

Roofing issues at school's performing arts centre

Thomson Snell & Passmore acted for a main contractor in relation to a complex multi-party dispute arising from issues with the roofing to a large auditorium roof at a London school.

Our client was appointed as main contractor to build a performing arts building at the school. The London Borough's design team carried out all of the design work and specification for the works. Our client subcontracted the roofing works out to a specialist roofing subcontractor and employed a consultant Project Manager to oversee the works on their behalf. The roof suffered from persistent leaks, despite the subcontractor's attempts to make watertight repairs to a number of penetrations through the roof, where there were connections to various items of air conditioning plant on top of the roof. It had emerged that the specified roofing panels had not been used, but a similar product produced by a different manufacturer (with a slightly different profile) had been used instead. The London Borough's design team alleged that the installed roof should be removed and replaced with the specified roof in its entirety.

Our client was stuck in no-man's land, with a very large liability, as they had no knowledge of this unauthorised substitution and, when the subcontractor was questioned, they claimed that the Project Manager had authorised the substitution. He in turn denied this. It became apparent that there was a potentially very serious conflict of interest at the London Borough, who had both design responsibility for the scheme and were also given full control of the dispute by the school. Access was eventually agreed, and we instructed the expert to produce a report. The expert's conclusions detailed that whilst it was possible that the replacement product had increased the likelihood of problems with the roof, the specification and design of the roof were inherently flawed. He also made proposals for the repair, rather than replacement, of the roof and confirmed that the wholesale removal of the roof and replacement with the specified product would by no means guarantee that the roof would work properly (even though it would then meet the letter of the specification).

Following multi-party negotiations, it was agreed that the subcontractor would return to site and carry out the repairs to the roof at its own cost, whilst the London Borough agreed to accept repairs to the existing roof and to issue instructions for paid variations to the design of the plant and its steel supports (as well as finally agreeing the long outstanding final account).

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The team handling this case was headed by Chris Kirby Turner, Associate in Construction & Engineering.

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