

IN THE MATTER OF THE INQUIRIES ACT 2005

AND IN THE MATTER OF THE INQUIRY RULES 2006

THE GRENFELL TOWER INQUIRY

POSITION STATEMENT OF STUDIO E

1. INTRODUCTION

1.1 The two entities relevant to this Position Statement are:

1.1.1 Studio E Architects Limited (**SEAL**); and

1.1.2 Studio E LLP (**SELLP**).

(referred to collectively in this Position Statement as '**Studio E**')

1.2 SELLP initially provided architectural services with regard to the refurbishment of Grenfell Tower that took place during the period 2011-2016 (the **Refurbishment Works**). Due to financial problems unconnected with the Refurbishment Works SELLP was wound up in 2014<sup>1</sup> and SEAL provided the services with regard to the Refurbishment Works.

1.3 This is the Position Statement of Studio E in accordance with the request of the Inquiry dated 2 January 2018. As requested, this Position Statement is intended to:

1.3.1 Describe the nature of Studio E's involvement in the Refurbishment Works;

1.3.2 Identify the parties with whom Studio E entered into relationships in order to carry out its role, describing the purpose of those relationships; and

1.3.3 Identify the key documents relevant to those relationships.

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<sup>1</sup> SELLP was dissolved on 6 December 2016.

- 1.4 This document is descriptive of Studio E's involvement only. It is intended to assist parties to the Inquiry to obtain a better overall understanding of the role played by Studio E in the Refurbishment Works. As such, it is necessarily a high-level summary of Studio E's position. Studio E's full position is subject to, and determined by, all the evidence in the Inquiry, including documentary, witness and expert evidence. Studio E will refer to such evidence at the appropriate time to fully address its role and scope of involvement.
- 1.5 The Refurbishment Works involved a number of entities. To assist the Inquiry's overall understanding of the Refurbishment Works this Position Statement focuses on those parties that Studio E considers to be of relevance to the completion of the Refurbishment Works only. As identified below, Studio E's relationship with many of these entities was not contractual, and, save to the extent identified below, Studio E has not seen the appointments governing the interrelationship of those other entities. As such, this Position Statement is based on Studio E's understanding of those relationships, and is accurate to the best of its knowledge and belief.

## 2. NATURE OF STUDIO E INVOLVEMENT

- 2.1 Studio E was the architect for the Refurbishment Works.

## 3. RELATIONSHIPS

- 3.1 Studio E's involvement in the Refurbishment Works can be considered in two phases:

3.1.1 **Phase 1:** SELLP was appointed by the Kensington and Chelsea Tenant Management Organisation (**KCTMO**) to provide architectural services to assist the KCTMO to develop its project brief into a scheme with sufficient information that could be put out to tender for a design and build contractor to complete the Refurbishment Works. Phase 1 covered the period December 2011 to in or around Summer 2014.

3.1.2 **Phase 2:** SELLP, and then subsequently SEAL, was appointed by Rydon Maintenance Limited (**Rydon**) to provide architectural services through the construction of the Refurbishment Works. Phase 2 covers the period from in or around April 2014 to July 2016.

### Phase 1: Relationships

- 3.2 SELLP was appointed by the KCTMO to provide architectural services.

3.3 SELLP appointed the following sub-consultants:

3.3.1 Matthew Wigan Associates to provide Landscape Architectural services; and

3.3.2 David Bonnett Associates to provide Access Consultancy services

3.4 For the purpose of providing its architectural services during Phase 1 SELLP had direct interaction, to a greater or lesser extent, with the following entities:

3.4.1 Artelia UK (previously Appleyards) (**Artelia**), appointed by the KCTMO, as CDM Coordinator, Employer's Agent, Project Manager and Quantity Surveyor;

3.4.2 Max Fordham LLP, appointed by the KCTMO, as the Building Services Engineer;

3.4.3 Curtins LLP, appointed by the KCTMO, as the Structural Engineer;

3.4.4 Exova Warringtonfire, appointed by the KCTMO, as Fire Consultant;

3.4.5 Jane Simpson Access Ltd, appointed by the KCTMO, to provide Access Consultancy services;

3.4.6 Churchman Landscape Architects Limited, appointed by the KCTMO, to provide Landscape Architectural services; and

3.4.7 IBI Group / Taylor Young, appointed by the KCTMO, as Planning Consultant.

#### Phase 2: Relationships

3.5 SELLP, and then subsequently SEAL, was appointed by Rydon to provide architectural services.

3.6 SEAL entered a collateral warranty with the KCTMO and Rydon with regard to the services it was providing to Rydon in Phase 2.

3.7 Neither SELLP nor SEAL appointed any sub-consultants in Phase 2.

3.8 For the purpose of providing its architectural services during Phase 2 SEAL had direct interaction, to a greater or lesser extent, with the following other entities:

3.8.1 All the entities listed at paragraph 3.4 above. Studio E understands that these entities remained appointed by the KCTMO, save that we understand there was an intention to novate the appointment of Curtins to Rydon, and that Artelia was

appointed as the Contract Administrator under the Building Contract between Rydon and the KCMTO;

3.8.2 RJ Electric Solutions Limited, appointed by Rydon as electrical sub-contractor;

3.8.3 PSB UK Ltd / Witt UK Group, appointed by Rydon as ventilation sub-contractor;

3.8.4 Harley Facades Limited, appointed by Rydon as the cladding design and build sub-contractor;

3.8.5 JS Wright & Co. Limited, appointed by Rydon as the services sub-contractor;

3.8.6 Silcock Dawson & Partners Ltd, appointed by the KCTMO as the mechanical and electrical clerk of works;

3.8.7 John Rowan and Partners, appointed by the KCTMO as the clerk of works; and

3.8.8 Kensington and Chelsea Borough Council, Building Control.

3.9 Studio E has appointments for SEAL and SELLP, and its sub-consultants.

#### 4. **KEY DOCUMENTS**

4.1 The key documents relating to the relationships identified in this Position Statement:

4.1.1 The unsigned RIBA Standard Conditions of Appointment, and appendices, sent to the KCTMO by SELLP on 11 November 2013;

4.1.2 The appointment between Rydon and SEAL dated 3 February 2016; and

4.1.3 The undated Collateral Warranty between SEAL, the KCTMO and Rydon.

4.2 Studio E has previously provided these documents to the Inquiry. Further copies can be provided on request.

#### 5. **SUMMARY**

5.1 This Position Statement provides a description of Studio E's role and relationships relevant to the Refurbishment Works. Studio E will fully cooperate with the Inquiry should it require any further information or clarifications on the facts and matters set out herein.

Dated: 9 February 2018