

# Suppliers blame Willmott Dixon's 'negligence' in cladding court battle

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Woolwich Extra building. Image © 2023 Google

Willmott Dixon has been accused of “contributory negligence” by two companies that it is [trying to sue](#) over combustible cladding on a development in Woolwich, London.

Aecom and AIS Chartered Surveyors have both pointed the finger back at Willmott Dixon, which is trying to recoup the costs of remediation by settling a claim with its client, Tesco, in April 2022. Aecom was the fire consultant and AIS was the fire consultant on the project.

Willmott Dixon claims that the original external wall system (EWS) installed on the 17-storey [Woolwich Extra](#) scheme in south London is the subject of a lawsuit last month against Aecom, AIS, facade specialist Prater, its parent company Lindner, and architect Sheppard Robson.

The contractor argues that each of the defendants should be held liable for breach of contract in allowing the defective design and construction of the EWS and cavity barriers. However, newly-published documents outline the counter arguments by the defendants.

Aecom says all of its co-defendants may bear some responsibility, while Prater blames Willmott Dixon and Sheppard Robson for the part that they changed the originally specified insulation, which caused the EWS to be non-compliant. Sheppard Robson, meanwhile, says “exclusively” responsible for detailed cladding design.

## **Aecom's defence**

Aecom was responsible for carrying out a fire strategy report but insists it was “under no obligation to ensure, nor did it warrant, that the construction would be compliant with any given requirements or standards”.

This was a matter for Sheppard Robson, Prater and/or AIS, it argues.

Aecom insists it was “under no obligation proactively to ascertain which materials were proposed for use in the EWS, and under no obligation to assess the compliance of such materials unless specifically provided with details of those materials and specifically requested to provide such details”.

No such request was “ever made”, it states, adding that it “is wrong in principle” for Willmott Dixon’s claim to include allegations of non-individual EWS components in isolation.

A more accurate assessment “is to be determined by considering the EWS as a composite system”, Aecom claims.

It went on the offensive, arguing there was “contributory negligence” by Willmott Dixon in “failing to instruct a review of the detailed design and the materials proposed for use in its construction”.

Had such a review been carried out, it would or should have identified the unsuitability of the materials proposed for use in the EWS “and alternative (suitable) materials would have been instructed instead”.

Aecom adds: “In those circumstances, the losses alleged by Willmott Dixon would have been avoided.”

## **AIS Chartered Surveyor's defence**

Building inspector AIS argues that Willmott Dixon is not entitled to “damages, interest or any other relief” against it, as it was employed by Tesco rather than Willmott Dixon.

AIS claims that it “performed its services and/or duties as approved inspector with reasonable skill, care and diligence”, and it rejects Willmott Dixon’s allegation that the use of Kingspan K15 rendered the Woolwich development unfit for habitation.

It also alleges contributory negligence from Willmott Dixon for allegedly approving or supporting the use of Kingspan K15 insulation, and for approving changes to the materials used in the EWS “without consulting or informing AIS”.

AIS does admit “from its own review of inspection data, and from inspections carried out on its behalf, [that] there are some cavity barrier defects, including absent barriers around some openings”.

However, the company adds, Willmott Dixon must still prove each type of cavity barrier installation defect it alleges and “the extent of the defects throughout the facades of the EWS”.

## **Prater and Lindner's defence**

Lawyers for Prater and Lindner state that it is “generally not admitted that the EWS did not comply with the Building Regulations or the [Building Regulations Approved Document A (Part 3) for Window and Cladding Technology] Standard”.

In court documents filed last week, they argue that Willmott Dixon's case is "misconceived and is denied". They insist that Prater discharged in a professional and workmanlike manner, and argue that it "completed the design and construction of the elements within its scope in with the specification and instructions provided by or on behalf of WDC [Willmott Dixon Construction]".

They also deny that Prater "was factually responsible or contractually liable" for any breach of those regulations.

Prater and Lindner admit that the EWS cladding materials Kingspan Kooltherm K15 and Trespa Meteon "are combustible", but they reject Dixon's claim that there was a contractual obligation or requirement under the Building Regulations "for the cladding panels or insulation of the EWS to be non-combustible at any material times".

The key issue in the case revolves around "factual and legal responsibility for the specification and use of Kingspan K15 insulation, rather than the cladding panels themselves", they state. "Had Willmott Dixon and Sheppard Robson not decided to change the originally specified insulation, EWS would not now be alleged to be non-compliant," they add.

## Sheppard Robson's defence

Architect Sheppard Robson places the "exclusive responsibility" for detailed cladding design with Prater, and asserts: "Sheppard Robson's defence is that the cause, as a matter of fact or law, any defective design and construction" of the EWS.

There was "no contractual obligation" for Sheppard Robson to consider how Prater's design would demonstrate compliance with the Building Regulations, it adds.

"It is admitted that Prater's workmanship in respect of cavity barriers was poor and that this rendered the EWS non-compliant with the Building Regulations and the CWCT Standard and also rendered the residential units unfit for habitation," Sheppard Robson says.

It adds that Prater "chose different EWS components to those specified by Sheppard Robson in its outline cladding specification and drawings".

Sheppard Robson also claims it raised concerns about the installation of cavity barriers and other defects "on numerous occasions" with Willmott Dixon, Tesco, Prater and AIS.

It states: "The allegations in respect of Sheppard Robson's review of others' design, monitoring, coordination and inspection are wholly unconvincing and are indicative of a wholesale lack of merit."

It concludes: "The ultimate design of the fixings for the CGL Wallplank was a matter for Prater."