

IN A MATTER CONCERNING THE GRENFELL TOWER INQUIRY

ADDITIONAL WITNESS STATEMENT OF MICHAEL FALLIS-TAYLOR

I make this statement to the Grenfell Tower Inquiry in response to a written request for evidence dated 19th November 2020 and further to my previous statement to the Inquiry dated 18th November 2019.

As was the case for my previous statement, the information contained in this statement and given in response to the Inquiry's questions has been obtained for me by a number of different individuals that have worked for the business at either this time or previously. I do not have first-hand, direct knowledge of all of the answers given in this statement and I have relied on facts and matters both told to me and recorded previously to compile this statement. I confirm, however, that the facts contained in this statement are accurate to the best of my knowledge and belief and I make a Rule 9 statement to the Inquiry on this basis.

To make this statement as clear and helpful as possible to the Inquiry, I repeat below the comments and questions contained in the request for evidence dated 19th November 2020 **(in bold type and using the Inquiry's numbering)**, before responding to them (in standard type).

1. **With reference to the Planned Preventative Maintenance Contract between TMO and PDERS, before the start of the contract, or at the start of the contract, did PDERS receive any information as to whether the lifts at Grenfell Tower were fireman's lifts, firefighting lifts, or any other type of lift? If so, what information, when and by whom was it provided?**

As per my statement dated 18th November 2019, I believe that PDERS would have received a copy of the Service Information and Preambles from TMO as part of the tender process, which included a 20-page Schedule of Lift Installations. This Schedule provided

basic details of the lifts at Grenfell Tower but it did not provide information as to whether the lifts were fireman's lifts, firefighting lifts or any other type of lift by reference to firefighting characteristics. I am not aware of PDERS receiving any information before or at the start of the contract as to whether the lifts were fireman's lifts, firefighting lifts or any other type of lift by reference to firefighting characteristics.

Initial Survey

2. **Please consider Exhibit MFT/4, page 29. Section 780 of the contract states:**

“Condition and asset reports

The Contractor shall provide a report within the first six months of the contract detailing the condition of each lift, along with a complete asset list that includes each major component/piece of equipment of each lift.

The report shall also contain any recommendations for remedial works.

The Contractor shall provide a report within the first six months of the contract listing hard-to-source equipment and spare parts.

The list shall include recommended quantities and costs.”

In my copy of Exhibit MFT/4, this wording appears in the Preliminaries to the Service Information and Preambles, at internal page number 1/25.

3. **To comply with section 780, was a report produced for Grenfell Tower, or which referred to Grenfell Tower, describing the condition of the lifts, a complete asset list, and any recommendations for remedial work?**

I am not aware of any evidence to suggest that such a condition and asset report was produced for the Grenfell Tower lifts, unless TMO considered the monthly service visit reports to fulfil this requirement (see below). I have not been able to trace the full, executed copy of the contract between TMO and PDERS, but assuming the April 2012 version of the Service Information and Preambles that we have was the version that formed part of the contract between TMO and PDERS in February 2014 then it does seem as though an initial condition and asset report should have been produced for each lift. If so, I cannot explain why this was not done. As part of the tender process for some of our current contracts, but not the majority, customers have invited us to carry out an initial pre-contract condition survey so that we and they have a better idea of the condition of lifts that are part of their estate. For some other contracts, a “dilapidation” period is specifically agreed and built into the arrangements. During this period, which would

normally span the first few months of the contract, we are given the opportunity to carry out a detailed condition survey of all lifts and to report this back to the customer. This can help to gauge realistic annual maintenance costs for the contract going forward and is typically built into the pricing of the contract. In my experience, I have never known a customer in either of these scenarios to ask PDERS to assess and report on the suitability of the lifts, including the firefighting characteristics. For most of our contracts, particularly those covering a large number of lifts, we and other lift maintenance contractors are asked to tender on what is known as a “sold as seen” basis, i.e. on the basis of the information the customer chooses to give us about their lifts during tender rather than inviting us to carry out a pre-contract survey of all their lifts. Although the section of the Preliminaries to the Service Information and Preambles quoted above suggests otherwise, I do wonder if TMO ever in fact intended PDERS to provide a specific condition and asset report. I am not aware of any evidence that TMO subsequently asked for this to be done, or queried why it had not been, and I cannot find any mention of a survey requirement in the Service Information which provides a detailed description of the work that TMO expected to be done, but if it was indeed a contractual requirement then it should have been done. Of course, the first and all subsequent monthly service visit reports were provided to TMO, which did indeed provide an up to date account of each of the lifts' condition and any recommendations for remedial works. They did not, however, contain an asset list. I suppose it is possible that TMO were satisfied with the level of information contained in the monthly reports and no longer considered a broader asset report necessary, but I have been unable to find out whether that was the case.

4. If yes, please produce the report.

See 3 above.

5. If no, please explain why.

See 3 above.

6. Was there an initial survey in order to produce the condition report?

See 3 above.

7. **If so, when and by whom was any initial survey carried out?**

See 3 above.

8. **Did the condition report include a description of the firefighting characteristics of the lift?**

See 3 above.

9. **Should the initial survey have been carried out by a senior member of staff e.g. a senior technical surveyor?**

Any such initial survey of each lift could in my view be carried out by the lift engineer assigned to the relevant area of the contract. All our engineers are skilled and experienced professionals, with the equivalent of at least NVQ Level 3 qualification. Across our industry, my understanding is that it would not be normal for a senior member of staff, e.g. a senior technical surveyor, to carry out such survey.

10. **Should the initial survey have included a record of the firefighting characteristics of the lift?**

It would not be normal for an initial survey to include a record of the firefighting characteristics of the lift.

11. **Should the condition report for TMO have identified whether the lift was a firefighting lift or not?**

It would not be normal for a condition report to identify whether the lift was a firefighting lift or not.

12. **Assuming Grenfell Tower required a firefighting lift and the senior member of staff observed that it did not have such a lift, should that member of staff have included those observations in their report to TMO?**

If TMO had informed PDERS that their expectation was that the Grenfell Tower lifts were or should be firefighting lifts and that they would like PDERS to check this, then PDERS would have done so.

13. **Paragraph 479 of Roger Howkins' report states: *"I would have then also expected a senior technical surveyor employed by PDERS to visit Grenfell Tower and to complete a full survey of the lifts. This would have included looking at the firefighting features of the lifts. If the lifts did not comply with the requirements of a full firefighting lift, I would have expected the senior technical surveyor to have recorded this and reported this to TMO. Therefore, as part of the initial survey I would have expected PDERS to have noted whether the lifts were full firefighting lifts and, if they were not, to have informed TMO."***
14. **Do you agree with Roger Howkins' comments at paragraph 479 of his report? If not, please explain why.**

Looking at Mr Howkins' report, he seems to suggest (just before the section quoted above) that any expectation that PDERS would inform TMO that the lifts were not firefighting lifts would rely on PDERS first being told by TMO that they considered the lifts to be firefighting lifts. As per 12 above, I would agree with Mr Howkins that if PDERS had been told by TMO that they considered the lifts to be firefighting lifts then PDERS could have checked this and reported back to them. It should be noted, however, that TMO contracted with PDERS to provide a lift maintenance and repair service. As I understand it from Mr Howkins' report, TMO had contracted with a number of other organisations to provide it with lift consultancy/expert services, lift refurbishment/enhancement services, construction consultancy services, and design and build services, and the primary and natural resource and responsibility to consider and advise upon issues relating to design/firefighting standards sat within those organisations.

15. **The LEIA Code of Practice entitled *'Maintenance requirement for lifts, lifting platforms, escalators and moving walks'* is dated 13 May 2013. It had been published before the start of PDERS' contract with TMO, and PDERS is a member of LEIA. In particular, at Annex A entitled *'First inspection visit'* the Code of Practice states: *"In an ideal situation before an item of plant is taken onto a maintenance agreement the proposed maintainer should inspect the item of plant to be maintained to determine their condition and the frequency of maintenance or amount of repairs work that would be required to get the plant to a safe condition..."***

It goes on to state: *"The condition report may result in the need for the responsible*

person to place an order for corrective works to be undertaken. In such situations it will assist the responsible person if they know what is vital or critical as against desirable.”

An example checklist is then set out at Annex A. At the end of that checklist it states:
“Identification and check of any operation in the event of fire: - no special operation - recall to floor(s) – fireman’s lift to BS 2655 - firefighting lift to BS 5588-5 - firefighters’ lift to BS EN 81-72”

- a. Are you familiar with this document?**
- b. As a member of the organisation, did PDERS accept the LEIA guidance to represent good industry practice?**
- c. Would you expect the engineers and/or supervisors involved with the Grenfell Tower contract at its commencement to have been aware of it?**

PDERS is familiar with the LEIA Code of Practice. I am not an expert in the guidance, or some of the specific matters to which it relates, and I would defer to others in the business about that. As a member of LEIA, PDERS did and does accept that the LEIA guidance represents good, and in some respects best, industry practice. PDERS would have not have expected all our engineers and supervisors to have been aware of its existence in 2014, when PDERS took over the TMO's lift maintenance contract, but they would have been expected to work to PDERS' procedures which factored in or mirrored significant elements of the guidance. I think it is important here to understand some of the context within which the LEIA guidance sits. That context is referenced in parts of the guidance itself. For example, in the Foreword to the guidance it is said that if the guidance is appended to a service agreement then it will place expectations on the contractor and the customer. So, subject to clients' specific wishes and requirements, while PDERS would have sought to work in general accordance with the guidance, if it was not incorporated into the contract then every particular item, suggestion or option referred to in the guidance would not necessarily have been in play or acted upon. As mentioned in the guidance, were it incorporated into a contract then it would also place certain expectations on the customer. For example, to provide the contractor with original technical information of the plant and to carry out its own daily checks. I do not believe the LEIA guidance was incorporated into the contract between TMO and PDERS.

16. **Did PDERS read the LEIA guidance as requiring, as part of the initial inspection, the contractor to confirm the type of lift which was being inspected? If not, why not?**

PDERS reads the guidance as initially referring to "an ideal situation" in which a new contractor is invited to inspect a lift before it is taken onto a maintenance agreement, i.e. not every situation and not the situation TMO and PDERS were in in 2013/2014. The guidance goes on, "In some instances such as tendering bulk agreement pre inspection is not always possible" and suggests that in such instances, which seems to fit the TMO/PDERS situation, "an initial inspection should be made within 4 months of securing the agreement or at the first scheduled maintenance visit and a report of condition issued to the responsible person." While the example checklist at Annex A to the guidance refers to the potential to identify a lift's mode of operation in the event of fire, the guidance mentions that "companies may wish to add or customise it in some manner" according to relevant needs. The guidance also indicates more generally that the purpose of the initial inspection is to determine condition and maintenance or repairs required "to get the plant to a safe condition." PDERS believes that this purpose was met in the case of the lifts at Grenfell Tower by the first service visits on 26th February 2014 and the resultant service reports which were provided to TMO, and on an ongoing basis after that by subsequent service visit (and repair visit) reporting. Finally, the statement within the introduction to the LEIA guidance that it "recommends best practices", and that if parties wish it be a contractual requirement then they can specifically incorporate it, leads PDERS to believe that the LEIA guidance did and does not require the contractor to confirm the type of lift/mode of operation in the event of fire.

17. **Before or at the start of the contract, did PDERS inform the TMO that the installed lift was (a) not a firefighting lift and (b) that tall residential buildings ought to have a firefighting lift installed? If so, when and by whom; if not, why not?**

I am not aware of any evidence to this effect. Please see 14 above regarding PDERS and Mr Howkins' views as to why TMO were not told that the Grenfell Tower lifts were not firefighting lifts.

18. **Paragraph 4.3.1 of the LEIA document entitled 'Changes to relevant standards'**

which states: “The maintenance contractor should inform the responsible person in writing of relevant changes to safety standards relevant to existing installations e.g. BS EN 81-80, BS EN 115-2, BS 7255, BS 7801.”

Do you agree that, during the term of the contract, PDERS was required by this guidance to inform the TMO in writing of any changes to relevant standards, including firefighting lift standards?

As mentioned at 15 and 16 above, the LEIA guidance recommends "best practices", which are by necessity subject to different scenarios and different clients' requirements. As such, the LEIA guidance did not and does not "require" clients and contractors to do anything, unless of course they both agree that it should be given formal, contractual force. So the LEIA guidance did not require PDERS to inform TMO in writing of any changes to relevant standards, including firefighting lift standards. That said, in line with the guidance PDERS would have looked to inform TMO and other customers of any "relevant changes to safety standards relevant to existing installations", if there were any. In this respect, PDERS would consider changes relevant if they were of direct retrospective effect to existing lifts, i.e. if the changes required immediate or upcoming alterations to the lifts that PDERS were contracted to maintain.

19. **In addition to informing TMO of changes to relevant standards, should PDERS have explained whether the lift installations complied with the new standards or not?**

See 18 above.

Lift maintenance reports

Lift H090

20. **Please consider Exhibit MFT/6.**
21. **The first report is dated 5 January 2017 followed by the next report, dated 18 January 2017. Please explain why the period between the two service visits was 13 days.**

My copy of Exhibit MFT/6 begins with a copy of a PDERS Engineer Service Report for Lift H090 dated 26th February 2014. The report visits for January 2017 appear later in Exhibit MFT/6. I cannot be sure after all this time why the period between these two service visits was 13 days. As per PDERS Engineer David Smalley's witness statement to the Inquiry dated 1st October 2019, these visits may have been carried out within two weeks of each other because the visits in December 2016 were used to carry out annual LG1 tests rather than a full service visit. An "extra" service visit might then have been scheduled for January to make sure that the lifts would each receive 12 visits a year. If this was the case then I note that a full service visit was carried out to each lift on 30th November 2016, the next on 5th January 2017, and the next on 18th January 2017.

22. **The 'Observations' section of the reports dated 5 January 2017, 18 January 2017, 20 February 2017, and 8 March 2017 appear to be identical to each other. Please explain why.**

Around this time I believe other work was going on in the building which generated dust and debris in and around the lift shaft. Whatever observations and recommended work items were noted and repeated in the reports between January and March 2017 were likely to be either waiting for client instruction to proceed or were waiting on the building work to finish before they could be done. If there was no instruction to do the work between visits then the recommendation would carry over onto the next report. I understand that a complete clean down of the lift shaft took place in February 2017, which may have coincided with the end of some of the building work. More generally, the fact that particular work had not yet been instructed would mean that it might stay on reports for a period of time. Also, the electronic PDA devices and system used in 2017 were designed to make it easier and more effective for PDERS and its engineers to record and keep track of the condition of and any defects in the lifts being serviced. If the engineers came across the same issue on successive service visits, they would see that from the electronic record of the previous visit and they could import that same description or wording rather than having to spend time entering the same issue from scratch.

23. **The third report is dated 20 February 2017, but the date of the visit was 30 November 2016. Please explain why the report was issued three months after the visit.**

Again, I cannot be sure of the answer. However, as per David Smalley's witness statement to the Inquiry dated 1st October 2019, it is possible that the relevant electronic job record was initially not correctly closed via his PDA and that the report was only dated when this was cleared.

24. **The fifth report is dated 20 March 2017 but the visit took place on 11 February 2017. Please explain why the report was issued over one month after the visit.**

I do not know why the date of this report is over a month after the service visit took place. The explanation may be as per 23 above.

25. **The Observations section of the reports dated 27 April 2017 and 31 May 2017 are identical to each other. Please explain why.**

Please see 22 above for the likely reason.

Lift H091

26. **Please consider the equivalent reports for Lift H091. Please explain why most of the reports are identical to each other or contain some of the same text with some removed.**

Please see 22 above.

27. **Following the last visit, on 9 May 2017, when would the next lift maintenance visit have been due?**

I have not been able to find a record of the date on which the next monthly service visit was scheduled to take place but it would have been arranged around the engineer's availability for a date sometime in June 2017.

Fire control switch

28. **You state at paragraph 25 of the Witness Statement that engineers were *“trained and instructed to and did undertake this test”*. In this respect:**

- a. **Set out how/when/by whom engineers were ‘trained and instructed’ to test the fire control switches;**

- b. Exhibit any relevant training materials or instructions;**
- c. In the absence of any reference to fire control switch testing within the service visit reports, how is PDERS able to ascertain now that engineers “did undertake this test”?**

My understanding is that all PDERS engineers were trained as part of their NVQ (or earlier equivalent) training to check a variety of lock release mechanisms and the Fire Control Switch was one of these. I believe the specific NVQ training module is “ENM3/046 – Checking Lift Function”. While there was no specific reference on the Service Visit Reports to a Fire Control Switch, I am satisfied that our engineers did undertake a test of the Fire Control Switch each time they carried out a service visit to the Grenfell Tower lifts because they are skilled and experienced professionals who have since confirmed to PDERS that they did so. They have also signed statements to this effect which have been submitted to the Inquiry.

Issue with service

29. **During the period between January and June 2017, was PDERS able fully to perform the terms of the contract with TMO in relation to:**
- a. the quality of inspections?**
 - b. the frequency of inspections?**
 - c. the production of inspection reports?**
 - d. addressing and responding to responsive repair requests.**

Some issues will always arise at certain times on all major lift maintenance contracts. Often those issues relate to communication and processes between customer and contractor. As far as I am aware, PDERS' staff and management always did their best to understand and address any issues raised on the TMO contract and I am not aware of PDERS having failed to perform the terms of that contract in relation to the quality, frequency or reporting of service visits/inspections, or in relation to responsive repair requests.

30. **Were issues ever raised by TMO or residents regarding the quality of maintenance?**

There were regular meetings between the TMO and PDERS, the purpose of which was to share information, to discuss any issues arising, to explore them and to agree how to resolve them. These meetings, which take place on all major lift maintenance contracts, are therefore an opportunity for the customer to challenge the contractor if they consider it necessary and for the contractor to respond positively to any such challenge. The two documents referred to below suggest that on occasion the TMO did raise concerns about aspects of maintenance, and that these concerns were addressed by PDERS.

31. **Please consider {MET00037641}. This document suggests that there were delays in obtaining replacement parts for Grenfell Tower. Was this the case and what was the cause of the delays?**

This document, which is undated and headed "Directors Meeting Task List", suggests that TMO asked PDERS to investigate a single delay in obtaining replacement parts for "Grenfield Tower" (presumably Grenfell Tower). I do not know if there was in fact a delay or the cause of it, but I can see from the document that PDERS' managers, Messrs Watkins and Edwards, agreed to investigate and to provide TMO with a report, and that they prepared what was described as an "EVENT SHEET for Grenfell Tower" to satisfy this request. I also see from the document that two general issues raised by TMO were addressed by PDERS by correcting what appear to have been misunderstandings and encouraging better communication and process between TMO and PDERS.

32. **Please consider {MET00039497}. The notes at 2.0 indicate that service reports were not being adequately completed. Was this the case at Grenfell Tower, in the period before the fire in 2017?**

This document, which is headed "Minutes for PDERS meeting" and dated 6th April 2017, appears to record at Item 2.0 general comments from Patrick Barrett, TMO's Contracts Manager, to the effect that he thought engineers might be not have been be providing as much information as he thought adequate in service visit reports regarding lift condition. I do not know the detail of Mr Barrett's concern and I am not aware of any evidence to suggest that this related to the lifts at Grenfell Tower.

33. **The notes at 3.0 indicate that there were problems with PDERS following-up the recommendations of insurance inspections. To what extent was that**

a problem?

I am not aware to what extent this was or was not a problem. I am not aware of any evidence indicating that this was an issue that related to the lifts at Grenfell Tower. I can see from the document that PDERS Field Service Manager, David Watkins, was receiving information from TMO and was agreeing to respond to TMO in the way and in the format the TMO was requesting.

34. **The notes at 4.0 indicate that (a) achievement of KPIs was very poor and (b) there were insufficient engineers allocated to work on the contract. Was that the case?**

I am not aware if PDERS' achievement of KPIs was very poor for the previous month, as Mr Barrett is recorded as saying in the document. I note that Mr Barrett is also recorded as saying that the stats suggested that the out of hours calls were not hitting target times, and that the issue of breakdown calls seems to have been addressed in the Directors Meeting Task List document mentioned above, through a combination of review, action and improved communication and process between TMO and PDERS. In terms of the number of engineers allocated to work on the contract, I see from the document that Mr Watkins was recorded as saying that the number of engineers had been increased. I am not aware if it was ever suggested at any stage that there were insufficient engineers. I am not aware of any evidence indicating that these points related to the lifts at Grenfell Tower.

35. **Overall, were any other problems with the service provided by PDERS to TMO in 2017? If so, please explain in detail the nature of those problems and the steps taken to address these concerns.**

I am not aware of significant service issues in 2017.

Supervision

36. **Please explain the policy and procedures governing the supervision of lift engineers at PDERS.**

In 2017, PDERS engineers reported into a Field Service Manager. It was part of the Field Service Manager's role to provide the engineers with support and to carry out a detailed

audit of their activities on site every 3-6 months. The audit covered health and safety aspects of the engineers' work, for example to check that they had isolated a lift before working on it, but it also involved a more general review of all aspects of the engineers' work on site (including work quality). If engineers ever had particular technical queries then they were instructed to reach out to PDERS' technical team, over the phone in the first instance. If the technical team could not resolve the query over the phone then they would arrange to meet the engineer on site/in person.

37. **Mark Wallis states at paragraph 28 of his statement that every 4 months either Dave Watkins or Philip Edwards would accompany him on visits. Please explain what supervision by a senior colleague would involve in practice.**

Please see 36 above.

38. **What record was kept of the supervised visit?**

I understand that in 2017 these visits would be written up by the auditor on a form which was part of a hard copy pad and that the "scores" on the form were transferred to an electronic spreadsheet that was kept and maintained locally, i.e. by the Field Service Manager. A search has been made within PDERS for the completed forms and the spreadsheet/s from 2017 but they have not been found. From 2019 onwards, an online competency assessment was introduced which required the manager to register their direct reports on a learning pathway dependant on their competency status, which was benchmarked against the requirements of BS7255. An option to complete the audit report on a survey app tool has also been introduced which tracks the completion of the audit and also provides a trail in the app portal of any non-compliance identified and corrective actions completed. Later this year, the intention is to make the app the only way that these audit can be provided, so that the business has a single, consistent way of recording and monitoring audit plan versus completion, audit scores and corrective action plan close outs.

39. **If the supervisor on a maintenance visit had a concern about an engineer's testing/inspection activities, would you expect any written record to have been produced documenting this?**

If there were concerns of this nature the supervisor would normally discuss them with the engineer in the first instance. If they were serious then they would have been recorded in writing and if they could not be easily resolved then the process was that the engineer would be placed on a formal performance improvement plan. As far as I am aware there were no concerns raised about the engineers who worked on the lifts at Grenfell Tower, Anthony Smart, Mark Wallis and David Smalley.

40. **Is there a record of Philip Edwards' supervised visit with Mark Wallis?**

See 38 above.

41. **In relation to Mark Wallis, were any concerns ever raised about the standard of his testing/inspection of lifts, whether by those who supervised him or otherwise?**

Please see 39 above. I am not aware of any such concerns being raised.

The contents of this statement are true to the best of my knowledge and belief. I am content for this statement to form part of the evidence before the Inquiry and to be published on the Inquiry's website.

Signed: 

Michael Fallis-Taylor

Dated: 12/1/2021 _____
