

Case Name: Greater Glasgow Health Board v Multiplex Construction Europe

Limited & Others

Case Ref No: CA80/24

Date of Hearing: 21 and 22 January 2026

Division and Senators: First Division. [Lord President](#), [Lady Wise](#), and [Lord Clark](#)

Livestreamed Hearing?: ☒ Yes ☐ No

Agents and Counsel (*if known*):

Pursuer and reclaimer:-

Gerry Moynihan KC, Jonathan Broome; Morton Fraser MacRoberts LLP

Defender and respondent:-

Gavin MacColl KC, Adam McKinlay; Brodies LLP

First third party:-

Jonathan Barne KC; CMS Cameron McKenna Nabarro Olswang LLP

Second third party:-

David Thomson KC, Nick McAndrew; Womble Bond Dickinson (UK) LLP

Link to Judgment Reclaimed / Appealed (if available):

<https://www.scotcourts.gov.uk/media/kijgfk3x/2025csoh56-greater-glasgow-health-board-against-multiplex-construction-europe-limited-and-others.pdf>

Case Description:

This case concerns the design and construction of the Queen Elizabeth University Hospital in Glasgow by the defenders and respondents, Multiplex Construction (Europe) Limited, on behalf of the pursuers and reclaimers, Greater Glasgow Health Board.

Stage 3 construction was completed on 26 January 2015. It was a condition of Multiplex and GGHB's contract that the cladding in the atrium would achieve a fire rating of "Euroclass B". GGHB, however, contend that, because the atrium cladding as built included aluminium composite material panels with polyethylene cores (ACM PE cladding) it does not achieve that standard, in breach of parties' contract.

Following the Grenfell tower fire on 14 June 2017, both Multiplex and GGHB took steps to investigate the cladding at QEUH - Multiplex as part of a review of all of their projects and GGHB as part of a Scottish Government-ordered general review

of external cladding on public buildings. These reviews identified the use of ACM PE cladding to the exterior, which was replaced. However, although the atrium cladding was made of similar materials, both parties initially failed to include the atrium in their reviews of exterior cladding.

By March 2018, however, Multiplex's investigation disclosed that the atrium had ACM PE cladding, similar to those used on Grenfell Tower. However, at this stage it did not inform GGHB, considering that the cladding was nonetheless conform to contract. Following separate litigation in respect of other alleged defects, Multiplex carried out further investigations into the atrium cladding. These disclosed that the cladding was potentially a safety risk. Multiplex notified GGHB of this in February 2021.

In March 2022 GGHB raised this action against Multiplex for breach of contract. Multiplex deny breach of contract and have brought their fire engineers, WSP Limited (the first third party) and their architects, Nightingale Architects (the second third party) into the action, claiming a right of contribution from both on the basis of collateral warranties granted by them in favour of GGHB. Multiplex also raise a preliminary plea of prescription, arguing that any right that GGHB might have had against them in respect of the atrium cladding has been

extinguished by the passage of time, more than five years having elapsed between 26 January 2015 and the raising of this action in March 2022 (see section 6 of the Prescription and Limitation (Scotland) Act 1973).

GGHB accept that more than five years have passed. However, they rely upon section 6(4) of the 1973 Act, which provides that any period during which a creditor is, by the words and/or conduct of the debtor, induced into an error causing them to refrain from making a relevant claim, does not count towards the five-year prescriptive period. GGHB argue that Multiplex induced it into believing that the atrium cladding was conform to contract and relies on various communications and actions on Multiplex's part in support of this position.

The action called for a preliminary proof on the issue of prescription only. On 27 June 2025 the commercial judge ([Lord Braid](#)) held that the action had prescribed. The commercial judge held that Multiplex's actions relied upon by GGHB as inducing error did not, as a matter of fact, cause error on GGHB's part. Furthermore, GGHB could and should have discovered the use of the allegedly non-conforming cladding, exercising reasonable diligence, no later than May 2016. At the very latest, therefore, the prescriptive period ended in May 2021 and

GGHB's action was time-barred. The commercial judge accordingly *assoilzied* the defenders and third parties.

GGHB now appeal, arguing that the commercial judge erred in his approach to the inducement of error and reasonable diligence. Furthermore, he is said to have wrongly excluded certain averments in GGHB's pleadings from probation.

The reclaiming motion will call before the First Division on Wednesday 21 and Thursday 22 January 2026 at 10:30am.