Thursday, 16 July 2020

SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to today's hearing. Today we're going to begin hearing evidence from witnesses from Rydon.

Is that right, Mr Millett?

MR MILLETT: Mr Chairman, yes, it is, thank you, and good morning. Good morning, Madam Panel Member.

I now call Mr Simon Lawrence, please.

MR SIMON LAWRENCE (affirmed)

Questions from COUNSEL TO THE INQUIRY

A. Good morning.

Q. Can I start by thanking you very much for attending at this public inquiry to give your evidence. We are very grateful to you.

A. Okay.

Q. There is also with it an index, [IDX0160]. There is no need to pull that up, but I just want to read that into the record. That is an index of all the documents to which Mr Young refers in that statement. I wanted to read it in so that it's formally in the public domain.

Can I also show you, please, the second company statement, [RYD00094310]. This is dated 15 March 2019, also signed by Mr Nick Young of DAC Beachcroft, solicitors for Rydon the company, on 23 November 2018.

First, can I ask you: have you read this witness statement?

A. I have.

Q. Did you contribute to its being compiled?

A. No.

Q. Can you confirm that its contents are true?

A. They are true, yes.

Q. Now, there are another pair of statements made by Rydon, the company. First of all, can I please ask you to be shown [RYD00094236]. This is a long witness statement signed under a statement of truth by Mr Nick Young of DAC Beachcroft, solicitors for Rydon the company, on 23 November 2018.

Q. Thank you.

A. Correct.

Q. It also has an index at [IDX0249]. No need to pull that up. Again, I just read that out into the record so that it's there formally for people to see.

Now, Mr Lawrence, can I then ask you some questions about your background, please.

Q. You tell us in your statement, and it's for the record paragraph 5 [RYD00094220], that you studied welding and fabrication at college before you joined Rydon in October 2004; is that correct?

A. Yeah, many years before that, but yes.

Q. Yes, and you joined Rydon in 2004 as an assistant site manager.

A. Correct.

Q. I think you became a site manager at Rydon in 2007; yes?

A. Sounds correct, yes.

Q. You were promoted to project manager in 2011.

A. Correct.

Q. Again you were promoted to contracts manager in April 2014.

A. Correct.

Q. I think you left Rydon's employment on 23 October 2015; is that right?

A. I have, yes.

Q. Can you confirm that its contents are true?

A. They are true, yes.

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Q. Thank you.

A. Correct.

Q. Did you contribute to its being compiled?

A. No.

Q. Can you confirm that its contents are true?

A. They are true, yes.
Q. Yes.

Now, during all of that time, you worked, I think, on refurbishment projects for occupied buildings; is that right?

A. That’s correct, yeah.

Q. After you started at Rydon in 2004, am I right that you obtained a Chartered Institute of Building level 4 certificate in site management?

A. Yeah, the certificate and diploma, yes, correct.

Q. And a diploma in site management?

A. Yeah.

Q. Are they one and the same?

A. Two different stages of the same thing, effectively.

Q. Did either stage of the same thing contain any education on the Building Regulations?

A. It might have touched on the fact that they were there and what they were, but not in depth. Not in-depth knowledge of, no. It was an overview, or is an overview, of construction and the processes.

Q. I see.

Did any part of that education require you to read the Building Regulations?

A. No, I don’t recall, but I don’t think so.

Q. What about fire safety of building materials?

A. No.

Q. If you would turn to the top of the next page (RYD00094220/9), please, and look at paragraph 45 with me, you say there that your role involved, looking at it at the fourth line down:

"... managing contractual obligations ..."

Do you see that?

A. Yes.

Q. ... and dealing with client instructions, liaising with the professional team (designers - architects, structural engineers, etc.) to co-ordinate and manage the process of design (though not the design itself) ensuring that the designs comply with Client requirements ...

Do you see that?

A. Yes.

Q. We’re going to talk about design in more detail later in your evidence together, but generally, just for the moment, Mr Lawrence, is it fair to say that, as contracts manager for Rydon, it was your responsibility to know what obligations Rydon owed to other parties under its contracts with those parties?

A. That would be fair, yeah.

Q. Was it also your responsibility to know what responsibilities other parties owed to Rydon under their contracts with Rydon?

A. Yes.

Q. To the best of your ability, was it also your job to ensure that Rydon and those other parties complied with their contractual obligations to each other?

A. It was.

Q. Now, I would like to look at what that role on the Grenfell Tower project entailed in a bit more detail. Can I ask you, please, to turn to page 3 (RYD00094220/3) of your statement and look with me at paragraph 14. You say there at paragraph 14, in the last sentence:

"The Contracts Manager role for Rydon is to oversee construction projects from inception to completion."

This may involve overseeing more than one project at a time."

Now, Mr Lawrence, I’m going to put a list of eight things to you one by one, and I’m going to ask you if you agree that your role as contracts manager would have included them, or did include them.

A. Okay.

Q. Would you agree, first, that your role included overseeing procurement?

A. Yes, I was involved in it, yes.

Q. Would you say that your role included overseeing the health and safety of the construction work?

A. Yes.

Q. Did it include attending meetings and briefings to ensure effective communication between clients, residents, subcontractors and other parties involved in
Q. Would you agree that, in order to perform the role
A. Yes.
Q. Did it involve arranging co-ordination meetings between
the parties involved in the project?
A. Yes.
Q. Did it involve managing the project team?
A. It did.
Q. And ensuring extra staff, as part of that, were used if
necessary?
A. Yes.
Q. Did it involve monitoring contractors, consultants and
suppliers in order to ensure that the aims of the
refurbishment project are met?
A. It did, yes.
Q. And by aims of the refurbishment project, can I just ask
you: were those the aims that were set out in the
contract that Rydon would have with its particular
client?
A. Yes.
Q. Did your role involve managing financial risks by
recognising and reporting the implications of any
changes occurring during the contract?
A. Yes, it would, yeah.
Q. Did you report to Mr Blake, the refurbishment director,
or any other refurbishment director occupying that role?
A. Yes.
Q. Did it involve managing the project team?
A. Yes.
Q. Did you report to Mr Blake, the refurbishment director,
or any other refurbishment director occupying that role?
A. Yes.
Q. Did you have primary responsibility for its
contents?
A. Yes.
Q. Did it involve arranging co-ordination meetings between
the parties involved in the project?
A. Yes.
Q. Did your role involve managing the project team?
A. Correct, yeah.
Q. Was that because this was produced before you were
promoted to contracts manager?
A. Correct, yeah.
Q. Did anybody take over the role of
design/pre-construction manager when you became
contracts manager?
A. I don’t think it was a defined role within Rydon.
Q. Right.
A. Pre-construction manager would be. Design manager -- we
didn’t have a design manager particular role. It was
trying to indicate what role I had take -- or what --
yeah, what role I had taken to date in helping tender.
Q. I see.
A. Yes.
Q. Was the role or job that you had taken to date
absorbed into your contract manager role in respect of
the Grenfell project?
A. Yes.
Q. Looking at the right-hand column of this page at the

“Simon has been the main point of contact with the client throughout the tender process. He has used his knowledge to formulate what we believe to be the most robust and deliverable solution for Grenfell Tower.”

Do you see that?

A. Yes.

Q. Is that a fair summary?

A. Yes.

Q. So the main contact with the client throughout the tender process would have been you?

A. For any of the site stuff, yes, yes.

Q. I see. And the client was the TMO, as we know.

A. Yes, correct.

Q. Yes.

Now, what “knowledge” did you use to formulate what you say “we believe to be the most robust and deliverable solution for Grenfell Tower”?

A. My input was one of a construction and programme and safety input within the bid. So my experience, having joined Rydon, was what I used to --

Q. I see.

A. -- go into the bid.

Q. Did that include technical knowledge?

A. It would include technical knowledge, yes.

Q. Did it include knowledge of the products included in the tender?

A. I had used them before, so yes.

Q. Could you just repeat that again? There was an inaudible word you used.

A. Sorry, I used -- I’ve worked on projects that used the same, if you’re talking cladding specifically, cladding before, yes.

Q. I see.

A. ... go into the bid.

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A. Sorry, I used -- I’ve worked on projects that used the same, if you’re talking cladding specifically, cladding before, yes.

Q. I see.

A. ... go into the bid.

Q. Did that include technical knowledge?

A. It would include technical knowledge, yes.

Q. What is the difference?

A. A project manager will generally be the site-based senior manager that looks after just that one project, where a contracts manager will oversee that project and others, but isn’t site-based.

Q. I see. Who is the more senior? Is one more senior to the other?

A. Contracts manager.

Q. Now, it says here that, “Post award Simon will continue to work with the contract and project managers”. Does that indicate that you were neither of those on this project?

A. At the time of writing that --

Q. Yes.

A. -- then yes, I wasn’t -- hadn’t been chosen to be either the project or the contract manager on the job.

Q. I see. Then you subsequently were promoted to or became the contract manager --

A. Yes.

Q. -- for this job?

A. Yes.

Q. It says in order to “ensure that the scheme design ... is as effective as possible.” Do you see that?

A. Yes.

Q. Does that indicate that your role was to ensure that...
Q. Now, we don’t need to go back to paragraph 45 of your statement {RYD00094220/9}, because I showed it to you a few minutes ago, where you say that your role was to co-ordinate and manage the process of design, though not the design itself, ensuring that the designs comply with client requirements.

A. Yes.

Q. So was it fair to say that, within Rydon, post-award on this project, you were in charge of ensuring that the design complied with the contract? I think you confirmed that before.

A. Yes.

Q. I just want to ask you a question about Alan Sharrocks, who was the contract manager at the time, wasn’t he?

A. Yes.

Q. Is it fair to say that you stepped into Mr Sharrocks’ role when you became contracts manager in April 2014?

A. Yes. He moved on to do other projects and --

Q. So can we take the description of his role as accurate for the one you ultimately performed from that date?

A. I would have thought so. I’ve not read it, but I would have thought so, yes.

Q. Can we look to the previous page, please, of this document, page 33 {RYD00094244/33}. This is Mr Sharrocks’ CV, and his position within the team at that time -- this is February 2013 don’t forget -- is described as contracts manager there, and he was said to be -- this is under “Role within the Team”, it says: “Alan will be responsible for overall management of all aspects of the contract delivery. From overseeing the final design phases, Alan will manage on-site delivery teams, in terms of customer care, resource management, progress, partnering, quality, cost, performance monitoring and CSR initiatives.” Can we take it that that was a fair description of your role on the project once you stepped into his shoes in April 2014?

A. Yes, I think that’s a fair description.

Q. Thank you.

A little bit lower down in the right-hand column on that page within Alan Sharrocks’ CV it says “Benefits to the Project” and the second paragraph there says:

“Alan is able to positively contribute technical expertise and facilitate informed choice for clients and residents during value engineering and decision making processes. This applies to projects at both pre-tender and pre-start stages.”

Q. Do you see that?

A. Yes.

Q. So that applied to you, did it, when you became contracts manager in April 2014?

A. Yes, it would do, yeah.

Q. Yes.

When it says that he, and then you, would positively contribute technical expertise, what was that?

A. That was based around how to construct safely the project, rather than the distinction of a designer that would have in-depth technical knowledge of products. So we would technically know how things were put together and how to get access to put them together, and how to do them safely. That’s our expertise.

Q. I see.

Q. Does this suggest that it was your job, when you took over his job, as contracts manager on this project to advise the client on technical implications of decisions taken during the project?

A. Yes, we would have done, yes.
Q. It specifically identifies value engineering as an area
where that advice would be necessary. That’s right, is
it? So your job would be to advise the client on value
engineering?

A. Yeah, I think that’s fair.

Q. Yes.

Now, given that a significant element of value
engineering is making specification changes to reduce
cost, would you agree that this sentence suggests that
your technical expertise would be available for use in
value engineering?

A. Yeah, I think that would probably be fair, yeah.

Q. Would that include detailed knowledge of the products to
be used and any alternatives which might be suggested?

A. Well, we -- when you say "detailed knowledge" -- sorry,
can you explain what you mean by "detailed knowledge"?

Q. Knowledge of the nature and performance of the products.

A. We wouldn’t necessarily know the -- we would have known
the sort of overview, so what the product did. We would
know what a rainscreen cladding, for example, did, as
an overall system, but we would know the in-depth
detail of all the technical -- you know, technical
specifications behind it, no.

Q. Right, I see.

Can I ask you to go to an expert’s report, but this
is actually an easy way of getting to a public document.

[PHYR00000003/15], please. This is Mr Paul Hyett’s
expert’s report in this Inquiry, and at page 15 we have
paragraph 3.3.21. He quotes the definition of value
engineering from the RIBA Stage Guide 2015.

Were you familiar with the RIBA Stage Guide 2015?

A. Yes, I would be.

Q. Once it became public.

Now, this defines value engineering as:
"... a systematic and organised approach to provide
the necessary functions in a project at the lowest cost.
Value engineering promotes the substitution of materials
and methods with less expensive alternatives without
sacrificing functionality."

We know this is 2015, but was this how you
understood the term "value engineering" when you first
joined the Grenfell Tower project in March or
April 2014?

A. Yes.

Q. Can I ask you to go to {TMO10048120}. This is a set of
meeting minutes compiled by Arteria for progress meeting
number 13 on 24 July 2015, and you’re present at that.

Now, this is obviously some way into your involvement in
the project, and indeed some way into the project
itself.

Mr Lawrence, do you remember?

A. It would vary. Vary from -- vary with other
commitments. It could be one day a week, it could be
days a week, it could be four days a week. It
would just vary on other commitments with other
projects.

Q. How many other projects were you working on before this
moment when you went full-time --

A. There was another project the other side of London.

Q. I see, the other side of London.

A. Yes.

Q. Can you tell us what that was?

A. Herbert & Jacobson, so Aldgate.

Q. Aldgate? Was that a residential building?

A. It was, yeah.

Q. Was it a high-rise?

A. No.

Q. I now want to turn to a different topic, which is
Rydon’s contractual obligations.

Now, can I start with the amended JCT design and
build contract. This is at TMO10041790. We will see
from that -- that’s not the right document. Perhaps we
will come back to that when we see it.

From recollection, do you remember that Rydon signed
the contractual documentation formally on
Q. Did you ever study it in detail?
A. Yes, I believe so, yeah.

Q. Can I ask you what steps you took to ensure that those employees of Rydon who were working on the project under you, if I can put it that way, or around you in your team, were familiar with the obligations set out in this document?
A. We would have a project file that would have -- it would have been ... that would have been it.

Q. Overall, yes.
A. Overall, yes.

Q. Is it one that you had worked with before?
A. Yes, I had been through them, yes.

Q. Were you aware of whether anyone else at Rydon had looked at these documents?
A. Yes, we were building.

Q. Yes.
A. Yes.

Q. Did you familiarise yourself with these documents?
A. Yes, I had been through them, yes.

Q. Were you aware of whether anyone else at Rydon had looked at these documents?
A. Well, they would have done to be able to know what they were building.

Q. Yes.
A. Yes.

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Q. Were you aware of whether anyone else at Rydon had looked at these documents?
A. Well, they would have done to be able to know what they were building.

Q. Yes.
A. Yes.
Q. Yes.
A. If we had any need to refer back to the contract, then of course we would open it and read it, but ...
Q. Yes.
A. It’s not a general -- it’s not a document for general consumption --
Q. I’m not surprised.
A. -- daily, shall we say.
Q. I’m not surprised about that, but let me put the question a slightly different way.
A. Yes.
Q. Looking down the page a little further, you can see that it, at the time?
A. Yes.
Q. And that was an obligation you were familiar with, was it, at the time?
A. Yes.
Q. Looking down the page a little bit further, you can see that it says at 2.1.5.1. I think:
A. Yes, the general principles in it, yes.
Q. Thank you.
Can I ask you next to turn to page 68 [RYD00094235/68] and look with me please at clause 2.15 there under the heading “Divergences from Statutory Requirements”, and that says:
Q. In general terms, yes.
A. In general terms, yes.
Q. In general terms, yes.
A. In general terms, yes.
Q. Generally, yes.
A. Generally, yes.
Q. Generally, yes.
A. No, I wouldn’t have read through the JCT contract or the -- not -- so I wouldn’t have done. I would have done earlier in the project to familiarise myself, as we normally would, but apart from that, it’s not a general document you would daily refer to, unless there was an issue or a cause to do so.
Q. On the basis that you had at least an understanding in principle, if not the precise language of this clause, what did you understand this obligation to entail?
A. The -- sorry, the 2.1 --
Q. 2.15?
A. 2.15?
Q. Yes.
A. That if anything changes throughout the project, we need to notify the client, effectively.
Q. Thank you.
Can I ask you to turn the page {RYD00094235/69}, please, and look with me at 2.17. This sets out a number of things, but under 2.17.1 it says: “The Contractor shall (to the extent set out in clause 2.17.2.1 below) be fully responsible in all respects for the design of the Works including:

2.17.1.1 any design contained in the Employer’s Requirements and for any discrepancy in or divergence between the Employer’s Requirements and/or the Contractor’s Proposals and/or any drawings, details, documents and other information submitted by him in accordance with clause 2.8;

2.17.1.2 but not limited to the co-ordination and integration of all design and the interface between design elements for the Works...”

Do you see that?
A. Yes.
Q. Under 2.17.1.3:
“A. All aspects of design development, selection of goods and materials and the satisfaction of performance specifications included or referred to in the Employer’s Requirements, the Contractor’s Proposals, this Contract or any Change.”
Q. At the time of entering into the contract, or at the time of your entry into the project, were you familiar with these particular provisions, clause 2.17.2 and, of that, clause 2.17.2.1 and clause 2.17.1.3, at least in general terms, if not specifically?
A. In general terms, yes, yes.
Q. Yes.
A. Yes.
Q. Did you understand from the moment you came into the project that Rydon had warranted that all design work carried out by Rydon had been and would be completed using all the reasonable skill and care to be expected of a professionally qualified and competent design and build contractor?
A. Yes.
Q. And one experienced in the carrying out of such work for projects of a similar size, scope, value, character and complexity to the works?
A. Yes.
Q. What about the project works?
A. That if anything changes throughout the project, we need to notify the client, effectively.
Q. Can I ask you to turn to page 70 {RYD00094235/70}, please, which is where 2.17 ends, with 2.17.2.3, just at the top of the page there. Let’s look at it together:

“Subject to clause 2.17.2.1 [which I’ve just shown you], the Contractor shall design and construct the Works in compliance with all Consents (including the discharge of any reserved matters in planning consents relating to the Works), Statutory Agreements, Statutory Requirements, relevant codes of practice British Standards or EU equivalents and manufacturers recommendations and the requirements of the insurers of the Employer (insofar as details have been provided to the Contractor at the date of this Contract).”

Again, were you familiar with that provision, at least in principle if not in detail?
A. In principle, in general terms, yes.
Q. Do you agree with me that the reference to statutory requirements and relevant codes of practice would include the Building Regulations 2010?
A. I would agree, yes.
Q. Yes.
Q. Was it your understanding that Rydon had a direct design responsibility to ensure that the works complied with the relevant specifications, codes of practice and the Building Regulations 2010?
A. We would by contract, yes.
Q. Would that be so whether or not the design had been completed by Rydon or any of its subcontractors or subconsultants?
A. I agree, yeah.
Q. And, again, whether that work was completed before or after Rydon’s appointment by the TMO?
A. Yes.
Q. Yes.
Q. In order to ensure that the work did comply, would you agree that Rydon would have to analyse the specifications and the drawings provided by the architect to ensure that it was possible for Rydon to comply?
A. We would. We would do that with specialist advice.
Q. You --
A. It wouldn’t just be in-house and us doing it, but yes, yes, it would have to analyse it.
Q. Okay. We will come back to in-house/out-of-house shortly or later, but thank you for that.

Do you also agree that, in order to develop the design, your contract required you to analyse the specification and design intent, the design intent, in order to ensure that you were able to comply with the Building Regulations?

A. Yes, I agree with that, yeah.

Q. Did Rydon, to your knowledge, take any steps as a company to ensure that its employees on this project understood the regulatory requirements applicable to it, which Rydon had undertaken to its client that it would ensure compliance with?

A. They would -- well, we would all understand the --

Q. Under paragraph 110, which is the whole of the page, there is a subpart of that towards the bottom which says...

A. Sorry, could you repeat that again?

Q. 'Design': Do you see that?

A. Yes.

Q. Did Rydon take any steps as a company to ensure that its employees on this project understood the regulatory requirements which applied to this project which Rydon had promised that it would ensure compliance with?

A. Again, if you're talking about process, I don't recall any particular sort of written process that -- forms to be filled in, et cetera, et cetera, within Rydon that was required, but as part of the tender, the pricing, the build process, they would all be scrutinised, yes.

Q. Who would they be scrutinised by?

A. By a combination of the managers, as in Rydon managers, and the subcontractors and designers.

Q. I see.

Were there any systems in place at Rydon to ensure that Rydon complied with its obligation to comply with the employer's requirements and the contractor's proposals?

A. Again, if you're talking about process, I don't recall what process they had in place at the time.

Q. Yes.

A. But we would carry out that by using our subcontractors, managers and the whole team.

Q. ...
Q. At page 135 (TMO10041791/135), second from the bottom, paragraph A33, 170A: "MANUFACTURER’S RECOMMENDATIONS/INSTRUCTIONS • General: Comply with manufacturer’s printed recommendations and instructions current on the date of the invitation to tender. • Changes to recommendations or instructions: Submit details • Ancillary products and accessories: Use those supplied or recommended by main product manufacturer. • Agreement certified products: Comply with limitations recommendations and requirements of relevant MANUFACTURERS.”

A. Yes.

Q. Can I then turn to the NBS specification. Now, you will find this at (SEA00000169/64), and let's look together at that. "H92 Rainscreen cladding”, and at the top of the page, it says there: “To be read with preliminaries/general conditions.”

A. It would be one of a number, yes.

Q. Yes.

A. I’m not sure line by line, but yes, you would go through to see what products were being used, yes.

Q. Presumably, can I take it that this was a pretty important document for you as contracts manager to be familiar with?

A. Yes.

Q. Can I ask you to turn, please, first to page 64 [SEA00000169/64], and let’s look together at that. “H92 Rainscreen cladding”, and at the top of the page, it says there:

A. Yes.

Q. What did you understand by the words “similar or equal alternatives”?

A. Yes.

Q. Or had you come across it before?

A. Yes.

Q. What did you understand by the words “similar or equal alternatives”?

A. You would guess in every sense; it would be performance, visual. It’s giving you the opportunity to use one manufacturer over another that would supply the same type of material. That’s generally what it’s aimed at.

Q. In Mr Sounes’ witness statement -- and I can show you this if you want, and just for the record it’s paragraph 343.1 at (SEA00014273/140), we don’t need to
July 16, 2020
Grenfell Tower Inquiry
Day 22

Q. Yes. In practice?
A. Contractually it would be Rydon.

Q. Did Rydon investigate changing manufacturers or products or materials?
A. I think we -- at tender stage we offered alternatives, another manufacturer of ACM cladding.

Q. We will come to that in due course, but just in general terms.
A. Yes.

Q. Who within Rydon would have suggested or was responsible ultimately for suggesting alternative materials and products, or alternative manufacturers?
A. Contractually it would be Rydon.

Q. In practice, the knowledge would come via the specialist cladding subcontractor would hold responsibility for all aspects of their system, and the successful contractor had the discretion to suggest alternative products or materials.
A. Yes, we could have -- we could have changed.

Q. Right. I see. Thank you.
A. Yes.

Q. Underneath it says:
A. Yes.

Q. Right. I see. Thank you.
A. Yes.

Q. Did you note this paragraph when you were putting Rydon's tender together?
A. Not specifically, no.

Q. Did you note this paragraph after you had won the tender?
A. Not specifically, no.

Q. Is there any particular reason why you didn’t pick that up?
A. I would suggest because of the amount of documentation, drawings and information contained with the -- with the whole build, yeah, it didn’t get picked up.

Q. Right. Is this a standard provision you had seen before, or is this something that --
A. It’s not one that I would have been -- if you had have asked me before showing it to me, then I wouldn’t have been able to pick it up, no. But I would say that as the NBS spec is a standard document template, then it probably is in when there’s rainscreen and there’s curtain walling, et cetera. So, yes, it could well be, but ..."
interested in.

But just looking at the front page there, is that a document that you were familiar with, do you think, at the time of the Grenfell Tower project?

A. No.

Q. Then let’s take this quite quickly.

Can we take it, then, that this was not a document that you kept available at the design office, workshop and on site?

A. We wouldn’t have had a copy on site, no.

Q. Is there any reason why that is?

A. It obviously wasn’t picked up in all the documents we had to go through and comply. It obviously wasn’t noticed.

Q. I see. Can you explain why it wasn’t noticed?

A. Just the sheer amount of information, I would suggest, but --

Q. Okay.

On previous projects, do you recall having this document on site or in the workshop or in the office?

A. No, because I’ve not seen it before.

Q. Right.

Let’s take this quickly, then. If you can look at page 11 [CWCT0000046/11] of this document, at paragraph 6.2, I just want to show you the fourth and fifth paragraphs down:

“...the building envelope shall not be composed of materials which readily support combustion add significantly to the fire load, and/or give off toxic fumes.

“In all cases, products or elements of construction requiring a fire resistance or spread of flame performance should have the appropriate evidence of performance based on test information. The final installation should follow the applicable test evidence in all respects.”

Now, that’s obviously in a document you say you have never seen.

Were you familiar at least in the spring of 2014 and after that with the principles that are being expressed there?

A. The principles, yes.

Q. So can we take it that you knew, whatever the NBS spec said or whatever the guidance might have said, that a building envelope shouldn’t be composed of materials which readily support combustion, add significantly to the fire load and/or give off toxic fumes?

A. I think the principle, but the technical part of it, no, not necessarily, but --

Q. You say the principle but not the technical part of it?

A. Well, you wouldn’t assume to ... you wouldn’t assume to be building a -- dare I say it -- building that’s unsafe.

Q. Right.

You can see the expression there “materials which readily support combustion”; did you have an understanding as to what materials in relation to the building envelope would readily support combustion as opposed to those which would not?

A. No, not any more than -- no.

Q. Did Rydon have any processes in place to ensure that materials which readily supported combustion were not used on any of its building façades?

A. Well, I think it would be using a competent design team, competent specialist contractors, backed up by Building Control, and all the layers within.

Q. So reliance on others?

A. Reliance on others, yeah.

Q. I see.
Q. I see.
A. -- who would understand this technical detail.
Q. I suspect that if I continue to take you through this
document, you may give me the same answer, but --
A. Unfortunately I’ve not seen it before, so --
Q. Right, so can we shorten this in this way: were you at
the time relying on others, specialist subcontractors
and design teams, to ensure that the design and the
construction complied with these specifications?
A. Yes.
Q. I see.
A. I would have been by the fact of, we had all the
documents and we would have read through them, but
I don’t recall this particular one.
Q. All right. We will look at it in a little bit of detail
in a moment.
Would you agree with me that this is an important
document because it sets out the specification for the
design of the cladding system?
A. Yes.
Q. Can I ask you to look at a document which tells
us something about structure. It is [ART00000914].
This is a document specification produced by
Curtins Consulting dated 1 March 2013. Do you see that?
It’s L01212-SPEC-001, “Structural Performance
Specification For the Design, Supply and Application of
Overcladding Systems to Grenfell Tower”.
Just so that you know this, it appears at item 170
in the schedule of contract information we looked at
earlier on within the design and build contract. I can
go back to that if you want to look at it.
Were you familiar with this document when you came
into the project?
A. Yes.
Q. So nobody within --
A. By appointing the specialist that knew what
fire barriers and where they needed to go were.
Q. Who were those in relation to fire barriers?
A. Who --
Q. Who were the specialists?
A. The specialist subcontractor was Harley Curtain Wall.
Q. Yes.
A. And then we also had obviously the design team, being
Studio E, Curtins.
Q. If you look at page 11 [ART00000914/11], please, at the
top of this document, section 7, "Overcladding", at
paragraph 7.1.13:
“The system should comply fully with the
recommendations of the BRE document ‘Fire Performance of
External Thermal Insulation for Walls of Multi Storey
Then under 7.1.14:
“The system shall not be a fire risk at any stage of
installation, nor shall it constitute a fire hazard
after completion if for any reason the insulant becomes
exposed.”
Were there any processes in place at Rydon for
ensuring that the system wasn’t a fire risk after
completion?
A. Yes, because we had employed specialist designers that
should have been designing and installing to the regs.
It was then checked by not only an independent clerk of
works but it was also checked by the Building Control
officer.
Q. So not wishing to summarise your evidence unfairly, but
reliance on others?
A. Yes.
Q. I see. So nobody within --
A. We would take our -- sorry, let me take that... adding
into that, we would do our own quality checks, site
management would do their own quality checks, and
sign off that the building was built in accordance with
what the drawings and the specification was saying, ie
that the subcontractors that actually did the installing
installed it correctly to the drawings.
Q. Let me just see if I can pursue this a moment,
specifically perhaps in relation to the BRE document
that’s referred to in paragraph 7.1.13.
Were you familiar with that document at the time?
A. No, I haven’t seen it before.
Q. Have you ever read it?
A. No.
Q. Right. Is it a document that you had come across before
or had seen referred to before?
A. Not one that I recognise, no.
Q. Right.

If you had read this document as part of your familiarisation with the project when you came into it, would you not have noticed that it contained this guidance?

A. I think if I go back to what I said previously, there are, you know, hundreds of documents within a -- within the contract, and yes, we would read them.

Q. Right.

A. But to pull out another subdocument and read fully and understand fully all that subdocument I think would be unusual.

Q. Let's take a sidestep here, Mr Lawrence. We will come to it later on in due course, but I think I'm right in saying that Rydon had done overclads of residential high-rise buildings prior to Grenfell.

A. Yes.

Q. We see two examples of that in your statement.

A. Yeah, yeah, more than one, yeah.

Q. When those were designed and built, did you personally not have any knowledge of or experience of or even a read-through of BR 135?

A. No, not seen it before.

Q. Did anybody --

A. It's never been brought to my attention, no, I've never seen it before.

Q. All right. So if I was to ask you any questions about it, I would be wasting my time?

A. Yeah, I’ve not read the document so I don’t know.

Q. I see.

A. I think, to put it in context, we’ve obviously got hundreds if not thousands of components within a building. To read all the documentation out there from BRE and others for each component, I don’t think that’s --

Q. All right. So if I was to ask you any questions about it, I would be wasting my time?

A. Yeah, I’ve not read the document so I don’t know.

Q. I see.

A. I think, to put it in context, we’ve obviously got hundreds if not thousands of components within a building. To read all the documentation out there from BRE and others for each component, I don’t think that’s --

Q. Yes.

A. -- feasible.

Q. I just want to go back to -- I’m so sorry, did you want to finish your answer?

A. No, no, that was it.

Q. I want to go back to an answer you gave me a minute ago, which I now can’t pick up on the transcript while I’m here, but you said you had on-site managers who would check the quality control on site.

A. Yes.

Q. To your knowledge, did any site manager from Rydon who was checking the work that was being done on site examine the work and compare it with the requirements of the Curtins Consulting document part 7, "Overcladding"?

A. Not to my knowledge, but, yeah, I would think it would be unlikely.

Q. Did you see it as part of your role as contracts manager to make sure that those site managers on site who were checking, were checking the work that was done in accordance with the contractual obligations Rydon had undertaken?

A. They would use -- they would predominantly use the drawings and the specification. That’s what they would be using on site.

Q. I see.

Do I take it from that answer that they would not be using the Curtins Consulting specification for the structure?

A. It would be there on file for people to read, but it’s not a -- I have to say, for the guys on site to pick up a structural specification when it comes to design of cladding, for example, unless we’re talking about it being the ability to be able to be attached to the wall, that wouldn’t be the first document that you would turn to, I must admit.

Q. Right.

Did you regard it as part of your role as contracts manager to make sure that whatever else the site managers checked against the specification, they checked compliance with anything to do with safety, specifically fire safety?

A. No, they would be checking in compliance with drawings and specification.

Q. Right.

A. The fire safety element of it would be via the designers and installers, in this case specialist, if we’re talking about cladding specifically.

Q. Right.

A. But to start pulling out all the technical documentation around each product and understanding that and checking it, no, I wouldn’t --

Q. I see.

A. -- expect them to do that.

MR MILLETT: Mr Chairman, I have a short topic which I can probably cover in a few minutes.

SIR MARTIN MOORE-BICK: Yes, well, that’s all right.

MR MILLETT: I will do that.

I just want to ask you about the CDM Regulations.

At the time of the Grenfell project, were you...
Q. Did you take any steps to satisfy yourselves that Rydon's general obligations to be under the 2007 regulations?
A. To ensure that the construction phase is carried out safely, co-ordinated ... yeah.
Q. Did you take any steps at any stage to ensure that your clients were aware of their CDM duties on the project, or under the project?
A. Any specific steps?
Q. What did you personally understand Rydon's general obligations to be under the 2007 regulations?
A. Sorry, my personal or ...?
Q. What would have -- what was -- you know, we knew they were a reasonably large firm at the time before they changed. We knew they were working for tier 1, tier 2 principal contractors next door to Grenfell. You know, we knew that they were doing cladding on that project. So, from a -- observing what they had -- what they were doing at the time, it didn’t raise any concerns.

Q. Right. Was there any?
A. I don’t think it would be unusual that you’ve got a -- you know, we knew they were reasonably large firm at the time.

Q. What due diligence or investigations into Studio E’s experience in a high-rise residential overclad did Rydon undertake?
A. I don’t remember, I don’t remember the -- what process it took.
Q. Right. Was there any?
A. There was definitely a safety process, yes. How far -- I can’t remember how far that extends to previous experience.
Q. What would have -- what was --
A. I don’t think it would be unusual that you’ve got a -- you know, we knew they were reasonably large firm at the time before they changed. We knew they were working for tier 1, tier 2 principal contractors next door to Grenfell. You know, we knew that they were doing cladding on that process. So, from a -- observing what they had -- what they were doing at the time, it didn’t raise any concerns.

Q. You don’t remember, okay.
A. I mean, we -- (a) they were novated, so you would expect, although -- you would expect them to be competent to be able to get to the stage where they had got to. Whilst we hadn’t worked with them previously, we knew they were carrying out a £40/£50 million build with cladding adjacent to Grenfell, so we knew that there was experience there. But I don’t -- I don’t recall the process and Rydon’s process for checking competence. There is a process, but it would be carried out by a different department, so ...
Q. Did you check, or did anybody else at Rydon check, whether Studio E had ever been involved in a high-rise overclad project before?
A. I don’t remember.
Q. You don’t remember, okay.
A. When you say check, you know, we knew we had -- I had been to visit them, we had, you know, we had done -- I’m not sure we asked them if they’ve got ten people and they’ve got ten people free and they’re not working on any other projects, no, we wouldn’t have been as specific as that, but we would also have expected that if they can’t continue with the project because they haven’t got the resources, for them to be telling us of that. I think it’s -- I think by the fact you’re contracting with someone, you’re taking it as read that they’ve got the resources to be able to carry out the works.
Q. Right. You say that there was definitely a safety process.
A. From that answer, do I take it that you mean that there was in place at Rydon at the time a process for doing due diligence on architects who were being novated into a new design and build contract?
Q. Right.
A. Anybody we were contracting with, we would have a preferred -- I’m going to say suppliers, preferred suppliers list, yes.
Q. But Studio E were not on that, were they?
A. Not originally, but they would have -- the -- as we were contracting with them, they would have to go through that process.
Q. I see.
A. Not originally, but they would have -- the -- as we were contracting with them, they would have to go through that process.
Q. What is the process? This is what I’m trying to get at.
A. I don’t know -- I can’t recall the ins and outs of the process, I don’t know.
Q. All right.
A. I’ve not heard of it as an acronym like that, no.

Q. All right.
A. I’ve not heard of it as an acronym like that, no.
1 Q. Have you ever heard of the acronym ALARP: as low as reasonably practicable?
2 A. The terms, but not the acronym.
3 Q. Right. What did you understand ALARP or as low as reasonably practicable to mean in its context?
4 A. I’m assuming you’re referring to risk.
5 Q. Yes.
6 A. So where we can eliminate it, you would eliminate it, and where you can’t eliminate it, you would mitigate.
7 Q. At the time of the Grenfell project, what did you understand about the health and safety file obligations under the CDM Regulations?
8 A. That we needed to provide them at the end of the project, or at the end/during/throughout the project we would be supplying the client with the full set of information relating to the build and what had been carried out.
9 Q. Yes, I see.
10 Just go back to the due diligence process a moment, who do you remember was in charge of doing the due diligence into Studio E, to go through the normal processes that you had at the time?
11 A. I don’t recall names. It would be one of the ... it would be the health and safety department, I would imagine.

Q. Right.
A. I couldn’t tell you names.
MR MILLETT: Mr Chairman, that’s an appropriate moment. I’m obviously industry training, as far as knowledge goes.
Q. How would you --
A. I’m not quite getting what you --
Q. So sorry.
A. I’m not quite getting what you’re --
Q. Let me try it a different way. How would you, as contracts manager, be able to check to make sure that your subcontractors, when doing what they were doing, were complying with industry guidance or statutory guidance?
A. Well, (a) to employ the correct ones, what you believe to be the correct ones, and then we would have the layer of Building Control to ensure that the design and installation was in accordance with the regulations.
Q. What knowledge or experience within Rydon would Rydon use to make sure that its subcontractors complied with statutory or industry guidance, so that Rydon was satisfied that it was complying with its obligations to its client?
A. Yeah, I’m sorry, I’m not totally understanding that.
Q. Right, let me put it more simply: what knowledge or experience within Rydon would Rydon draw upon in order to supervise its subcontractors’ work in order to make sure it complied with guidance?

Q. At the time of the Grenfell project, what did you understand ALARP or as low as reasonably practicable to mean in its context?
A. I’m assuming you’re referring to risk.
Q. Yes.
A. What knowledge? Knowledge would come from experience.
Q. What knowledge and experience did Rydon have in order to supervise its subcontractors’ performance?
A. So that’s how we would monitor them.
Q. What knowledge and experience? You referred to knowledge or experience a moment ago.
A. Experience -- they were an experienced contractor and they were experienced in the same type of buildings and doing the same type of thing that we’ve -- that was done at Grenfell. So that would be the experience. And then obviously industry training, as far as knowledge goes.
Q. How would you --
A. I’m not quite getting what you --
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Q. Let me try it a different way. How would you, as contracts manager, be able to check to make sure that your subcontractors, when doing what they were doing, were complying with industry guidance or statutory guidance?
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Q. Right, let me put it more simply: what knowledge or experience within Rydon would Rydon draw upon in order to supervise its subcontractors’ work in order to make sure it complied with guidance?
Q. Who within Rydon would supervise, for example, Harley's --
A. Yeah.
Q. -- work to make sure it complied with Approved Document B, by way of example?
A. Well, we would ensure -- so myself and the site team would ensure that the information was given to the other third parties that could check that compliance. That's how we would manage it.
Q. So other people checked compliance, not Rydon; is that what you're telling us?
A. We employed third parties, yes, that were able to do that.
Q. How would you supervise those third parties in their checking that your subcontractors had complied with their obligations?
A. I'm not -- sorry, I'm not quite -- I'm not sure. Can you say that again? Sorry. Getting confused here.
Q. You accepted that you understood that Rydon owed your client a duty to supervise its subcontractors.
A. Yes, sorry.
Q. I'm really just trying to explore how you did that. Did you do that yourself or did you in turn rely on other people to do that checking for you?
A. Yes, sorry.
Q. I'm really just trying to explore how you did that. Did you do that yourself or did you in turn rely on other people to do that checking for you?
A. Well, its staff, its management.
Q. Does that mean that when Rydon was discharging its obligations of supervision, it was employing other people to perform its supervision for it?
A. I think it would depend on what part of the works we're talking about, but overall, by employing third-party specialists, we would supervise them by making sure that they carried their work out in programme and quality, et cetera, but we wouldn't be able to check to the technical detail, if that's what you're saying.
Q. Right.
A. Relied on other people.
Q. Does that mean that when Rydon was discharging or purporting to discharge its obligations of supervision which it owed to its client, it actually wasn't supervising itself, it was employing other people to perform its supervision for it?
A. In general terms, yes.
Q. Were you familiar with part B4?
A. To set a minimum standard for construction works.
Q. Did you know what it dealt with?
A. I knew there was a part B4, yes.
Q. Were you familiar with part B4, or did you know that there was a part B4 that dealt with --
A. I knew that there was a part B, fire safety?
Q. So do I take it that you therefore weren't familiar with the functional requirements within the Building Regulations?
A. You mean as in what the Building Regulations are?
Q. Yes, what the functional requirements within the regulations are.
A. To set a minimum standard for construction works.
Q. Were you familiar -- and I think probably the answer to this is no, given your first answer, but let me just try it anyway -- with part B, fire safety?
A. I knew that there was a part B, so I knew that the building regs are broken down into different sections, but, again, it would be a general overview. I couldn't tell you what each section meant or --
Q. Right.
A. Yeah.
Q. Let's see how far your familiarity went.
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A. Yes, sorry.
Q. I'm really just trying to explore how you did that. Did you do that yourself or did you in turn rely on other people to do that checking for you?
A. Well, its staff, its management.
1. Q. I see.
2. A. Yes.

3. Q. Was there anybody within Rydon who was more familiar with it on this project than in general terms?
4. A. I wouldn’t have thought so within the directly employed management, no.

5. Q. Right. So to put it perhaps colloquially, you didn’t have an Approved Document B bod in Rydon on this project?
6. A. Correct.

7. Q. Right.
8. A. Yes.

9. Q. Do you or did you understand, specifically in relation to fire, that these functional requirements were clear in that fire should be prevented from break-out from the compartment in which it started?
10. A. The general principle of compartmentation, yes.

11. Q. And that if it did break out from a compartment, the spread of fire should be inhibited?
12. A. General principle, yes.

13. Q. The general principle.
14. A. Yes.

15. Q. Did you also understand that, as a general purpose of those requirements, the fire should be contained for such a period as to enable the emergency services to be able to deal with it?
16. A. Yes.

17. Q. Right.
18. A. Yes.

19. Q. Would you recall if there was a particular issue, cause or something particularly raised to it?
20. A. I don’t recall, but again it’s a -- as a site management, it’s a -- I would regard them as reference documents for us as and when if we needed to investigate further.

22. A. We wouldn’t -- as a site team, as a site management, we wouldn’t be able to interpret these documents without help from others. Generally we would be looking at documents with things like, I don’t know, height of handrails and, you know, the rising going of steps and basic elements, but we would only be referring to those if there was a particular issue, cause or something particularly raised to it.

23. Q. I see.
24. A. I don’t recall, but again it’s a -- as a site management, it’s a -- I would regard them as reference documents for us as and when if we needed to investigate further.

25. Q. Right.
26. A. We wouldn’t -- as a site team, as a site management, we wouldn’t be able to interpret these documents without help from others. Generally we would be looking at documents with things like, I don’t know, height of handrails and, you know, the rising going of steps and basic elements, but we would only be referring to those if there was a particular issue, cause or something particularly raised to it.

27. Q. Can I ask you to look at page 95 (CLG000000224/95), and on page 95 go, when it comes up, to the bottom right-hand corner under the title, "External wall construction", paragraph 12.5:
28. "The external envelope of a building should not provide a medium for fire spread if it is likely to be a risk to health or safety. The use of combustible materials in the cladding system and extensive cavities may present such a risk in tall buildings.

29. "External walls should either meet the guidance given in paragraphs 12.6 to 12.9 or meet the performance criteria given in the BRE Report Fire performance of external thermal insulation for walls of multi storey buildings (BR 135) for cladding systems using full scale test data from BS 8414..."

30. In general terms, were you aware of the guidance set out in that paragraph I’ve just read to you?
31. A. I think the general principle that whatever gets built shouldn’t be unsafe, I think is probably a broad term, but yes, I wouldn’t have... I can’t tell you what’s in those documents.

32. Q. Right.
33. A. Yeah, I would say in general principle, yeah.

34. Q. Looking at Approved Document B, if I can, were you familiar with that at the time Rydon won the contract in March 2014?
35. A. Yes.

36. Q. And also to save lives, in the end?
37. A. Yes.

38. Q. Yes, and to enable safe evacuation?
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77. A. We wouldn’t -- as a site team, as a site management, we wouldn’t be able to interpret these documents without help from others. Generally we would be looking at documents with things like, I don’t know, height of handrails and, you know, the rising going of steps and basic elements, but we would only be referring to those if there was a particular issue, cause or something particularly raised to it.
Q. What I’m focusing on is the expression “limited combustibility” and just seeking to --
A. Yes.
Q. Can I look at [SEA00012032/2], please. It’s an email from you to Claire Williams of the TMO, halfway down the page there, on 24 October 2014, and the subject is “Grenfell and windows”. Do you see that?
A. Yes.
Q. Let’s look at it together, it says:
“From experience with refurbishment and having looked at the approved documents I don’t feel that this area is a big risk. If you were carrying out a standard window replacement programme without Cladding then you would have no choice but fit new thicker frames within the existing aperture, thereby slightly decreasing the daylight. Building Control would feel the thermal benefits using modern materials would outweigh any negatives. Also the required background ventilation figures for replacement of existing windows are lower than what we’ve been asked to achieve here.”
Now, this email, and indeed this bullet point in particular, was of course in the context of a discussion with Claire Williams of the TMO about the size of the new windows in the existing structural opening, so it’s fair to you to show you that. But does it tell us that you had, on this occasion and in that context, personally considered the Building Regulations and read the approved documents?
A. I’m not sure that I would have read the approved documents. I may have sought advice from others, but in relation to windows, I would assume, without knowing the full email trail, that it’s talking about U-values and the need to meet certain U-values, but...
Q. Yes. You see it says, "having looked at the approved documents".
A. But --
Q. Sorry, do you want to continue?
SIR MARTIN MOORE-BICK: Have you finished?
A. I was just going to say, yeah, "having looked at ",
I understand that to mean slightly different to having
read it from cover to cover and fully understood
everything. But, you know, it could easily have been --
and I don't recall this particularly, but this could
easily have been a comment as in, you know, will it meet
the U-value, and flick through and, yeah, there is
a U-value there and yes, it does, or from previous
experience.
MR MILLETT: Yes.
A. So ...
Q. I understand.
A. Sorry, that's ...
Q. No, and I'm grateful to you, and I don't want to cut you
off at all. I understand that,
What I'm really seeking to get at here is --
because you told Claire Williams that you had, in answering
an issue, looked yourself at the approved documents,
because you say "having looked at the approved
documents".
A. No.

Q. Do I take it --

A. Sorry, let me explain that a bit further. Systems, as in different -- as in ACM or as in cement board or other, then I would have understood there are different systems.

Q. Yes.

A. But within ACM, ACM just meant ACM to me. I didn’t know there were different categories within ACM.

Q. Okay. Let’s just tease out a couple of points of detail from that answer.

Were you aware that cladding panels were made, or sometimes made, with a variety of materials, including metal and metal composite materials?

A. Yes, I was probably aware there was different --

Q. Yes, and were you aware that ACM panels -- and ACM stands for aluminium composite material -- frequently contained a core made from polyethylene?

A. I was aware -- I wouldn’t have known it was necessarily polyethylene, but I was aware that the ACMs that I had had experience with in the past were all the same, and I believe, looking back now, that they probably were polyethylene.

Q. Were you aware that polyethylene was combustible?

A. Not particularly.

Q. Were you aware that ACM panels were also available with fire retardant cores which were less combustible?

A. No.

Q. To your knowledge at the time, was there any awareness within Rydon as a company of the combustibility of polyethylene cores within ACM panels?

A. I don’t believe so, no.

Q. Was there any awareness within Rydon of the availability of cladding panels with fire retardant cores?

A. Not that I’m aware of.

Q. Were you aware of the potential fire risks of using aluminium cladding?

A. No.

Q. Were you aware of major fires which had occurred in residential buildings, both in the United Kingdom and overseas, involving cladding?

A. The only fire I was aware of involving cladding was relevant to the Chalcots Estate and our own previous installation.

Q. As at the spring of 2014, were you aware that a serious fire in South London had occurred in the summer of 2009 involving cladding, resulting in six fatalities, namely the fire at Lakanal House?

A. I had heard of Lakanal House, but I didn’t -- I couldn’t have told you the details surrounding that.

Q. Right.

A. Were you aware of a spate of high-rise fires in the United Arab Emirates in 2012 to 2013?

Q. No.

A. What about the Lacrosse fire in Melbourne in November in 2014? That’s after you came into the project.

Q. No.

A. Not aware of that?

Q. Not aware of that?

A. No.

Q. Not aware of the history of high-rise fires in the United Kingdom running from 1991, Knowsley Heights?

A. Never heard of that, no.

Q. Never heard of it. Garnock Court, ever heard of that?

A. No.

Q. You had heard of Lakanal House, I think, but were you aware at the time that external fire spread had been an issue in that fire?

A. There may have been, there may have been. I’m sure it was a factor, yes. I wasn’t aware that there was cladding panels on the building or anything relevant to ACM cladding or cladding, no.

Q. Was there any awareness within Rydon of the availability of ACM cladding or cladding, no.

A. Not aware of that?

Q. Was there any awareness within Rydon, particularly to those teams doing high-rise refurbishments, about the lessons learnt from the Lakanal House fire?

A. Not that I recall, no.

Q. To your recollection, was there any industry intelligence, information, gossip even, about the lessons learnt from the Lakanal House fire?

A. There may have been, there may have been. I’m sure it would have been reported in the construction press, so it may have been, yes.

Q. Right, okay.

A. Were you an avid reader of the construction press, or did it not bother you?

Q. Right.

A. As and when -- as and when I had either time or it was appropriate, but not an avid reader, no.

Q. I want to ask you now about a guidance document, Building Control Alliance Technical Guidance Note 18, issue 0, from June 2014. I’ve just given it a title.

A. No.

Q. Are you familiar with the Building Control Alliance as a body?

A. Not particularly.
Q. Did you know, or do you know, that the Building Control Alliance issue guidance documents for the construction industry?

A. No, I’m not aware of them.

Q. Do we take it from that -- it would follow, I suppose -- that as at March or April 2014, you were not familiar with any BCA guidance documents?

A. No, that’s right.

Q. Right.

Let’s just flash one up in front of you to see whether you know anything about it: {CEP00057294/1}

Q. Right.

Can you account for being contract manager on the Grenfell Tower refurbishment, which involved a major overclad of a high-rise residential building, and yet not being familiar with this document?

A. I think there are a lot of technical guidance and not being familiar with this document?

Q. Do we take it from that -- it would follow, I suppose -- that as at March or April 2014, you were not familiar with any BCA guidance documents?

A. No, I’m not aware of them.

Q. Where a building exceeds 18m in height, AD B2 recommends (for the entire wall area both below and above 18m) either the use of materials of limited combustibility for all key components or to submit evidence that the complete [underlined] proposed external cladding system has been assessed according to the acceptance criteria in BR135 ... This guidance note outlines both procedures in more detail and addresses common misconceptions relating to combustibility and surface spreads of flame ratings.

Now, just looking at that -- I know you haven’t read this document -- were you familiar with the principle at the time that all key components had to be of limited combustibility, or that there had to be evidence that the complete proposed external cladding system had been assessed according to the acceptance criteria in BR135?

A. I wasn’t aware of that paragraph, no.

Q. You weren’t, I see. Right. I’m not sure, therefore, that there is much point me asking any further questions on this document.

Well, let me just ask you one more. Can I ask you to look at page 2 {CEP00057294/2}. In light of the answers you were giving me in relation to 12.5 of ADB before, let me just see if I can just ask one or two more questions.

Page 2, it says at the very top:

“Where the building exceeds 18m in height, the BCA recommends three options for showing compliance with paragraph 12.7 of AD B2 ...”

There they are:

"Option 1
The use of materials of limited combustibility ...

"Option 2
An acceptable alternative approach ... is for the client to submit evidence to the Building Control Body that the complete proposed external cladding system has been assessed according to the acceptance criteria in BR135 ..."

Then option 3, a desktop study.

Those are the three options.

I know you didn’t read the document, but were you aware at the time of your involvement in the project that these three options were three available routes to compliance in relation to external wall construction?
Q. I see.

I’m going to show you a few more documents,

Mr Lawrence, but it may be that, if you haven’t seen them, we can take this very quickly.

The next one is the next edition of this document, June 2015, version 1 it’s called. It starts at 0; the second one is 1. This is BCA Technical Guidance Note 18 and it’s at [CEL00002347]. It’s very similar to the edition from the previous year, but if you go to the next page (CEL00002347/2), you will see that there are now four options. Options 1, 2 and 3 remain the same as they did the previous year in the document I showed you just before. Option 4 is new:

“If none of the above options are suitable, the client may consider addressing this issue via a holistic, fire engineered approach taking into account the building geometry, ignition risk, factors restricting fire spread etc.”

Were you aware in general terms that, by the middle of 2015, there were now four options, four routes to compliance?

A. No.

Q. I think we can take it that there was no holistic fire engineering approach in relation to the external cladding for Grenfell Tower?

A. No, and to repeat what I’ve said previously, I was only aware of the linear route and no others.

Q. Can I ask you next to look at the CWCT guidance. We discussed it earlier in the context of the NBS specification. Let’s just have a look at that.

I think it’s right, isn’t it, that by May 2015 you had come to hear of the CWCT itself as a body?

A. The only thing that I was familiar with was the CWCT in particular, and this is CWCT’s Technical Note 73. That’s [CWCT0000019], please. This is entitled “Fire performance of curtain walls and rainscreens”, and you can see from the bottom of the page that it was published in March 2011.

If you put up page 1 there, you can see the document. Were you aware of this guidance note as at the spring of 2014?

A. No.

Q. Can I just ask you one question on it to see if it triggers a recollection or just to explore your state of knowledge.

Look at the bottom of page 1 in the right-hand column, it says:

[...] It’s quite difficult to have them both there at the same time. But if you look at the bottom of page 1 in the right-hand column, it says:

"In England, Wales and Northern Ireland, materials may be described as non-combustible, of limited combustibility or Class 0 using definitions given in AD B. Materials may also be classified as Class 1, 2, 3 or 4 in accordance with BS 476 Parts 6 and 7."

Were you familiar with that principle, or those principles, or guidance at the time of your coming into the Grenfell Tower project?

A. The only thing that I was familiar with was the reference to class 0.

Q. Well, we will come to that later on.

You say, picking up that answer, you were familiar with the reference to class 0. What did that mean to you?

A. That the surface spread of flame.

Q. That the surface spread of flame what?

A. That there wouldn’t -- whatever product it was, whether it be internal paint surfaces, or whatever, wouldn’t promote the surface spread of flame.

Q. I see.

Do you remember how you got that information or understanding?
Q. Can I ask you to turn to page 4 {CWCT0000019/4}, please, and we can see a statement which runs over to page 5 (CWCT0000019/5) on the document which says under "Regulations":

"For rainscreen walls, AD B requires that cavity barriers are provided ..."

Then over the page, to the top of page 5, left-hand column:

"... To close the edges of cavities including around window openings.

"... At the junction of the wall with a compartment wall or floor."

What did you understand the need for cavity barriers around windows to be, in general terms if not by reference to this document?

A. I'm not sure I was aware of the need for cavity barriers around windows.

Q. If we turn to page 6 {CWCT0000019/6} of the same document, we can see a title "use of combustible material", and then in the second paragraph it says:

"To satisfy the recommendations in AD B, insulation and filler materials in walls of a building with a floor more than 18m above ground level are required to be of limited combustibility. This requirement does not apply to sealants and gaskets and there is an exception for insulation in the cavity of masonry walls. Similar requirements apply in Scotland and Northern Ireland."

I know you were not familiar with the document or the precise provisions of Approved Document B as you have told us, but in general terms, was that your understanding of the general requirements at the time you were working on the project?

A. I don't ... I wouldn't have known the difference between the limited combustibility and quite to what elements it would go to or would be applied to, at that time, no.

Q. Did you understand at the time of the Grenfell Tower project that materials, insulation and filler materials, in the walls of a building with floors more than 18 metres above ground level had to be of limited combustibility?

A. I'm not sure I would have ... I'm not sure I remember knowing that at the time.

Q. Thank you.

Going down two paragraphs, to the end of that little section, it says:

"The only commonly used insulation material that will satisfy the definition of limited combustibility is..."
MR MILLETT: Thank you.

I’m sorry to keep asking you questions about a document you have never seen, but it is really just an attempt to encapsulate the guidance and see if you understood what was out there.

Under “Alternative approaches” you will see at the bottom of the same column on the same page it says: “For rainscreen walls, AD B allows fire testing in accordance with BS 8414 to be used instead of providing cavity barriers and non-combustible insulation as described above.

“Where testing is carried out in accordance with BS 8414, the test applies to the complete cladding system including insulation, rainscreen, flashings and cavity barriers. Changing any of these components may affect the ability of the wall to resist the spread of fire.”

I know you told us you hadn’t heard, I think, of BS 8414, but in general terms, did you understand that such a thing as a complete test involving these elements existed as a route to compliance?

A. No, because we had only ever used the linear route previously. Or -- yeah -- only experienced that previously.

Q. Yes.

Can I then turn to a different subject, which is the system, or lack of system, in Rydon for disseminating good practice.

Was there a system in Rydon for disseminating guidance documents such as this one that’s on the screen so that senior project professionals would be familiar with them?

A. I don’t recall one, but --

Q. So there was no library where a professional who needed to look and understand what technical guidance was out there in respect of, for example, cladding could go?

A. I think we had a -- no I think; we had a log on to a -- or subscription, should I say, to an internet-based construction library, so we had that.

Q. I see. So would that library have allowed access to documents such as this or Technical Guidance Note 18 or the other documents I have been showing you this morning?

A. It would have done definitely building regs. Whether it had this on it or not, I would have no idea.

Q. Was there any system within Rydon by which senior professionals in charge of projects would be kept up to date with industry guidance such as this?

A. No, I don’t believe so.

Q. Did anybody at Rydon ever go on courses or training on the Building Regulations or associated industry guidance?

A. I didn’t, but that’s not to say others didn’t. I don’t know.

Q. Right.

A. Not aware.

Q. Did you ever discuss CPD, continuing professional development, with your peers and superiors in Rydon?

A. Not aware.

Q. Right.

A. I don’t recall any specific conversations.

Q. Right.
1. Did you take any steps yourself to ensure that you were kept abreast of industry developments?
2. A. I think, like I said earlier, I would be reading the industry press, but not religiously and, you know, every day, every week, but ...
3. Q. Right.
4. You say industry press; is there any particular publication which stands out which caught your interest which you would follow?
5. A. At the time I was a member of the CIOB, so we would have been getting a monthly magazine from them. So -- which I didn't always read, but, you know, would come through.
6. Then you've got other industry press that is electronic. I didn't always read, but, you know, would come through.
7. Q. I would like to turn to the question of Rydon's design expertise now, if I may, and to ask you some questions about how Rydon operated as a design and build contractor on this project, and in general terms.
8. The first question is: did you, or did Rydon, rather, take any steps to ensure that it had set up an appropriate structure to ensure that all aspects of the design works and all aspects of the building works, the construction works, were to be met?
9. A. I don't recall there being a ... well, the structure would be, again, employing the relevant specialist to be able to give us that advice.
10. Q. Can I ask you to look at an email, {RYD00039525}. This is an email at the very bottom of the page from you to Simon O'Connor but copied to you:
11. This is an email, if we go to the bottom of page 4, I think, and then the top of page 5. It says:
12. "We (Rydon Maintenance Ltd) are the main contractor or subcontractor was responsible for which element of the design?"
13. "Is it a fair assessment of Rydon's business model: it only provided management?"
14. "We (Rydon Maintenance Ltd) are the main contractor or subcontractor was responsible for which element of the design?"
15. "Is it a fair assessment of Rydon's business model: it only provided management?"
16. A. Yes, we would -- well, we would have a -- as construction managers, we would have an input into how things were -- how do I phrase this? So things were buildable, buildability of the design, from a safety and a physically how you're able to build stuff, but that's ... that's really the extent of it.
17. Q. Can I ask you to look at an email, {RYD00039525}. This is an email from you on 22 April 2015. I want to take you to page 2 {RYD00039525/2}, please, at the bottom. It says:
18. "We (Rydon Maintenance Ltd) are the main contractor or subcontractor was responsible for which element of the design?"
19. "Is it a fair assessment of Rydon's business model: it only provided management?"
20. A. Agree.
21. Q. Is that all design decisions?
22. A. Yes, we would -- well, we would have a -- as construction managers, we would have an input into how things were -- how do I phrase this? So things were buildable, buildability of the design, from a safety and a physically how you're able to build stuff, but that's ... that's really the extent of it.
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26. A. Agree.
27. Q. Is that all design decisions?
28. A. Yes, we would -- well, we would have a -- as construction managers, we would have an input into how things were -- how do I phrase this? So things were buildable, buildability of the design, from a safety and a physically how you're able to build stuff, but that's ... that's really the extent of it.
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Q. What did you understand or intend the phrase "Rydon's design team" to mean?
A. Our team of designers, so in this case probably it's JS Wright -- or not probably, it's JS Wright, if we're talking about HIUs and pipework. It would also be architects, structural engineers, specialist subcontractors.

Q. So when you use the phrase "Rydon's design team", are you referring to individuals employed by Rydon or are you referring to --
A. No, I mean as a project as a whole.

Q. I see.

A. Yeah.

Q. So, in fact, is this right: that Rydon didn't actually have a design team of its own in-house?

A. Yeah, correct.

Q. It was all outsourced?
A. Yes.

Q. Would it be standard practice for a design and build contractor, given that the contract was to design and build, to have a design manager with design expertise within Rydon in order to control the design process it was undertaking contractually?

A. Well, I can only talk about my experience at the time within Rydon, and they didn't have a design manager.

Q. I see. But from being an industry professional at the time, was your experience within Rydon common or was it --
A. My experience -- if I talk about my experience now, then I think -- I'm talking about half the industry here -- I would say probably 90% of the industry doesn't have in-house design managers.

Q. No --
A. Some do, but I would say the majority in the industry don't.

Q. Right, you're saying that now.
A. They operate the same way as Rydon operated then.

Q. I see. Thank you.

A. Can we then turn to another topic, which is your own role in product selection -- your role generally and in product selection, if I break that up a bit.

You have already explained your role, I think, in your witness statement at paragraph 45 [RYD00094220/9], which I showed you earlier in your evidence. Let me see if we can take it in stages.

Is it fair to say that you saw your role as managing the various contractual relationships and obligations between the parties involved in this project?

A. Yes.

Q. Did you also see your role as overseeing the co-ordination and management of the design process
A. I don't believe we did, unless we had any specific --

Q. Just to be clear, when we're talking about the client's requirements, I mean the requirements set out in the contract between you and the TMO, just to be clear about that.

A. Yes.

Q. Yes, I see.

Can I then turn to your statement at page 10, paragraph 51, {RYD00094220/10}. You say at paragraph 51 there:

"... the Rydon maintenance business did not have internal design expertise to double check each aspect of technical design. The contractual expectations required the subcontractors to produce a design or specify the use of a material that was both compliant with legal standards and suitable for the project."

Do you see that?

A. Yes.

Q. Then if you look at paragraph 52, I'll just show you all of that:

"My understanding was that the materials to be used had either been specified at the tender stage by KCTMO in conjunction with its designer/advisers, or by our specialist sub-contractors. I would have expected that any material that was specified in this way would comply with the relevant legal requirements. At no point during my work at Grenfell Tower did I have any reason to believe that was not the case."

Just taking those paragraphs I've read out aloud to you, Mr Lawrence, together, can I just ask you some questions about that.

Is it fair to say that neither you nor anybody else in Rydon ever investigated or checked the compliance of any product used on the project with any statutory requirements or guidance?

A. I don't believe we did, unless we had any specific --
that Rydon was never in any position itself to form a view about the technical accuracy or adequacy of the design drawings for the cladding façade that Studio E produced?

A. Agreed.

Q. And the same in respect of the design drawings of the cladding façade produced by Harley?

A. Agreed.

Q. And the same in respect of the cladding or design drawings of the façade produced by Studio E or Harley with Approved Document B and the Building Regulations?

A. Agreed.

Q. Same again in respect of the specification of the insulation or other cladding products for the façade?

A. Yes, that would --

Q. Again.

A. Yeah.

Q. And the compliance with the cladding façade as built with Approved Document B and the Building Regulations?

A. Exactly the same.

Q. Or indeed compliance with the industry guidance that I've shown you but you were not familiar with?

A. Agreed.

Q. Same again?

A. Yeah.

Q. Can I next turn, in the ten minutes or so we have before we break, which we may cover in that time, a new topic: design co-ordination.

Can I ask you to look, please, first, at [RYD00017870]. This is a set of minutes of progress meeting number 2 held on 19 August 2014. This was about five or six months after you had come into the project.

I think you didn't attend that meeting, to be fair to you, Mr Lawrence, but we can see on page 1 that you were provided with the minutes for information, at the bottom of the first box there.

A. Yes, agreed.

Q. You do?

A. Sorry, yes.

Q. If you look at page 2 [RYD00017870/2], at item 3.1, please, it says under the rubric "Design Development", 3.1:

"CW [Claire Williams] to appoint a Client Design Adviser."

And then there is a post-meeting note:

"CW advised that the TMO will perform the role of the CDA in house. They will therefore need to sign off all design."

First of all, when you got these minutes, do you remember reading them?

Q. Or indeed compliance with the industry guidance that you, Mr Lawrence, but we can see on page 1 that you were provided with the minutes for information, at the bottom of the first box there.

A. I don't recall.

Q. You don't recall.

A. I would have read them, but I don't recall them.

Q. What did you understand, if anything, by the phrase "client design adviser"?

A. I wouldn't say that's a normal construction term.

Q. I don't know if at this point in time there were ongoing discussions regarding the change from CDMC to principal designer, so I don't know if that's relating to this or not.

A. When you received these, do you remember asking anybody "Well, what's a client design adviser?"

A. I don't recall these.

Q. Do you remember whether there was any discussion that led to a decision by the TMO to assume the role of client design adviser?

A. Only from what I -- unless it's linked to the discussion regarding CDMC and principal designer.

Q. You can see in the post-meeting note there that it's the TMO who are going to sign off all design.

Did you have any understanding at the time about what the implications of that would be?

A. If I was well, as I'm reading it again now, I would expect them to have meant, and obviously we'll have to -- you'll have to ask them, but I would expect them to have meant the things like making sure that there was the right amount of rooms in a -- in one of the flats, and, you know, kitchens and items like that, as opposed to the overall design responsibility.

Q. Did it mean anything to you at the time?

A. I don't remember it, no.

Q. I see.

A. I don't recall it.

Q. Can I ask you to look, please, at [SEA00011955]. This is an email from you to Studio E on 16 October 2014, and also to Neil Crawford, "Grenfell Design, Follow up", do you see that? You can see you say:

"Just to give you a heads up I am planning to hold a Design meeting next week ...

Do you see that?

A. Yes.

Q. In the middle of the paragraph, you say:

"Also Claire is expressing concerns about the current design, wanting more changes and saying that she hasn't got any information. This I wouldn't mind so much but everything she has questioned so far relates to the tender drawings which we were obviously issued by the KCTMO. So either she hasn't read her own drawings
or she feels that they are wrong or other things have changed since tender within the TMO. Either way we need to get it bottomed out and understand their thinking so costly errors aren’t made.

“Bruce - We will definitely need you to attend because you are the only one who really knows the history of why the design is where it is and the historic decisions by the Client.”

Do you see that?

A. Yes.

Q. I’ll just show you one more document on this, {SEA00012032}. This is an email from you to Studio E again on 24 October 2014, where you say:

“Gents”

“I thought I’d forward you a copy of this email trail to show you what is likely to be said to planners.”

You say in the third line there:

“She must have had a change of mind in those 5mins because this got dumped on me before she went on leave for a week also. I’m not best pleased. Anyway I’ve tried to put a response together that doesn’t undo any of your Architectural Planning work or tell complete lies. Hopefully this achieves what the Client is requesting without upsetting all other parties.”
1. SIR MARTIN MOORE-BICK: Thank you.

2. 

3. MR MILLETT: 2 o'clock, please.

4. (Pause)

5. SIR MARTIN MOORE-BICK: Thank you.

6. (1.00 pm)

7. (The short adjournment)

8. (2.00 pm)

9. (Proceedings delayed)

10. (2.10 pm)

11. SIR MARTIN MOORE-BICK: I gather you had a little local difficulty, Mr Millett.

12. MR MILLETT: Mr Chairman, I’m still having a little bit of local difficulty, but I’m glad to say it is only local, personal to me, and that’s why I thought it would be better to get on.

13. SIR MARTIN MOORE-BICK: Is it going to be all right for you to carry on?

14. MR MILLETT: Yes, it will. We will work it out as we go.

15. I just don’t want to hold things up any further.

16. SIR MARTIN MOORE-BICK: Thank you very much. Would you ask Mr Lawrence to come back, please.

17. (Pause)

18. Mr Lawrence, are you ready to carry on?


20. SIR MARTIN MOORE-BICK: I’m sorry that we kept you waiting a bit. There is a little bit of technical difficulty in the room. We are ready to go now.

21. MR MILLETT: I am, Mr Chairman, yes.

22. I apologise, Mr Lawrence. It was, just so everybody knows, a problem with my own personal electronic works here.

23. Just a couple of questions, if I may, to go back over some things we talked about before we rose for lunch.

24. You mentioned a construction website, to which you referred, and it’s at page 103 of the transcript from this morning. What is the name of that construction website?

25. A. I think it’s IHS.
A. Yes, because we had been talking to -- it might be
following the site visit from John Hoban, about the
new -- yeah, new communal riser cupboards, and there was
firestopping needed to be done where we had brought some
new pipework up.

A. Yes.

Q. On the face of it, this email suggests that you had some
interpretation of firestopping in this context?

A. Sorry, just to add to that, I wouldn't take upon myself
to understand that table, hence the conversation with
John Hoban.

Q. On the face of it, this email suggests that you had some
detailed knowledge of Approved Document B.

A. It says there:
"As set out above, RML would rely on Harley and,
following the novation of its appointment to RML,
Studio E to advise on the appropriate design for the
façade including for cavity barriers.

A. That they were a competent architectural practice.

Q. What due diligence did you do into Studio E’s expertise
in respect of the appropriate design for the façade for
this building?

A. That I did personally?

Q. Let’s start with you personally.

A. Sorry, just to add to that, I wouldn’t take upon myself
to understand that table, hence the conversation with
John Hoban.

Q. Let me see if I can get at this another way.

A. I would understand that to be that it goes through the
relevant parties that we’ve contracted to or employed,
so ie Harleys produced their drawings, it goes to
Studio E, Studio E will comment and then it will go to
a final sign-off with Building Control.

Q. I see.

A. Yes.

Q. Was that your understanding?

A. Yes.

Q. Was that your understanding?

A. Yes.

Q. Did you understand what was actually involved in
ensuring compliance with the Building Regulations when
assessing the appropriate design for the façade, words
used there?

A. Yes.

Q. Did you understand what was actually involved in the
process of ensuring compliance with the
Building Regulations when assessing the appropriate
design for the façade?

Q. And it wasn’t a residential high-rise building, was it?

A. No, that’s right, that’s what I just said, no.

Q. Next door being KALC?

A. Yes.

Q. KALC wasn’t a high-rise building, was it?

A. Yes.

Q. Is it?

A. Yes.

Q. Is it?

A. Yes.

Q. Is it?

A. Yes.

Q. Is it?

A. Yes.
A. It wasn't, no, but it had cladding on it and a façade on it.

Q. Did we take it from the answer you've just given us, that you would have taken it on the assumption that they had been involved, that you didn't actually investigate Studio E's expertise to be able to advise on the appropriate design for the façade, but merely assumed by virtue of the novation and their prior involvement that they did have the expertise?

A. Yes.

Q. Did you take any steps to verify the quality of Studio E's pre-novation work?

A. By the fact that our trusted specialist supply chain had seen and were -- and would comment on, or I would expect to comment on, if there was any obvious issues, and the fact that they were taking that design forwards.

Q. Who was your trusted specialist supply chain in the context of that last answer?

A. Harley Curtain Walling.

Q. From the point at which you became involved in the project, indeed Rydon became involved in the project, what examination or investigation had Harley done into Studio E's pre-novation work on the design of the façade?

A. Well, they would have had all the details, they would have had all the tender documents. So did we specifically ask them that question? Probably not. Probably not as directly as that, no.

Q. Were you aware that Studio E had never previously been involved in projects involving a high-rise residential building?

A. No.

Q. Why is that?

A. Not -- no, I wouldn't have been aware of that, no.

Q. You say you wouldn't have been aware of it; why wouldn't you have been aware of it?

A. Because -- because we didn't ask the question as directly as you've just put it.

Q. Was it not important to you, taking over the project and becoming the design and builder, and having taken over the architectural expertise, as it were, from Studio E, to satisfy yourselves that what Studio E had done so far was not only competent, but something which they had the relevant experience to do?

A. Well, it wasn't a fully developed design, and I -- sorry, apologies for repeating myself, but we had a specialist subcontractor that would be looking at that design and would be finalising that design.

Q. Did you ever ask Harley at the start of the project to investigate what Studio E had done, check its quality, and report to you on whether or not that quality of the work up to date was satisfactory?

A. Not in a question like that, no. No.

Q. Why is that?

A. It would probably be assumed.

Q. I see.

Did you take any steps to satisfy yourself that Studio E had the right people, fully qualified with experience in overcladding a high-rise residential building?

A. Yes.

Q. Were you aware that Studio E had the right people, fully qualified with the protocols of ISO 9001 were applied to Studio E?

A. I don't know.

Q. -- was ISO 9001 registered?

A. Can I just ask you one or two questions about ISO 9001.

Q. Have you heard of ISO 9001?

A. Yes.

Q. Did Rydon take any steps to ensure that Studio E, as opposed to Studio E LLP, so I'm talking about the limited company --

A. Yeah.

Q. -- was ISO 9001 registered?

A. I don't know.

Q. Do you know whether Rydon took any steps to ensure that the protocols of ISO 9001 were applied to Studio E?

A. I don't know.

Q. Did Rydon --
Q. Did you undertake any investigations into the TMO’s own due diligence process to understand on what basis the TMO had originally retained Studio E?

A. No.

Q. I’m going to turn next to Rydon’s appointment of Studio E and its schedule of services.

Is it right that the original intention had been to novate the LLP but, because of Studio E’s insolvency, you appointed the limited company --

A. Correct, yes.

Q. -- instead.

A. (Witness nods).

Q. Right. Was that under bespoke terms?

A. Not that I’m aware of, no.

Q. Let’s look at --

A. Sorry, I think there might have been one clarification on the -- or discussion about one of the clauses or terms in the schedule, but --

Q. Let’s see --

A. -- that wouldn’t have been dealt with by myself generally.

Q. Okay.

Let’s look at (ART00002255). This is the record of the contract induction meeting of 1 April 2014. This is a document to which we’re going to return a number of times during your evidence, Mr Lawrence. It took place at the hub, the Network Hub, and it took place between noon and 2.15 on that day, 1 April. You were present, as well as some individuals from the TMO, and Mr Blake, Stephen Blake, was provided with these minutes for information.

Can you please turn to page 4 (ART00002255/4) and let’s look together at paragraph 5.1 under “Novation of Designers”. Under 5.1 it says:

“It was confirmed that Studio E and Curtins have been novated to RYD [Rydon]. Bruce Souces and Stefano Strazzullo are the main contacts respectively.”

Then it says under 5.2:

“SL advised that he will meet with [Bruce Souces] to confirm the schedule of services that Studio E will provide.”

Did you meet Mr Souces?

A. Yes, I had an introductory meeting with Bruce.

Q. Did you confirm the schedule of services?

A. It would have been something we would have discussed, but we wouldn’t have gone through line by line. It’s something that -- we would produce our standard schedule of services. I would expect Bruce probably took it away, checked that they were acceptable or not, and
Q. Let’s go to [RYD00064706], please. I would like to look at the email at the bottom of the chain. This is an email chain of 17 April 2014, and at the bottom there, this is the email that you sent to SEA Limited, and with it a draft schedule of services. Do you see that?

A. Yes.

Q. "Bruce

"Please see attached a draft of the 'schedule of services' document that we are proposing to send to you. "We can discuss further next week."

You see that?

Then on 30 April 2014, at the top of this page, he comes back to you:

"Hi Simon,

"I could have returned this almost immediately, apologies. I've highlighted my comments. It needs to go to our insurer and they will need to see the warranty as well."

If we can go to the attachment to that, please, which is at [RYD00014215/3], I just want to ask you about that.

The attachment you will see there, "Schedule of architectural services". Are you familiar with this document?

A. Yes.

Q. Mr Sounes proposed that it should instead say:

"Responsibility for co-ordinating Building Control submissions."

Do you see that?

A. Yes.

Q. There were other changes as well proposed by Mr Sounes, but they relate to issues we're not concerned with, such as things like acoustics.

My question is: why wasn’t an agreement signed at this stage, 30 April 2014?

A. Because Bruce has come back with comments, he’s checking with his insurers. This document coming back to myself would go to our in-house legal contracts officers for them to take forward and agree any changes or not.

Q. Yes.

What happened next? You got this document, his revisions --

A. That would have gone to our in-house legal -- our in-house solicitors. Rydon had in-house solicitors at the time that would deal with the -- or contracts officers, you could tell them -- that would deal with the contracts such as this and any amendments that needed to be ... or any change that needed to be amended.

Q. After that, what happened, do you know?

A. It generally would go to -- it generally would stay in that department and then they would pick up the comments backwards and forwards between Studio E, rather than it come back to me for me to pass to Studio E, to come back again. So they would then talk directly to whoever we were contracting with.

Q. Do you know when it was that Rydon finally entered into a binding contract in writing with Studio E?

A. Only from the hearing documents.

Q. We will look at the document in a moment, but it was 3 February 2016. My question is: can you explain why, notwithstanding the fact that Mr Sounes had come back to you on 30 April 2014 with his comments on the draft schedule of architectural services, the process of finalising and agreeing that in formal terms was not finalised until more than a year later?
Q. Thank you.

A. I don’t know.

Q. Were you satisfied, in and after April 2014, that even though you hadn’t arrived at a formal binding set of contract terms with Studio E, Studio E were clear on their responsibilities?

A. Yes.

Q. Does this document in front of us, schedule of architectural services, tell us what those responsibilities were?

A. Yes.

Q. I would like you to look, then, at Studio E’s finalised deed of appointment of 3 February 2016, [RYD00094228].

The first thing I should show you on this document is the date: 3 February 2016. I think it’s right, isn’t it, that you had actually left Rydon in the October of the previous year?

A. Correct.

Q. So can I take it that you would never have seen this, or never did see this document until preparing for this inquiry?

A. Not the finalised, and I’ve not read it since either.

Q. I see.

This is not probably a question for you, but Mr Sounes in his evidence before the Inquiry had said that, in relation to the contractual negotiation of this document, it had been agreed by Studio E under duress.

Can you comment on that, or --

A. No.

Q. -- was this after your time?

A. It’s after my time.

Q. Thank you.

I just want to ask you, although I know you hadn’t seen this document, some questions about whether what’s in it might reflect your understanding while you were involved, so that’s why I’m asking you about it.

Can you go, please, to page 3 [RYD00094228/3], and clause 2.2. It says under 2.2, “Services”:

“Without prejudice to the generality of the foregoing the Consultant acknowledges that it is responsible for all and any design and other work undertaken by the Consultant its employees servants sub-contractors or agents in relation to the Site before the date of this deed.”

During your role as contract manager on the Grenfell Tower project, until you left in October 2015, does that provision reflect your understanding, through that period, of who was responsible, as between Studio E on the one hand and Rydon on the other, for design work on the Grenfell project?

A. Yes, it does reflect that.

Q. How did you organise division of design work between Studio E on the one hand and Harley, the cladding subcontractor, on the other?

A. Well, Studio E did the initial outline design. Harleys, would then take that, obviously check that, and then do the technical fabrication details of exactly how that was to be built.

Q. How did you understand Studio E’s responsibility to Rydon for design to interrelate or correlate with Rydon’s ultimate responsibility to the TMO for design?

A. Well, I understood it that we were delegating the design responsibility.

Q. Can you look at page 3 of this document, please, and let’s look at clause 2.3. I think we’re still on page 3, in fact. 2.3:

“The Consultant warrants it has exercised and will continue to exercise reasonable skill care and diligence in the discharge of the Services to the standard reasonably to be expected of a competent professional experienced in the provision of professional services for works similar to the size scope complexity quality and nature of the Development.”

Now, for the definition of “services”, we go to pages 8 to 9 [RYD00094229/9]. Can we just look at those before I ask the question about this. Annex A, schedule of services, and I think you need to look at page 9, which actually sets out the services themselves. There is a long list running into the 30s. Do you see that?

My question is: during your time at Rydon on this project, did you see any document like this which set out exactly what Studio E were supposed to do?

A. Yes, I’m assuming that was in the draft information that I would have sent to Bruce in the first place.

Q. Okay. Let’s then look at page 4 [RYD00094227/4], clause 5 of the document itself. We will come back, as you say, to this because there was a draft of this at the time. We will come back to it.

Looking at clause 5, “Deleterious materials”, it says that:

“The Consultant warrants to the Contractor that in carrying out the Services it has not and that it will not specify for or knowingly permit to be used in relation to the design of the Development any materials or substances which the Consultant knows or exercising reasonable skill and care ought to know at the time of specification (save where the Consultant has an ongoing involvement in the Development including without limitation supervision or inspection of the Development in which case at the time of use) are not in accordance
Q. Can I ask you to look at page 5 {RYD00094228/5}, clause 8.1, CDM Regulations:

“The Consultant is aware of the [CDM] Regulations 2015 [those are the ones that came in in October 2015, so by the time of this deed] ... and acknowledges that in relation to the Services it is a ‘designer’ as defined in the CDM Regulations and will use reasonable skill and diligence to comply with its obligations and duties as a designer as defined and specified within the CDM Regulations.”

My question there is: do you agree that those obligations, making all allowances for the change from 2007 to 2015 regulations, included in general terms the continuing provision of design information to Rydon as principal contractor?

A. Yes.

Q. And that would have been applicable during your time as contract manager on the Grenfell Tower project?

A. Yes.

Q. Can I now turn to a different topic, which is drawing review.

If we look back at the schedule of services while we’ve still got the document open, page 8, please, and go straight to page 10 {RYD00094228/10} -- it starts on page 8, but if we go to page 10 -- and look at paragraph 27, here is one of, as we can see, the long list of architectural services to be provided by Studio E. Under paragraph 27, Studio E were obliged to:

“Examine Subcontractors’ and Suppliers’ drawings and details, with particular reference to tolerances and dimensional co-ordination, finish, durability, appearance and performance criteria and report to the Contractor.”

On the basis that a document similar to this -- let me ask it a different way: what did you understand Studio E’s obligation to “examine Subcontractors’ and Suppliers’ drawings and details” to entail in practice?

A. Well, they were the lead designer, so I would expect them to be taking subcontractors’ and suppliers’ drawings and making sure they are co-ordinated with their own design and their own design intent, and basically that everything fitted together.

Q. In answering that question, do I take it that that’s your expectation and was your understanding throughout your time as contract manager on this project?

A. That they were lead designer, yes.

Q. Yes, and that they had those obligations?

A. Yes.

Q. Is it fair to say that in circumstances where, as you have told us, Rydon didn’t itself have any in-house design expertise to undertake the task of examining subcontractors’ and suppliers’ drawings and details as we see here, it was essential that Studio E performed that task competently?

A. Yes.

Q. Was that your expectation?

A. Yes, I would expect them to do it competently, yeah.

Q. If Studio E wasn’t going to perform that task competently, who was?

A. Well, it should have been Studio E.

Q. Right. There was no one else you were looking to, was there, to do that job?

A. No, they were lead designer, so yes.

Q. Do you accept that, in turn, Rydon was responsible to its client, the TMO, to make sure that Studio E undertook proper and professional drawing reviews as they promised under that paragraph?

A. Yes.

Q. Did you think that, in order for Studio E to fulfil the obligations we can see in paragraph 27, Studio E would need to have timely access to all the up-to-date drawings?

A. Yes.

Q. And Rydon needed to be in control of that information?

A. We needed to co-ordinate and put the parties together. I wouldn’t necessarily expect all the information to come to us for us to then pass it straight on to Studio E. I would expect us to be copied in, but I would expect the designers to liaise directly as well.

Q. You wouldn’t expect them to liaise without you being informed of the fact?

A. Generally we would make sure that we were copied in, so if there was anything obviously wrong or, you know, one contractor was going in a different direction to another, or Studio E were instructing something that we didn’t feel was correct, then, yes, we would say so. But otherwise I would expect Harleys to be talking to Studio E directly. I think they need to, because their designs are
Q. Can I ask you to look at [ART00008645]. On page 1 here at the top is an email from Mr Booth, Phillip Booth of Artelia, on 11 June 2014. They sometimes use American dating there. The email chain is mainly discussing payment of Studio E’s invoices. Please just focus on the last line:

“I will speak to Clare about the CDA role as we should implement a formal design approval process [led] by yourselves.”

My question is: did you understand at that time that the formal design approval process would be led by Rydon?

A. I think what he’s saying there is that – by Rydon or one of their designers. So the same principle, if Studio E had drawings that need to be checked or approved by the client, then I wouldn’t expect them to be sending them to me, solely me, and not including the client.

Q. Well, you have introduced a qualification, “by Rydon or one of their designers”. That’s not something that Mr Booth was proposing, was it?

A. When he is saying “led by yourselves”, is he not talking about Rydon as a whole?

Q. You tell me, Mr Lawrence.

A. I --

Q. It says:

“I will speak to Clare about the CDA role as we should implement a formal design approval process [led] by yourselves.”

My question is: at the time you got that email from Mr Booth, did you understand that he was proposing that a formal design process would be led by Rydon?

A. Yes, but when he meant Rydon, I would assume -- I would read by that that Studio E and the supply chain, but Studio E particularly as lead designer, would be integral in that process. It wouldn’t just be Rydon and the TMO; Studio E are integral in that process, they need to be part of that process.

Sorry, I don’t understand quite where you’re -- what you’re --

Q. I’m just trying to ask you to explain what you understood by this email, and particularly the words “led by yourselves”, and I think you are telling us that “yourselves” doesn’t only mean Rydon, but it means Rydon and all its subcontractors.

A. Yes.

Q. I see.

A. Well, led by Rydon, but Rydon, in terms of design, would look to Studio E to fulfil that for us.

Q. So you are telling us, are you, that if the decision were taken to implement a formal design approval process led by Rydon, in fact it would be led by Studio E?

A. Yes, because they were the lead designer and they were best placed to handle and move the drawings to the client for an approval process.

Q. It’s not what Mr Booth is suggesting, though, is he? He is suggesting that the design approval process is led by Rydon, as in you.

A. I don’t think you can determine that from -- I don’t read that the same way as you, unfortunately. I read that as Rydon and its contracted parties, and if I -- I would read that as that we would speak to Studio E and Studio E would be part of that process.

Q. Now, I want to move to something that Mr Crawford has said to the Inquiry about this topic.

Can I ask you to look at his witness statement, [SEA00014275/16]. I would like us to look together carefully, please, at what he says at paragraph 37. I’ll show you the whole paragraph:

“In terms of how Studio E worked with Rydon Post-Contract, we were its appointed architect. I had expected that this would involve providing the usual services set out in the RIBA Plan of Work (ie work stages J, K and L, as they were known at the time), specifically with the role of lead designer and architectural designer. However, Simon Lawrence (Rydon) said to me in an informal conversation around the start of my involvement in the Project that Rydon tended not to use its architects as much as it might do. As such, he envisaged Studio E’s role being more responsive, with Rydon maintaining a greater degree of control over the design process, than I would normally expect from a design and build contractor. In that regard, I had less to do for Rydon than I expected.”

Now, in his oral evidence to the Inquiry, Mr Crawford told us that your conversation with him that he’s recording here in his witness statement took place on site around August or September 2014. Do you recall such a conversation?

A. No.

Q. Mr Sounes told the Inquiry that he recalled you telling him words to the effect on more than one occasion, long before the work started on site -- this is what the effect was -- and, as a result, Studio E saw their involvement from that point as being limited to responding to specific queries.

Do you recall a conversation with Mr Sounes?

A. The only conversation I recall with Bruce that may be loosely interpreted was in my initial meeting with
Bruce, my introduction meeting with Bruce -- so I went
to Studio E’s place of work, sat down and had a meeting
just me and Bruce as an introduction, you know, "Hello,
we’re Rydon", et cetera, et cetera, and Bruce having
some concern -- or us discussing a concern about whether
we wanted a full snagging inspection role, and then we
very loosely discussed works in and around occupied
residents’ properties, as in I wouldn’t expect him -- in
occupied refurbishment projects, there are so many
different scenarios in people’s homes that I wouldn’t
expect an architect, as part of the occupied
refurbishment section of the building, to be coming into
every single property, checking every single property,
 snagging it for us, picking up any slight nuances in
whether a boxing went to the left, to the right, et cetera.
   So that’s the only thing I can think that they’re
   referring to, but I do not recall any conversations with
   Neil on site.
Q. I don’t think that’s in your witness statement.
A. It may not -- no, probably not.
Q. How come you’re remembering that now? Is that just
   because --
A. Because this has come up and I have had to try and
   recollect what this might be referring to.
Q. Was it your impression that he had that impression or
details than he would otherwise expect.
A. No, I wouldn’t have said so. I wouldn’t have said it
was any different to -- no.
Q. Specifically, Mr Sounes recalled that it was his
impression as a result of what you told him that
Studio E could expect -- and I’m quoting from his
transcript, {Day7/116:7}, just for our purposes and
perhaps yours if you want to be sure about it, but he
could expect "less queries, less requests for drawings
or details" than he would otherwise expect.
   If he had that impression, as he says he did, can
you explain how come?
A. No, I don’t -- no, I can’t.
Q. Was it your impression that he had that impression or
understanding?
A. No. I think the consultant deed, he’s setting out what
we’re expecting him to do. If he thought he was doing
something less than (a) he was being paid for and (b)
what the deed was setting out, I think it would be very
unusual that he wouldn’t query that. But -- so
I can’t -- I don’t know, it must be a misinterpretation
or something, I don’t know.
Q. We have seen what Mr Crawford has said about the
conversation, and it’s still on the screen, paragraph 37
of his statement.
A. Yes.
Q. Mr Lawrence, did you ever tell Mr Crawford or anybody
else at Studio E that you, either personally or Rydon as
a company, had no design capability itself and was going
to rely on its appointed subcontractors and
subconsultants?
A. I’m not sure we would have -- no, I’m not sure we would
have been as direct as -- no, I’m not sure we would have
been as direct as that, no.
Q. Did an occasion ever come up in informal conversations
with Mr Sounes or Mr Crawford when you could have said
to them, or did say to them, that you had no design
capability yourself and were relying entirely on them?
A. I’m sure occasions may have come up, but we didn’t --
I don’t recall having that conversation.
Q. If Mr Crawford is correct in his recollection, and
you’re incorrect in your recollection, would that
suggest that Rydon did indeed have an in-house design
capability?
A. Well, I don’t know, because we didn’t have.
Q. Mr Crawford also told us -- and this is

{Day9/102:121} -- that he was hounding you a bit at the
time. Do you remember that?
A. Sorry, Mr Crawford was hounding me?
Q. Mr Crawford, yes. He said that he was hounding you
a bit at the time of the conversation, which he put at
about August or September 2014.
A. I don’t recall the conversation at all.
Q. Right.
   Is it possible that you made the comment to
Mr Crawford that he says you did in order to get him off
your back?
A. I think it would be very unlikely that ... that
Mr Crawford, knowing him and his personality, is not ...
I can’t imagine that I would just be getting him off my
back with him hounding me, because I don’t see that’s
how the relationship was.
   So, no, I don’t think that’s possible and I don’t
recall the conversation.
Q. In the next paragraph of Mr Crawford’s statement,
paragraph 38, same page, in the middle of that paragraph
he says:
   “Although I found Simon Lawrence quite hands on
drawing control was more informal than I was accustomed
to, perhaps as I had previously been involved in larger
projects with drawing control protocols.”
Would you agree that you were quite hands-on?

A. That’s probably fair.

Q. Was the drawing control system managed by Rydon on the Grenfell project informal?

A. It was more informal than my experience now. A lot of others now will use online systems and drawing control specific systems, where Rydon were very much of sort of old school, should I say. So it wouldn’t be as formal as what my experience would be now.

Q. Would it be as formal as what your experience was from other projects at the time, from 2014 to 2016?

A. Yes, it had been in line with previous projects.

Q. I see.

A. I would think “approve” is a term that’s probably going to come up for some question, but yes, I did.

Q. Given your understanding of Studio E’s obligations to Rydon and Rydon’s obligations in turn to the TMO, did you take any steps to ensure that all drawings were distributed to Studio E?

A. All the drawings that came, that I’m aware of, came in and went to Studio E.

Q. Who did you consider was in ultimate control or had ultimate responsibility for the drawing control process?

A. Well, ultimately Rydon are responsible for the design, but I would expect the lead architect or the lead designer to take control of that process.

Q. What was Rydon’s role exactly in that process?

A. Well, co-ordinating the two parties, making sure the flow of information between the two parties was happening.

Q. I see.

A. When you say at [draft] line 11, “we would then comment on them and give them a status,” what was the nature, in general, of your comments?

Q. Of Rydon’s -- my comments?

A. Yes.

Q. Our comments would only be about buildability and if there was anything obvious about buildability.

A. I see.

Q. You say you would give them a status, what sort of --

A. I wouldn’t give them a status, Studio E would give them a status.

Q. Well, you have told us that Studio E would take them, would then comment on them, give them a status for Harleys to amend if required or not if they were acceptable for construction.

A. So someone like Harley would send their drawings directly to Studio E. Like I say, we would be copied in to those drawings as well. Studio E would then take them, would then comment on them, give them a status for Harleys to amend if required or not if they were acceptable for construction.

Q. What was Rydon’s role exactly in that process?

A. Well, co-ordinating the two parties, making sure the flow of information between the two parties was happening.

Q. I see.

A. When you say at [draft] line 11, “we would then comment on them and give them a status,” what was the nature, in general, of your comments?

Q. Of Rydon’s -- my comments?

A. Yes.

Q. Our comments would only be about buildability and if there was anything obvious about buildability.

A. I see.

Q. You say you would give them a status, what sort of --

A. I wouldn’t give them a status, Studio E would give them a status.

Q. Well, you have told us that Studio E would take them, would then comment on them and give them a status --

A. That’s Studio E’s, that’s not my --

Q. I see, all right.

A. -- document on the screen. That’s Studio E’s, I believe. I think that’s Neil Crawford’s, isn’t it?

Q. I was reading from the [draft] transcript. Did you expect Studio E to approve drawings produced by Harley?

A. Yes, I think “approve” is a term that’s probably going to come up for some question, but yes, I did.

Q. Did you regard their approval as final or did you regard Rydon’s approval as final?

A. I regarded their approval as final, save for the fact of Building Control.

Q. Building Control?

A. Yes.

Q. Right.

A. And the --

Q. What about buildability? What if they had said something was approved but you thought it wasn’t buildable, then what would then happen?

A. Then we would have a conversation between the three parties as to what element wasn’t buildable.

Q. What steps did you take to ensure that records were kept of what drawings had been provided to Studio E?

A. We did, and I think they’re on file.

Q. You didn’t keep your own drawings register?

A. Yes, that’s --

Q. What about buildability? What if they had said something was approved but you thought it wasn’t buildable, then what would then happen?

A. And the --

Q. What steps did you take to ensure that that happened every time?

A. Well, Harleys wouldn’t proceed unless drawings were approved. There would be drawing issue sheets on record.

Q. What steps did you take to ensure that records were kept of what drawings had been provided to Studio E?

A. There were drawings -- because Harleys and others would issue drawing issue sheets that we would keep on file that would show what drawings were issued when, the numbers, the revisions and who to.

Q. You didn’t keep your own drawings register?

A. We did, and I think they’re on file.

Q. Okay.

A. Yes.

Q. What steps did you take to ensure that records were kept of drawings which you had seen but hadn’t yet been given to Studio E?
A. It would be very unusual for me to be copied in to a drawing only and Studio E not to be copied in.

Q. Right. So I think the thrust of what you’re telling us is that every time Harley issued a drawing it would come to you at the same time as Studio E?

A. Yes, I would be copied in, either myself or Simon O’Connor or one of the other -- it would generally be myself or Simon.

Q. Sticking with Mr Crawford’s statement, I would like to go to page 26 (SEA00014275/26), please, and look at paragraph 67. He says there that -- do you see that? At the bottom of page 26, he comments on the drawing management system and he describes it as ad hoc. Do you see that in the middle of the paragraph? He says:

‘With smaller projects it is not uncommon to have an ad-hoc drawing control system, as was the case here:’

A. Which is what I -- sorry to interrupt -- that’s what I was explaining earlier with --

Q. Yes, then he goes on:

‘However, with a project this size I would have expected Rydon to have implemented an electronic drawing control system, which I had often used on previous projects. I do not know why Rydon did not implement such a system for the Project.’

A. I think it’s -- sorry to interrupt -- that’s what I was explaining earlier with --

Q. Yes, go to page 26 {SEA00014275/26}, please, and look at paragraph 67. He says there that -- do you see that? He says:

‘With smaller projects it is not uncommon to have an ad-hoc drawing control system, as was the case here.’

A. Which is what I -- sorry to interrupt -- that’s what I was explaining earlier with --

Q. Yes, then he goes on:

‘However, with a project this size I would have expected Rydon to have implemented an electronic drawing control system, which I had often used on previous projects. I do not know why Rydon did not implement such a system for the Project.’

A. Well, understanding of that, you -- there are online portals, is probably the best way of describing it, as document control, which quite often large contractors use. Rydon didn’t use such a portal, is probably the best way of describing it, as document control, which quite often large contractors use. At line 15 on the same page he confirmed that it was his view that an electronic document control system was good practice. Would you agree with that?

A. I think it’s -- in my experience since Rydon, I think it’s definitely very helpful, and I think it’s generally more commonplace now, but that’s not what Rydon used at the time.

Q. No, but do you agree with him that it was good practice at the time?

A. At the time I wouldn’t have known, because I had not used one previously. But I have done since, and yes, they are definitely useful, very useful.

Q. Right.

A. I can’t answer.

Q. Right.

A. I think from what you’re saying that Rydon didn’t use electronic drawing control systems on any other projects; is that correct?

A. Not as far as I’m aware of, no.

Q. At the time?

A. At the time.

Q. Yes. So no, they didn’t at the time; is that right?

A. Not at the time, no.

Q. Did you ever tell Studio E that you had no drawing control system?

A. I don’t think we would have been that specific.

Q. Right.

A. No.

Q. Did you ever tell Studio E that you expected them to run a drawing control system?

A. Again, I don’t think we would have been that specific in a -- or direct in a statement, no.

Q. What steps did Rydon have in place to review the ongoing performance of the drawing control systems that were being used so that if you needed a more formal one, you could introduce it if needed?

A. Well, I wasn’t used to a more formal one, because in my experience at Rydon we hadn’t used a more formal one, and I believed we were acting as was my experience of Rydon.

Q. Can I ask you to look at paragraph 38 of Mr Crawford’s witness statement on page 16 (SEA00014275/16). I think we looked at this a minute ago. I don’t think I showed you the last part of the paragraph. It says, three lines up from the bottom of paragraph 38:

‘Rydon did not involve Studio E in all the site meetings which took place or design decisions and we were not copied into all emails. This meant that’
Q. Was it ever your understanding that Studio E were relying on Rydon to come back to them if Rydon thought there was anything wrong with the drawings?

A. Not as far as -- not as I recall, no.

Q. When you say “obviously wrong”, does that mean obviously wrong to a specialist designer, my experience as a construction manager meant that if I saw something that was obviously wrong then I would challenge that and I would have expected the rest of the Rydon team, and indeed all of those involved in managing the project, to do the same.”

Do you see that?

A. Yes.

Q. When you say “obviously wrong”, does that mean obviously wrong with Studio E’s design?

A. Could be with any design.

Q. Is it correct that Rydon didn’t involve Studio E in all design decisions?

A. Not as far as -- not as I recall, no.

Q. Mr Crawford says that Studio E were not copied in to all emails. Was that your experience?

A. I think we did.

Q. He then goes on to say: “This meant that Studio E was often left to respond to Rydon’s specific design queries as they arose.” Is he right about that?

A. Not as far as I’m aware, but ...
Q. Precisely.
A. But you -- yes, I think if you saw an as-built drawing and there was something that was on there that wasn't on the building or vice versa and it was obvious, then yes, of course, you would flag it up.

SIR MARTIN MOORE-BICK: Mr Lawrence, maybe I'm a bit naive about this, but I understood you to mean -- whatever your precise choice of language -- this: if you saw something which you thought was wrong, you would raise it?
A. Yes.

SIR MARTIN MOORE-BICK: Is that really what you're trying to --
A. That's a much better way of putting it, thank you.

MR MILLET: So if you saw something that wasn't compliant with the Building Regulations, you would raise that, if you realised it wasn't?
A. If I knew, yes, of course, yes.

Q. What about errors that were not obvious, as in obvious to you? Was there anybody at Rydon who would pick up such errors?
A. At Rydon? No.

Q. In the light of that, how did you expect Rydon's ongoing review of design to spot deficiencies beyond those which could be called obviously wrong as you have just explained it, in other words obviously wrong to you?
A. I wouldn't expect them to be able to do that.

Q. You wouldn't?
A. No.

Q. Can I ask you then to look at Mr Crawford's witness statement again, ({SEA00014275/17}), paragraph 41, and he says in the second line:
"... a key concern for me through the construction phase was to maintain the integrity of the architectural intent established at planning and tender stages. This did not necessarily involve commenting on the finer detail or technical aspects of designs or the selection of materials, but was from the view of architectural intent which covered aspects such as sitting, spatial arrangements, amenity, tolerances, dimensional co-ordination, the appearance, proportions, colours or finishes of the products. I would comment as to whether the drawings provided by others were compatible with the architectural intent and address or highlight any implications or clashes that might need to be considered to ensure the architectural intent was preserved."

Now, I quote that to you at length. Mr Crawford was asked about that passage in his oral evidence, and we don't need to look at it, but just for our note it's ([Day9/91:2-6]). He said it was standard industry practice that architects would comment only on architectural intent, and he believed that Rydon understood that.

Now, that's what he said.

To what extent is what he says in his statement I've just read to you an accurate reflection of what you understood the scope of Studio E's role to be?
A. I would say that was his primary purpose for looking at drawings and reviewing drawings, would be to make sure it is in accordance with his overall or their overall design. But I would also expect an overview of compliance where he -- again, probably where it was obvious. I would expect him to have a basic -- or architects to have a basic knowledge of the Building Regulations. So, again, if there was something that was obviously wrong, then I would expect it to be picked up before it went on to Building Control.

Q. Had you ever heard the expression "architectural intent" before your involvement on the Grenfell project?
A. Yeah, I probably have, yeah.

Q. What was your understanding about what that meant?
A. It means that they're doing the overall -- "architectural intent" means the overall sort of picture and design intent, so the -- you know, "We want a building to look grey and be overclad", or whatever it be.

Q. Had you ever had experience of the subcontracted architect on a project saying that their role was limited to checking whether drawings conformed with architectural intent?
A. No, I don't recall so.

Q. So was this the first time?
A. That would be, yes, I don't ...
Q. -- at Studio E ever told you anything to the effect that they didn’t have the wherewithal to carry out those obligations?
A. No, that’s correct.
Q. Does it follow from that you expected Studio E to have the design expertise to review a subcontractor’s drawings and report to you?
A. Yes.
Q. Throughout the project?
A. Yes.
Q. Can we look at paragraph 54 of Mr Crawford’s statement, page 23 (SEA00014275/23). He says in relation to Studio E’s involvement in assessing Harley’s drawings:
“From time to time, Harley asked me to comment on a drawing or a set of drawings. I discuss this in the context of specific drawings further below, but in summary I would then usually send back some observations, commenting on the ‘architectural intent’.
I would then record my comments on any particular drawing using a stamp describing the documents as status ‘A’, ‘B’ or ‘C’ (the Status). The meaning of the Status ‘A’, ‘B’ or ‘C’ is a convention which is widely used and commonly understood in the construction industry. It essentially meant what was stated in the wording on the stamp.”

Then he goes on to explain what was on the stamp:
“54.1 ‘A’ - Conforms to ‘architectural intent’.
54.2 ‘B’ - Conforms to ‘architectural intent’ subject to incorporation of comments. Revise and resubmit for A Status.
54.3 ‘C’ - Does not conform with ‘architectural intent’. Revise and resubmit.”

Now, under item 27 of Studio E’s schedule of services that we looked at earlier -- we can look at it again if you like -- Studio E was obliged to examine subcontractors’ and suppliers’ drawings and to report to the contractor. Take it from me it says that, but if you would like to look at it again --
A. No, no.
Q. -- before I ask you the question, we can.
Is it fair to say that the management of that process fell within the remit of your role control as contract manager?
A. The management of the --
Q. Of the process of examining subcontractors’ and suppliers’ drawings and reporting to the contractor. In other words, as contract manager, it was your job to make sure that Studio E did what it said it would do and report to you on those matters?
A. Yes, that’s what I would expect, yeah.
Q. Yes.
A. To me or the team, but yes.
Q. How did you manage that process?
A. By communication with Studio E and Harley and others, design team meetings.
Q. Other than the emails that we've seen, and we can look at in detail, what records did you keep of the reports made to you pursuant to that contractual obligation?
A. I think the report -- I think reports would come by exception, so we would only get comments, emails, if there was anything wrong, rather than confirmation that everything was right every week, month or otherwise.
Q. When Mr Crawford used the A, B or C stamp and sent the drawings with those markings on them back to you, did they come back from Studio E to you in the first instance or did they come to you for onward transmission to Harley? In other words, were you a conduit?
A. No, I think generally in this case I was -- and would be normal with a specialist subcontractor taking on design, I would imagine, but it would be copied in, it would be a free flow of information between Harleys and Studio E.
Q. You saw, presumably, when these drawings came through, the A, B or C stamp on them? Did you see that?
A. I think the report -- I think reports would come by exception, so we would only get comments, emails, if there was anything wrong, rather than confirmation that everything was right every week, month or otherwise.
Q. Mr Crawford goes on at paragraph 55 on the same page to say:

"In my opinion, it was technically incorrect for Harley to ask me to 'approve' a drawing. Specialist packages such as cladding, lifts, stairs, etc. would be completed by, and the primary responsibility of, specialist subcontractors. We comment on their drawings only from the perspective of 'architectural intent'."

Was it your understanding at the time of the project that Studio E had no responsibility to check a drawing from any of your specialist subcontractors beyond ensuring that it complied with architectural intent?
A. I’m not sure I picked up on the wording behind the A, B and C.

Q. When you say you didn’t pick up on the wording behind it, do you mean the wording within the stamp?

A. Within the stamp.

Q. So going back to paragraph 54, just to chase that up for a moment, in his statement, he explains what A, B and C each mean there.

A. Yes.

Q. Are you telling us that you didn’t understand or didn’t address your mind to the meaning of each of those?

A. I don’t recall specifically looking at the stamp and saying: the words behind A is exactly what we need or not exactly what we need, no, I don’t recall doing that.

Q. Would it follow, then, that you didn’t address your mind to whether or not the limitations involved in Studio E using the stamp meant that they weren’t checking the drawings or designs for compliance with regulatory requirements?

A. No, I didn’t pick that up.

Q. Was it Rydon that was approving all drawings for construction?

A. No, it was Studio E.

Q. I see.

A. I wonder if we can chase through an example of this to see how this works in practice. I’m going to use the example of a Harley drawing, C1059-200. This was a drawing of the windows at Grenfell Tower.

Can I ask you to turn to {SEA00012756}, and I would like both pages next to each other, if it’s possible to do that. I wonder if we could have pages 1 and 2 next to each other, if it’s possible to see that? You can’t see that there is an attachment to that, but there is, and it’s {SEA00003093}, please. This is a drawing which, from the bottom right-hand corner, if we blow it up a bit, you will see is dated 20 August 2014 and from the middle box it’s revision G, 17 February 2015. Do you see that?

Mr Crawford’s reply of the same day attaching a drawing with his comment on it. Do you see that? He says:

“I Kevin”

“Please see attached comment.”

“Regards.”

“Neil.”

You can’t see that there is an attachment to that, but there is, and it’s {SEA00003093}, please. This is a drawing which, from the bottom right-hand corner, if we blow it up a bit, you will see is dated 20 August 2014 and from the middle box it’s revision G, 17 February 2015. Do you see that?

A. Yes.

Q. Mr Crawford has added the Studio E rubber-stamp on the right-hand side and ringed B there.

A. Yes.

Q. So when you said earlier that Rydon wasn’t approving all drawings for construction, it was Studio E, do you think that was quite right, looking at this as an example?

A. Correct.

Q. So going back to paragraph 54, just to chase that up for a moment, in his statement, he explains what A, B and C each mean there.

A. Within the stamp.

Q. Is it -- is it {SEA00012756}, and I would like both pages next to each other, if it’s possible to see that? He says:

“Please find attached revised type 10 windows, now with symmetry as requested.”

“Please approve and forward your official instruction for us so as we can proceed with remakes of those in manufacture.”

So this is Kevin Lamb asking you, Mr Lawrence, to approve the drawing for construction, isn’t it?

A. He is, yes, and in turn Neil Crawford picks up the comments regarding the drawing, which I would expect him to do, because I would have only forwarded that to Neil had it have come to me only. But instruction for manufacture would come from Rydon.

Q. You --

A. So I would expect Neil Crawford to be saying, “Yes, this is what we want, yes, this is correct,” and then if they needed a separate instruction for Harleys to proceed with the remakes, then I would expect that instruction to come from Rydon.

Q. I mean, on the face of it, Mr Lamb is asking you, Mr Lawrence, to approve and forward your official instruction so as to proceed with manufacture.

A. I think that’s just email etiquette. I think he’s put me in there as effectively his client, but he has copied everybody else in. It would only go to -- all I would do, if that had come to me only, I would pass that straight to my lead designers to check the design.

Q. But he was asking you to approve the drawings for construction, wasn’t he? That’s what the email effectively asks you personally -- or not personally in your personal capacity, but you personally at Rydon to do.

A. Yes.

Q. Let’s have a look. Page 1 {SEA00012756/1} shows a drawing which, from the bottom right-hand corner, if it’s possible to see that? He says:

“Neil.”

“Hi Kevin”

“Please see attached comment.”

“Regards.”

“Neil.”

You can’t see that there is an attachment to that, but there is, and it’s {SEA00003093}, please. This is a drawing which, from the bottom right-hand corner, if we blow it up a bit, you will see is dated 20 August 2014 and from the middle box it’s revision G, 17 February 2015. Do you see that?

A. Yes.

Q. Mr Crawford has added the Studio E rubber-stamp on the right-hand side and ringed B there.

A. Yes.

Q. Meaning that the drawing was only approved in relation to design intent subject to incorporation of comments, and that the drawing should be revised and resubmitted for category A status; yes?

A. Yes.
Q. That’s what it says.
A. Correct.

Q. Then it says, “Approved for construction”.
A. Yes. Okay, yeah.

Q. Do you know who added the stamp or put the stamp on, “Approved for construction”?
A. I think that’s part of a Harley -- I think that’s a Harley drawing. Sorry, I know it’s a Harley drawing.

Q. I see. Is that a stamp that Harley put on their drawing habitually before or after?
A. You wouldn’t think it would be before. I would say that’s an error. But it’s obviously not been picked up.

Q. So, customarily, would the “Approved for construction” stamp go on before or after the Crawford architectural intent stamp?
A. You would expect it to go on after.

Q. You would, that’s logical, but I’m asking you for what happened as a routine practice on this project.
A. I don’t recall.

Q. Right.
A. No, I don’t think that’s -- I don’t think that’s typical.

Q. You would expect it to go on after.
A. Correct.

Q. So, just in simple terms, what in this run of emails was there to -- there would be no instruction unless there was a, you know, instruction under the contract to change something that they were already deemed to do.
A. Yeah, I wouldn’t expect a drawing to be sent to me -- sorry, I wouldn’t expect a drawing to be approved by Studio E, come back to me for me to issue a formal instruction to the subcontractor to proceed, no.

Q. So who would give the instruction to the subcontractor to proceed if not you?
A. The stamp from Studio E is the instruction that it is fit for purpose. So, therefore, the subcontractor -- in
Q. Forgive me, Mr Lawrence, that doesn’t quite work, does it, unless I’m misunderstanding you, because the stamp from Studio E in this case wasn’t A, conforms, it was B.

A. Which B says -- B generally is --

Q. Revise and resubmit.

A. Generally -- well, generally it will be fit for construction, providing the comments are included.

Q. So are you saying that once Studio E stamped a drawing B, for example --

A. Yeah.

Q. -- and sent it back to Harley, you would simply expect Harley to make the change to the drawing and proceed direct to construction without any approval from Rydon?

A. Yes, without any formal approval from Rydon, yes, unless there was a complete change to their contract and we were asking them to do something completely different to what they were employed to do.

Q. Who would oversee whether the changes that were made to the design by Harley were those which actually did meet with Studio E’s approval, given that Studio E in this instance were asking for a change?

A. We wouldn’t; we would be expecting Studio E, as lead designer, to approve the Harley design.

Q. Would the drawing go back to Studio E once the drawing had been done by Harley in response to Studio E’s stamp, they would automatically proceed to construction, but I would expect the copy to be updated within architectural intent, and after Harley had amended it, what would then happen to that drawing?

A. I would expect both; I would expect Harley to proceed to construction, but I would expect the copy to be updated so there was a revised copy back to Studio E.

Q. So in that instance, who was giving the instruction to Harley to proceed to construction, was it themselves?

A. It was Studio E.

Q. We have been round this point once before. Studio E don’t give an instruction to proceed; they simply certify the drawing as compliant with architectural intent.

A. By doing that they’re saying that it’s fit for construction, please proceed.

Q. Was that your understanding at the time?

A. That was my understanding of it, yes.

Q. That was, was it?

A. Yeah.

Q. Did you ever have any discussion about that with Mr Crawford or anyone at Harley?

A. No, because if everybody hadn’t have been cognisant of that process, then nothing would have got built, everything would have just sat there and Harley would not have proceeded at all until they got a formal instruction for every single element of works, which was not the case.

Q. So was it your understanding that once an amended drawing had been done by Harley in response to Studio E’s stamp, they would automatically proceed to construction without any further input from you?

A. Yes.

Q. And without any further input from Studio E?

A. Yes.

MR MILLETT: Mr Chairman, I’m going to turn to a similar topic, but a few questions on specific issues with drawing control, which I can probably finish in 10 or
15 minutes and then get on to another topic which I was hoping to get to by the end of the day.

SIR MARTIN MOORE-BICK: I can understand your desire, and no doubt other people’s desire to keep this moving, but I have another matter to deal with fairly soon. Are you making good progress?

MR MILLETT: I was. I have gone slightly off-piste a little bit, but we can get back on piste very firmly if I continue.

SIR MARTIN MOORE-BICK: I’m wondering if you don’t continue, because I don’t want to find I am cramped up against time to deal with something else. If we were to stop now, is that going to put you in difficulties?

MR MILLETT: No, not at all.

SIR MARTIN MOORE-BICK: Then I think I prefer to do that.

MR MILLETT: Very good.

SIR MARTIN MOORE-BICK: Mr Lawrence, I’m going to call a halt there for the day. We won’t be sitting tomorrow, so we will have to ask you to come back on Monday to resume your evidence, please. I know that gives you a lot of time to talk to people about what’s been going on here, but resist the temptation to talk to anyone about your evidence or anything to do with the Grenfell Tower refurbishment.

We will look forward to seeing you back here at 10 o’clock on Monday.

THE WITNESS: Thank you.

SIR MARTIN MOORE-BICK: Thank you very much, if you would like to go with the usher.

(Pause)

Right, I’m sorry to stop you at that point, but I think it’s the wiser course.

MR MILLETT: Yes. No, Mr Chairman --

SIR MARTIN MOORE-BICK: It doesn’t cause any difficulties?

MR MILLETT: I don’t believe so, and it may be that I can shorten things a little bit overnight.

SIR MARTIN MOORE-BICK: It does sometimes happen.

MR MILLETT: Sometimes it does, not very often.

SIR MARTIN MOORE-BICK: All right, thank you very much.

10 o’clock on Monday, then, please. Thank you.

(4.00 pm)

(The hearing adjourned until 10 am on Monday, 20 July 2020)