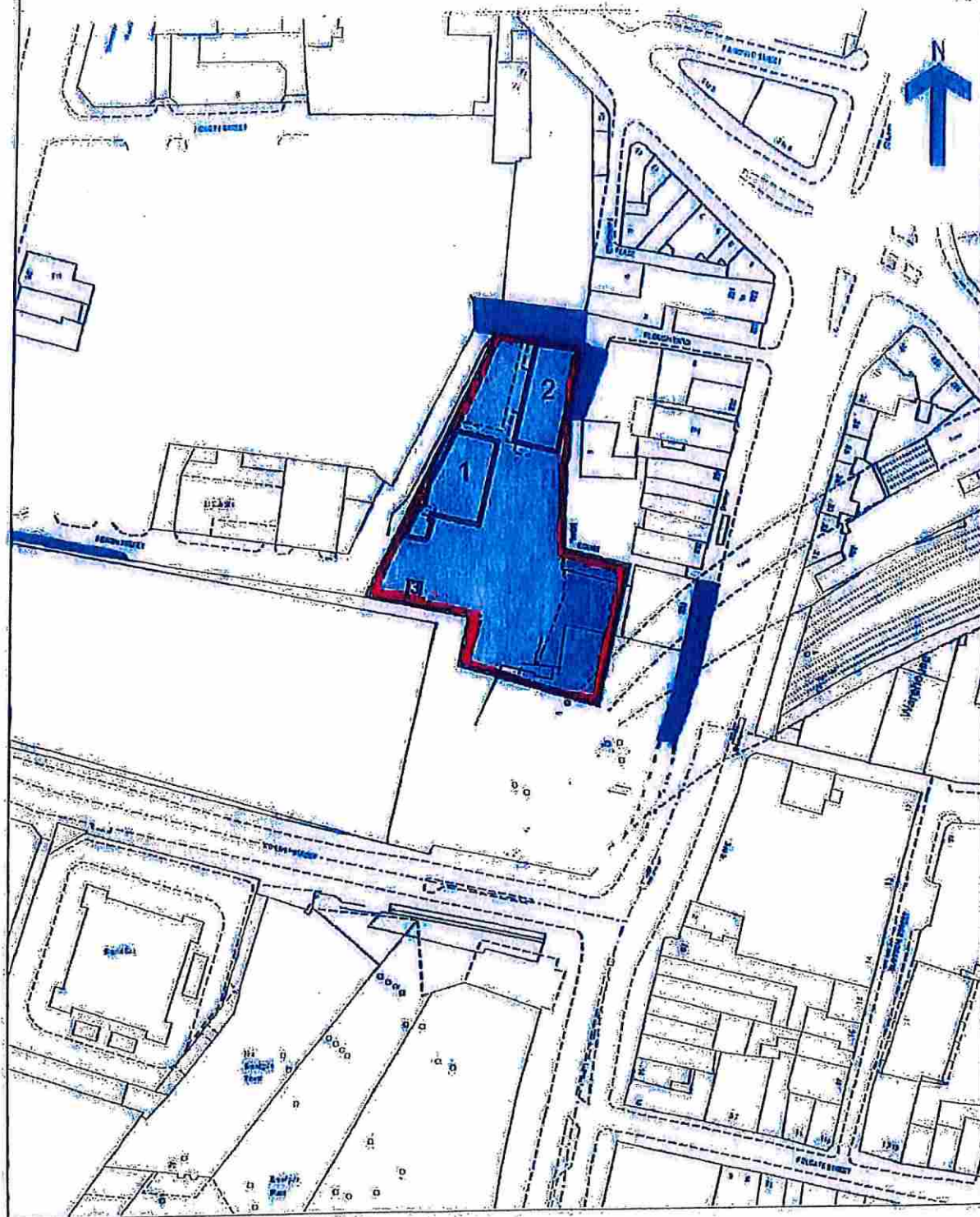
Plan 1.



Plan 2



Plan 3



CLAIM NO: HQ18X02657

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.**

AWB

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

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

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

IMPORTANT NOTICE TO THE DEFENDANTS

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

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

IT IS ORDERED, as follows:-

THE INJUNCTION

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

ANB

INTERPRETATION OF THIS ORDER

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

SERVICE OF THIS ORDER

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

ALISTAIR LAW	1 Hepworth Close, Southampton, SO19 0ST allyylaww@gmail.com
RIKKE BREWER	20 Belle Vue Road, Aldershot, GU1R 4RX rikkebrewer@outlook.com
DYLAN RHODES	herby.rhodes@gmail.com
USAMA QURASHI	gadarproductions@gmail.com

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

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

COMMUNICATIONS WITH THE COURT

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

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

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

The telephone number is: 020 7947 6000

ANS

Schedule 1

Witness Statements

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

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

AWB

Schedule 2

The Plans

INDEX

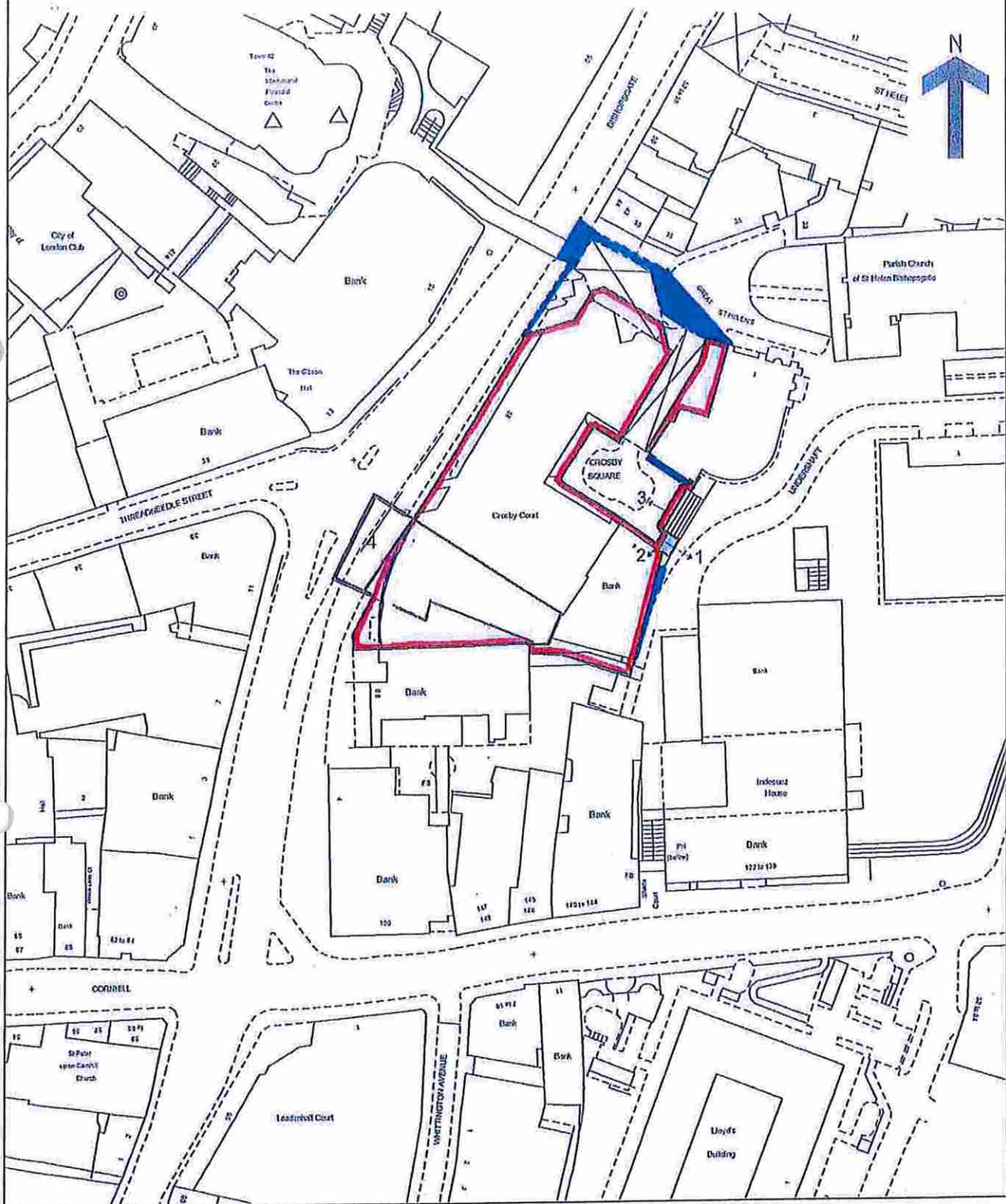
Plan 1 – 22 Bishopsgate

Plan 2 – 100 Bishopsgate

Plan 3 – Principal Place Residential

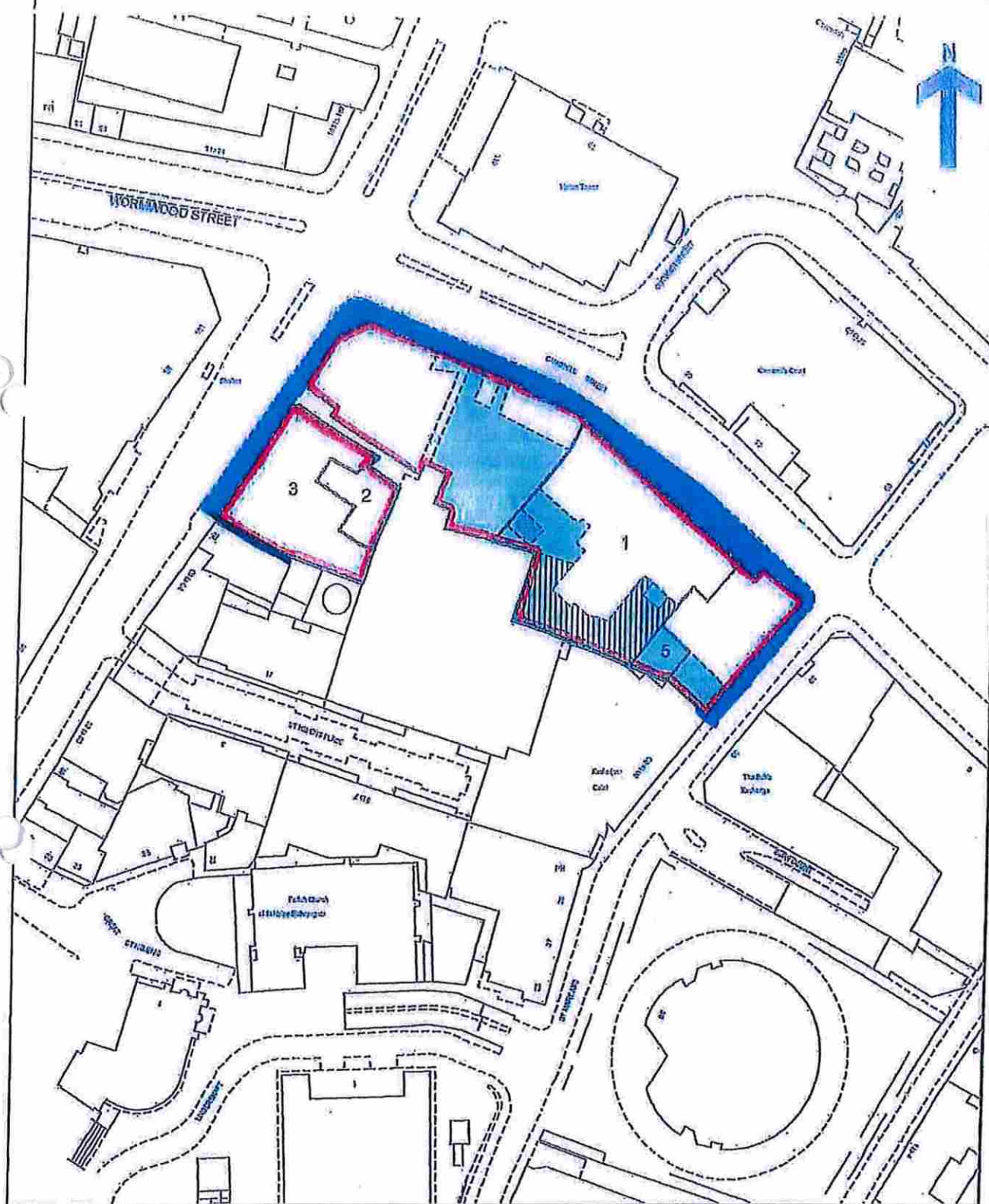
Ans

Plan 1.



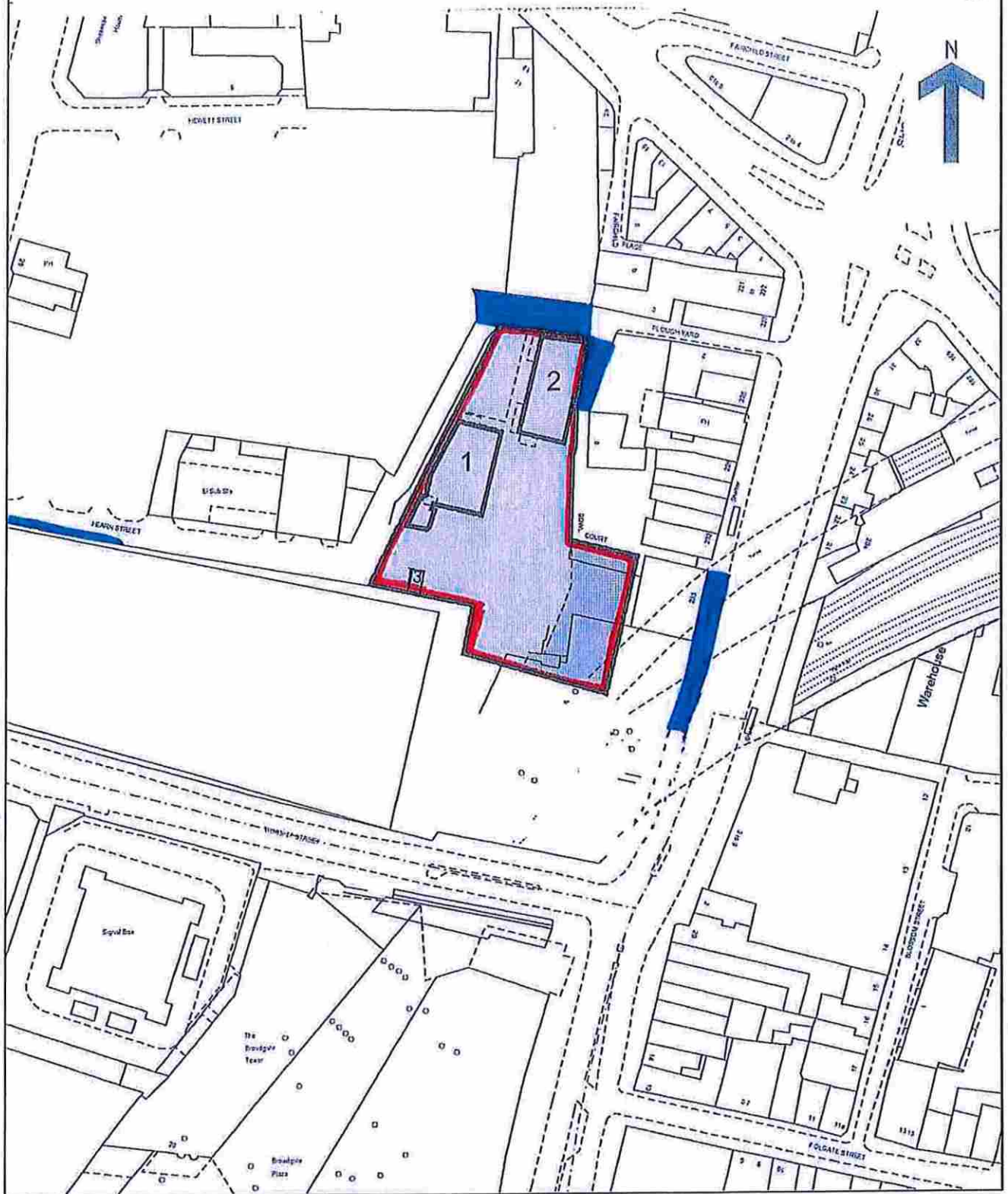
ANS

Plan 2



ANS

Plan 3



ANS

Claim Number:

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

B E T W E E N

- (1) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (2) AURIENS CHELSEA PROPERTY HOLDING COMPANY LIMITED
(INCORPORATED IN GUERNSEY)

Claimants

and

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

Defendants

"MPW3"

This is the exhibit marked "MPW3" referred to in the witness statement of Martin Philip Wilshire dated 17 December 2019.

CLAIM NO: QB-2019-000645

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

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

1 March 2019

B E T W E E N:



MULTIPLEX CONSTRUCTION EUROPE LTD AND OTHERS

Claimants

and

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

Defendants

INJUNCTION ORDER

PENAL NOTICE

IF YOU, THE DEFENDANTS DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS OR ANY OF THEM TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.

IMPORTANT NOTICE TO THE DEFENDANTS

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

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

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

RECITALS

UPON the Claimants' Claim;

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

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

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

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

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

IT IS ORDERED THAT:

THE INJUNCTION

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

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

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

VARIATION OR DISCHARGE OF THIS ORDER

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

INTERPRETATION OF THIS ORDER

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

SERVICE OF THIS ORDER

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

COMMUNICATIONS WITH THE COURT

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

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

- The telephone number is 020 7947 6000

THE DESCRIPTION OF THE DEFENDANTS

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

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

SCHEDULE 1

Witness Statements

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

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

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

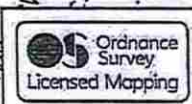
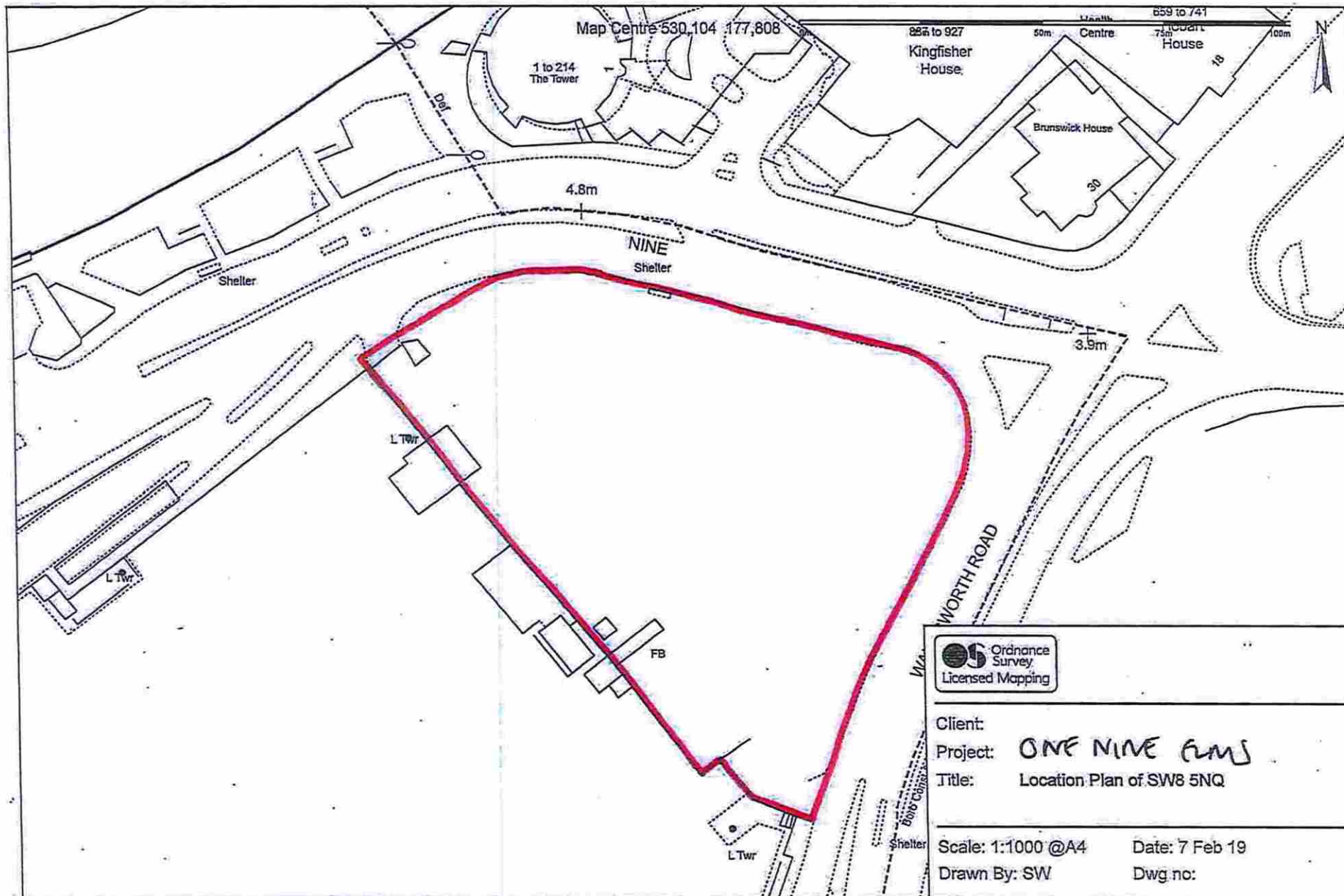
SCHEDULE 2

Undertakings given to the Court by the Claimants

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

SCHEDULE 3

Plans



Client:

Project: **ONE NINE RMS**

Title: **Location Plan of SW8 5NQ**

Scale: 1:1000 @A4

Drawn By: SW

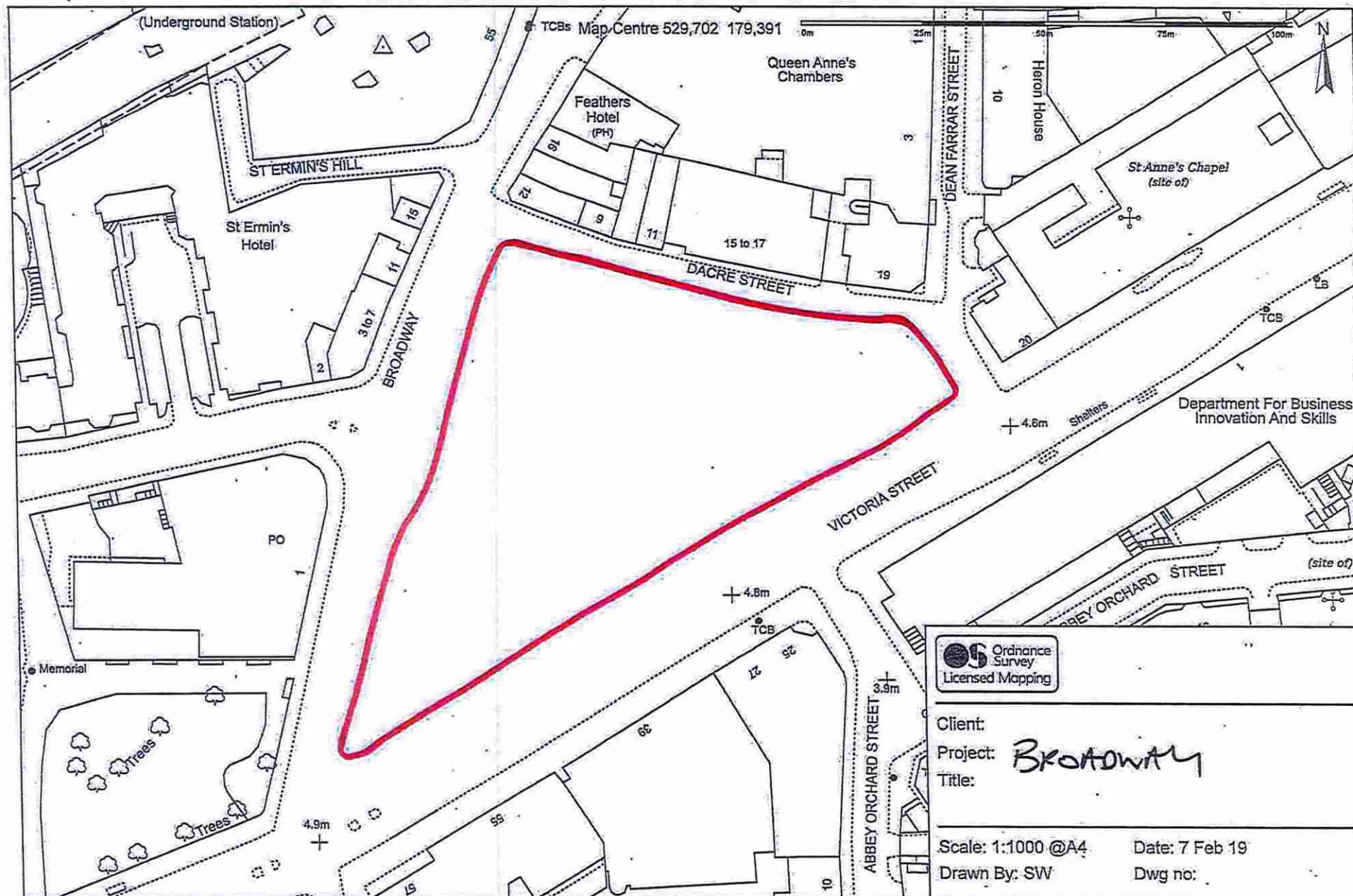
Date: 7 Feb 19

Dwg.no:









Client:
Project: **BROADWAY**
Title:

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

Claim Number:

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

B E T W E E N

- (1) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (2) AURIENS CHELSEA PROPERTY HOLDING COMPANY LIMITED
(INCORPORATED IN GUERNSEY)

Claimants

and

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

Defendants

"MPW4"

This is the exhibit marked "MPW4" referred to in the witness statement of Martin Philip Wilshire dated 17 December 2019.

**Multiplex Construction Europe
Limited**

Annual report and financial statements
Registered number 03808946
31 December 2018

MONDAY



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LD4

10/06/2019

#60

COMPANIES HOUSE

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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 EBITDA¹ 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 EBITDA¹ 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 EBITDA¹, 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 ¹	-	10.4
Interest income	(0.4)	(0.4)
Income tax expense	5.4	0.9
EBITDA ¹	17.9	14.5

¹ 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.

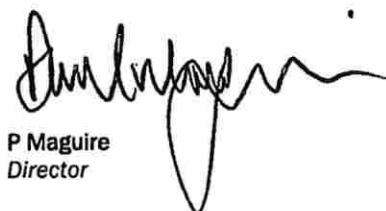
Our commitment to the Science Based Targets initiative is testament to Multiplex's proactive leadership in tackling climate change. In doing so, we will drive energy efficiency, strengthen our client and supply chain relationships, and increase our competitive advantage as the world moves towards a low-carbon 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

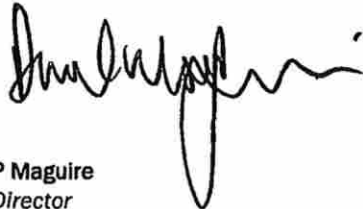
In accordance with s414A/C of the Companies Act 2006 (Strategic Report and Director's Report) Regulations 2013, the directors have prepared the strategic report for the Company.

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, 2nd 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. 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)
Net profit		12,605	3,286


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
Assets			
Current assets			
Cash and cash equivalents	11	50,037	61,199
Trade and other receivables	13	395,943	421,774
Total current assets		445,980	482,973
Non-current assets			
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
Total non-current assets		56,058	43,248
Total assets		502,038	526,221
Liabilities			
Current liabilities			
Trade and other payables	14	(313,287)	(301,268)
Provisions	15	(8,425)	(4,067)
Total current liabilities		(321,712)	(305,335)
Non-current liabilities			
Trade and other payables	14	(88,376)	(90,705)
Provisions	15	(2,550)	(4,245)
Total non-current liabilities		(90,926)	(94,950)
Total liabilities		(412,638)	(400,285)
Total Equity	18	89,400	125,936

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
Financial Assets		
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
Financial Liabilities		
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 SOFI 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
Recognised in the Income statement		
<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
	(710)	2,888
<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)	-
	6,066	(1,961)
Total tax charge in Income statement	5,356	927
Reconciliation of effective tax rate:		
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
Tax effect of amounts which are not deductible in calculating taxable income:		
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	-
Total tax charge in Income statement	5,356	927

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
Leasehold Improvements		
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
Furniture, fittings & equipment		
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
Software		
Cost - opening balance	-	-
Additions	337	-
Cost at the end of the period	337	-
Net book value at the end of the period	337	-
Total Property, Plant and Equipment at 31 December 2018	1,944	572

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
Recognised deferred tax assets		
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
	395,943	421,774
<i>Amounts due in greater than 12 months</i>		
Trade receivables	46,139	40,502
	46,139	40,502

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
	19,794	10,146

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
	313,287	301,268
<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
	88,376	90,705

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
Defects Provisions		
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	4,146	4,631
Other provisions		
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	6,829	3,681

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
	2,550	4,245

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)
Related party loans As at 31 December GBP Thousands	Relationship		2018	2017
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:		
Land and Buildings		
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
Other		
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	2018		2017	2017
GBP Thousands				
	Current	Non-current	Current	Non-current
Financial assets				
Trade and other receivables	282,078	46,138	281,685	40,502
Cash and cash equivalents	50,037	-	61,199	-
Financial liabilities				
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, 2nd 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

- (1) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (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 CLAIMANT' PERMISSION, AND CLIMBING OR ASCENDING BUILDINGS,
STRUCTURES OR EQUIPMENT AT THESE PREMISES

Defendants

"MPW5"

This is the exhibit marked "MPW5" referred to in the witness statement of Martin Philip Wilshire dated 17 December 2019.

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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)

BETWEEN:

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.
-

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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: 21st October 2019

Start Time: 14:00 Finish Time: 14:30

Page Count: 12

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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

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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

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

- (1) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (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 CLAIMANT' PERMISSION, AND CLIMBING OR ASCENDING BUILDINGS,
STRUCTURES OR EQUIPMENT AT THESE PREMISES

Defendants

"MPW6"

This is the exhibit marked "MPW6" referred to in the witness statement of Martin Philip Wilshire dated 17 December 2019.

IMPORTANT NOTICE

HIGH COURT OF JUSTICE – CLAIM NO. QB-2019-XXXXX

ON [], AN ORDER WAS MADE IN THE HIGH COURT OF JUSTICE PROHIBITING ANYONE FROM CLIMBING OR ASCENDING TO A HEIGHT OF MORE THAN 2 METERS ABOVE GROUND LEVEL UPON ANY BUILDING, STRUCTURE OR EQUIPMENT AT THESE PREMISES

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, RESPONSE PACK, APPLICATION NOTICE, PARTICULARS OF CLAIM AND WITNESS STATEMENT(S) MADE IN SUPPORT OF THE APPLICATION ARE AVAILABLE AT
WWW.MULTIPLEX.GLOBAL.COM/LONDON-INJUNCTION

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ON 0207 919 0969 OR BY EMAIL stuartwortley@eversheds-sutherland.com