

WITNESS STATEMENT

Criminal Procedure Rules, r27.2; Criminal Justice Act 1967, s.9; Magistrates' Courts Act 1980, s.5b

Statement of: CRAIG, SCOTT

Age if under 18: OVER 18 (if over 18 insert 'over 18')

Occupation: GENERAL MANAGER

This statement (consisting of 6 page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false, or do not believe to be true.

Signature: S CRAIG

Date: 28/09/2018

Tick if witness evidence is visually recorded ☐ (supply witness details on rear)

I am the General Manager for RGE Services Ltd, I am a nominated representative for RGE and I have authority to speak on their behalf.

I have previously made a statement to the Metropolitan Police Service (MPS) regarding RGE' involvement at Grenfell Tower London W11 1TG, and I signed that statement on 9th March 2018.

Subsequently, I have being approached and asked for clarification regarding certain specific points made in that initial statement. I would like to make clear and highlight that RGE Services ceased to work on any contracts at Grenfell Tower and or within any of the properties within the portfolio of Kensington & Chelsea Borough in 2014. RGE were not involved in the refurbishment works at Grenfell Tower or any subsequent maintenance work conducted at either Grenfell Tower or any buildings within RBKCTMO. RGE is a well-established company and it is fair for us to say that we are well respected within our industry. RGE prides itself on a high level of professionalism. We work mainly within the Public Sector and have been established as a limited company since January 1997. The industry in which we operate is highly competitive and we simply would not survive were it not for our high levels of service and professionalism.

RGE are accredited and or members of most if not all of the governing bodies associated with our field of expertise. Specific to the contract at Grenfell Tower, RGE are accredited with N.I.C.C.I.C National Inspection Council for Electrical Installation Contractors and members of B.A.F.E British Approvals for Fire Equipment. All of the systems which RGE design, install and or maintain meet British Standards relating to fire alarms in non-domestic premises.

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RGE have and continue to assist the MPS with the investigation and Public Inquiry into the dreadful events which took place at Grenfell Tower. As such I personally have provided a significant amount of time in providing the MPS with an account of our role at Grenfell Tower and RGE has supplied all digital data required. RGE however, would like to make clear that they are in no way suggesting wrong doing on the part of any other party involved in works, maintenance or provision of services to Grenfell Tower. RGE has being requested to respond to specific questions by the MPS and as a responsible company are willing to do so where we are able.

RGE were successful in bidding for works at KCTMO and as such we commenced work in 2009, the contract was due to run until March 2014, This is a standard way in which RGE work. RGE were successful in three bids for specific works which were; Electrical domestic & communal and Fire Alarm. The electrical contract included ECIR (Electrical Installation Condition Reports). Essentially our five year contract involved us inspecting electrical installations, reactive repairs and upgrades/maintenance. With regard to fire alarms we were responsible for installation, regular maintenance and break downs. RGE offers an emergency call out to clients for break downs.

To make clear our role it is important to understand that RGE do not make policy surrounding fire safety or risk etc. within a building. What happens is a Risk Assessor will draw up a risk assessment stipulating what is required to meet current legislation and RGE will work from that policy. RGE will make recommendations for example, if someone had a communal kitchen and put a toaster in it, we may very well suggest that a fire blanket might be required or an additional fire safety precaution may be needed. It is then for the client to make a decision as to whether or not they wish to do this.

This contract was a five year contract, RGE during the tender process would have stipulated our charges for works and would then invoice the client when works were carried out. This is a standard way in which RGE work within the public sector.

For this contract RGE had a sub-office within the footprint of Grenfell Tower which we rented from KCTMO, this included garages in which RGE stored equipment. This is not out of the ordinary, the contract we had with KCTMO included their entire property portfolio and as such it was good business practice to have operatives "on site". For example, if there were any practical issues with work which fell inside our remit then these issues could be resolved face to face without issue.

From the outset there was nothing of note or out of the ordinary regarding this contract. The fact that RGE' sub office was within the footprint of Grenfell Tower is coincidence and does not indicate that

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there was anything special about that particular building within the portfolio. RGE and the staff at KCTMO had what I would describe as a good working relationship.

KCTMO staff would often come direct to our office when they required works to be carried out or they would phone us. The contract ran smoothly without any memorable issues.

RGE and KCTMO would have meetings predominantly on a monthly basis and we also used a "drop box" system whereby, staff from RGE and KCTMO can access requests and or leave requests for work. This worked well and we had no particular issues with Grenfell Tower or any other building within the portfolio.

At some time in 2013 KCTMO changed their entire staff. Up until that time KCTMO had obviously had staff leave but nothing out of the ordinary. RGE were not made aware of the change in staff which took place in 2013 officially but found out more by word of mouth. I do not feel that this is necessarily an issue and would not expect a client to inform RGE of something like this however, the change in staff became an issue for the smooth running of the contract.

It did not appear to RGE that a hand over between the outgoing and incoming staff had taken place. This again, from our experience is unusual as an adequate handover assists with a continuation of the service with a minimum of disruption.

It appeared to RGE from recollection that the new staff had little technical knowledge and this impeded the day to day running of this contract. It did not appear that KCTMO had any technical support either however, they did recruit a technical advisor who RGE dealt with but this was mainly with regard to issues surrounding electrical work and didn't help with the day to day running of the contract.

I was moved to the sub-office at Grenfell Tower for a period of approximately 12 months to try and facilitate the running of this contract due to the on-going issues we were having. It is difficult to explain just how the lack of technical knowledge impacted but in essence, if I was explaining to the new staff that RGE recommended something needed doing, with a lack of technical understanding they were unable to make an informed decision about what we (RGE) were recommending whereas the previous staff could with a good understanding of the issue make an informed choice to have the work done or decide that it wasn't required.

The new staff at KCTMO also began going back retrospectively and disputing works RGE had already carried out under the old regime and querying who had authorised the work. I believe this was due to a lack of knowledge and understanding on their part. In the main, I dealt with two members of KCTMO staff, the Contract Administrator and Senior Contract Administrator.

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This also began to give rise to problems with payment on this contract. RGE sometimes has issue on a contract with late payments, but this will normally be for a specific reason maybe an issue with an accounting system or a member of staff will have left and forgotten to process an invoice. RGE will always endeavour to work with a client to resolve issues like this, we wouldn't just stop working until the invoice is paid but would ask why and work with the client to resolve the issue. With KCTMO the issue appeared random and haphazard, for example we would put an invoice in and it would get paid on time but an invoice which had been issued months before would go unpaid without explanation.

I tried to resolve the issue of payments and this culminated with me speaking to a Director at KCTMO. I attended and spoke with a Director, I laid out all of the issues and supporting documentation to try and resolve the situation which by now had become untenable as RGE were owed considerable monies by KCTMO. The result of this meeting was pretty much a shrug of the shoulders with no clear resolution or explanation.

RGE were left with no recourse other than adjudication. This was something which we would have liked to avoid and we would have preferred to have resolved this directly with KCTMO but this wasn't possible. I cannot recall if RGE had begun the process of adjudication before or after the meeting which I mention. The adjudication works by KCTMO selecting an adjudicator from a list and then both parties present their side and an independent decision is made regarding the issues at hand. RGE were successful in the adjudication and KCTMO subsequently honoured the monies owed and were required to provide interest to RGE.

When a contract within our industry is due to end it will normally go out to tender, this will be a public tender open to all to bid for and will normally happen between 9 and 12 months before the current contract is due to end. RGE never became aware of this process happening on this contract but we would like to make clear that we were not actively looking for the tender. Due to the on-going difficulties on the contract we were not looking to re-tender or extend our work with KCTMO, as such it is not of note that RGE were not aware of the new tender process.

What did strike RGE as unusual was that our contract was terminated one week before the full five year term had run and the way in which this took place, KCTMO delivered a letter to the registered office of RGE shortly before the contract was to end and as such RGE ceased all further works on this contract.

The reason that RGE consider this to be unusual is because in the first instance, I have never left a contract on bad terms and to my knowledge neither have RGE. Quite often when a contract comes to an end, if RGE are not successful in the new tender we will still work with the incoming contractor to

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facilitate a smooth transition. Further to this, it seemed unusual that KCTMO would deliver the correspondence to our registered offices rather than deliver the correspondence to our sub-office at Grenfell Tower or our working office, both of which they had attended on multiple occasions.

On some contracts we (RGE) have been requested by the new incumbent contractor to remain on site and we would normally accommodate this request and simply invoice the new contractor for works rather than just leave the contract in difficulty. This we (RGE) believe is good practice and professional. In particular regard to our contract with KCTMO, RGE left the contract when our services were terminated and have no knowledge as to who took over. RGE did not have the opportunity to facilitate a hand over of any kind.

This may sound as if RGE are disgruntled and this is not the case. It is simply that RGE during its working history of twenty plus years has not encountered problems to this degree. RGE prides itself on its professional approach to its contracts and its dealings with their clients. In this instance RGE has being requested by the MPS to provide an account of its dealings with KCTMO and we have endeavoured to do so in a transparent and accurate manner. RGE would like to highlight that this statement relates to events which took place some considerable time ago and as such, it is difficult to recall or comment on specific incidents.

RGE would also like to highlight that we can only reflect our experience of events and are not in a position to comment or speculate on the experience of KCTMO in relation to its dealings with RGE. In making this statement I have responded to very specific questions asked by the MPS and these are contained in a document presented to me by Police Constable Emma WEST and I understand that they are her exhibit EKW/20 reference Z13333774. Some of the questions I will address specifically;

Regarding Change of Staff @ KCTMO

Q — Did you feel that their lack of technical knowledge presented any specific concerns regarding health & safety and or best practice/standard operational procedures? If so, did you attempt to raise these issues with staff @ KCTMO?

RGE feel this is a slightly loaded question and do not feel that they are best placed to comment on the general health & safety responsibilities of KCTMO and we do not wish to attribute blame to any individual. I would however suggest that common sense would dictate that if you are receiving and reviewing multiple certificates relating to these issues and you have a lack of technical knowledge, are you adequately able to know what you are looking at?. That said KCTMO did have a technical advisor in relation to electrical works who we had dealings with.

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Q — In your initial statement you mention that the contract you held with Kensington & Chelsea was a term contract consisting of 3 specific areas, those being electrical domestic, electrical communal & fire contracts, including EICR. Are you able to provide a schedule of the maintenance and work that RGE was responsible for?

Q — Can you provide the original tender for the contract?

Q — Can you detail the works/maintenance RGE were responsible for specific to Grenfell Tower and highlight how these responsibilities were affected by the change in staff @ KCTMO?

With regard to the above three questions, this information will be contained on the digital data that RGE have provided to the MPS.

Q — You mention that RGE operate ‘from the assessment reports drawn up for each individual building and sometimes make recommendations because of your duty of care and that any recommendations are documented’ did RGE make any specific recommendations regarding Grenfell Tower?

Again, this information should be contained on the digital data provided to the MPS. I would also suggest that the assessment reports and any recommendations RGE made to KCTMO would be available from KCTMO.

Q — Were RGE responsible for or have any knowledge of the AOV system which formed part of the fire safety risk controls as a smoke management system within Grenfell Tower? Or did RGE have any knowledge regarding this?

I have checked our records and can find no indication that RGE had any responsibility regarding the AOV system.

During this statement, I have made reference to the staff at KCTMO who I dealt with. I have provided their job titles but am reluctant to provide their names as this places RGE in an untenable position. RGE are willing to assist the MPS and the inquiry however and have already provided our digital data to assist. We do not feel that it is for us to identify individual persons as part of the investigation.

Contained within document EKW/20 is also a request to identify any RGE staff members who had specific interaction with members of KCTMO and may be able to provide an account of those interactions. RGE do not feel that this would be of assistance, the issues RGE had on this contract were at management level and individual staff of RGE would and did continue to conduct their duties under the terms of the original contract. Given that individual staff members worked across a large portfolio of buildings between 2009 and 2014 it is also unreasonable to expect them to have accurate recollections of their work during that time period.

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