

OPUS 2

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Grenfell Tower Inquiry

Day 22

July 16, 2020

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1 Thursday, 16 July 2020
 2 (10.00 am)
 3 SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to
 4 today's hearing. Today we're going to begin hearing
 5 evidence from witnesses from Rydon.
 6 Is that right, Mr Millett?
 7 MR MILLETT: Mr Chairman, yes, it is, thank you, and good
 8 morning. Good morning, Madam Panel Member.
 9 I now call Mr Simon Lawrence, please.
 10 MR SIMON LAWRENCE (affirmed)
 11 SIR MARTIN MOORE-BICK: Thank you very much, Mr Lawrence.
 12 Sit down and make yourself comfortable.
 13 Yes, Mr Millett.
 14 Questions from COUNSEL TO THE INQUIRY
 15 MR MILLETT: Mr Chairman.
 16 Mr Lawrence, good morning.
 17 A. Good morning.
 18 Q. Can I start by thanking you very much for attending at
 19 this public inquiry to give your evidence. We are very
 20 grateful to you.
 21 If you have any difficulty understanding any of the
 22 questions I'm going to ask you, please say and I will
 23 ask the question again or put it in a different way.
 24 If you feel you need a break at any time, please let
 25 us know. We are going to take scheduled breaks -- one

1

1 in the morning and one in the afternoon -- today, but if
 2 you need a break at any other point, please do signal
 3 and we can take a short break.
 4 The other thing I would ask you to do, please, is to
 5 try to keep your voice up, so that the transcriber, who
 6 is sitting to your right, can hear you very clearly and
 7 get down your evidence.
 8 It also helps, I should just say, not to nod or
 9 shake your yesterday, but to say "yes" or "no", because
 10 that goes on the transcript.
 11 A. Okay.
 12 Q. You have made one statement dated 25 September 2018.
 13 Can I please take you to it. It's on your desk in front
 14 of you if you need the hard copy, but it also appears at
 15 {RYD00094220}. Can we please have that on the screen.
 16 First of all, can you please confirm to us that that
 17 is your statement to the Inquiry?
 18 A. It is.
 19 Q. Thank you.
 20 Can I please ask you to go to page 17
 21 {RYD00094220/17}. You will see a signature there. Is
 22 that your signature?
 23 A. It is.
 24 Q. Thank you.
 25 Have you read this statement recently?

2

1 A. I have, yes.
 2 Q. Can you confirm that its contents are true?
 3 A. They are true, yes.
 4 Q. Now, there are another pair of statements made by Rydon,
 5 the company. First of all, can I please ask you to be
 6 shown {RYD00094236}. This is a long witness statement
 7 signed under a statement of truth by Mr Nick Young of
 8 DAC Beachcroft, solicitors for Rydon the company, on
 9 23 November 2018.
 10 First, can I ask you: have you read this witness
 11 statement?
 12 A. I have.
 13 Q. Did you contribute to its being compiled?
 14 A. No.
 15 Q. There is also with it an index, {IDX0160}. There is no
 16 need to pull that up, but I just want to read that into
 17 the record. That is an index of all the documents to
 18 which Mr Young refers in that statement. I wanted to
 19 read it in so that it's formally in the public domain.
 20 Can I also show you, please, the second company
 21 statement, {RYD00094310}. This is dated 15 March 2019,
 22 also signed by Mr Nick Young of DAC Beachcroft
 23 solicitors, and this is the second company statement.
 24 Have you seen this statement before?
 25 A. I believe so, yes.

3

1 Q. Did you contribute to its being compiled, do you think?
 2 A. No.
 3 Q. It also has an index at {IDX0249}. No need to pull that
 4 up. Again, I just read that out into the record so that
 5 it's there formally for people to see.
 6 Now, Mr Lawrence, can I then ask you some questions
 7 about your background, please.
 8 You tell us in your statement, and it's for the
 9 record paragraph 5 {RYD00094220}, that you studied
 10 welding and fabrication at college before you joined
 11 Rydon in October 2004; is that correct?
 12 A. Yeah, many years before that, but yes.
 13 Q. Yes, and you joined Rydon in 2004 as an assistant site
 14 manager.
 15 A. Correct.
 16 Q. I think you became a site manager at Rydon in 2007; yes?
 17 A. Yes, I did, yes.
 18 Q. You were promoted to project manager in 2011.
 19 A. Sounds correct, yes.
 20 Q. Again you were promoted to contracts manager in
 21 April 2014.
 22 A. Correct.
 23 Q. I think you left Rydon's employment on 23 October 2015;
 24 is that right?
 25 A. Correct, yeah.

4

1 Q. Yes.
 2 Now, during all of that time, you worked, I think,
 3 on refurbishment projects for occupied buildings; is
 4 that right?
 5 A. That's correct, yeah.
 6 Q. After you started at Rydon in 2004, am I right that you
 7 obtained a Chartered Institute of Building level 4
 8 certificate in site management?
 9 A. Yeah, the certificate and diploma, yes, correct.
 10 Q. And a diploma in site management?
 11 A. Yeah.
 12 Q. Are they one and the same?
 13 A. Two different stages of the same thing, effectively.
 14 Q. Did either stage of the same thing contain any education
 15 on the Building Regulations?
 16 A. It might have touched on the fact that they were there
 17 and what they were, but not in depth. Not in-depth
 18 knowledge of, no. It was an overview, or is
 19 an overview, of construction and the processes.
 20 Q. I see.
 21 Did any part of that education require you to read
 22 the Building Regulations?
 23 A. No, I don't recall, but I don't think so.
 24 Q. What about fire safety of building materials?
 25 A. No.

5

1 Q. What about contract management? Was there any training
 2 in contract management as part of that course, or those
 3 courses?
 4 A. Again, it would have been a high-level view. It's
 5 a course aimed at -- of construction management --
 6 Q. I see.
 7 A. -- rather than technical details or anything like that.
 8 So it would have touched on it, but not in depth.
 9 Q. I see.
 10 Can I then ask you to help me with some questions
 11 I have on contract management on this project, the
 12 Grenfell Tower project.
 13 First, please turn to page 8 [RYD00094220/8] of your
 14 statement, and look with me at paragraph 40. You can
 15 see there in the middle of that paragraph that you say:
 16 "... Rydon's approach was to appoint specialist
 17 third-party designers to undertake the design works and
 18 work package sub-contractors to undertake the building
 19 aspects of a project. Rydon's role was to then manage
 20 and co-ordinate the work of those third parties."
 21 Do you see that?
 22 A. Yes.
 23 Q. If you would turn to the top of the next page
 24 [RYD00094220/9], please, and look at paragraph 45 with
 25 me, you say there that your role involved, looking at it

6

1 at the fourth line down:
 2 "... managing contractual obligations ..."
 3 Do you see that?
 4 A. Yes.
 5 Q. "... and dealing with client instructions, liaising with
 6 the professional team (designers - architects, structural engineers, etc.) to co-ordinate and manage
 7 the process of design (though not the design itself) ensuring that the designs comply with Client
 8 requirements ..."
 9 Do you see that?
 10 A. Yes.
 11 Q. We're going to talk about design in more detail later in
 12 your evidence together, but generally, just for the
 13 moment, Mr Lawrence, is it fair to say that, as
 14 contracts manager for Rydon, it was your responsibility
 15 to know what obligations Rydon owed to other parties
 16 under its contracts with those parties?
 17 A. That would be fair, yeah.
 18 Q. Was it also your responsibility to know what
 19 responsibilities other parties owed to Rydon under their
 20 contracts with Rydon?
 21 A. Yes.
 22 Q. To the best of your ability, was it also your job to
 23 ensure that Rydon and those other parties complied with
 24
 25

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1 their contractual obligations to each other?
 2 A. It was.
 3 Q. Now, I would like to look at what that role on the
 4 Grenfell Tower project entailed in a bit more detail.
 5 Can I ask you, please, to turn to page 3 [RYD00094220/3]
 6 of your statement and look with me at paragraph 14. You
 7 say there at paragraph 14, in the last sentence:
 8 "The Contracts Manager role for Rydon is to oversee
 9 construction projects from inception to completion.
 10 This may involve overseeing more than one project at
 11 a time."
 12 Now, Mr Lawrence, I'm going to put a list of eight
 13 things to you one by one, and I'm going to ask you if
 14 you agree that your role as contracts manager would have
 15 included them, or did include them.
 16 A. Okay.
 17 Q. Would you agree, first, that your role included
 18 overseeing procurement?
 19 A. Yes, I was involved in it, yes.
 20 Q. Would you say that your role included overseeing the
 21 health and safety of the construction work?
 22 A. Yes.
 23 Q. Did it include attending meetings and briefings to
 24 ensure effective communication between clients,
 25 residents, subcontractors and other parties involved in

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1 the project?
 2 A. Yes.
 3 Q. Did it involve arranging co-ordination meetings between
 4 the parties involved in the project?
 5 A. Yes.
 6 Q. Did it involve managing the project team?
 7 A. It did.
 8 Q. And ensuring extra staff, as part of that, were used if
 9 necessary?
 10 A. Yes.
 11 Q. Did it involve monitoring contractors, consultants and
 12 suppliers in order to ensure that the aims of the
 13 refurbishment project are met?
 14 A. It did, yes.
 15 Q. And by aims of the refurbishment project, can I just ask
 16 you: were those the aims that were set out in the
 17 contract that Rydon would have with its particular
 18 client?
 19 A. Yes.
 20 Q. Did your role involve managing financial risks by
 21 recognising and reporting the implications of any
 22 changes occurring during the contract?
 23 A. Yes, it would, yeah.
 24 Q. Did you report to Mr Blake, the refurbishment director,
 25 or any other refurbishment director occupying that role?

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1 A. I did, yes.
 2 Q. Yes, thank you.
 3 So your role, was it, was to manage not only Rydon's
 4 in-house resources, but also any external resources,
 5 such as subcontractors, consultants and suppliers, in
 6 order to ensure that Rydon met its own contractual
 7 obligations?
 8 A. Correct.
 9 Q. Yes. Thank you.
 10 A. I obviously did that with a team, so ...
 11 Q. Yes.
 12 Would you agree that, in order to perform the role
 13 that you have been describing to us, it was essential
 14 that you maintained effective communication with those
 15 to whom you were giving instructions within Rydon?
 16 A. Yes.
 17 Q. Would you also accept that, in order to perform that
 18 role, it was essential that you maintained effective
 19 communication with third parties under Rydon's
 20 instruction, for example subcontractors?
 21 A. Yes.
 22 Q. And the same question in respect of those up the chain,
 23 for example the TMO?
 24 A. Yes.
 25 Q. Yes.

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1 Can I ask you to turn, please, to {RYD00094244}.
 2 This is the tender pack submitted by Rydon for the
 3 Grenfell Tower project dated 13 February 2014, and you
 4 say in your statement -- it's at paragraph 14
 5 {RYD00094220/3}, I don't need to show it to you -- that
 6 you were part of the team involved in putting the tender
 7 bid submission together.
 8 Did you read this document before it was sent out?
 9 A. Yes, I would have done, yes.
 10 Q. Did you have any role in approving this document before
 11 it was sent out?
 12 A. Ultimate approval, no, but yes, as a team we would go
 13 through it and make sure it was correct before we sent
 14 it out, yes.
 15 Q. If you turn, please, to page 34 {RYD00094244/34} within
 16 the document, we will find your CV there.
 17 Did you write that yourself?
 18 A. It was probably done by one of the bid writers.
 19 Q. Right.
 20 A. But it would have involved me obviously putting
 21 information in there, yes.
 22 Q. I see. Did you have primary responsibility for its
 23 contents?
 24 A. Well, it would have been my -- I would have provided my
 25 information to the bid writer for it to be collated.

11

1 Q. And if anything was in there that was wrong, you would
 2 have corrected it, presumably?
 3 A. If there was anything obvious in there, yes, definitely.
 4 Q. You're described there, if you look on the right-hand
 5 side under "Position within the Team", as
 6 "Design/Pre-construction Manager". Do you see that?
 7 A. Yes.
 8 Q. Was that because this was produced before you were
 9 promoted to contracts manager?
 10 A. Correct, yeah.
 11 Q. Did anybody take over the role of
 12 design/pre-construction manager when you became
 13 contracts manager?
 14 A. I don't think it was a defined role within Rydon.
 15 Q. Right.
 16 A. Pre-construction manager would be. Design manager -- we
 17 didn't have a design manager particular role. It was
 18 trying to indicate what role I had take -- or what --
 19 yeah, what role I had taken to date in helping tender.
 20 Q. I see.
 21 Was the role or job that you had taken to date
 22 absorbed into your contract manager role in respect of
 23 the Grenfell project?
 24 A. Yes.
 25 Q. Looking at the right-hand column of this page at the

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1 top, it says:
 2 "Simon has been the main point of contact with the
 3 client throughout the tender process. He has used his
 4 knowledge to formulate what we believe to be the most
 5 robust and deliverable solution for Grenfell Tower."
 6 Do you see that?
 7 A. Yes.
 8 Q. Is that a fair summary?
 9 A. Yes.
 10 Q. So the main contact with the client throughout the
 11 tender process would have been you?
 12 A. For any of the site stuff, yes, yes.
 13 Q. I see. And the client was the TMO, as we know.
 14 A. Yes, correct.
 15 Q. Yes.
 16 Now, what "knowledge" did you use to formulate what
 17 you say "we believe to be the most robust and
 18 deliverable solution for Grenfell Tower"?
 19 A. My input was one of a construction and programme and
 20 safety input within the bid. So my experience, having
 21 joined Rydon, was what I used to --
 22 Q. I see.
 23 A. -- go into the bid.
 24 Q. Did that include technical knowledge?
 25 A. It would include technical knowledge, yes.

13

1 Q. Did it include knowledge of the products included in the
 2 tender?
 3 A. I had used them before, so yes.
 4 Q. Could you just repeat that again? There was an
 5 inaudible word you used.
 6 A. Sorry, I used -- I've worked on projects that used the
 7 same, if you're talking cladding specifically, cladding
 8 before, yes.
 9 Q. I see.
 10 So the knowledge that you brought, referred to in
 11 your CV here, to this project would have included
 12 knowledge of the particular cladding products used on
 13 previous projects in which you were involved?
 14 A. Yes.
 15 Q. I see.
 16 A. It would be cladding tower blocks, occupied refurb.
 17 Q. Very good.
 18 Now, the word "robust" is used there; what would
 19 that mean?
 20 A. Experienced.
 21 Q. Okay. What about safe?
 22 A. Sorry, what would "safe" mean?
 23 Q. When you use the word "robust" in your CV in relation to
 24 the deliverable solution for Grenfell Tower, would that
 25 include safe?

14

1 A. Yes.
 2 Q. It goes on:
 3 "Post award Simon will continue to work with the
 4 contract and project managers to ensure the scheme
 5 design, planning and mobilisation is as effective as
 6 possible."
 7 Now, you were, of course, the contract manager
 8 post-award, but apart from that, is that a fair summary
 9 of your role after Rydon was awarded the tender?
 10 A. After they were awarded, no. So the initial -- at the
 11 time of doing the tender, I was working in
 12 pre-construction, so I was working on bids.
 13 Q. Yes.
 14 A. And whilst I would have suspected that, should we be
 15 successful, I would have more of an involved role
 16 on site, or in the, you know, post-award contract, at
 17 that time we didn't necessarily know that, but ... so it
 18 changed. Once we got awarded the -- sorry, once we got
 19 awarded the contract, it changed. They needed somebody
 20 to deliver that contract and I was chosen to deliver it.
 21 Q. I see. Well, we will explore that a little bit later,
 22 perhaps.
 23 Could you just help me: is there a difference
 24 between a project manager and a contracts manager at
 25 Rydon?

15

1 A. Yes.
 2 Q. What is the difference?
 3 A. A project manager will generally be the site-based
 4 senior manager that looks after just that one project,
 5 where a contracts manager will oversee that project and
 6 others, but isn't site-based.
 7 Q. I see. Who is the more senior? Is one more senior to
 8 the other?
 9 A. Contracts manager.
 10 Q. Now, it says here that, "Post award Simon will continue
 11 to work with the contract and project managers". Does
 12 that indicate that you were neither of those on this
 13 project?
 14 A. At the time of writing that --
 15 Q. Yes.
 16 A. -- then yes, I wasn't -- hadn't been chosen to be either
 17 the project or the contract manager on the job.
 18 Q. I see. Then you subsequently were promoted to or became
 19 the contract manager --
 20 A. Yes.
 21 Q. -- for this job?
 22 A. Yes.
 23 Q. It says in order to "ensure that the scheme design ...
 24 is as effective as possible". Do you see that?
 25 Does that indicate that your role was to ensure that

16

1 the design proceeded in line with its budget?
 2 A. It would be -- it would be budget, regulations,
 3 programme. It would be a combination of things, yes.
 4 Q. So budget, regulations, programme. By programme you
 5 mean timing, schedule?
 6 A. Yes.
 7 Q. I see. And by regulations, what do you mean?
 8 A. That it complied with its obligations under the contract
 9 and ...
 10 Q. I follow. Obligations under the contract, but you said
 11 regulations?
 12 A. Yes, sorry. Well, within the contract there will be
 13 stipulations of the fact that it needs to comply with
 14 statutory regulations.
 15 Q. I see.
 16 A. So it would be one and the same, sorry.
 17 Q. No, no, just to be clear, you're saying through your CV
 18 that you saw your role as ensuring that the design
 19 proceeded in line with the regulations that you have
 20 just described to us?
 21 A. Yes.
 22 Q. Statutory regulations?
 23 A. So ultimately, as a contracts manager, the delivery of
 24 the project was -- you were making sure that the whole
 25 project was being delivered.

17

1 Q. Now, we don't need to go back to paragraph 45 of your
 2 statement {RYD00094220/9}, because I showed it to you
 3 a few minutes ago, where you say that your role was to
 4 co-ordinate and manage the process of design, though not
 5 the design itself, ensuring that the designs comply with
 6 client requirements.
 7 Can we take it that the scheme design being as
 8 effective as possible included ensuring compliance with
 9 the client's requirements?
 10 A. Yes.
 11 Q. Yes.
 12 Do you accept -- I think you do accept but help
 13 me -- that among those requirements were those set out
 14 in the contract?
 15 A. Yes.
 16 Q. So was it fair to say that, within Rydon, post-award on
 17 this project, you were in charge of ensuring that the
 18 design complied with the contract? I think you
 19 confirmed that before.
 20 A. Yes.
 21 Q. I just want to ask you a question about Alan Sharrocks,
 22 who was the contract manager at the time, wasn't he?
 23 A. Yes.
 24 Q. Is it fair to say that you stepped into Mr Sharrocks'
 25 role when you became contracts manager in April 2014?

18

1 A. Yes. He moved on to do other projects and --
 2 Q. So can we take the description of his role as accurate
 3 for the one you ultimately performed from that date?
 4 A. I would have thought so. I've not read it, but I would
 5 have thought so, yes.
 6 Q. Can we look to the previous page, please, of this
 7 document, page 33 {RYD00094244/33}. This is
 8 Mr Sharrocks' CV, and his position within the team at
 9 that time -- this is February 2013 don't forget -- is
 10 described as contracts manager there, and he was said to
 11 be -- this is under "Role within the Team", it says:
 12 "Alan will be responsible for overall management of
 13 all aspects of the contract delivery. From overseeing
 14 the final design phases, Alan will manage on-site
 15 delivery teams, in terms of customer care, resource
 16 management, progress, partnering, quality, cost,
 17 performance monitoring and CSR initiatives."
 18 Can we take it that that was a fair description of
 19 your role on the project once you stepped into his shoes
 20 in April 2014?
 21 A. Yes, I think that's a fair description.
 22 Q. Thank you.
 23 A little bit lower down in the right-hand column on
 24 that page within Alan Sharrocks' CV it says "Benefits to
 25 the Project" and the second paragraph there says:

19

1 "Alan is able to positively contribute technical
 2 expertise and facilitate informed choice for clients and
 3 residents during value engineering and decision making
 4 processes. This applies to projects at both pre-tender
 5 and pre-start stages."
 6 Do you see that?
 7 A. Yes.
 8 Q. So that applied to you, did it, when you became
 9 contracts manager in April 2014?
 10 A. Yes, it would do, yeah.
 11 Q. Yes.
 12 When it says that he, and then you, would positively
 13 contribute technical expertise, what was that?
 14 A. That was based around how to construct safely the
 15 project, rather than the distinction of a designer that
 16 would have in-depth technical knowledge of products. So
 17 we would technically know how things were put together
 18 and how to get access to put them together, and how to
 19 do them safely. That's our expertise.
 20 Q. I see.
 21 Does this suggest that it was your job, when you
 22 took over his job, as contracts manager on this project
 23 to advise the client on technical implications of
 24 decisions taken during the project?
 25 A. Yes, we would have done, yes.

20

1 Q. It specifically identifies value engineering as an area
 2 where that advice would be necessary. That's right, is
 3 it? So your job would be to advise the client on value
 4 engineering?
 5 A. Yeah, I think that's fair.
 6 Q. Yes.
 7 Now, given that a significant element of value
 8 engineering is making specification changes to reduce
 9 cost, would you agree that this sentence suggests that
 10 your technical expertise would be available for use in
 11 value engineering?
 12 A. Yeah, I think that would probably be fair, yeah.
 13 Q. Would that include detailed knowledge of the products to
 14 be used and any alternatives which might be suggested?
 15 A. Well, we -- when you say "detailed knowledge" -- sorry,
 16 can you explain what you mean by "detailed knowledge"?
 17 Q. Knowledge of the nature and performance of the products.
 18 A. We wouldn't necessarily know the -- we would have known
 19 the sort of overview, so what the product did. We would
 20 know what a rainscreen cladding, for example, did, as
 21 an overall system, but we wouldn't know the in-depth
 22 detail of all the technical -- you know, technical
 23 specifications behind it, no.
 24 Q. Right, I see.
 25 Can I ask you to go to an expert's report, but this

21

1 is actually an easy way of getting to a public document.
 2 {PHYR0000003/15}, please. This is Mr Paul Hyett's
 3 expert's report in this Inquiry, and at page 15 we have
 4 paragraph 3.3.21. He quotes the definition of value
 5 engineering from the RIBA Stage Guide 2015.
 6 Were you familiar with the RIBA Stage Guide 2015?
 7 A. Yes, I would be.
 8 Q. Once it became public.
 9 Now, this defines value engineering as:
 10 "... a systematic and organised approach to provide
 11 the necessary functions in a project at the lowest cost.
 12 Value engineering promotes the substitution of materials
 13 and methods with less expensive alternatives without
 14 sacrificing functionality."
 15 We know this is 2015, but was this how you
 16 understood the term "value engineering" when you first
 17 joined the Grenfell Tower project in March or
 18 April 2014?
 19 A. Yes.
 20 Q. Can I ask you to go to {TMO10048120}. This is a set of
 21 meeting minutes compiled by Artelia for progress meeting
 22 number 13 on 24 July 2015, and you're present at that.
 23 Now, this is obviously some way into your involvement in
 24 the project, and indeed some way into the project
 25 itself.

22

1 Do you see you were there, the fifth cast list
 2 member down? Do you see that?
 3 A. It says so, yeah.
 4 Q. Can I ask you to go to page 2 {TMO10048120/2}, please,
 5 and let's look together at item 1.4:
 6 "SL confirmed he was now full time on site as
 7 Contracts Manager for Rydon."
 8 Does that tell us that you weren't full-time on site
 9 in that role before that date?
 10 A. Yeah, correct.
 11 Q. Right.
 12 Now, this date is obviously July 2015. Do you know
 13 when, either accurately or even roughly, you did start
 14 full-time on site?
 15 A. No, I couldn't tell you.
 16 Q. But certainly by July 2015, you think, looking at this
 17 note?
 18 A. Well, the minutes say so, yes. I mean, I don't recall
 19 the minutes, but I would say that suggests that I'm
 20 spending more time at -- on the Grenfell project than
 21 any other.
 22 Q. Yes. Well, it says what it says, that you were now
 23 full-time on site. I think you have confirmed that as
 24 accurate.
 25 How much time had you spent on site before that,

23

1 Mr Lawrence, do you remember?
 2 A. It would vary. Vary from -- vary with other
 3 commitments. It could be one day a week, it could be
 4 three days a week, it could be four days a week. It
 5 would just vary on other commitments with other
 6 projects.
 7 Q. How many other projects were you working on before this
 8 moment when you went full-time --
 9 A. There was another project the other side of London.
 10 Q. I see, the other side of London.
 11 A. Yes.
 12 Q. Can you tell us what that was?
 13 A. Herbert & Jacobson, so Aldgate.
 14 Q. Aldgate? Was that a residential building?
 15 A. It was, yeah.
 16 Q. Was it a high-rise?
 17 A. No.
 18 Q. I now want to turn to a different topic, which is
 19 Rydon's contractual obligations.
 20 Now, can I start with the amended JCT design and
 21 build contract. This is at TMO10041790. We will see
 22 from that -- that's not the right document. Perhaps we
 23 will come back to that when we see it.
 24 From recollection, do you remember that Rydon signed
 25 the contractual documentation formally on

24

1 30 October 2014?

2 A. Yeah, I wouldn't remember the date, but yes.

3 Q. Can we take it that, as contracts manager for the
4 project, you were familiar with the terms of this
5 contract?

6 A. I would be -- I would have it as reference, so yes,
7 I would be. I couldn't repeat it all back to you, but
8 yes.

9 Q. Did you ever study it in detail?

10 A. I would have read through it initially, but that would
11 have been ... that would have been it.

12 Q. Okay.

13 I am afraid I gave you a wrong reference by a single
14 digit. Can I ask you to go to {TMO10041791}. Now,
15 there it is. You can see the date of the signature.

16 Can we take it that you were familiar with the main
17 or the important obligations of Rydon thereunder?

18 A. Yes, I believe so, yeah.

19 Q. Yes.

20 Can I ask you what steps you took to ensure that
21 those employees of Rydon who were working on the project
22 under you, if I can put it that way, or around you in
23 your team, were familiar with the obligations set out in
24 this document?

25 A. We would have a project file that would have -- it would

25

1 have the documents on, and it would be shared with the
2 whole team, so it was there for reference if they needed
3 it.

4 Q. Can I ask you to turn to page 265 {TMO10041791/265} in
5 this document.

6 SIR MARTIN MOORE-BICK: Can I just ask you this,
7 Mr Lawrence: this is a standard form document, I think;
8 is that right?

9 A. It appears to be, yes, yeah.

10 SIR MARTIN MOORE-BICK: Is it one that you had worked with
11 before? Did you have familiarity with its overall
12 content?

13 A. Overall, yes.

14 SIR MARTIN MOORE-BICK: Thank you.

15 MR MILLETT: Yes. We will come to look at some of the
16 detailed terms very shortly.

17 Just in general terms, you say that it was there for
18 reference if they needed it; did you take any steps to
19 ensure, for your own satisfaction, that those members of
20 your team had done so, so that they knew what they were
21 supposed to be doing?

22 A. They would -- the team would generally rely on the --
23 yes, the information contained within the contract, so
24 all the lists that we have got on the screen at the
25 moment --

26

1 Q. Well, I'm going to come to --

2 A. -- the documents and tender documentation, et cetera.
3 But as far as contractual wording, I don't think that
4 would be a daily occurrence of a thing, to be
5 reading it.

6 Q. No, I'm sure not, I'm sure it wouldn't be a daily
7 occurrence that you would go through a long and
8 complex --

9 A. No.

10 Q. -- document such as this.

11 My question was a slightly different one, which was:
12 did you take any steps to satisfy yourself that those
13 members of your team had at least a familiarity with the
14 obligations that Rydon had to its client?

15 A. I'm not sure -- we didn't -- if you're implying that we
16 should be or we could have sat down and gone through the
17 contract, then no, we didn't.

18 Q. All right.

19 Now, looking at page 265, this is a sheet entitled
20 "Enhancements and Improvements to Grenfell Tower,
21 Schedule of Contract Information, 29/07/2014". So this
22 was produced after the contract had been awarded but
23 prior to its formal signature. It lists documents that
24 Rydon were provided with. Am I right about that?

25 A. Correct, yeah.

27

1 Q. Did you familiarise yourself with these documents?

2 A. Yes, I had been through them, yes.

3 Q. Were you aware of whether anyone else at Rydon had
4 looked at these documents?

5 A. Well, they would have done to be able to know what they
6 were building.

7 Q. Yes.

8 Rydon has assisted the Inquiry by providing this
9 document, a conformed copy of which is in a different
10 document. Can I ask you to look at that:
11 {RYD00094235/12}. You can see from the front page that
12 it's under the DB 2011, design and build contract 2011,
13 and I'm going to show you a selection of clauses in this
14 document and ask you about them.

15 Can I turn first, please, to page 63
16 {RYD00094235/63}. Now, at the time of entering the
17 contract, if you look at "Contractor's Obligations,
18 General obligations", you can see at the top, were you
19 familiar with clause 2.1.1? You can see the red, which
20 is amendments, but in the unamended form, were you
21 familiar with clause 2.1.1?

22 A. I couldn't -- I couldn't ... if you hadn't shown me it,
23 I couldn't tell you what was in it, no. We would know
24 the general principle, what the contract was there for
25 and was asking us to do.

28

1 Q. Yes.
 2 A. If we had any need to refer back to the contract, then
 3 of course we would open it and read it, but ...
 4 Q. Yes.
 5 A. It's not a general -- it's not a document for general
 6 consumption --
 7 Q. I'm not surprised.
 8 A. -- daily, shall we say.
 9 Q. I'm not surprised about that, but let me put the
 10 question a slightly different way.
 11 You can see that this provision sets out the
 12 obligation on the contractor to carry out and complete
 13 the works in a proper and workmanlike manner in
 14 accordance with -- as it goes on -- and in compliance
 15 with the contract documents, but it says in red "in
 16 accordance with good building practice".
 17 Just as a matter of principle, would you accept that
 18 that was an obligation on Rydon?
 19 A. Yes.
 20 Q. And that was an obligation you were familiar with, was
 21 it, at the time?
 22 A. Yes.
 23 Q. Looking down the page a little bit further, you can see
 24 that it says at 2.1.5.1, I think:
 25 "The Contractor warrants that it has not used and

29

1 shall not use and has exercised and shall continue to
 2 exercise the standard of skill and care required by
 3 clause 2.17.2.1 to ensure that it has not and shall not
 4 specify authorise cause or allow to be used in the Works
 5 any products or material which:
 6 "2.1.5.1.1 do not conform with British or European
 7 Standards (where appropriate) or Codes of Practice (or
 8 where no such standard exists do not conform with a
 9 British Board of Agrément Certificate) ..."
 10 Then below that, 2.1.5.2:
 11 "The Contractor will immediately notify the Employer
 12 if it becomes aware of any proposed or actual
 13 specification and/or use in the Works of any products
 14 and/or materials which do not comply with
 15 clause 2.1.5.1."
 16 Were you familiar, when you came into the project as
 17 contracts manager, with that provision, either generally
 18 or specifically?
 19 A. Generally, yes.
 20 Q. Generally, yes.
 21 Can I ask you to turn the page {RYD00094235/64},
 22 please, and look at clause 2.2.1. It says, and I'll
 23 read it:
 24 "All materials, goods and workmanship used in the
 25 execution of the Works shall be of such kinds and of

30

1 such quality as are necessary to enable the Contractor
 2 to comply with his obligations under this Contract."
 3 Then 2.2.2:
 4 "The Contractor shall not make any substitution for
 5 any materials goods or workmanship specified or
 6 described in the Employer's Requirements or (if not
 7 specified or described in the Employer's Requirements)
 8 as set out in the Contractor's Proposals or in the
 9 specifications revised and returned to the Contractor by
 10 the Employer in accordance with the Contractor's Design
 11 Submission Procedure set out in Schedule 1 without the
 12 prior consent (not to be unreasonably withheld or
 13 delayed) in writing of the Employer."
 14 Were you familiar with that provision, or at least
 15 the general principles in it, at the time of coming into
 16 the project?
 17 A. Yes, the general principles in it, yes.
 18 Q. Thank you.
 19 Can I ask you next to turn to page 68
 20 {RYD00094235/68} and look with me please at clause 2.15
 21 there under the heading "Divergences from Statutory
 22 Requirements", and that says:
 23 "If the Contractor or Employer becomes aware of any
 24 divergence between the Statutory Requirements and
 25 "-1 the Employees Requirements (including any

31

1 Change); or
 2 "-2 the Contractor's Proposals,
 3 "he shall immediately give the other notice
 4 specifying the divergence and the Contractor shall
 5 notify the Employer of his proposed amendment for
 6 removing it. With the Employer's consent (which shall
 7 not be unreasonably delayed or withheld), the Contractor
 8 shall entirely at his own cost at no additional cost to
 9 the Employer, save as provided in clause 2-15-2,
 10 complete the design and construction of the Works in
 11 accordance with the amendment and the Employer shall
 12 note the amendment on the Contract Documents."
 13 Again, Mr Lawrence, were you familiar with this
 14 provision, either in general terms or specifically, when
 15 you came into the project?
 16 A. In general terms, yes.
 17 Q. In general terms, yes.
 18 Did you actually look at this provision
 19 specifically, do you think?
 20 A. No, I wouldn't have read through the JCT contract or
 21 the -- not -- so I wouldn't have done. I would have
 22 done earlier in the project to familiarise myself, as we
 23 normally would, but apart from that, it's not a general
 24 document you would daily refer to, unless there was
 25 an issue or a cause to do so.

32

1 Q. On the basis that you had at least an understanding in
 2 principle, if not the precise language of this clause,
 3 what did you understand this obligation to entail?
 4 A. The -- sorry, the 2.1 --
 5 Q. 2.15.
 6 A. 2.15?
 7 Q. Yes.
 8 A. That if anything changes throughout the project, we need
 9 to notify the client, effectively.
 10 Q. Thank you.
 11 Can I ask you to turn the page {RYD00094235/69},
 12 please, and look with me at 2.17. This sets out
 13 a number of things, but under 2.17.1 it says:
 14 "The Contractor shall (to the extent set out in
 15 clause 2.17.2.1 below) be fully responsible in all
 16 respects for the design of the Works including:
 17 "2.17.1.1 any design contained in the Employer's
 18 Requirements and for any discrepancy in or divergence
 19 between the Employer's Requirements and/or the
 20 Contractor's Proposals and/or any drawings, details,
 21 documents and other information submitted by him in
 22 accordance with clause 2.8;
 23 "2.17.1.2 but not limited to the co-ordination and
 24 integration of all design and the interface between
 25 design elements for the Works ..."

33

1 Do you see that?
 2 A. Yes.
 3 Q. Under 2.17.1.3:
 4 "All aspects of design development, selection of
 5 goods and materials and the satisfaction of performance
 6 specifications included or referred to in the Employer's
 7 Requirements, the Contractor's Proposals, this Contract
 8 or any Change."
 9 At the time of entering into the contract, or at the
 10 time of your entry into the project, were you familiar
 11 with these particular provisions, clause 2.17.2 and, of
 12 that, clause 2.17.2.1 and clause 2.17.1.3, at least in
 13 general terms, if not specifically?
 14 A. In general terms, yes, yes.
 15 Q. Yes.
 16 Did you understand from the moment you came into the
 17 project that Rydon had warranted that all design work
 18 carried out by Rydon had been and would be completed
 19 using all the reasonable skill and care to be expected
 20 of a professionally qualified and competent design and
 21 build contractor?
 22 A. Yes.
 23 Q. And one experienced in the carrying out of such work for
 24 projects of a similar size, scope, value, character and
 25 complexity to the works?

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1 A. Yes.
 2 Q. Yes.
 3 Did you also understand that Rydon had warranted
 4 that any design produced or to be produced by any design
 5 consultant or subcontractor with design responsibility
 6 had been performed to that same standard?
 7 A. Yes.
 8 Q. Can I ask you to turn to page 70 {RYD00094235/70},
 9 please, which is where 2.17 ends, with 2.17.2.3, just at
 10 the top of the page there. Let's look at it together:
 11 "Subject to clause 2.17.2.1 [which I've just shown
 12 you], the Contractor shall design and construct the
 13 Works in compliance with all Consents (including the
 14 discharge of any reserved matters in planning consents
 15 relating to the Works), Statutory Agreements, Statutory
 16 Requirements, relevant codes of practice British
 17 Standards or EU equivalents and manufacturers
 18 recommendations and the requirements of the insurers of
 19 the Employer (insofar as details have been provided to
 20 the Contractor at the date of this Contract)."
 21 Again, were you familiar with that provision, at
 22 least in principle if not in detail?
 23 A. In principle, in general terms, yes.
 24 Q. Do you agree with me that the reference to statutory
 25 requirements and relevant codes of practice would

35

1 include the Building Regulations 2010?
 2 A. I would agree, yes.
 3 Q. Yes.
 4 Was it your understanding that Rydon had a direct
 5 design responsibility to ensure that the works complied
 6 with the relevant specifications, codes of practice and
 7 the Building Regulations 2010?
 8 A. We would by contract, yes.
 9 Q. Would that be so whether or not the design had been
 10 completed by Rydon or any of its subcontractors or
 11 subconsultants?
 12 A. I agree, yeah.
 13 Q. And, again, whether that work was completed before or
 14 after Rydon's appointment by the TMO?
 15 A. Yes.
 16 Q. Yes.
 17 In order to ensure that the work did comply, would
 18 you agree that Rydon would have to analyse the
 19 specifications and the drawings provided by the
 20 architect to ensure that it was possible for Rydon to
 21 comply?
 22 A. We would. We would do that with specialist advice.
 23 Q. You --
 24 A. It wouldn't just be in-house and us doing it, but yes,
 25 yes, it would have to analyse it.

36

1 Q. Okay. We will come back to in-house/out-of-house
2 shortly or later, but thank you for that.
3 Do you also agree that, in order to develop the
4 design, your contract required you to analyse the
5 specification and design intent, the design intent, in
6 order to ensure that you were able to comply with the
7 Building Regulations?

8 A. Yes, I agree with that, yeah.

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

14 A. Sorry, could you repeat that again?

15 Q. Yes.

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

20 A. They would -- well, we would all understand the --
21 again, in general terms, so we would understand that
22 there are building regs and they need to be complied
23 with, but we wouldn't know to the, you know, every
24 subsection and et cetera, et cetera.

25 Q. Right.

37

1 A. So in general terms, yes, we would all know that we need
2 to comply.

3 Q. Were there any systems in place at Rydon to ensure that
4 the employer's requirements and the contractor's
5 proposals were scrutinised so that any divergence from
6 the requirements and proposals from the statutory
7 requirements could be identified?

8 A. I'm not sure there's any process -- I'm not sure there
9 was any particular sort of written process that -- forms
10 to be filled in, et cetera, et cetera, within Rydon that
11 was required, but as part of the tender, the pricing,
12 the build process, they would all be scrutinised, yes.

13 Q. Who would they be scrutinised by?

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

16 Q. I see.

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

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

23 Q. Yes.

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

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1 Q. Let's see if we can get further with that under the next
2 topic to which I am now going to turn, Mr Lawrence,
3 which is the employer's requirements themselves.

4 Within that, can I start by examining with you the
5 preliminaries.

6 A. Yes.

7 Q. As we've talked about already, Rydon was under a duty to
8 ensure, as we've seen from paragraph 2.1.1 of the
9 amended contract, that the works were carried out in
10 compliance with the contract documents, and those
11 included the employer's requirements.

12 Let's look at those. That's {TMO10041791/84}, which
13 is there on the screen.

14 At the time of entering into the contract with the
15 TMO, did you familiarise yourself with the employer's
16 requirements?

17 A. I had been through them, yes, yeah.

18 Q. You had been through them?

19 A. Yeah.

20 Q. Can I ask you to look at page 87 {TMO10041791/87} first,
21 please, and look at part 2A, A10, "Project particulars".
22 Do you see that?

23 A. Yes.

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

39

1 "Design". Do you see that?

2 A. Yes.

3 Q. "All design work completed to-date (RIBA Stage E) is
4 included with this Tender Document and the Contractor
5 shall become responsible for the design and it's further
6 development and completion. The Contractor shall have
7 full responsibility for the design of all the Works."

8 Now, do you accept that the employer's requirements
9 imposed a design responsibility on Rydon?

10 A. Yes.

11 Q. Can I ask you to turn to page 128 {TMO10041791/128} in
12 the same document. This is part 2A, page 44 at the
13 bottom, and we're going to look at section A32,
14 "Management of the works". Do you see that? Under that
15 generally there is a paragraph 110, do you see that?

16 A. Yes.

17 Q. "SUPERVISION

18 •" General: Accept responsibility for coordination,
19 supervision and administration of the Works, including
20 subcontracts.

21 •" Coordination: Arrange and monitor a programme
22 with each subcontractor, supplier, local authority and
23 statutory undertaker, and obtain and supply information
24 as necessary for coordination of the work."

25 Do you accept that Rydon accepted responsibility to

40

1 do that?

2 A. Yes.

3 Q. Thank you.

4 Moving to the bottom of the same page, you can see

5 119B:

6 "BUILDING CONTROL

7 "The Contractor will be responsible for providing

8 additional Construction Stage information to

9 Building Control."

10 Do you accept that it was Rydon's duty to provide

11 additional construction stage information to

12 Building Control?

13 A. Yes.

14 Q. At page 135 {TMO10041791/135}, second from the bottom,

15 paragraph A33, 170A:

16 "MANUFACTURER'S RECOMMENDATIONS/INSTRUCTIONS

17 •" General: Comply with manufacturer's printed

18 Recommendations and instructions current on the date

19 of the invitation to tender.

20 •" Changes to recommendations or instructions:

21 Submit details .

22 •" Ancillary products and accessories: Use those

23 supplied or recommended by main product manufacturer.

24 •" Agreement certified products: Comply with

25 limitations recommendations and requirements of relevant

41

1 valid certificates ."

2 Again, same question, Mr Lawrence: do you accept

3 that that set out Rydon's duty there, including to

4 comply with manufacturer's instructions?

5 A. Yes.

6 Q. Can I ask you to look at page 141 {TMO10041791/141},

7 a third of the way down that page, please, you can see

8 there are a number of things on that page, but "Quality

9 control" against paragraph 630. Do you see that?

10 A. Yes.

11 Q. It says:

12 "Procedures: Establish and maintain to ensure that

13 the Works including the work of subcontractors, comply

14 with specified requirements.

15 •" Records: Maintain full records ...

16 •" Content of records ..."

17 And there is a list set out there.

18 Again, Mr Lawrence, do you accept that it was

19 Rydon's duty to ensure that the works, including the

20 work of the subcontractors, complied with the specified

21 requirements?

22 A. I do, yes.

23 Q. And that would include the contractual requirements?

24 A. Yes.

25 Q. Yes. And that included full record-keeping relating not

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1 only to Rydon's work but the work of its subcontractors

2 too?

3 A. Yes.

4 Q. Can I then turn to the NBS specification . Now, you will

5 find this at {SEA00000169}. This is a document created

6 by Studio E, and this one is dated 3 January 2014,

7 although in fact there were earlier drafts of this in

8 November 2013.

9 Looking at this document, did you read this document

10 when you came into the project in the spring of 2014?

11 A. Yes, I would have read through it .

12 Q. Right.

13 A. I'm not sure line by line , but yes, you would go through

14 to see what products were being used, yes.

15 Q. Presumably, can I take it that this was a pretty

16 important document for you as contracts manager to be

17 familiar with?

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

19 Q. Yes.

20 Can I ask you to turn, please, first to page 64

21 {SEA00000169/64}, and let's look together at that. "H92

22 Rainscreen cladding", and at the top of the page, it

23 says there:

24 "To be read with preliminaries/general conditions."

25 Then looking at the second bullet point, it says:

43

1 "The manufacturers noted within this specification

2 are indicative and may be substituted with similar or

3 equal alternatives ."

4 Now, as we can see from the top of the page, this is

5 all to do with the rainscreen cladding, but we have

6 similar examples appearing elsewhere in this

7 specification .

8 First of all , did you read and become familiar with

9 what this is saying here?

10 A. I understand it, and it's a standard term within the

11 NBS spec, so yes.

12 Q. I see, this is a standard term. Have you come across it

13 before?

14 A. Yes.

15 Q. Or had you come across it before?

16 A. Yes.

17 Q. What did you understand by the words "similar or equal

18 alternatives"? Similar or equal in what sense?

19 A. You would guess in every sense; it would be performance,

20 visual. It's giving you the opportunity to use one

21 manufacturer over another that would supply the same

22 type of material. That's generally what it's aimed at.

23 Q. In Mr Sounes' witness statement -- and I can show you

24 this if you want, and just for the record it's

25 paragraph 343.1 at {SEA00014273/140}, we don't need to

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1 turn it up, but we can if you like -- he says that the
 2 specialist cladding subcontractor would hold
 3 responsibility for all aspects of their system, and the
 4 successful contractor had the discretion to suggest
 5 alternative products or materials.
 6 Did you consider, when you came into the project,
 7 that Rydon had that discretion?
 8 A. Yes, we could have -- we could have changed.
 9 Q. What about in respect of manufacturers? Did you have
 10 a discretion to change manufacturers?
 11 A. We did, yes. But with the acceptance of the client. We
 12 wouldn't just go and change manufacturers, but yes.
 13 Q. Did Rydon investigate changing manufacturers or products
 14 or materials?
 15 A. I think we -- at tender stage we offered alternatives,
 16 (a) as we were asked to do, but I think there was
 17 another manufacturer of ACM cladding.
 18 Q. We will come to that in due course, but just in general
 19 terms.
 20 A. Yes.
 21 Q. Who within Rydon would have suggested or was responsible
 22 ultimately for suggesting alternative materials and
 23 products, or alternative manufacturers?
 24 A. Contractually it would be Rydon.
 25 Q. Yes. In practice?

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1 A. In practice, the knowledge would come via the specialist
 2 subcontractors.
 3 Q. Right. I see. Thank you.
 4 Now, can we look at page 68 {SEA00000169/68},
 5 please, of this document, a few pages on, and look at
 6 paragraph 220 together:
 7 "SPECIFICATION
 8 •" Compliance standards: The Centre for Window and
 9 Cladding Technology (CWCT) 'Standard for systemised
 10 building envelopes.'
 11 Do you see that?
 12 A. Yes.
 13 Q. Underneath it says:
 14 "Reference information: For the duration of the
 15 contract, keep available at the design office, workshop
 16 and on site copies of ..."
 17 And there are two publications. The first is:
 18 "The Centre for Window and Cladding Technology
 19 (CWCT) 'Standard for systemised building envelopes.'
 20 And the second is:
 21 "Publications invoked by the CWCT's 'Standard for
 22 systemised building envelopes.'
 23 Do you see that?
 24 Did you note this paragraph when you were putting
 25 together Rydon's tender?

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1 A. Not specifically, no.
 2 Q. Did you note this paragraph after you had won the
 3 tender?
 4 A. Not specifically, no.
 5 Q. Is there any particular reason why you didn't pick that
 6 up?
 7 A. I would suggest because of the amount of documentation,
 8 drawings and information contained with the -- with the
 9 whole build, yeah, it didn't get picked up.
 10 Q. Right. Is this a standard provision you had seen
 11 before, or is this something that --
 12 A. It's not one that I would have been -- if you had have
 13 asked me before showing it to me, then I wouldn't have
 14 been able to pick it up, no. But I would say that as
 15 the NBS spec is a standard document template, then it
 16 probably is in when there's rainscreen and there's
 17 curtain walling, et cetera. So, yes, it could well be,
 18 but ...
 19 Q. Okay. Let me see if I can get at it a slightly
 20 different way.
 21 A. Sorry.
 22 Q. When you came into the project in the spring of 2014,
 23 was this provision, "Specification", specifying
 24 compliance with the CWCT guidance, a standard insert
 25 into an NBS specification that --

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1 A. Yes.
 2 Q. -- you had seen before?
 3 A. Yes.
 4 Q. You had seen it before?
 5 A. Yes.
 6 Q. I see.
 7 A. I had seen the CWCT reference before, yes.
 8 Q. Right.
 9 What was your experience of the documents produced
 10 by CWCT? Had you used them before?
 11 A. No.
 12 Q. Had you worked on any previous projects in which the
 13 CWCT standard was a contractual requirement?
 14 A. Quite possibly in all the -- on all the previous ones.
 15 Q. You say "quite possibly"; do you know?
 16 A. Well, without -- no, not without pulling up the NBS spec
 17 for the previous projects, no, I couldn't tell you.
 18 Q. Right.
 19 Are you familiar with the guidance, the CWCT
 20 standard for systemised building envelopes, or were you
 21 at the time?
 22 A. No.
 23 Q. Let's have a look at it. It may be brief, then.
 24 {CWCT0000046}, please. This is its first page, and it's
 25 part 6 that contains fire performance that we're

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1 interested in.
 2 But just looking at the front page there, is that
 3 a document that you were familiar with, do you think, at
 4 the time of the Grenfell Tower project?
 5 A. No.
 6 Q. Then let's take this quite quickly.
 7 Can we take it, then, that this was not a document
 8 that you kept available at the design office, workshop
 9 and on site?
 10 A. We wouldn't have had a copy on site, no.
 11 Q. Is there any reason why that is?
 12 A. It obviously wasn't picked up in all the documents we
 13 had to go through and comply. It obviously wasn't
 14 noticed.
 15 Q. I see. Can you explain why it wasn't noticed?
 16 A. Just the sheer amount of information, I would suggest,
 17 but --
 18 Q. Okay.
 19 On previous projects, do you recall having this
 20 document on site or in the workshop or in the office?
 21 A. No, because I've not seen it before.
 22 Q. Right. Let's take this quickly, then. If you can look
 23 at page 11 {CWCT0000046/11} of this document, at
 24 paragraph 6.2, I just want to show you the fourth and
 25 fifth paragraphs down:

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1 "The building envelope shall not be composed of
 2 materials which readily support combustion add
 3 significantly to the fire load, and/or give off toxic
 4 fumes.
 5 "In all cases, products or elements of construction
 6 requiring a fire resistance or spread of flame
 7 performance should have the appropriate evidence of
 8 performance based on test information. The final
 9 installation should follow the applicable test evidence
 10 in all respects."
 11 Now, that's obviously in a document you say you have
 12 never seen.
 13 Were you familiar at least in the spring of 2014 and
 14 after that with the principles that are being expressed
 15 there?
 16 A. The principles, yes.
 17 Q. So can we take it that you knew, whatever the NBS spec
 18 said or whatever the guidance might have said, that
 19 a building envelope shouldn't be composed of materials
 20 which readily support combustion, add significantly to
 21 the fire load and/or give off toxic fumes?
 22 A. I think the principle, but the technical part of it, no,
 23 not necessarily, but --
 24 Q. You say the principle but not the technical part of it?
 25 A. Well, you wouldn't assume to ... you wouldn't assume to

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1 be building a -- dare I say it -- building that's
 2 unsafe.
 3 Q. No.
 4 A. That's not what you would be setting out to do.
 5 Q. Were you familiar with the principle in the next
 6 paragraph, that products or elements of construction
 7 requiring fire resistance or spread of flame performance
 8 should have the appropriate evidence?
 9 A. I would expect there to be test certification.
 10 Q. Right.
 11 You can see the expression there "materials which
 12 readily support combustion"; did you have
 13 an understanding as to what materials in relation to the
 14 building envelope would readily support combustion as
 15 opposed to those which would not?
 16 A. No, not any more than -- no.
 17 Q. Did Rydon have any processes in place to ensure that
 18 materials which readily supported combustion were not
 19 used on any of its building façades?
 20 A. Well, I think it would be using a competent design team,
 21 competent specialist contractors, backed up by
 22 Building Control, and all the layers within.
 23 Q. So reliance on others?
 24 A. Reliance on others, yeah.
 25 Q. I see.

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1 A. And I would imagine that the specialist cladding
 2 contractors were also CWCT members, so I would expect
 3 them to understand this document.
 4 Q. What system did Rydon have in place to ensure that the
 5 suitability of materials to be used on the façade were
 6 judged in relation to their conditions of use?
 7 A. We would be reliant on others. We would be reliant on
 8 the design team.
 9 Q. I see. Let's look at page 14 {CWCT0000046/14} at the
 10 top there, paragraph 6.4.3.2 "Materials adjacent to fire
 11 stops":
 12 "The effectiveness of fire stops will be increased
 13 where the surface of the building envelope against which
 14 they abut is composed of fire resistant material. This
 15 can be achieved by using spandrel panels with a
 16 non-combustible insulation. Alternatively where
 17 combustible insulation is used it may be contained
 18 within a steel liner."
 19 Do you see that?
 20 A. I do.
 21 Q. Did Rydon have any plans to follow the principles set
 22 out in the guidance in this paragraph in relation to
 23 this project?
 24 A. It would have done, by appointing the specialist
 25 subcontractor --

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1 Q. I see.
 2 A. -- who would understand this technical detail.
 3 Q. I suspect that if I continue to take you through this
 4 document, you may give me the same answer, but --
 5 A. Unfortunately I've not seen it before, so --
 6 Q. Right, so can we shorten this in this way: were you at
 7 the time relying on others, specialist subcontractors
 8 and design teams, to ensure that the design and the
 9 construction complied with these specifications?
 10 A. Yes.
 11 Q. I see.
 12 Can I ask you next to look at a document which tells
 13 us something about structure. It is {ART00000914}.
 14 This is a document specification produced by
 15 Curtins Consulting dated 1 March 2013. Do you see that?
 16 It's LO1212-SPEC-001, "Structural Performance
 17 Specification For the Design, Supply and Application of
 18 Overcladding Systems to Grenfell Tower".
 19 Just so that you know this, it appears at item 170
 20 in the schedule of contract information we looked at
 21 earlier on within the design and build contract. I can
 22 go back to that if you want to look at it.
 23 Were you familiar with this document when you came
 24 into the project?
 25 A. I would have been by the fact of, we had all the

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1 documents and we would have read through them, but
 2 I don't recall this particular one.
 3 Q. All right. We will look at it in a little bit of detail
 4 in a moment.
 5 Would you agree with me that this is an important
 6 document because it sets out the specification for the
 7 design of the cladding system?
 8 A. Yes.
 9 Q. Can I ask you to look at page 9 {ART00000914/9}, please,
 10 first of all. This is section 6, "Design", and there is
 11 a list of things under that, underneath a general
 12 heading:
 13 "In designing his over-cladding systems the
 14 Constructor must take full account of the geographical
 15 location of these buildings and the climate thereabouts.
 16 In particular he needs to consider the effects of ..."
 17 Then there is a list of things here. Three up from
 18 the bottom of the list:
 19 "The need for effective fire barriers."
 20 Do you see that?
 21 A. I do.
 22 Q. Did Rydon have any processes in place to ensure that the
 23 need for effective fire barriers as set out in that
 24 specification was properly considered on the Grenfell
 25 project?

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1 A. By appointing the specialist that knew what
 2 fire barriers and where they needed to go were.
 3 Q. Who were those in relation to fire barriers?
 4 A. Who --
 5 Q. Who were the specialists?
 6 A. The specialist subcontractor was Harley Curtain Wall.
 7 Q. Yes.
 8 A. And then we also had obviously the design team, being
 9 Studio E, Curtins.
 10 Q. If you look at page 11 {ART00000914/11}, please, at the
 11 top of this document, section 7, "Overcladding", at
 12 paragraph 7.1.13:
 13 "The system should comply fully with the
 14 recommendations of the BRE document 'Fire Performance of
 15 External Thermal Insulation for Walls of Multi Storey
 16 Buildings', second edition, 2003."
 17 Then under 7.1.14:
 18 "The system shall not be a fire risk at any stage of
 19 installation, nor shall it constitute a fire hazard
 20 after completion if for any reason the insulant becomes
 21 exposed."
 22 Were there any processes in place at Rydon for
 23 ensuring that the system wasn't a fire risk after
 24 completion?
 25 A. Yes, because we had employed specialist designers that

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1 should have been designing and installing to the regs.
 2 It was then checked by not only an independent clerk of
 3 works but it was also checked by the Building Control
 4 officer.
 5 Q. So not wishing to summarise your evidence unfairly, but
 6 reliance on others?
 7 A. Yes.
 8 Q. I see. So nobody within --
 9 A. We would take our -- sorry, let me take that ... adding
 10 into that, we would do our own quality checks, site
 11 management would do their own quality checks, and
 12 sign off that the building was built in accordance with
 13 what the drawings and the specification was saying, ie
 14 that the subcontractors that actually did the installing
 15 installed it correctly to the drawings.
 16 Q. Let me just see if I can pursue this a moment,
 17 specifically perhaps in relation to the BRE document
 18 that's referred to in paragraph 7.1.13.
 19 Were you familiar with that document at the time?
 20 A. No, I haven't seen it before.
 21 Q. Have you ever read it?
 22 A. No.
 23 Q. Right. Is it a document that you had come across before
 24 or had seen referred to before?
 25 A. Not one that I recognise, no.

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1 Q. Right.
 2 If you had read this document as part of your
 3 familiarisation with the project when you came into it,
 4 would you not have noticed that it contained this
 5 guidance?
 6 A. I think if I go back to what I said previously, there
 7 are, you know, hundreds of documents within a -- within
 8 the contract, and yes, we would read them.
 9 Q. Right.
 10 A. But to pull out another subdocument and read fully and
 11 understand fully all that subdocument I think would be
 12 unusual.
 13 Q. Let's take a sidestep here, Mr Lawrence. We will come
 14 to it later on in due course, but I think I'm right in
 15 saying that Rydon had done overclads of residential
 16 high-rise buildings prior to Grenfell.
 17 A. Yes.
 18 Q. We see two examples of that in your statement.
 19 A. Yeah, yeah, more than one, yeah.
 20 Q. When those were designed and built, did you personally
 21 not have any knowledge of or experience of or even
 22 a read-through of BR 135?
 23 A. No, not seen it before.
 24 Q. Did anybody --
 25 A. It's never been brought to my attention, no, I've never

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1 seen it before.
 2 Q. All right.
 3 A. I wouldn't -- I would like to add to that, I wouldn't
 4 say that's a standard manual or a standard document that
 5 in my experience other contractors would have knowledge
 6 of either. I think it's -- I think it's a specialist
 7 item.
 8 Q. All right. So if I was to ask you any questions about
 9 it, I would be wasting my time?
 10 A. Yeah, I've not read the document so I don't know.
 11 Q. I see.
 12 A. I think, to put it in context, we've obviously got
 13 hundreds if not thousands of components within
 14 a building. To read all the documentation out there
 15 from BRE and others for each component, I don't think
 16 that's --
 17 Q. Yes.
 18 A. -- feasible.
 19 Q. I just want to go back to -- I'm so sorry, did you want
 20 to finish your answer?
 21 A. No, no, that was it.
 22 Q. I want to go back to an answer you gave me a minute ago,
 23 which I now can't pick up on the transcript while I'm
 24 here, but you said you had on-site managers who would
 25 check the quality control on site.

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1 A. Yes.
 2 Q. To your knowledge, did any site manager from Rydon who
 3 was checking the work that was being done on site
 4 examine the work and compare it with the requirements of
 5 the Curtins Consulting document part 7, "Overcladding"?
 6 A. Not to my knowledge, but, yeah, I would think it would
 7 be unlikely.
 8 Q. Did you see it as part of your role as contracts manager
 9 to make sure that those site managers on site who were
 10 checking, were checking the work that was done in
 11 accordance with the contractual obligations Rydon had
 12 undertaken?
 13 A. They would use -- they would predominantly use the
 14 drawings and the specification. That's what they would
 15 be using on site.
 16 Q. I see.
 17 Do I take it from that answer that they would not be
 18 using the Curtins Consulting specification for the
 19 structure?
 20 A. It would be there on file for people to read, but it's
 21 not a -- I have to say, for the guys on site to pick up
 22 a structural specification when it comes to design of
 23 cladding, for example, unless we're talking about it
 24 being the ability to be able to be attached to the wall,
 25 that wouldn't be the first document that you would turn

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1 to, I must admit.
 2 Q. Right.
 3 Did you regard it as part of your role as contracts
 4 manager to make sure that whatever else the site
 5 managers checked against the specification, they checked
 6 compliance with anything to do with safety, specifically
 7 fire safety?
 8 A. No, they would be checking in compliance with drawings
 9 and specification.
 10 Q. Right.
 11 A. The fire safety element of it would be via the designers
 12 and installers, in this case specialist, if we're
 13 talking about cladding specifically.
 14 Q. Right.
 15 A. But to start pulling out all the technical documentation
 16 around each product and understanding that and checking
 17 it, no, I wouldn't --
 18 Q. I see.
 19 A. -- expect them to do that.
 20 MR MILLETT: Mr Chairman, I have a short topic which I can
 21 probably cover in a few minutes.
 22 SIR MARTIN MOORE-BICK: Yes, well, that's all right.
 23 MR MILLETT: I will do that.
 24 I just want to ask you about the CDM Regulations.
 25 At the time of the Grenfell project, were you

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1 familiar with the duties of a principal contractor under
 2 the CDM Regulations 2007?
 3 A. Yes.
 4 Q. What did you understand those duties to be, in general
 5 terms? I'm not asking you to recite the whole set of
 6 regulations, but in general terms.
 7 A. That we would plan, manage and monitor the works,
 8 I think is probably the CDM terms.
 9 Q. What did you understand your particular duties -- and
 10 again, in general terms -- to be under those regulations
 11 during the project?
 12 A. Sorry, my personal or ...?
 13 Q. What did you personally understand Rydon's general
 14 obligations to be under the 2007 regulations?
 15 A. To ensure that the construction phase is carried out
 16 safely, co-ordinated ... yeah.
 17 Q. Did you take any steps at any stage to ensure that your
 18 clients were aware of their CDM duties on the project,
 19 or under the project?
 20 A. Any specific steps?
 21 Q. Yes.
 22 A. I don't recall that I did, but they -- they had
 23 a specialist employer's agent advising them of their
 24 roles.
 25 Q. Did you take any steps to satisfy yourselves that

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1 Studio E, as the designer on the project, was competent
 2 and adequately resourced to carry out the work for Rydon
 3 on the project?
 4 A. I mean, we -- (a) they were novated, so you would
 5 expect, although -- you would expect them to be
 6 competent to be able to get to the stage where they had
 7 got to. Whilst we hadn't worked with them previously,
 8 we knew they were carrying out a £40/£50 million build
 9 with cladding adjacent to Grenfell, so we knew that
 10 there was experience there. But I don't -- I don't
 11 recall the process and Rydon's process for checking
 12 competence. There is a process, but it would be carried
 13 out by a different department, so ...
 14 Q. Did you check, or did anybody else at Rydon check,
 15 whether Studio E had ever been involved in a high-rise
 16 overclad project before?
 17 A. I don't remember.
 18 Q. You don't remember, okay.
 19 Did you or anybody else at Rydon check what
 20 resources Studio E was able to devote to this project?
 21 A. When you say check, you know, we knew we had -- I had
 22 been to visit them, we had, you know, we had done -- I'm
 23 not sure we asked them if they've got ten people and
 24 they've got ten people free and they're not working on
 25 any other projects, no, we wouldn't have been as

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1 specific as that, but we would also have expected that
 2 if they can't continue with the project because they
 3 haven't got the resources, for them to be telling us of
 4 that. I think it's -- I think by the fact you're
 5 contracting with someone, you're taking it as read that
 6 they've got the resources to be able to carry out the
 7 works.
 8 Q. What due diligence or investigations into Studio E's
 9 experience in a high-rise residential overclad did Rydon
 10 undertake?
 11 A. I don't remember. I don't remember the -- what process
 12 it took.
 13 Q. Right. Was there any?
 14 A. There was definitely a safety process, yes. How far --
 15 I can't remember how far that extends to previous
 16 experience.
 17 Q. What would have -- what was --
 18 A. I don't think it would be unusual that you've got a --
 19 you know, we knew they were a reasonably large firm at
 20 the time before they changed. We knew they were working
 21 for tier 1, tier 2 principal contractors next door to
 22 Grenfell. You know, we knew that they were doing
 23 cladding on that process. So, from a -- observing what
 24 they had -- what they were doing at the time, it didn't
 25 raise any concerns.

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1 Q. Right.
 2 You say that there was definitely a safety process.
 3 From that answer, do I take it that you mean that there
 4 was in place at Rydon at the time a process for doing
 5 due diligence on architects who were being novated into
 6 a new design and build contract?
 7 A. I think on anybody that was appointed, whether it be
 8 subcontractor and/or --
 9 Q. Right.
 10 A. Anybody we were contracting with, we would have
 11 a preferred -- I'm going to say suppliers, preferred
 12 suppliers list, yes.
 13 Q. But Studio E were not on that, were they?
 14 A. Not originally, but they would have -- the -- as we were
 15 contracting with them, they would have to go through
 16 that process.
 17 Q. I see.
 18 A. But it would be done by a different department.
 19 Q. What is the process? This is what I'm trying to get at.
 20 A. I don't know -- I can't recall the ins and outs of the
 21 process, I don't know.
 22 Q. All right.
 23 Had you ever heard of the acronym ERIC: eliminate,
 24 reduce, isolate, control?
 25 A. I've not heard of it as an acronym like that, no.

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1 Q. Have you ever heard of the acronym ALARP: as low as
2 reasonably practicable?
3 A. The terms, but not the acronym.
4 Q. Right. What did you understand ALARP or as low as
5 reasonably practicable to mean in its context?
6 A. I'm assuming you're referring to risk.
7 Q. Yes.
8 A. So where we can eliminate it, you would eliminate it,
9 and where you can't eliminate it, you would mitigate.
10 Q. At the time of the Grenfell project, what did you
11 understand about the health and safety file obligations
12 under the CDM Regulations?
13 A. That we needed to provide them at the end of the
14 project, or at the end/during/throughout the project we
15 would be supplying the client with the full set of
16 information relating to the build and what had been
17 carried out.
18 Q. Yes, I see.
19 Just go back to the due diligence process a moment,
20 who do you remember was in charge of doing the
21 due diligence into Studio E, to go through the normal
22 processes that you had at the time?
23 A. I don't recall names. It would be one of the ... it
24 would be the health and safety department, I would
25 imagine.

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1 Q. Right.
2 A. I couldn't tell you names.
3 MR MILLETT: Mr Chairman, that's an appropriate moment. I'm
4 about to move to a different topic.
5 SIR MARTIN MOORE-BICK: Right, thank you.
6 Mr Lawrence, we're going to have a break now.
7 I must ask you not to talk to anyone about your evidence
8 or anything to do with the construction while you're out
9 of the room.
10 THE WITNESS: Okay.
11 SIR MARTIN MOORE-BICK: I will probably tell you that every
12 time you leave the room, but if I don't, just remember
13 that that's the case.
14 If you would like to go with the usher, we will
15 resume at 11.40, please. Thank you.
16 THE WITNESS: Thank you.
17 (Pause)
18 SIR MARTIN MOORE-BICK: Right, 11.40, please. Thank you.
19 (11.20 am)
20 (A short break)
21 (11.40 am)
22 SIR MARTIN MOORE-BICK: All right, ready to carry on,
23 Mr Lawrence?
24 THE WITNESS: Yes, thank you.
25 MR MILLETT: Mr Lawrence, thank you.

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1 Just a couple of questions to follow up on what we
2 were discussing earlier about subcontractors.
3 First, did you understand that Rydon had
4 an obligation to its client in respect of this project
5 to supervise and monitor the subcontractors'
6 performance?
7 A. Yes.
8 Q. What systems or knowledge did Rydon have at the time to
9 supervise its subcontractors' performance?
10 A. What knowledge? Knowledge would come from experience.
11 We would have our weekly, monthly meetings, we would
12 have programmes, we would have finance, we would have
13 quality.
14 Q. Yes.
15 A. So that's how we would monitor them.
16 Q. What knowledge and experience did Rydon have in order to
17 be able to supervise whether its subcontractors, when
18 doing their design or product-selection, were complying
19 with statutory or industry guidance?
20 A. Sorry, what knowledge?
21 Q. Yes. What knowledge or experience? You referred to
22 knowledge or experience a moment ago.
23 A. Experience -- they were an experienced contractor and
24 they were experienced in the same type of buildings and
25 doing the same type of thing that we've -- that was done

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1 at Grenfell. So that would be the experience. And then
2 obviously industry training, as far as knowledge goes.
3 Q. How would you --
4 A. I'm not quite getting what you --
5 Q. So sorry.
6 A. I'm not quite getting what you're --
7 Q. Let me try it a different way. How would you, as
8 contracts manager, be able to check to make sure that
9 your subcontractors, when doing what they were doing,
10 were complying with industry guidance or statutory
11 guidance?
12 A. Well, (a) to employ the correct ones, what you believe
13 to be the correct ones, and then we would have the layer
14 of Building Control to ensure that the design and
15 installation was in accordance with the regulations.
16 Q. What knowledge or experience within Rydon would Rydon
17 use to make sure that its subcontractors complied with
18 statutory or industry guidance, so that Rydon was
19 satisfied that it was complying with its obligations to
20 its client?
21 A. Yeah, I'm sorry, I'm not totally understanding that.
22 Q. Right, let me put it more simply: what knowledge or
23 experience within Rydon would Rydon draw upon in order
24 to supervise its subcontractors' work in order to make
25 sure it complied with guidance?

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1 A. Well, its staff, its management.
 2 Q. Who within Rydon would supervise, for example,
 3 Harley's --
 4 A. Yeah.
 5 Q. -- work to make sure it complied with Approved
 6 Document B, by way of example?
 7 A. Well, we would ensure -- so myself and the site team
 8 would ensure that the information was given to the other
 9 third parties that could check that compliance. That's
 10 how we would manage it.
 11 Q. So other people checked compliance, not Rydon; is that
 12 what you're telling us?
 13 A. We employed third parties, yes, that were able to do
 14 that.
 15 Q. How would you supervise those third parties in their
 16 checking that your subcontractors had complied with
 17 their obligations?
 18 A. I'm not -- sorry, I'm not quite -- I'm not sure. Can
 19 you say that again? Sorry. Getting confused here.
 20 Q. You accepted that you understood that Rydon owed your
 21 client a duty to supervise its subcontractors.
 22 A. Yes, sorry.
 23 Q. I'm really just trying to explore how you did that. Did
 24 you do that yourself or did you in turn rely on other
 25 people to do that checking for you?

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1 A. Relied on other people.
 2 Q. Does that mean that when Rydon was discharging or
 3 purporting to discharge its obligations of supervision
 4 which it owed to its client, it actually wasn't
 5 supervising itself, it was employing other people to
 6 perform its supervision for it?
 7 A. I think it would depend on what part of the works we're
 8 talking about, but overall, by employing third-party
 9 specialists, we would supervise them by making sure that
 10 they carried their work out in programme and quality,
 11 et cetera, but we wouldn't be able to check to the
 12 technical detail, if that's what you're saying.
 13 Q. Right.
 14 A. But you would have regular meetings to be asking
 15 questions whether, you know, design was progressing,
 16 whether, you know, whatever part of the build was
 17 progressing.
 18 Q. Let's turn to the regulatory requirements and industry
 19 guidance itself.
 20 I think we agree -- correct me if I'm wrong,
 21 Mr Lawrence -- that Rydon's contractual obligations
 22 included ensuring that the Building Regulations were
 23 complied with?
 24 A. Agreed.
 25 Q. Yes.

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1 At the time that Rydon won the contract for the
 2 Grenfell project in March 2014, were you familiar with
 3 schedule 1 to the Building Regulations?
 4 A. No.
 5 Q. So do I take it that you therefore weren't familiar with
 6 the functional requirements within the
 7 Building Regulations?
 8 A. You mean as in what the Building Regulations are?
 9 Q. Yes, what the functional requirements within the
 10 regulations are.
 11 A. To set a minimum standard for construction works.
 12 Q. Were you familiar -- and I think probably the answer to
 13 this is no, given your first answer, but let me just try
 14 it anyway -- with part B, fire safety?
 15 A. I knew that there was a part B, so I knew that the
 16 building regs are broken down into different sections,
 17 but, again, it would be a general overview. I couldn't
 18 tell you what each section meant or --
 19 Q. Right.
 20 A. Yeah.
 21 Q. Let's see how far your familiarity went.
 22 Were you aware that part B was broken down into five
 23 parts, B1 to B5?
 24 A. Yes.
 25 Q. You were?

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1 A. I know it's in parts, yes.
 2 Q. Were you familiar with part B4, or did you know that
 3 there was a part B4 that dealt with --
 4 A. I knew there was a part B4, yes.
 5 Q. Did you know what it dealt with?
 6 A. I think it's the external.
 7 Q. You say you think; did you think that at the time? Did
 8 you know that at the time?
 9 A. Yes, I would have done.
 10 Q. I see. Can we look at B4.(1), that's at
 11 {CLG00000224/93}, please.
 12 This is part of Approved Document B, and this is
 13 functional requirement B4.(1), "External fire spread":
 14 "The external walls of the building shall adequately
 15 resist the spread of fire over the walls and from one
 16 building to another, having regard to the height, use
 17 and position of the building."
 18 Were you familiar with that as a functional
 19 requirement?
 20 A. In general terms, yes.
 21 Q. In general terms. Then:
 22 "The roof of the building shall adequately resist
 23 the spread of fire over the roof ..."
 24 Again, were you familiar with that in general terms?
 25 A. In general terms, yes.

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1 Q. I see.
 2 Was there anybody within Rydon who was more familiar
 3 with it on this project than in general terms?
 4 A. I wouldn't have thought so within the directly employed
 5 management, no.
 6 Q. Right. So to put it perhaps colloquially, you didn't
 7 have an Approved Document B bod in Rydon on this
 8 project?
 9 A. Correct.
 10 Q. Right.
 11 Do you or did you understand, specifically in
 12 relation to fire, that these functional requirements
 13 were clear in that fire should be prevented from
 14 break-out from the compartment in which it started?
 15 A. The general principle of compartmentation, yes.
 16 Q. And that if it did break out from a compartment, the
 17 spread of fire should be inhibited?
 18 A. General principle, yes.
 19 Q. The general principle.
 20 A. Yes.
 21 Q. Did you also understand that, as a general purpose of
 22 those requirements, the fire should be contained for
 23 such a period as to enable the emergency services to be
 24 able to deal with it?
 25 A. Yes.

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1 Q. Yes, and to enable safe evacuation?
 2 A. Yes.
 3 Q. And also to save lives, in the end?
 4 A. Yes.
 5 Q. Looking at Approved Document B, if I can, were you
 6 familiar with that at the time Rydon won the contract in
 7 March 2014?
 8 A. Not particularly the content, no.
 9 Q. Not particularly the content?
 10 A. Well, as in, as I've just said, in general principle,
 11 Building Regulations, that they are there, but you
 12 couldn't ask me a subclause of a subsection, and I could
 13 tell you what it is, no.
 14 Q. Did you know in general terms what the purpose of
 15 Approved Document B was?
 16 A. Only that it dealt with fire.
 17 Q. Did you know that it provided practical guidance with
 18 respect to the mandatory requirements of the
 19 Building Regulations?
 20 A. Yes.
 21 Q. Before March 2014, had you ever occasion to read the
 22 guidance set out in Approved Document B which addresses
 23 fire safety?
 24 A. I don't recall, but again it's a -- as a site
 25 management, it's a -- I would regard them as reference

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1 documents for us as and when if we needed to investigate
 2 further.
 3 Q. Right. Okay.
 4 A. We wouldn't -- as a site team, as a site management, we
 5 wouldn't be able to interpret these documents without
 6 help from others. Generally we would be looking at
 7 documents with things like, I don't know, height of
 8 handrails and, you know, the rising going of steps and
 9 basic elements, but we would only be referring to those
 10 if there was a particular issue, cause or something
 11 particularly raised to it.
 12 Q. I see.
 13 Can I ask you to look at page 95 {CLG00000224/95},
 14 and on page 95 go, when it comes up, to the bottom
 15 right-hand corner under the title, "External wall
 16 construction", paragraph 12.5:
 17 "The external envelope of a building should not
 18 provide a medium for fire spread if it is likely to be a
 19 risk to health or safety. The use of combustible
 20 materials in the cladding system and extensive cavities
 21 may present such a risk in tall buildings.
 22 "External walls should either meet the guidance
 23 given in paragraphs 12.6 to 12.9 or meet the performance
 24 criteria given in the BRE Report Fire performance of
 25 external thermal insulation for walls of multi storey

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1 buildings (BR 135) for cladding systems using full scale
 2 test data from BS 8414 ..."
 3 In general terms, were you aware of the guidance set
 4 out in that paragraph I've just read to you?
 5 A. I think the general principle that whatever gets built
 6 shouldn't be unsafe, I think is probably a broad term,
 7 but yes, I wouldn't have ... I can't tell you what's in
 8 those documents.
 9 Q. No.
 10 Let's just see how far your awareness extends.
 11 Were you aware of the risk to health and safety
 12 presented by the use of combustible materials in
 13 a cladding system and cavities?
 14 A. Yeah, I would say in general principle, yeah.
 15 Q. We can see from the second paragraph under section 12.5
 16 that there are two alternative routes to compliance
 17 within there: first, the guidance in 12.6 to 12.9, and
 18 second, the adherence to the performance criteria
 19 contained in BR 135 using full-scale test data from
 20 BS 8414.
 21 Did you understand at the time of your coming into
 22 the project that those two alternative routes to
 23 compliance with this guidance existed?
 24 A. At the time, no.
 25 Q. Right.

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1 A. We had only ever -- I had only ever experienced what is
 2 now being termed as the linear route.
 3 Q. I see. When did you first become aware that there were
 4 these alternative routes to compliance?
 5 A. In doing -- you know, since the disaster, in looking
 6 into --
 7 Q. Right.
 8 Now, was there any discussion, at the time of coming
 9 into the project or thereafter, of the materials in the
 10 cladding and about which route you were going to take?
 11 I'm sorry, I will put that again.
 12 When you came into the project, in respect of the
 13 materials that were going to be used for the cladding,
 14 was there any discussion about which route to compliance
 15 you would take?
 16 A. No.
 17 Q. Can we look over the page {CLG00000224/96}, please, at
 18 paragraph 12.7, page 96. This is under the heading
 19 "Insulation Materials/Products":
 20 "In a building with a storey 18m or more above
 21 ground level any insulation product, filler material
 22 (not including gaskets, sealants and similar) etc. used
 23 in the external wall construction should be of limited
 24 combustibility (see Appendix A). This restriction does
 25 not apply to masonry cavity wall construction which

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1 complies with Diagram 34 in Section 9."
 2 Do you see that?
 3 Now, you see the words "limited combustibility"
 4 there. Were you familiar with that expression or phrase
 5 at the time you came into the project?
 6 A. I don't particularly remember being aware of it or
 7 understanding exactly what it means.
 8 Q. I see.
 9 A. I think in general terms, you would -- you know, in even
 10 non-construction terms, you would understand, or you
 11 would perceive to understand, what is combustible and
 12 what isn't combustible or what it means.
 13 Q. Yes.
 14 A. And I think, again, in general terms, you would
 15 understand that you wouldn't put -- you wouldn't put
 16 something on a building that was going to add to the
 17 fire and cause obviously the disaster it did.
 18 Q. That answer suggests that you were familiar with, as you
 19 put it, what burns and what doesn't burn, so combustible
 20 and non-combustible.
 21 A. In broad terms, as in I would know if you set fire to
 22 paper it would set alight, if you set fire to a brick,
 23 it wouldn't, you know, in broad terms.
 24 Q. What I'm focusing on is the expression "limited
 25 combustibility" and just seeking to --

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1 A. I wouldn't have known that term.
 2 Q. Okay, thank you.
 3 Did any colleagues of yours in Rydon, to your
 4 knowledge, have any experience, understanding or
 5 knowledge of what that expression meant, "limited
 6 combustibility"?
 7 A. I don't know, I can't answer for them.
 8 Q. You don't know.
 9 Can I look at {SEA00012032/2}, please. It's
 10 an email from you to Claire Williams of the TMO, halfway
 11 down the page there, on 24 October 2014, and the subject
 12 is "Grenfell and windows". Do you see that?
 13 In the second paragraph, if you look at the first
 14 full bullet point on page 2 -- I'm sorry, you need to go
 15 back a page, I think {SEA00012032/1}, that's where it
 16 starts. If we could flip to the top of page 2
 17 {SEA00012032/2}, which is halfway through this email,
 18 you can see the second bullet point, "Building Regs".
 19 Do you see that?
 20 A. Yes.
 21 Q. Let's look at it together, it says:
 22 "From experience with refurbishment and having
 23 looked at the approved documents I don't feel that this
 24 area is a big risk. If you were carrying out a standard
 25 window replacement programme without Cladding then you

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1 would have no choice but fit new thicker frames within
 2 the existing aperture, thereby slightly decreasing the
 3 daylight. Building Control would feel the thermal
 4 benefits using modern materials would outweigh any
 5 negatives. Also the required background ventilation
 6 figures for replacement of existing windows are lower
 7 than what we've been asked to achieve here."
 8 Now, this email, and indeed this bullet point in
 9 particular, was of course in the context of a discussion
 10 with Claire Williams of the TMO about the size of the
 11 new windows in the existing structural opening, so it's
 12 fair to you to show you that. But does it tell us that
 13 you had, on this occasion and in that context,
 14 personally considered the Building Regulations and read
 15 the approved documents?
 16 A. I'm not sure that I would have read the approved
 17 documents. I may have sought(sic) advice from others,
 18 but in relation to windows, I would assume, without
 19 knowing the full email trail, that it's talking about
 20 U-values and the need to meet certain U-values, but ...
 21 Q. This email shows you personally expressing a view and
 22 giving advice on how to comply with the
 23 Building Regulations, doesn't it?
 24 A. Yes, in relation to windows.
 25 Q. Yes, but in relation to that, do you accept that it

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1 shows you personally expressing a view about how to
 2 comply with the Building Regulations?
 3 A. In general terms, yes, but I'm expressing a view to say
 4 that I don't feel there is a risk when it comes to the
 5 windows and window frames.
 6 Q. Yes.
 7 A. So would I have read -- if you're asking would I have
 8 read the approved document relevant to that, fully
 9 understood it, et cetera, then no, I would have been
 10 replying on previous experience and knowledge.
 11 Q. Yes.
 12 Can we take this email and this bullet point as
 13 showing us that, in that context and on that issue, you
 14 considered that advising on compliance with
 15 Building Regulations was within your remit?
 16 A. I don't believe it's in my remit, as in I would seek
 17 guidance from others to, if ... I would be -- I would
 18 present information to the client, as would be expected,
 19 and I would get -- I would either formulate emails like
 20 this from my experience from previous, or, if there was
 21 a particular point relating to regulations, for example,
 22 then I would ask others if I was unsure. I think in
 23 this particular case we're talking about -- I believe
 24 we're talking about windows, and I believe we're talking
 25 about thermal performance.

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1 Q. Yes. You see it says, "having looked at the approved
 2 documents".
 3 A. But --
 4 Q. Sorry, do you want to continue?
 5 SIR MARTIN MOORE-BICK: Have you finished?
 6 A. I was just going to say, yeah, "having looked at",
 7 I understand that to mean slightly different to having
 8 read it from cover to cover and fully understood
 9 everything. But, you know, it could easily have been --
 10 and I don't recall this particularly, but this could
 11 easily have been a comment as in, you know, will it meet
 12 the U-value, and flick through and, yeah, there is
 13 a U-value there and yes, it does, or from previous
 14 experience.
 15 MR MILLETT: Yes.
 16 A. So ...
 17 Q. I understand.
 18 A. Sorry, that's ...
 19 Q. No, and I'm grateful to you, and I don't want to cut you
 20 off at all. I understand that.
 21 What I'm really seeking to get at here is -- because
 22 you told Claire Williams that you had, in answering
 23 an issue, looked yourself at the approved documents,
 24 because you say "having looked at the approved
 25 documents".

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1 My question is: can we take this email as showing us
 2 that, when addressing specific issues, you yourself did
 3 regard it as within your remit to look at and advise on
 4 the approved documents?
 5 A. No, I don't -- no, I don't agree that's a fair
 6 statement. I would pass on information. If it was
 7 something basic and simple, then I could well have --
 8 you know, I could well have looked at the approved
 9 document. Like I say, I think we're talking about
 10 U-values here. I don't think it was my remit to
 11 interpret Building Regulations and to advise the client
 12 on that, because I don't think I'm capable of doing
 13 that, I don't think I'm competent to do that.
 14 SIR MARTIN MOORE-BICK: Mr Lawrence, I think you may be
 15 getting ahead of Mr Millett a little bit on this.
 16 A. Sorry.
 17 SIR MARTIN MOORE-BICK: I think all Mr Millett is suggesting
 18 to you is that in this particular case --
 19 A. Yes.
 20 SIR MARTIN MOORE-BICK: -- because you used the words
 21 "having looked at the approved documents", it suggests
 22 that on this question you either looked at them yourself
 23 or possibly -- I'm not sure whether this is your
 24 evidence -- you asked someone else to look and then and
 25 then report to you so that you could reply.

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1 A. Sorry, yes. Yes, I agree with what you're saying.
 2 SIR MARTIN MOORE-BICK: That's as far as we're going for the
 3 moment.
 4 A. Sorry, yes.
 5 SIR MARTIN MOORE-BICK: The next question may take you
 6 further, I don't know.
 7 MR MILLETT: Yes, and since you were the one, I think, who
 8 looked at them, I'm just asking you whether we can take
 9 that as an indication that you yourself were prepared to
 10 advise on compliance with the approved documents, rather
 11 than relying on somebody else to tell you?
 12 A. I don't agree that email suggests that. It doesn't
 13 necessarily say that I've personally looked at it and
 14 then I would advise on approved documents.
 15 Q. Well, it says "having looked at the approved documents".
 16 Is that a reference to somebody else having looked at
 17 them or you?
 18 A. I don't recall the email, so without going through all
 19 the chain, I don't recall it.
 20 Q. Let's move to a different subject.
 21 I'm going to ask you now some questions about the
 22 awareness of different types of cladding and other fires
 23 at the time.
 24 At the time of the Grenfell Tower project, were you
 25 aware of the different kinds of cladding panels

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1 available in the UK?

2 A. No.

3 Q. Do I take it --

4 A. Sorry, let me explain that a bit further. Systems, as

5 in different -- as in ACM or as in cement board or

6 other, then I would have understood there are different

7 systems.

8 Q. Yes.

9 A. But within ACM, ACM just meant ACM to me. I didn't know

10 there were different categories within ACM.

11 Q. Okay. Let's just tease out a couple of points of detail

12 from that answer.

13 Were you aware that cladding panels were made, or

14 sometimes made, with a variety of materials, including

15 metal and metal composite materials?

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

17 Q. Yes, and were you aware that ACM panels -- and ACM

18 stands for aluminium composite material -- frequently

19 contained a core made from polyethylene?

20 A. I was aware -- I wouldn't have known it was necessarily

21 polyethylene, but I was aware that the ACMs that I had

22 had experience with in the past were all the same, and

23 I believe, looking back now, that they probably were

24 polyethylene.

25 Q. Were you aware that polyethylene was combustible?

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1 A. No.

2 Q. Were you aware that ACM panels were also available with

3 fire retardant cores which were less combustible?

4 A. No.

5 Q. To your knowledge at the time, was there any awareness

6 within Rydon as a company of the combustibility of

7 polyethylene cores within ACM panels?

8 A. I don't believe so, no.

9 Q. Was there any awareness within Rydon of the availability

10 of cladding panels with fire retardant cores?

11 A. Not that I'm aware of.

12 Q. Were you aware of the potential fire risks of using

13 aluminium cladding?

14 A. No.

15 Q. Were you aware of major fires which had occurred in

16 residential buildings, both in the United Kingdom and

17 overseas, involving cladding?

18 A. The only fire I was aware of involving cladding was

19 relevant to the Chalcots Estate and our own previous

20 installation.

21 Q. As at the spring of 2014, were you aware that a serious

22 fire in South London had occurred in the summer of 2009

23 involving cladding, resulting in six fatalities, namely

24 the fire at Lakanal House?

25 A. I had heard of Lakanal House, but I didn't -- I couldn't

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1 have told you the details surrounding that.

2 Q. Right.

3 Were you aware of a spate of high-rise fires in the

4 United Arab Emirates in 2012 to 2013?

5 A. No.

6 Q. What about the Lacrosse fire in Melbourne in November in

7 2014? That's after you came into the project.

8 A. No.

9 Q. Not aware of that?

10 A. No.

11 Q. Not aware of the history of high-rise fires in the

12 United Kingdom running from 1991, Knowsley Heights?

13 A. Never heard of that, no.

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

15 A. No.

16 Q. No.

17 You had heard of Lakanal House, I think, but were

18 you aware at the time that external fire spread had been

19 an issue in that fire?

20 A. Erm --

21 Q. A factor?

22 A. I was -- I may have been aware that external fire spread

23 was a factor, yes. I wasn't aware that there was

24 cladding panels on the building or anything relevant to

25 ACM cladding or cladding, no.

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1 Q. Right.

2 Was there any training programme or internal

3 intelligence within Rydon, particularly to those teams

4 doing high-rise refurbishments, about the lessons learnt

5 from the Lakanal House fire?

6 A. Not that I recall, no.

7 Q. To your recollection, was there any industry

8 intelligence, information, gossip even, about the

9 lessons learnt from the Lakanal House fire?

10 A. There may have been, there may have been. I'm sure it

11 would have been reported in the construction press, so

12 it may have been, yes.

13 Q. Right, okay.

14 Were you an avid reader of the construction press,

15 or did it not bother you?

16 A. As and when -- as and when I had either time or it was

17 appropriate, but not an avid reader, no.

18 Q. I want to ask you now about a guidance document,

19 Building Control Alliance Technical Guidance Note 18,

20 issue 0, from June 2014. I've just given it a title.

21 Is that title familiar to you?

22 A. No.

23 Q. Are you familiar with the Building Control Alliance as

24 a body?

25 A. Not particularly.

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1 Q. Did you know, or do you know, that the Building Control
2 Alliance issue guidance documents for the construction
3 industry?
4 A. No, I'm not aware of them.
5 Q. Do we take it from that -- it would follow, I suppose --
6 that as at March or April 2014, you were not familiar
7 with any BCA guidance documents?
8 A. No, that's right.
9 Q. Right.
10 Let's just flash one up in front of you to see
11 whether you know anything about it: {CEP00057294}.
12 I don't expect there to be a flash of recognition,
13 Mr Lawrence, so forgive me for this, but here it is: BCA
14 Technical Guidance Note 18, "Use of Combustible Cladding
15 Materials on Residential Buildings".
16 I think I know the answer to this question but
17 I feel I should ask it: are you or were you familiar
18 with this document?
19 A. No.
20 Q. Right.
21 Can you account for being contract manager on the
22 Grenfell Tower refurbishment, which involved a major
23 overclad of a high-rise residential building, and yet
24 not being familiar with this document?
25 A. I think there are a lot of technical guidance and

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1 documents out there about a lot of materials on -- in
2 the construction overall. Referring back to my previous
3 comments, the technical and specialities would -- we
4 would be relying on others to be aware of these.
5 Q. Coming back to it, you were relying on others, and how
6 would you check whether the others had used industry
7 guidance such as this, if you weren't aware of it
8 yourself?
9 A. Well, (a) ensuring -- first, employing the right
10 contractors and/or designers, and ultimately, when it
11 comes to compliance, we are looking for the building to
12 be signed off, shall we say, by -- for regulations by
13 Building Control.
14 Q. Now, let's just look at the introduction, if we can:
15 "BCA technical guidance notes are for the benefit of
16 its members and the construction industry, to provide
17 information promote good practice and encourage
18 consistency of interpretation for the benefit of our
19 clients. They are advisory in nature, and in all cases
20 the responsibility for determining compliance with the
21 Building Regulations remains with the building control
22 body concerned."
23 Then it goes on to say:
24 "This guidance note is based upon information
25 available at the time of issue and may be subject to

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1 change. The Approved Documents should be consulted for
2 full details in any particular case."
3 Then looking on at the introduction section, in the
4 second paragraph:
5 "Where a building exceeds 18m in height, AD B2
6 recommends (for the entire wall area both below and
7 above 18m) either the use of materials of limited
8 combustibility for all key components or to submit
9 evidence that the complete [underlined] proposed
10 external cladding system has been assessed according to
11 the acceptance criteria in BR135 ... This guidance note
12 outlines both procedures in more detail and addresses
13 common misconceptions relating to combustibility and
14 surface spreads of flame ratings."
15 Now, just looking at that -- I know you haven't read
16 this document -- were you familiar with the principle at
17 the time that all key components had to be of limited
18 combustibility, or that there had to be evidence that
19 the complete proposed external cladding system had been
20 assessed according to the acceptance criteria in BR 135?
21 A. I wasn't aware of that paragraph, no.
22 Q. You weren't, I see. Right. I'm not sure, therefore,
23 that there is much point me asking any further questions
24 on this document.
25 Well, let me just ask you one more. Can I ask you

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1 to look at page 2 {CEP00057294/2}. In light of the
2 answers you were giving me in relation to 12.5 of ADB
3 before, let me just see if I can just ask one or two
4 more questions.
5 Page 2, it says at the very top:
6 "Where the building exceeds 18m in height, the BCA
7 recommends three options for showing compliance with
8 paragraph 12.7 of AD B2 ..."
9 There they are:
10 "Option 1
11 "The use of materials of limited combustibility
12 "Option 2
13 "An acceptable alternative approach ... is for the
14 client to submit evidence to the Building Control Body
15 that the complete proposed external cladding system has
16 been assessed according to the acceptance criteria in
17 BR135 ..."
18 Then option 3, a desktop study.
19 Those are the three options.
20 I know you didn't read the document, but were you
21 aware at the time of your involvement in the project
22 that these three options were three available routes to
23 compliance in relation to external wall construction?
24 A. No, my only experience had ever been taking what's now
25 known as the linear route.

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1 Q. I see.
 2 I'm going to show you a few more documents,
 3 Mr Lawrence, but it may be that, if you haven't seen
 4 them, we can take this very quickly.
 5 The next one is the next edition of this document,
 6 June 2015, version 1 it's called. It starts at 0; the
 7 second one is 1. This is BCA Technical Guidance Note 18
 8 and it's at {CEL00002347}. It's very similar to the
 9 edition from the previous year, but if you go to the
 10 next page {CEL00002347/2}, you will see that there are
 11 now four options. Options 1, 2 and 3 remain the same as
 12 they did the previous year in the document I showed you
 13 just before. Option 4 is new:
 14 "If none of the above options are suitable, the
 15 client may consider addressing this issue via
 16 a holistic, fire engineered approach taking into account
 17 the building geometry, ignition risk, factors
 18 restricting fire spread etc."
 19 Were you aware in general terms that, by the middle
 20 of 2015, there were now four options, four routes to
 21 compliance?
 22 A. No.
 23 Q. I think we can take it that there was no holistic fire
 24 engineering approach in relation to the external
 25 cladding for Grenfell Tower?

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1 A. No, and to repeat what I've said previously, I was only
 2 aware of the linear route and no others.
 3 Q. Can I ask you next to look at the CWCT guidance. We
 4 discussed it earlier in the context of the NBS
 5 specification. Let's just have a look at that.
 6 I think it's right, isn't it, that by May 2015 you
 7 had come to hear of the CWCT itself as a body?
 8 A. Yes, I would have known there was a body, CWCT, out
 9 there, yes.
 10 Q. I can show you an email string if you like --
 11 A. Yes.
 12 Q. -- which refers to that in your discussions with a man
 13 called Mr David Brissenden of Cenergist in the context
 14 of -- do you remember that?
 15 A. I don't remember that specific email, but I would have
 16 known who the CWCT was.
 17 Q. Okay, fine.
 18 Did you know that it was a specialist professional
 19 body in the cladding industry?
 20 A. By its title, yes.
 21 Q. Did you know by that point, May 2015, if not earlier,
 22 what CWCT did?
 23 A. I think we probably only ever looked at it when it comes
 24 to testing, as in rainwater testing, soakage testing,
 25 curtain walling windows and items like that, so ...

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1 Q. I was asking you a question about what CWCT did as
 2 a body, but you have answered me, I think --
 3 A. Yes, sorry.
 4 Q. -- as a document. But from that answer, do I take it
 5 that you did actually use the CWCT guidance as
 6 a document when looking at specific rainwater questions?
 7 A. No, but you would often find in the NBS spec that there
 8 would be, under the testing regime for curtain walling
 9 windows, there would be reference to CWCT with hosepipe
 10 rainwater testing.
 11 Q. Now, I would like to show you one guidance document from
 12 CWCT in particular, and this is CWCT's Technical
 13 Note 73. That's {CWCT0000019}, please. This is
 14 entitled "Fire performance of curtain walls and
 15 rainscreens", and you can see from the bottom of the
 16 page that it was published in March 2011.
 17 If you put up page 1 there, you can see the
 18 document.
 19 Were you aware of this guidance note as at the
 20 spring of 2014?
 21 A. No.
 22 Q. Can I just ask you one question on it to see if it
 23 triggers a recollection or just to explore your state of
 24 knowledge.
 25 Look at the bottom of page 1 and over to page 2

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1 {CWCT0000019/2}. It's quite difficult to have them both
 2 there at the same time. But if you look at the bottom
 3 of page 1 in the right-hand column, it says:
 4 "In England, Wales and Northern Ireland, materials
 5 may be described as non-combustible, of limited
 6 combustibility or Class 0 using definitions given in
 7 AD B. Materials may also be classified as Class 1, 2, 3
 8 or 4 in accordance with BS 476 Parts 6 and 7."
 9 Were you familiar with that principle, or those
 10 principles, or guidance at the time of your coming into
 11 the Grenfell Tower project?
 12 A. The only thing that I was familiar with was the
 13 reference to class 0.
 14 Q. Well, we will come to that later on.
 15 You say, picking up that answer, you were familiar
 16 with the reference to class 0. What did that mean to
 17 you?
 18 A. That the surface spread of flame.
 19 Q. That the surface spread of flame what?
 20 A. That there wouldn't -- whatever product it was, whether
 21 it be internal paint surfaces, or whatever, wouldn't
 22 promote the surface spread of flame.
 23 Q. I see.
 24 Do you remember how you got that information or
 25 understanding?

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1 A. I think ... not totally . I mean, I think probably
 2 originally , earlier on in my career, probably relating
 3 to internal paint surfaces in communal areas, et cetera .
 4 Q. I see.
 5 A. But I was aware from the previous projects , so Chalcots
 6 and Ferrier Point, that the -- I was under the belief ,
 7 should I say, that the external part of the cladding
 8 should be of class 0. External face, should I say,
 9 sorry.
 10 Q. Did you understand anything about how a material would
 11 come to be classified as class 0?
 12 A. No.
 13 Q. So you didn't have any understanding of the tests?
 14 A. No.
 15 Q. Looking down page 2 a little bit further , we can see
 16 some definitions . I just want to pick these up very
 17 briefly with you.
 18 First of all , you can see the definition of
 19 a firestop :
 20 "A seal provided to close an imperfection of fit or
 21 design tolerance between elements or components to
 22 restrict the passage of fire and smoke."
 23 Did that correspond to what your understanding of
 24 what a firestop was or is?
 25 A. Yes.

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1 Q. If we look at the next column of text , you can see at
 2 the top of the page:
 3 "Cavity barrier: A construction to close a concealed
 4 space against penetration or spread of smoke or flame."
 5 Again, did that correspond at the time with your
 6 understanding of what a cavity barrier was?
 7 A. Yes.
 8 Q. If we turn --
 9 A. If I can just add to that , I think we probably would
 10 quite often generalise , so we would see them as
 11 interchangeable terms. I know if you look at the
 12 specifics , they're not, but I think if you -- as you
 13 will have seen through the documents, you will see
 14 firestop , firebreak , cavity barrier .
 15 Q. We will come to those documents in due course, but
 16 that's partly why I was asking at this early stage.
 17 A. Yes, sorry.
 18 Q. I think the answer is you understood that there was, at
 19 least in strict definitional terms, a difference .
 20 A. Yes.
 21 Q. And they do different things . A cavity barrier and
 22 a firestop do different things .
 23 A. Yes.
 24 Q. Yes, thank you.
 25 Can I ask you to turn to page 4 {CWCT0000019/4},

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1 please , and we can see a statement which runs over to
 2 page 5 {CWCT0000019/5} on the document which says under
 3 "Regulations":
 4 "For rainscreen walls , AD B requires that cavity
 5 barriers are provided ..."
 6 Then over the page, to the top of page 5, left -hand
 7 column:
 8 "• To close the edges of cavities including around
 9 window openings.
 10 "• At the junction of the wall with a compartment
 11 wall or floor ."
 12 What did you understand the need for cavity barriers
 13 around windows to be, in general terms if not by
 14 reference to this document?
 15 A. I'm not sure I was aware of the need for cavity barriers
 16 around windows.
 17 Q. I see.
 18 A. My experience in the previous projects was that there
 19 was a need for the -- to be in line with the compartment
 20 walls and floors .
 21 Q. If we turn to page 6 {CWCT0000019/6} of the same
 22 document, we can see a title "use of combustible
 23 material", and then in the second paragraph it says:
 24 "To satisfy the recommendations in AD B, insulation
 25 and filler materials in walls of a building with a floor

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1 more than 18m above ground level are required to be of
 2 limited combustibility . This requirement does not apply
 3 to sealants and gaskets and there is an exception for
 4 insulation in the cavity of masonry walls. Similar
 5 requirements apply in Scotland and Northern Ireland ."
 6 I know you were not familiar with the document or
 7 the precise provisions of Approved Document B as you
 8 have told us, but in general terms, was that your
 9 understanding of the general requirements at the time
 10 you were working on the project?
 11 A. I don't ... I wouldn't have known the difference between
 12 the limited combustibility and quite to what elements it
 13 would go to or would be applied to, at that time, no.
 14 Q. Did you understand at the time of the Grenfell Tower
 15 project that materials, insulation and filler materials,
 16 in the walls of a building with floors more than
 17 18 metres above ground level had to be of limited
 18 combustibility?
 19 A. I'm not sure I would have ... I'm not sure I remember
 20 knowing that at the time.
 21 Q. Thank you.
 22 Going down two paragraphs, to the end of that little
 23 section , it says:
 24 "The only commonly used insulation material that
 25 will satisfy the definition of limited combustibility is

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1 mineral wool."
 2 Did you know that?
 3 A. I didn't know that, no.
 4 Q. Are you surprised to read it here?
 5 A. Not given we know what we know now, no.
 6 Q. All right.
 7 Were you aware of any other insulation material that
 8 would have satisfied the definition of limited
 9 combustibility?
 10 A. No.
 11 Q. Did you or anybody else at Rydon ever consider using
 12 mineral wool as the insulation at Grenfell Tower in
 13 light of what is said in this industry guidance?
 14 A. I think there was -- I'm sure we'll come on to this --
 15 there was -- our experience had been that Rockwool had
 16 been used as the insulation on our previous projects.
 17 Q. It goes on:
 18 "It is sometimes argued that thermoset insulation
 19 materials with non combustible facings may be regarded
 20 as satisfying the requirement ..."
 21 Are you familiar with the phrase "thermoset
 22 insulation materials"?
 23 A. No.
 24 Q. Did you know that thermoset would include PIR,
 25 polyisocyanurate?

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1 A. (Shakes head).
 2 Q. No. What about phenolic insulation?
 3 A. I've heard the names, obviously, but I couldn't tell you
 4 it was a thermoset insulation material.
 5 Q. No.
 6 Were you aware, as an industry professional, at the
 7 time of this argument, that it is sometimes argued that
 8 thermoset insulation materials with non-combustible
 9 facings can be regarded as satisfying the requirement?
 10 A. (Shakes head).
 11 Q. No.
 12 SIR MARTIN MOORE-BICK: Sorry, I do have to ask you to say
 13 "no", because although the transcriber may record that
 14 you're shaking your head, it doesn't really work so
 15 well.
 16 A. Sorry: no.
 17 MR MILLETT: Thank you.
 18 I'm sorry to keep asking you questions about
 19 a document you have never seen, but it is really just an
 20 attempt to encapsulate the guidance and see if you
 21 understood what was out there.
 22 Under "Alternative approaches" you will see at the
 23 bottom of the same column on the same page it says:
 24 "For rainscreen walls, AD B allows fire testing in
 25 accordance with BS 8414 to be used instead of providing

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1 cavity barriers and non-combustible insulation as
 2 described above.
 3 "Where testing is carried out in accordance with BS
 4 8414, the test applies to the complete cladding system
 5 including insulation, rainscreen, flashings and cavity
 6 barriers. Changing any of these components may affect
 7 the ability of the wall to resist the spread of fire."
 8 I know you told us you hadn't heard, I think, of
 9 BS 8414, but in general terms, did you understand that
 10 such a thing as a complete test involving these elements
 11 existed as a route to compliance?
 12 A. No, because we had only ever used the linear route
 13 previously. Or -- yeah -- only experienced that
 14 previously.
 15 Q. Yes.
 16 Can I then turn to a different subject, which is the
 17 system, or lack of system, in Rydon for disseminating
 18 good practice.
 19 Was there a system in Rydon for disseminating
 20 guidance documents such as this one that's on the screen
 21 so that senior project professionals would be familiar
 22 with them?
 23 A. I don't recall one, but --
 24 Q. So there was no library where a professional who needed
 25 to look and understand what technical guidance was out

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1 there in respect of, for example, cladding could go?
 2 A. I think we had a -- not I think; we had a log on to a --
 3 or subscription, should I say, to an internet-based
 4 construction library, so we had that.
 5 Q. I see. So would that library have allowed access to
 6 documents such as this or Technical Guidance Note 18 or
 7 the other documents I have been showing you this
 8 morning?
 9 A. It would have done definitely building regs. Whether it
 10 had this on it or not, I would have no idea.
 11 Q. Was there any system within Rydon by which senior
 12 professionals in charge of projects would be kept up to
 13 date with industry guidance such as this?
 14 A. No, I don't believe so.
 15 Q. Did anybody at Rydon ever go on courses or training on
 16 the Building Regulations or associated industry
 17 guidance?
 18 A. I didn't, but that's not to say others didn't. I don't
 19 know.
 20 Q. Right.
 21 A. Not aware.
 22 Q. Did you ever discuss CPD, continuing professional
 23 development, with your peers and superiors in Rydon?
 24 A. I don't recall any specific conversations.
 25 Q. Right.

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1 Did you take any steps yourself to ensure that you
2 were kept abreast of industry developments?

3 A. I think, like I said earlier, I would be reading the
4 industry press, but not religiously and, you know, every
5 day, every week, but ...

6 Q. Right.

7 You say industry press; is there any particular
8 publication which stands out which caught your interest
9 which you would follow?

10 A. At the time I was a member of the CIOB, so we would have
11 been getting a monthly magazine from them. So -- which
12 I didn't always read, but, you know, would come through.

13 Then you've got other industry press that is electronic.

14 Q. I would like to turn to the question of Rydon's design
15 expertise now, if I may, and to ask you some questions
16 about how Rydon operated as a design and build
17 contractor on this project, and in general terms.

18 The first question is: did you, or did Rydon,
19 rather, take any steps to ensure that it had set up
20 an appropriate structure to ensure that all aspects of
21 the design works and all aspects of the building works,
22 the construction works, were to be met?

23 A. I don't recall there being a ... well, the structure
24 would be, again, employing the relevant specialist to be
25 able to give us that advice.

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1 Q. I see.

2 In a project of this size and complexity, in your
3 own experience, would it be normal to establish a matrix
4 of responsibilities which would set out which contractor
5 or subcontractor was responsible for which element of
6 the design?

7 A. My knowledge at the time was -- I had been there for
8 11 years, so it was Rydon-based knowledge -- I don't
9 recall there being a design matrix document.

10 Q. Right.

11 What about on other projects other than Grenfell?

12 Are you saying that that was true across the board?

13 A. Yes, from my experience, from my recollection.

14 Q. Yes.

15 Do we take it from that that you didn't, at least
16 yourself, seek to establish a matrix of responsibilities
17 in relation to the Grenfell Tower contract?

18 A. No, we didn't. Like I say, I don't recall there being
19 a design responsibility matrix process and/or document.

20 Q. No. I was going to ask you why not, but I think you may
21 have answered it: it's because you never do; is that
22 right?

23 A. I don't believe at the time Rydon had that process.

24 Q. Right.

25 If you didn't have such a process, how were you

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1 going to ensure that each contractor or each
2 subcontractor understood its responsibilities and its
3 liabilities, so that there would be no gaps in scopes or
4 in deliverables?

5 A. I don't know. The truthful answer is I don't know. It
6 would have been good to have a design responsibility
7 matrix.

8 Q. Yes.

9 Now, we've seen earlier this morning, because I took
10 you to them, Rydon's express obligations in the design
11 and build contract which it owed to the TMO,
12 particularly to complete the works in a workmanlike
13 manner, and to design and construct the works in
14 compliance with all statutory requirements. I showed
15 you that earlier.

16 Is it fair to say that, although Rydon maintained
17 contractual responsibility for the design of the
18 Grenfell Tower refurbishment, in practice, it relied on
19 other people to make design decisions?

20 A. Agree.

21 Q. Is that all design decisions?

22 A. Yes, we would -- well, we would have a -- as
23 construction managers, we would have an input into how
24 things were -- how do I phrase this? So things were
25 buildable, buildability of the design, from a safety and

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1 a physically how you're able to build stuff, but
2 that's ... that's really the extent of it.

3 Q. Can I ask you to look at an email, {RYD00039525}. This
4 is an email from you on 22 April 2015. I want to take
5 you to page 2 {RYD00039525/2}, please, at the bottom.
6 This is an email at the very bottom of the page from you
7 to David Brissenden. Do you see that?

8 I think you need to go to the top of page 3
9 {RYD00039525/3} for what I want to show you. It says:

10 "We (Rydon Maintenance Ltd) are the main contractor
11 but only provide management. All our works are carried
12 out [by] sub contractors. In the case of the cladding
13 it is a company called Harley Curtain Walling Ltd. They
14 are also not PAS2030 accredited."

15 Now, leave aside the accreditation point for the
16 moment. Where you say, "[we] only provide management",
17 is that a fair assessment of Rydon's business model: it
18 only provided management?

19 A. Yes.

20 Q. Can I ask you to look, please, next at a document
21 {ART00006670/4} and {ART00006670/5}. You need the
22 bottom of page 4, I think, and then the top of page 5.

23 This is an email, if we go to the bottom of page 4,
24 Claire Williams to you, 19 March 2015 -- I'm sorry, it's
25 to Simon O'Connor but copied to you:

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1 "URGENT: Grenfell residents meeting of 17 March."
2 Do you see that?

3 A. Yes.

4 Q. If you go to page 5, you will see that there is
5 a request from Claire Williams, who'd sent you this
6 email, for information in relation to a number of
7 questions that she has proposed on behalf of the
8 residents of Grenfell Tower.

9 She says at the top of page 5:

10 "Can you please URGENTLY ask JS Wright to do me a
11 concise paragraph for each of these items in layman's
12 terms?"

13 You can see the items on the previous page. They're
14 not relevant for present purposes.

15 Then if you go to page 2 and 3 {ART00006670/2} and
16 put those up next to each other, if you can, or if it is
17 possible, we can see your answer to her, same day,
18 "Morning Claire", at the bottom of page 2 and the top of
19 page 3, do you see that?

20 A. Yeah.

21 Q. So you're responding, not Simon O'Connor.

22 On that page {ART00006670/3}, you can see in the
23 third paragraph, or third main paragraph down:

24 "When Rydon were contracted to carry out the
25 works ..."

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1 Do you see that?

2 A. Yes.

3 Q. "When Rydon were contracted to carry out the works their
4 design team looked at each pipe size and location to see
5 if they could minimise the space needed for
6 installation."

7 Do you see that? Then you go on in the next
8 paragraph:

9 "Because of the existing low ceiling height within
10 Grenfell, the Rydon design team investigated numerous
11 pipe routes ..."

12 Do you see that?

13 A. Yes.

14 Q. Then in the next paragraph there is also a reference to
15 the Rydon design team under "Answer to 1", second line:

16 "Once Rydon were contracted to carry out the works,
17 their Design Team and the KCTMO team revisited the HIU
18 position ..."

19 Then there is a further reference later on to
20 Rydon's design team.

21 You were responsible for this email going out. Did
22 you choose those words, "the Rydon design team" or
23 "their design team" in each case?

24 A. I would imagine so, if I wrote the email, then yeah,
25 I would have thought so.

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1 Q. What did you understand or intend the phrase "Rydon's
2 design team" to mean?

3 A. Our team of designers, so in this case probably it's
4 JS Wright -- or not probably, it's JS Wright, if we're
5 talking about HIUs and pipework. It would also be
6 architects, structural engineers, specialist
7 subcontractors.

8 Q. So when you use the phrase "Rydon's design team", are
9 you referring to individuals employed by Rydon or are
10 you referring to --

11 A. No, I mean as a project as a whole.

12 Q. I see.

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

15 A. Yeah, correct.

16 Q. It was all outsourced?

17 A. Yes.

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

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

25 Q. I see. But from being an industry professional at the

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1 time, was your experience within Rydon common or was
2 it --

3 A. My experience -- if I talk about my experience now, then
4 I think -- I'm talking about half the industry here --
5 I would say probably 90% of the industry doesn't have
6 in-house design managers.

7 Q. No --

8 A. Some do, but I would say the majority in the industry
9 don't.

10 Q. Right, you're saying that now.

11 A. They operate the same way as Rydon operated then.

12 Q. I see. Thank you.

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

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

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

23 A. Yes.

24 Q. Did you also see your role as overseeing the
25 co-ordination and management of the design process

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1 without yourself actually being involved in the design
 2 itself?
 3 A. Yes.
 4 Q. Did you also see your role as making sure that the
 5 ultimate design complied with the client's requirements?
 6 A. Ultimately, by virtue of contracts, yes, but if you're
 7 implying that I would check every designer to make sure
 8 that all of their designs are compliant, then no. I'm
 9 not sure if that's what you're suggesting, sorry.
 10 Q. I understand the answer.
 11 A. Sorry.
 12 Q. Just to be clear, when we're talking about the client's
 13 requirements, I mean the requirements set out in the
 14 contract between you and the TMO, just to be clear about
 15 that.
 16 A. Yes.
 17 Q. Yes, I see.
 18 Can I then turn to your statement at page 10,
 19 paragraph 51, {RYD00094220/10}. You say at paragraph 51
 20 there:
 21 "... the Rydon maintenance business did not have
 22 internal design expertise to double check each aspect of
 23 technical design. The contractual expectations required
 24 the subcontractors to produce a design or specify the
 25 use of a material that was both compliant with legal

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1 standards and suitable for the project."
 2 Do you see that? Then you say:
 3 "I would expect a contractor to flag up an issue, if
 4 they believed that there was a problem with compliance
 5 or suitability."
 6 Do you see that?
 7 A. Yes.
 8 Q. Then if you look at paragraph 52, I'll just show you all
 9 of that:
 10 "My understanding was that the materials to be used
 11 had either been specified at the tender stage by KCTMO
 12 in conjunction with its designer/advisers, or by our
 13 specialist sub-contractors. I would have expected that
 14 any material that was specified in this way would comply
 15 with the relevant legal requirements. At no point
 16 during my work at Grenfell Tower did I have any reason
 17 to believe that was not the case."
 18 Just taking those paragraphs I've read out aloud to
 19 you, Mr Lawrence, together, can I just ask you some
 20 questions about that.
 21 Is it fair to say that neither you nor anybody else
 22 in Rydon ever investigated or checked the compliance of
 23 any product used on the project with any statutory
 24 requirements or guidance?
 25 A. I don't believe we did, unless we had any specific --

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1 I don't recall doing so, no.
 2 Q. Would it also be fair to say that, in fact, neither you
 3 nor anybody else at Rydon actually had the expertise
 4 with which to do so?
 5 A. Correct.
 6 Q. Is it also fair to say that you relied completely on
 7 specialists such as architects or specialist
 8 subcontractors in order to provide design advice?
 9 A. Correct.
 10 Q. And also to raise any issues which arose without Rydon
 11 asking?
 12 A. Correct.
 13 Q. And also you relied on such specialists to provide
 14 advice on materials and products and whether they
 15 complied?
 16 A. Yes, correct.
 17 Q. So does it follow from all of that that Rydon wouldn't,
 18 and indeed couldn't, actually know for itself whether it
 19 was properly performing its own obligations to the TMO
 20 to select compliant materials that we saw in the
 21 contract?
 22 A. In those -- in the terms that you're putting it, then we
 23 would use obviously contracts and delegate
 24 responsibilities so others complied and were
 25 contractually obliged to comply the same as we were.

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1 Q. I see.
 2 So are you telling us that, although Rydon had
 3 undertaken express contractual obligations to the TMO to
 4 do those things in the contracts we looked at --
 5 A. Yeah.
 6 Q. -- your understanding at the time was that you complied
 7 with those obligations by farming it all out to others?
 8 A. Correct.
 9 Q. I see.
 10 Do you accept also that Rydon retained a design
 11 responsibility to the TMO under its contract? I think
 12 you do.
 13 A. I do, yes.
 14 Q. How could you do your job to ensure that the designs
 15 complied with the client's requirements as promised if
 16 you didn't have the necessary design experience, either
 17 you personally or Rydon?
 18 A. Because we would employ people that -- we would look to
 19 employ people that did.
 20 Q. So, again, reliance on others?
 21 A. Yes.
 22 Q. I see.
 23 I'm sorry to harp on on this, but let me see if
 24 I can round this off.
 25 Given what you have just told us, would it follow

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1 that Rydon was never in any position itself to form
 2 a view about the technical accuracy or adequacy of the
 3 design drawings for the cladding façade that Studio E
 4 produced?
 5 A. Agreed.
 6 Q. And the same in respect of the design drawings of the
 7 cladding façade produced by Harley?
 8 A. Agreed.
 9 Q. And the same in respect of the cladding or design
 10 drawings of the façade produced by Studio E or Harley
 11 with Approved Document B and the Building Regulations?
 12 A. Agreed.
 13 Q. Same again in respect of the specification of the
 14 insulation or other cladding products for the façade?
 15 A. Yes, that would --
 16 Q. Again.
 17 A. Yeah.
 18 Q. And the compliance with the cladding façade as built
 19 with Approved Document B and the Building Regulations?
 20 A. Exactly the same.
 21 Q. Or indeed compliance with the industry guidance that
 22 I've shown you but you were not familiar with?
 23 A. Agreed.
 24 Q. Same again?
 25 A. Yeah.

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1 Q. Can I next turn, in the ten minutes or so we have before
 2 we break, which we may cover in that time, a new topic:
 3 design co-ordination.
 4 Can I ask you to look, please, first, at
 5 {RYD00017870}. This is a set of minutes of progress
 6 meeting number 2 held on 19 August 2014. This was about
 7 five or six months after you had come into the project.
 8 I think you didn't attend that meeting, to be fair to
 9 you, Mr Lawrence, but we can see on page 1 that you were
 10 provided with the minutes for information, at the bottom
 11 of the first box there.
 12 A. Yes, agreed.
 13 Q. You do?
 14 A. Sorry, yes.
 15 Q. If you look at page 2 {RYD00017870/2}, at item 3.1,
 16 please, it says under the rubric "Design Development",
 17 3.1:
 18 "CW [Claire Williams] to appoint a Client Design
 19 Adviser."
 20 And then there is a post-meeting note:
 21 "CW advised that the TMO will perform the role of
 22 the CDA in house. They will therefore need to sign off
 23 all design."
 24 First of all, when you got these minutes, do you
 25 remember reading them?

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1 A. I don't recall them.
 2 Q. You don't recall.
 3 A. I would have read them, but I don't recall them.
 4 Q. What did you understand, if anything, by the phrase
 5 "client design adviser"?
 6 A. I wouldn't say that's a normal construction term.
 7 I don't know if at this point in time there were ongoing
 8 discussions regarding the change from CDMC to principal
 9 designer, so I don't know if that's relating to this or
 10 not.
 11 Q. When you received these, do you remember asking anybody
 12 "Well, what's a client design adviser?"
 13 A. I don't recall these.
 14 Q. Do you remember whether there was any discussion that
 15 led to a decision by the TMO to assume the role of
 16 client design adviser?
 17 A. Only from what I -- unless it's linked to the discussion
 18 regarding CDMC and principal designer.
 19 Q. You can see in the post-meeting note there that it's the
 20 TMO who are going to sign off all design.
 21 Did you have any understanding at the time about
 22 what the implications of that would be?
 23 A. If I was -- well, as I'm reading it again now, I would
 24 expect them to have meant, and obviously we'll have
 25 to -- you'll have to ask them, but I would expect them

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1 to have meant the things like making sure that there was
 2 the right amount of rooms in a -- in one of the flats,
 3 and, you know, kitchens and items like that, as opposed
 4 to the overall design responsibility.
 5 Q. Did it mean anything to you at the time?
 6 A. I don't remember it, no.
 7 Q. I see.
 8 Do you remember having any concerns about whether
 9 the TMO were sufficiently equipped to perform that role?
 10 A. No, I don't -- I don't recall.
 11 Q. Can I ask you to look, please, at {SEA00011955}. This
 12 is an email from you to Studio E on 16 October 2014, and
 13 also to Neil Crawford, "Grenfell Design, Follow up", do
 14 you see that? You can see you say:
 15 "Just to give you a heads up I am planning to hold
 16 a Design meeting next week ..."
 17 Do you see that?
 18 A. Yes.
 19 Q. In the middle of the paragraph, you say:
 20 "Also Claire is expressing concerns about the
 21 current design, wanting more changes and saying that she
 22 hasn't got any information. This I wouldn't mind so
 23 much but everything she has questioned so far relates to
 24 the tender drawings which we were obviously issued by
 25 the KCTMO. So either she hasn't read her own drawings

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1 or she feels that they are wrong or other things have
2 change since tender within the TMO. Either way we need
3 to get it bottomed out and understand their thinking so
4 costly errors aren't made.

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

9 Do you see that?

10 A. Yes.

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

14 "Gents

15 "I thought I'd forward you a copy of this email
16 trail to show you what is likely to be said to
17 planners."

18 You say in the third line there:

19 "She must have had a change of mind in those 5mins
20 because this got dumped on me before she went on leave
21 for a week also. I'm not best pleased. Anyway I've
22 tried to put a response together that doesn't undo any
23 of your Architectural Planning work or tell complete
24 lies. Hopefully this achieves what the Client is
25 requesting without upsetting all other parties."

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1 Now, the context of that is discussion with planners
2 at that time, but my question is, looking at those two
3 emails I've just shown you: in the latter part of 2014,
4 did you have any concerns about Claire Williams' ability
5 to perform her role as project manager within the
6 client?

7 A. I don't think I had any concerns. I think just to
8 clarify, the first email, from my recollection, came
9 about when the client was looking to make changes to the
10 lower floors, and I ... and Claire had -- I remember
11 Claire had come into the site office and had made
12 a comment that the drawings that we had, which were --
13 hadn't changed, I believe, since the tender, she wanted
14 to make some changes on those drawings, which is
15 obviously entirely up for her to do that, but the
16 insinuation was, "You haven't given me these drawings to
17 review, which is why you don't know about the changes".
18 And my comment was, "Well, nothing's changed since
19 you've given them to us in the first place, which I'm
20 taking that as an intention of what you want us to
21 build, and now you wish to make changes".

22 So that's what the first email is about.

23 Q. Yes. I think the answer to my question --

24 A. Sorry, so, no, I didn't have concerns.

25 Q. Very well.

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1 Can I then go back to the minutes of a progress
2 meeting we looked at, I think, earlier: {RYD00017870}.
3 This is the progress update 19 August 2014. We looked
4 at this a moment ago. You can see you received these
5 minutes for information.

6 Just in general terms, when you receive minutes for
7 information, Mr Lawrence, what did you do with them?

8 A. Well, I would generally read them and see what actions
9 we are required to do.

10 Q. Yes.

11 Is this right: it was essential, for you to perform
12 your role, that if a matter was discussed at a meeting
13 and you were aware of it, you would do something about
14 it, if it was for you to do.

15 A. Yes, I would try to, yes.

16 Q. Did you read all the minutes that were sent to you?

17 A. I would imagine so.

18 Q. Did you make notes of what needed to be done on looking
19 at those minutes?

20 A. I would have probably used the minutes as notes.

21 Q. I see.

22 Did you keep any records or aide memoires or
23 a diary?

24 A. Handwritten records?

25 Q. Yes.

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1 A. I would have done at the time -- yes, I would have done
2 at the time, but obviously we haven't got them now,
3 unfortunately.

4 Q. Do you know where they are or where they're kept?

5 A. No, they would have been long since -- I mean, we're
6 talking six-odd years ago. So, no, they're long since
7 gone.

8 Q. We can see here on this as an example that Mr Blake,
9 Steve Blake, is not recorded as having attended the
10 meeting or even having been included in the circulation
11 of the minutes. Was that common?

12 A. Yes.

13 Q. Did you brief Mr Blake in relation to anything that was
14 relevant to your job which came off the minutes with
15 which you were provided?

16 A. We had a weekly team meeting, so anything that was
17 relevant or needed clarification or I needed assistance
18 with or guidance with, then yes, we would have done
19 that.

20 MR MILLETT: I see.

21 Mr Chairman, I'm about to turn to a new topic, which
22 is quite a long topic, and I'm looking at the hour.

23 SIR MARTIN MOORE-BICK: This is probably the time to stop,
24 then, isn't it?

25 MR MILLETT: Yes, and we are doing well.

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1 SIR MARTIN MOORE-BICK: Thank you.
 2 Mr Lawrence, we are going to have a break now, so we
 3 can all get some lunch. We will resume at 2 o'clock,
 4 please.
 5 Please remember not to talk to anyone about your
 6 evidence or the refurbishment project at all.
 7 THE WITNESS: Yes.
 8 SIR MARTIN MOORE-BICK: If you go with the usher, she will
 9 look after you.
 10 THE WITNESS: Thank you.
 11 SIR MARTIN MOORE-BICK: Thank you.
 12 (Pause)
 13 Right, 2 o'clock, please.
 14 MR MILLETT: 2 o'clock.
 15 SIR MARTIN MOORE-BICK: Thank you.
 16 (1.00 pm)
 17 (The short adjournment)
 18 (2.00 pm)
 19 (Proceedings delayed)
 20 (2.10 pm)
 21 SIR MARTIN MOORE-BICK: I gather you had a little local
 22 difficulty, Mr Millett.
 23 MR MILLETT: Mr Chairman, I'm still having a little bit of
 24 local difficulty, but I'm glad to say it is only local,
 25 personal to me, and that's why I thought it would be

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1 better to get on.
 2 SIR MARTIN MOORE-BICK: Is it going to be all right for you
 3 to carry on?
 4 MR MILLETT: Yes, it will. We will work it out as we go,
 5 I just don't want to hold things up any further.
 6 SIR MARTIN MOORE-BICK: Thank you very much. Would you ask
 7 Mr Lawrence to come back, please.
 8 (Pause)
 9 Mr Lawrence, are you ready to carry on?
 10 THE WITNESS: Yes.
 11 SIR MARTIN MOORE-BICK: I'm sorry that we kept you waiting
 12 a bit. There is a little bit of technical difficulty in
 13 the room. We are ready to go now.
 14 MR MILLETT: I am, Mr Chairman, yes.
 15 I apologise, Mr Lawrence. It was, just so everybody
 16 knows, a problem with my own personal electronic works
 17 here.
 18 Just a couple of questions, if I may, to go back
 19 over some things we talked about before we rose for
 20 lunch.
 21 You mentioned a construction website, to which you
 22 referred, and it's at page 103 of the transcript from
 23 this morning. What is the name of that construction
 24 website?
 25 A. I think it's IHS.

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1 Q. Is that Inside Housing, or is that something else?
 2 A. No, I wouldn't have thought so.
 3 Q. Did you ever access that yourself, that website?
 4 A. I probably did from time to time, yeah.
 5 Q. Do you know how frequently you did, roughly, during the
 6 Grenfell Tower refurbishment?
 7 A. No. Very infrequently, I would suggest.
 8 Q. What would you use it for?
 9 A. Any technical documents that we needed to check, every
 10 now and again. Probably to look at building regs, but
 11 not as a reference. But, yeah, very infrequently, but
 12 it was a service that was available.
 13 Q. Thank you.
 14 Can I ask you to be shown this morning's transcript
 15 {Day22/77:1-2}, and you will see on that page that we
 16 were discussing the linear route and in answer to one of
 17 my questions you said:
 18 "We had only ever -- I had only ever experienced
 19 what is now being termed as the linear route."
 20 Can I just ask you: was the expression "linear
 21 route" an expression that you were familiar with at the
 22 time of your involvement on the Grenfell Tower project?
 23 A. No, it's something that has come subsequent.
 24 Q. I follow.
 25 Can I ask you, in relation to your knowledge of

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1 Approved Document B, please, to be shown a document
 2 {RYD00049708}. I'm asking you this because I want to
 3 just explore a little bit more about what you knew of
 4 Approved Document B at the time of the project.
 5 This is an email dated 19 August 2015 from you to
 6 Mr Hoban and Mr Hanson at RBKC Building Control, and the
 7 subject is "Grenfell Tower - firestopping between floor
 8 slabs":
 9 "Hi John,
 10 "Thanks for attending site today to have a look
 11 around our works. Further to our discussion regarding
 12 the firestopping through the communal floor slabs,
 13 I would appreciate your interpretation as to the level
 14 of permissible penetration allowed as shown in Doc B
 15 vol2 - Section 10 table 14. I've attached a plan
 16 drawing of the lift lobby areas to the existing
 17 residential levels which we viewed. The slab
 18 penetrations are located within the new riser cupboard
 19 which we have constructed opposite the lifts. Following
 20 table 14, do you deem this area to be 1) structure or 3)
 21 Any other situation? This will help us understand the
 22 maximum permissible penetration size and material ..."
 23 I am showing you that really to ask you a general
 24 question: would you accept that here at this time you
 25 are engaging directly with Building Control and asking

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1 them questions which appear to be quite informed
 2 questions about Building Control and seeking their
 3 interpretation of firestopping in this context?
 4 A. Yes, because we had been talking to -- it might be
 5 following the site visit from John Hoban, about the
 6 new -- yeah, new communal riser cupboards, and there was
 7 firestopping needed to be done where we had brought some
 8 new pipework up.
 9 Q. Yes.
 10 A. So, yes, so in that instance, I say we've looked at it;
 11 whether it was myself that found that table and went to
 12 document B and searched through it to find it or whether
 13 we were guided there by somebody else, whether it be
 14 design team or within my team, I can't be sure, but that
 15 would be an example of where we would -- you know, we
 16 know the documents are there. I wouldn't know what was
 17 contained in them, but if someone said to me, "There's
 18 firestopping in document B", then -- and it would be
 19 easily interpreted, then that's, you know, the sort of
 20 scenario where we would do that.
 21 Q. I see.
 22 A. Sorry, just to add to that, I wouldn't take upon myself
 23 to understand that table, hence the conversation with
 24 John Hoban.
 25 Q. On the face of it, this email suggests that you had some

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1 detailed knowledge of Approved Document B.
 2 A. Yes, it would.
 3 Q. You accept that. But would it also be the case that in
 4 some cases you were taking direct responsibility for
 5 assessing whether parts of the project complied with
 6 Approved Document B?
 7 A. I don't think I was assessing, no. I wasn't able to
 8 interpret the document in enough detail.
 9 Q. I see.
 10 Can I then go to a topic I was going to start this
 11 afternoon, which is reliance on Studio E.
 12 Now, in your statement you say that Rydon didn't
 13 have in-house design expertise, and it's something that
 14 you confirmed to us this morning in your evidence.
 15 Can I ask you to look at the Rydon company
 16 statement, which is {RYD00094236/153} and ask you to
 17 look, please, at paragraph 390 on that page.
 18 It says there:
 19 "As set out above, RML would rely on Harley and,
 20 following the novation of its appointment to RML,
 21 Studio E to advise on the appropriate design for the
 22 façade including for cavity barriers.
 23 Was that your understanding?
 24 A. Yes.
 25 Q. Did you understand what was actually involved in

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1 ensuring compliance with the Building Regulations when
 2 assessing the appropriate design for the façade, words
 3 used there?
 4 A. Sorry, what was the question?
 5 Q. Did you understand what was actually involved in the
 6 process of ensuring compliance with the
 7 Building Regulations when assessing the appropriate
 8 design for the façade?
 9 A. I would understand that to be that it goes through the
 10 relevant parties that we've contracted to or employed,
 11 so ie Harleys produced their drawings, it goes to
 12 Studio E, Studio E will comment and then it will go to
 13 a final sign-off with Building Control.
 14 Q. I see.
 15 Did you ever yourself consider what kind of
 16 expertise was required in order that Studio E would be
 17 able competently to advise on the appropriate design for
 18 the façade?
 19 A. Well, Harleys would do the fabrication and technical
 20 part of that. When their drawings and information went
 21 to Studio E, I would expect them to be able to highlight
 22 any obvious failures or obvious issues within that, and
 23 anywhere that they weren't sure about, to check with
 24 Building Control.
 25 Q. Let me see if I can get at this another way.

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1 The company statement says that RML were relying on
 2 Studio E to advise on the appropriate design for the
 3 façade. What precise expertise did Rydon expect
 4 Studio E to have in order to enable them to give
 5 competent advice on that subject?
 6 A. That they were a competent architectural practice.
 7 Q. Is that it?
 8 A. Yes.
 9 Q. What due diligence did you do into Studio E's expertise
 10 in respect of the appropriate design for the façade for
 11 this building?
 12 A. That I did personally?
 13 Q. Let's start with you personally.
 14 A. I think I would have taken it on the assumption that
 15 they had been involved for the last two years working
 16 for the client, working the design up. Like I said
 17 earlier, we knew that they were contracted to a much
 18 larger contractor on a much larger project next door
 19 that also had façade and cladding works, albeit not
 20 high-rise.
 21 Q. Next door being KALC?
 22 A. Yes.
 23 Q. KALC wasn't a high-rise building, was it?
 24 A. No, that's right, that's what I just said, no.
 25 Q. And it wasn't a residential high-rise building, was it?

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1 A. It wasn't, no, but it had cladding on it and a façade on
2 it .
3 Q. Do we take it from the answer you've just given us, that
4 you would have taken it on the assumption that they had
5 been involved, that you didn't actually investigate
6 Studio E's expertise to be able to advise on the
7 appropriate design for the façade, but merely assumed by
8 virtue of the novation and their prior involvement that
9 they did have the expertise?
10 A. Yes.
11 Q. Did you take any steps to verify the quality of
12 Studio E's pre-novation work?
13 A. By the fact that our trusted specialist supply chain had
14 seen and were -- and would comment on, or I would expect
15 to comment on, if there was any obvious issues, and the
16 fact that they were taking that design forwards.
17 Q. Who was your trusted specialist supply chain in the
18 context of that last answer?
19 A. Harley Curtain Walling.
20 Q. From the point at which you became involved in the
21 project, indeed Rydon became involved in the project,
22 what examination or investigation had Harley done into
23 Studio E's pre-novation work on the design of the
24 façade?
25 A. Well, they would have had all the details, they would

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1 have had all the tender documents, they would have had
2 all the tender drawings. So did we specifically ask
3 them that question? Probably not. Probably not as
4 directly as that, no.
5 Q. Were you aware that Studio E had never previously been
6 involved in projects involving a high-rise residential
7 and overcladding project?
8 A. Not -- no, I wouldn't have been aware of that, no.
9 Q. You say you wouldn't have been aware of it; why wouldn't
10 you have been aware of it?
11 A. Because ... because we didn't ask the question as
12 directly as you've just put it.
13 Q. Was it not important to you, taking over the project and
14 becoming the design and builder, and having taken over
15 the architectural expertise, as it were, from Studio E,
16 to satisfy yourselves that what Studio E had done so far
17 was not only competent, but something which they had the
18 relevant experience to do?
19 A. Well, it wasn't a fully developed design, and I --
20 sorry, apologies for repeating myself, but we had
21 a specialist subcontractor that would be looking at that
22 design and would be finalising that design.
23 Q. Did you ever ask Harley at the start of the project to
24 investigate what Studio E had done, check its quality,
25 and report to you on whether or not that quality of the

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1 work up to date was satisfactory?
2 A. Not in a question like that, no. No.
3 Q. Why is that?
4 A. It would probably be assumed.
5 Q. I see.
6 Did you take any steps to satisfy yourself that
7 Studio E had the right people, fully qualified with
8 experience in overcladding a high-rise residential
9 building?
10 A. No.
11 Q. Why is that?
12 A. Because for the same reason as I have stated previously,
13 they have been working on the project for the last
14 several years; they have been appointed by the client,
15 so you would expect a due diligence there; they were
16 also working with, again, a much larger contractor on
17 a much larger project next door.
18 I think to ask for a specialism in residential
19 high-rise overcladding, I don't know, but I would
20 imagine there were very few and far between architects
21 that specialise in that.
22 Q. Would it follow from that, Mr Lawrence, and everything
23 you have been saying before that, that you personally or
24 Rydon generally never took any steps to investigate and
25 satisfy yourselves that Studio E were fully conversant

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1 with the statutory requirements and related industry
2 guidance about cladding?
3 A. We wouldn't have asked that question. No, we wouldn't
4 have asked that question. But you would expect
5 an architect to have an understanding of the products
6 that they are specifying and designing.
7 Q. Was there ever a time when you came to understand
8 exactly what experience in overcladding high-rise
9 residential buildings Studio E did or didn't have?
10 A. Not that I recall, no.
11 Q. No.
12 Can I just ask you one or two questions about
13 ISO 9001.
14 Have you heard of ISO 9001?
15 A. Yes.
16 Q. Did Rydon take any steps to ensure that Studio E, as
17 opposed to Studio E LLP, so I'm talking about the
18 limited company --
19 A. Yeah.
20 Q. -- was ISO 9001 registered?
21 A. I don't know.
22 Q. Do you know whether Rydon took any steps to ensure that
23 the protocols of ISO 9001 were applied to Studio E?
24 A. I don't know.
25 Q. Did Rydon --

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1 A. Sorry, can I just say on that, I think, and I think
 2 I recall, that Rydon held that ISO, and if they
 3 appointed a contractor that wasn't ISO accredited, that
 4 they would work in the guidelines of Rydon's, I believe.
 5 Q. Did Rydon have a quality assurance and inspection regime
 6 for dealing with subcontractors or novated contractors
 7 or consultants?
 8 A. Not that I recall, a specific regime for that, no.
 9 Q. Was there a system at all in place within Rydon for
 10 ensuring that subcontractors or consultants had their
 11 own systems in place for quality control?
 12 A. I don't recall the precise one. There may have been
 13 a process, a sort of qualification questionnaire, but
 14 I don't really recall, to be fair.
 15 Q. If Studio E were not ISO 9001 registered at the time of
 16 their post-novation appointment by Rydon, would you have
 17 expected them to tell you?
 18 A. Yes, I was -- I would, I suppose, but there was -- yeah,
 19 I think there was quite a lot going on at the time.
 20 I don't think we were ... by that I mean when they
 21 changed from Limited to LLP or vice versa, I can't
 22 remember which way it is, we were already starting
 23 working with them. I think it came about when schedule
 24 of services and contracts were being discussed. I think
 25 that's how it sort of came about.

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1 Q. If Studio E were not ISO 9001 registered at the time of
 2 their post-novation appointment by Rydon, would Rydon
 3 have appointed Studio E at all?
 4 A. You would have to look at Rydon's process. I can't
 5 remember Rydon's process.
 6 Q. Did you have any concerns at the time of the novation
 7 about Studio E's solvency?
 8 A. No, I don't think we did.
 9 Q. Did you look into that?
 10 A. We had -- the understanding was that the senior
 11 directors, the partners, associates, were sort of
 12 parting company, something to do with the building for
 13 schools works that they were prominent in, and Bruce and
 14 several others, I think, sort of split off from the
 15 other main directors. So, as far as I was aware, we
 16 were employing the same characters, the same people,
 17 that had started the project.
 18 Q. Did you have any concerns about Studio E's solvency?
 19 A. I don't believe we did, no.
 20 Q. Did you have any concerns about their change of entity
 21 during the project mid-stream?
 22 A. I don't believe so. I think anything contractual and
 23 legal went to our legal department, so ...
 24 Q. Right.
 25 You have told us what investigations you did or

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1 didn't do into Studio E's expertise yourself.
 2 Did you undertake any investigations into the TMO's
 3 own due diligence process to understand on what basis
 4 the TMO had originally retained Studio E?
 5 A. No.
 6 Q. I'm going to turn next to Rydon's appointment of
 7 Studio E and its schedule of services.
 8 Is it right that the original intention had been to
 9 novate the LLP but, because of Studio E's insolvency,
 10 you appointed the limited company --
 11 A. Correct, yes.
 12 Q. -- instead.
 13 A. (Witness nods).
 14 Q. Right. Was that under bespoke terms?
 15 A. Not that I'm aware of, no.
 16 Q. Let's look at --
 17 A. Sorry, I think there might have been one clarification
 18 on the -- or discussion about one of the clauses or
 19 terms in the schedule, but --
 20 Q. Let's see --
 21 A. -- that wouldn't have been dealt with by myself
 22 generally.
 23 Q. Okay.
 24 Let's look at {ART00002255}. This is the record of
 25 the contract induction meeting of 1 April 2014. This is

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1 a document to which we're going to return a number of
 2 times during your evidence, Mr Lawrence. It took place
 3 at the hub, the Network Hub, and it took place between
 4 noon and 2.15 on that day, 1 April. You were present,
 5 as well as some individuals from the TMO, and Mr Blake,
 6 Stephen Blake, was provided with these minutes for
 7 information.
 8 Can you please turn to page 4 {ART00002255/4} and
 9 let's look together at paragraph 5.1 under "Novation of
 10 Designers". Under 5.1 it says:
 11 "It was confirmed that Studio E and Curtins have
 12 been novated to RYD [Rydon]. Bruce Sounes and
 13 Stefano Strazzullo are the main contacts respectively."
 14 Then it says under 5.2:
 15 "SL advised that he will meet with [Bruce Sounes] to
 16 confirm the schedule of services that Studio E will
 17 provide."
 18 Did you meet Mr Sounes?
 19 A. Yes, I had an introductory meeting with Bruce.
 20 Q. Did you confirm the schedule of services?
 21 A. It would have been something we would have discussed,
 22 but we wouldn't have gone through line by line. It's
 23 something that -- we would produce our standard schedule
 24 of services. I would expect Bruce probably took it
 25 away, checked that they were acceptable or not, and

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1 returned to us.
 2 Q. Let's go to {RYD00064706}, please. I would like to look
 3 at the email at the bottom of the chain. This is
 4 an email chain of 17 April 2014, and at the bottom
 5 there, this is the email that you sent to SEA Limited,
 6 and with it a draft schedule of services. Do you see
 7 that?
 8 A. Yes.
 9 Q. "Bruce
 10 "Please see attached a draft of the 'schedule of
 11 services' document that we are proposing to send to you.
 12 "We can discuss further next week."
 13 You see that?
 14 Then on 30 April 2014, at the top of this page, he
 15 comes back to you:
 16 "Hi Simon,
 17 "I could have returned this almost immediately,
 18 apologies. I've highlighted my comments. It needs to
 19 go to our insurer and they will need to see the warranty
 20 as well."
 21 If we can go to the attachment to that, please,
 22 which is at {RYD00014215/3}, I just want to ask you
 23 about that.
 24 The attachment you will see there, "Schedule of
 25 architectural services". Are you familiar with this

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1 document?
 2 A. Yes.
 3 Q. You can see that Mr Sounes has made comments in the
 4 comments box on the right-hand side. If you look at
 5 item 7, it says:
 6 "Obtain Building Regulation approval for and on
 7 behalf of The Contractor."
 8 Do you see that?
 9 A. Yes.
 10 Q. Mr Sounes proposed that it should instead say:
 11 "Responsibility for co-ordinating Building Control
 12 submissions."
 13 Do you see that?
 14 A. Yes.
 15 Q. There were other changes as well proposed by Mr Sounes,
 16 but they relate to issues we're not concerned with, such
 17 as things like acoustics.
 18 My question is: why wasn't an agreement signed at
 19 this stage, 30 April 2014?
 20 A. Because Bruce has come back with comments, he's checking
 21 with his insurers. This document coming back to myself
 22 would go to our in-house legal contracts officers for
 23 them to take forward and agree any changes or not.
 24 Q. Yes.
 25 What happened next? You got this document, his

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1 revisions --
 2 A. That would have gone to our in-house legal -- our
 3 in-house solicitors. Rydon had in-house solicitors at
 4 the time that would deal with the -- or contracts
 5 officers, you could tell them -- that would deal with
 6 the contracts such as this and any amendments that
 7 needed to be ... or any change that needed to be
 8 amended.
 9 Q. After that, what happened, do you know?
 10 A. It generally would go to -- it generally would stay in
 11 that department and then they would pick up the comments
 12 backwards and forwards between Studio E, rather than it
 13 come back to me for me to pass to Studio E, to come back
 14 again. So they would then talk directly to whoever we
 15 were contracting with.
 16 Q. Do you know when it was that Rydon finally entered into
 17 a binding contract in writing with Studio E?
 18 A. Only from the hearing documents.
 19 Q. We will look at the document in a moment, but it was
 20 3 February 2016. My question is: can you explain why,
 21 notwithstanding the fact that Mr Sounes had come back to
 22 you on 30 April 2014 with his comments on the draft
 23 schedule of architectural services, the process of
 24 finalising and agreeing that in formal terms was not
 25 finalised until more than a year later?

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1 A. I can't tell you why.
 2 Q. Almost two years later?
 3 A. It's gone to the contracts officers.
 4 Q. Was it not your job as contract manager for this project
 5 to pursue the terms of Rydon's agreement with Studio E
 6 down to a conclusion?
 7 A. We would be, but I would be -- I still would be reliant
 8 on my legal team to be agreeing these terms.
 9 Q. Yes.
 10 A. And providing it wasn't affecting progress, payment, or,
 11 you know, architects saying, "We're not going to
 12 continue working", then sometimes it takes a long time.
 13 Q. Given that you were the person who was negotiating
 14 personally with Mr Sounes on the terms of this
 15 agreement, why did you --
 16 A. Sorry, I wasn't negotiating personally, I was doing it
 17 on behalf of Rydon, and I would then pass the document
 18 on to my legal team, in-house legal team.
 19 I couldn't change any of these clauses in the
 20 schedule of services. It's a standard Rydon document.
 21 It was down for them to accept or not accept or change
 22 or negotiate the terms.
 23 Q. Given that you were the person at Rydon taking personal
 24 responsibility for negotiating the terms with Studio E,
 25 why didn't you see that to a conclusion?

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1 A. I don't know.

2 Q. Thank you.

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

7 A. Yes.

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

11 A. Yes.

12 Q. I would like you to look, then, at Studio E's finalised
13 deed of appointment of 3 February 2016, {RYD00094228}.

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

18 A. Correct.

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

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

23 Q. I see.

24 This is not probably a question for you, but
25 Mr Sounes in his evidence before the Inquiry had said

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1 that, in relation to the contractual negotiation of this
2 document, it had been agreed by Studio E under duress.
3 Can you comment on that, or --

4 A. No.

5 Q. -- was this after your time?

6 A. It's after my time.

7 Q. Thank you.

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

12 Can you go, please, to page 3 {RYD00094228/3}, and
13 clause 2.2. It says under 2.2, "Services":

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

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

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1 A. Yes, it does reflect that.

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

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

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

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

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

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

24 Now, for the definition of "services", we go to
25 pages 8 to 9 {RYD00094228/9}. Can we just look at those

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1 before I ask the question about this. Annex A, schedule
2 of services, and I think you need to look at page 9,
3 which actually sets out the services themselves. There
4 is a long list running into the 30s. Do you see that?

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

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

10 Q. Okay. Let's then look at page 4 {RYD00094227/4},
11 clause 5 of the document itself. We will come back, as
12 you say, to this because there was a draft of this at
13 the time. We will come back to it.

14 Looking at clause 5, "Deleterious materials", it
15 says that:

16 "The Consultant warrants to the Contractor that in
17 carrying out the Services it has not and that it will
18 not specify for use or knowingly permit to be used in
19 relation to the design of the Development any materials
20 or substances which the Consultant knows or exercising
21 reasonable skill and care ought to know at the time of
22 specification (save where the Consultant has an ongoing
23 involvement in the Development including without
24 limitation supervision or inspection of the Development
25 in which case at the time of use) are not in accordance

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1 with British or European Standards and Codes of Practice
 2 (or their equivalent) or which are generally know[n]
 3 within the Consultant's profession to be deleterious to
 4 health or safety or to the durability or integrity of
 5 the development."

6 Now, was that an obligation that you understood had
 7 been assumed by Studio E at the time of your
 8 involvement?

9 A. Yes, I would -- I think that's standard within the
 10 industry, so yes.

11 Q. Can I ask you to look at page 5 {RYD00094228/5},
 12 clause 8.1, CDM Regulations:

13 "The Consultant is aware of the [CDM] Regulations
 14 2015 [those are the ones that came in in October 2015,
 15 so by the time of this deed] ... and acknowledges that
 16 in relation to the Services it is a 'designer' as
 17 defined in the CDM Regulations and will use reasonable
 18 skill care and diligence to comply with its obligations
 19 and duties as a designer as defined and specified within
 20 the CDM Regulations."

21 My question there is: do you agree that those
 22 obligations, making all allowances for the change from
 23 2007 to 2015 regulations, included in general terms the
 24 continuing provision of design information to Rydon as
 25 principal contractor?

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1 A. Yes.

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

4 A. Yes.

5 Q. Yes.

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

8 If we look back at the schedule of services while
 9 we've still got the document open, page 8, please, and
 10 go straight to page 10 {RYD00094228/10} -- it starts on
 11 page 8, but if we go to page 10 -- and look at

12 paragraph 27, here is one of, as we can see, the long
 13 list of architectural services to be provided by
 14 Studio E. Under paragraph 27, Studio E were obliged to:

15 "Examine Subcontractors' and Suppliers' drawings and
 16 details, with particular reference to tolerances and
 17 dimensional co-ordination, finish, durability,
 18 appearance and performance criteria and report to
 19 The Contractor."

20 On the basis that a document similar to this -- let
 21 me ask it a different way: what did you understand
 22 Studio E's obligation to "examine Subcontractors' and
 23 Suppliers' drawings and details" to entail in practice?

24 A. Well, they were the lead designer, so I would expect
 25 them to be taking subcontractors' and suppliers'

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1 drawings and making sure they are co-ordinated with
 2 their own design and their own design intent, and
 3 basically that everything fitted together.

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

7 A. That they were lead designer, yes.

8 Q. Yes, and that they had those obligations?

9 A. Yes.

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

16 A. Yes.

17 Q. Was that your expectation?

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

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

21 A. Well, it should have been Studio E.

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

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

25 Q. Do you accept that, in turn, Rydon was responsible to

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1 its client, the TMO, to make sure that Studio E
 2 undertook proper and professional drawing reviews as
 3 they promised under that paragraph?

4 A. Yes.

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

9 A. Yes.

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

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

16 Q. You wouldn't expect them to liaise without you being
 17 informed of the fact --

18 A. Generally we would make sure that we were copied in, so
 19 if there was anything obviously ... anything obviously
 20 wrong or, you know, one contractor was going in
 21 a different direction to another, or Studio E were
 22 instructing something that we didn't feel was correct,
 23 then, yes, we would say so. But otherwise I would
 24 expect Harleys to be talking to Studio E directly.
 25 I think they need to, because their designs are

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1 connected.
 2 Q. Can I ask you to look at {ART00008645}. On page 1 here
 3 at the top is an email from Mr Booth, Phillip Booth of
 4 Artelia, on 11 June 2014. They sometimes use American
 5 dating there. The email chain is mainly discussing
 6 payment of Studio E's invoices. Please just focus on
 7 the last line:
 8 "I will speak to Clare about the CDA role as we
 9 should implement a formal design approval process [led]
 10 by yourselves."
 11 My question is: did you understand at that time that
 12 the formal design approval process would be led by
 13 Rydon?
 14 A. I think what he's saying there is that -- by Rydon or
 15 one of their designers. So the same principle, if
 16 Studio E had drawings that need to be checked or
 17 approved by the client, then I wouldn't expect them to
 18 be sending them to me, solely me, and not including the
 19 client.
 20 Q. Well, you have introduced a qualification, "by Rydon or
 21 one of their designers". That's not something that
 22 Mr Booth was proposing, was it?
 23 A. When he is saying "led by yourselves", is he not talking
 24 about Rydon as a whole?
 25 Q. You tell me, Mr Lawrence.

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1 A. I --
 2 Q. It says:
 3 "I will speak to Clare about the CDA role as we
 4 should implement a formal design approval process [led]
 5 by yourselves."
 6 My question is: at the time you got that email from
 7 Mr Booth, did you understand that he was proposing that
 8 a formal design process would be led by Rydon?
 9 A. Yes, but when he meant Rydon, I would assume -- I would
 10 read by that that Studio E and the supply chain, but
 11 Studio E particularly as lead designer, would be
 12 integral in that process. It wouldn't just be Rydon and
 13 the TMO; Studio E are integral in that process, they
 14 need to be part of that process.
 15 Sorry, I don't understand quite where you're -- what
 16 you're --
 17 Q. I'm just trying to ask you to explain what you
 18 understood by this email, and particularly the words
 19 "led by yourselves", and I think you are telling us that
 20 "yourselves" doesn't only mean Rydon, but it means Rydon
 21 and all its subcontractors.
 22 A. Yes.
 23 Q. I see.
 24 A. Well, led by Rydon, but Rydon, in terms of design, would
 25 look to Studio E to fulfil that for us.

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1 Q. So you are telling us, are you, that if the decision
 2 were taken to implement a formal design approval process
 3 led by Rydon, in fact it would be led by Studio E?
 4 A. Yes, because they were the lead designer and they were
 5 best placed to handle and move the drawings to the
 6 client for an approval process.
 7 Q. It's not what Mr Booth is suggesting, though, is he? He
 8 is suggesting that the design approval process is led by
 9 Rydon, as in you.
 10 A. I don't think you can determine that from -- I don't
 11 read that the same way as you, unfortunately. I read
 12 that as Rydon and its contracted parties, and if I --
 13 I would read that as that we would speak to Studio E and
 14 Studio E would be part of that process.
 15 Q. Now, I want to move to something that Mr Crawford has
 16 said to the Inquiry about this topic.
 17 Can I ask you to look at his witness statement,
 18 {SEA00014275/16}. I would like us to look together
 19 carefully, please, at what he says at paragraph 37.
 20 I'll show you the whole paragraph:
 21 "In terms of how Studio E worked with Rydon
 22 Post-Contract, we were its appointed architect. I had
 23 expected that this would involve providing the usual
 24 services set out in the RIBA Plan of Work (ie work
 25 stages J, K and L, as they were known at the time),

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1 specifically with the role of lead designer and
 2 architectural designer. However, Simon Lawrence (Rydon)
 3 said to me in an informal conversation around the start
 4 of my involvement in the Project that Rydon tended not
 5 to use its architects as much as it might do. As such,
 6 he envisaged Studio E's role being more responsive, with
 7 Rydon maintaining a greater degree of control over the
 8 design process, than I would normally expect from a
 9 design and build contractor. In that regard, I had less
 10 to do for Rydon than I expected."
 11 Now, in his oral evidence to the Inquiry,
 12 Mr Crawford told us that your conversation with him that
 13 he's recording here in his witness statement took place
 14 on site around August or September 2014. Do you recall
 15 such a conversation?
 16 A. No.
 17 Q. Mr Sounes told the Inquiry that he recalled you telling
 18 him words to the effect on more than one occasion, long
 19 before the work started on site -- this is what the
 20 effect was -- and, as a result, Studio E saw their
 21 involvement from that point as being limited to
 22 responding to specific queries.
 23 Do you recall a conversation with Mr Sounes?
 24 A. The only conversation I recall with Bruce that may be
 25 loosely interpreted was in my initial meeting with

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1 Bruce, my introduction meeting with Bruce -- so I went
 2 to Studio E's place of work, sat down and had a meeting
 3 just me and Bruce as an introduction, you know, "Hello,
 4 we're Rydon", et cetera, et cetera, and Bruce having
 5 some concern -- or us discussing a concern about whether
 6 we wanted a full snagging inspection role, and then we
 7 very loosely discussed works in and around occupied
 8 residents' properties, as in I wouldn't expect him -- in
 9 occupied refurbishment projects, there are so many
 10 different scenarios in people's homes that I wouldn't
 11 expect an architect, as part of the occupied
 12 refurbishment section of the building, to be coming into
 13 every single property, checking every single property,
 14 snagging it for us, picking up any slight nuances in
 15 whether a boxing went to the left, to the right,
 16 et cetera.

17 So that's the only thing I can think that they're
 18 referring to, but I do not recall any conversations with
 19 Neil on site.

20 Q. I don't think that's in your witness statement.

21 A. It may not -- no, probably not.

22 Q. How come you're remembering that now? Is that just
 23 because --

24 A. Because this has come up and I have had to try and
 25 recollect what this might be referring to.

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1 Q. I see.

2 A. Because it's not obvious.

3 Q. I see.

4 Is it correct that Rydon tended not to use its
 5 architects as much as it might do?

6 A. No, I wouldn't have said so. I wouldn't have said it
 7 was any different to -- no.

8 Q. Specifically, Mr Sounes recalled that it was his
 9 impression as a result of what you told him that
 10 Studio E could expect -- and I'm quoting from his
 11 transcript, {Day7/116:7}, just for our purposes and
 12 perhaps yours if you want to be sure about it, but he
 13 could expect "less queries, less requests for drawings
 14 or details" than he would otherwise expect."

15 If he had that impression, as he says he did, can
 16 you explain how come?

17 A. No, I don't -- no, I can't.

18 Q. Was it your impression that he had that impression or
 19 understanding?

20 A. No. I think the consultant deed, he's setting out what
 21 we're expecting him to do. If he thought he was doing
 22 something less than (a) he was being paid for and (b)
 23 what the deed was setting out, I think it would be very
 24 unusual that he wouldn't query that. But -- so
 25 I can't -- I don't know, it must be a misinterpretation

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1 or something, I don't know.

2 Q. We have seen what Mr Crawford has said about the
 3 conversation, and it's still on the screen, paragraph 37
 4 of his statement.

5 A. Yes.

6 Q. Mr Lawrence, did you ever tell Mr Crawford or anybody
 7 else at Studio E that you, either personally or Rydon as
 8 a company, had no design capability itself and was going
 9 to rely on its appointed subcontractors and
 10 subconsultants?

11 A. I'm not sure we would have -- no, I'm not sure we would
 12 have been as direct as -- no, I'm not sure we would have
 13 been as direct as that, no.

14 Q. Did an occasion ever come up in informal conversations
 15 with Mr Sounes or Mr Crawford when you could have said
 16 to them, or did say to them, that you had no design
 17 capability yourself and were relying entirely on them?

18 A. I'm sure occasions may have come up, but we didn't --
 19 I don't recall having that conversation.

20 Q. If Mr Crawford is correct in his recollection, and
 21 you're incorrect in your recollection, would that
 22 suggest that Rydon did indeed have an in-house design
 23 capability?

24 A. Well, I don't know, because we didn't have.

25 Q. Mr Crawford also told us -- and this is

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1 {Day9/102:121} -- that he was hounding you a bit at the
 2 time. Do you remember that?

3 A. Sorry, Mr Crawford was hounding me?

4 Q. Mr Crawford, yes. He said that he was hounding you
 5 a bit at the time of the conversation, which he put at
 6 about August or September 2014.

7 A. I don't recall the conversation at all.

8 Q. Right.

9 Is it possible that you made the comment to
 10 Mr Crawford that he says you did in order to get him off
 11 your back?

12 A. I think it would be very unlikely that ... that
 13 Mr Crawford, knowing him and his personality, is not ...
 14 I can't imagine that I would just be getting him off my
 15 back with him hounding me, because I don't see that's
 16 how the relationship was.

17 So, no, I don't think that's possible and I don't
 18 recall the conversation.

19 Q. In the next paragraph of Mr Crawford's statement,
 20 paragraph 38, same page, in the middle of that paragraph
 21 he says:

22 "Although I found Simon Lawrence quite hands on
 23 drawing control was more informal than I was accustomed
 24 to, perhaps as I had previously been involved in larger
 25 projects with drawing control protocols."

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1 Would you agree that you were quite hands-on?
 2 A. That's probably fair .
 3 Q. Was the drawing control system managed by Rydon on the
 4 Grenfell project informal?
 5 A. It was more informal than my experience now. A lot of
 6 others now will use online systems and drawing control
 7 specific systems, where Rydon were very much of sort of
 8 old school, should I say. So it wouldn't be as formal
 9 as what my experience would be now.
 10 Q. Would it be as formal as what your experience was from
 11 other projects at the time, from 2014 to 2016?
 12 A. Yes, it had been in line with previous projects .
 13 Q. I see.
 14 When drawings were issued by subcontractors such as
 15 Harley, can you explain the process which then occurred
 16 which enabled Studio E to assess and ultimately to
 17 approve those drawings?
 18 A. So someone like Harley would send their drawings
 19 directly to Studio E. Like I say, we would be copied in
 20 to those drawings as well. Studio E would then take
 21 them, would then comment on them, give them a status for
 22 Harleys to amend if required or not if they were
 23 acceptable for construction.
 24 Q. What was Rydon's role exactly in that process?
 25 A. Well, co-ordinating the two parties, making sure the

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1 flow of information between the two parties was
 2 happening.
 3 Q. I see.
 4 When you say at [draft] line 11, "we would then
 5 comment on them and give them a status", what was the
 6 nature, in general, of your comments?
 7 A. Of Rydon's -- my comments?
 8 Q. Yes.
 9 A. Our comments would only be about buildability and if
 10 there was anything obvious about buildability .
 11 Q. I see.
 12 You say you would give them a status, what sort
 13 of --
 14 A. I wouldn't give them a status, Studio E would give them
 15 a status .
 16 Q. Well, you have told us that "Studio E would take them,
 17 we would comment on them and give them a status" --
 18 A. That's Studio E's, that's not my --
 19 Q. I see, all right .
 20 A. -- document on the screen. That's Studio E's,
 21 I believe. I think that's Neil Crawford's, isn't it?
 22 Q. I was reading from the [draft] transcript. Did you
 23 expect Studio E to approve drawings produced by Harley?
 24 A. Yes, I think "approve" is a term that's probably going
 25 to come up for some question, but yes, I did.

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1 Q. Did you regard their approval as final or did you regard
 2 Rydon's approval as final?
 3 A. I regarded their approval as final, save for the fact of
 4 Building Control.
 5 Q. Building Control?
 6 A. Yes.
 7 Q. Right.
 8 A. And the --
 9 Q. What about buildability? What if they had said
 10 something was approved but you thought it wasn't
 11 buildable, then what would then happen?
 12 A. Then we would have a conversation between the three
 13 parties as to what element wasn't buildable.
 14 There would be less of a stress on the Harleys
 15 works. We would -- we wouldn't take less of a role
 16 necessarily, but we would -- Harleys were not only
 17 designing, they were also building their own design. So
 18 buildability in this sense for Harley was less of
 19 a concern for Rydon, myself.
 20 Q. Who did you consider was in ultimate control or had
 21 ultimate responsibility for the drawing control process?
 22 A. Well, ultimately Rydon are responsible for the design,
 23 but I would expect the lead architect or the lead
 24 designer to take control of that process.
 25 Q. Given your understanding of Studio E's obligations to

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1 Rydon and Rydon's obligations in turn to the TMO, did
 2 you take any steps to ensure that all drawings were
 3 distributed to Studio E?
 4 A. All the drawings that came, that I'm aware of, came in
 5 and went to Studio E.
 6 Q. Yes.
 7 A. Yes, that's --
 8 Q. What steps did you take to ensure that that happened
 9 every time?
 10 A. Well, Harleys wouldn't proceed unless drawings were
 11 approved. There would be drawing issue sheets on
 12 record.
 13 Q. What steps did you take to ensure that records were kept
 14 of what drawings had been provided to Studio E?
 15 A. There were drawing -- because Harleys and others would
 16 issue drawing issue sheets that we would keep on file
 17 that would show what drawings were issued when, the
 18 numbers, the revisions and who to.
 19 Q. You didn't keep your own drawings register?
 20 A. We did, and I think they're on file .
 21 Q. Okay.
 22 A. Yes.
 23 Q. What steps did you take to ensure that records were kept
 24 of drawings which you had seen but hadn't yet been given
 25 to Studio E?

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1 A. It would be very unusual for me to be copied in to
 2 a drawing only and Studio E not to be copied in.
 3 Q. Right. So I think the thrust of what you're telling us
 4 is that every time Harley issued a drawing it would come
 5 to you at the same time as Studio E?
 6 A. Yes, I would be copied in, either myself or
 7 Simon O'Connor or one of the other -- it would generally
 8 be myself or Simon.
 9 Q. Sticking with Mr Crawford's statement, I would like to
 10 go to page 26 {SEA00014275/26}, please, and look at
 11 paragraph 67. He says there that -- do you see that?
 12 At the bottom of page 26, he comments on the drawing
 13 management system and he describes it as ad hoc. Do you
 14 see that in the middle of the paragraph? He says:
 15 "With smaller projects it is not uncommon to have an
 16 ad-hoc drawing control system, as was the case here."
 17 A. Which is what I -- sorry to interrupt -- that's what
 18 I was explaining earlier with --
 19 Q. Yes, then he goes on:
 20 "However, with a project this size I would have
 21 expected Rydon to have implemented an electronic drawing
 22 control system, which I had often used on previous
 23 projects. I do not know why Rydon did not implement
 24 such a system for the Project."
 25 Is it right that Rydon hadn't implemented such

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1 a system for the project?
 2 A. Correct.
 3 Q. Why is that?
 4 A. In my experience, that wasn't -- with Rydon, that wasn't
 5 a usual type of system that they used.
 6 Q. Who? Who is the "they"? Studio E?
 7 A. No, Rydon.
 8 Q. I'm not sure I understand your last answer.
 9 A. Sorry, you're asking me why we didn't have an electronic
 10 drawing control system.
 11 Q. Yes.
 12 A. Well, understanding of that, you -- there are online
 13 portals, is probably the best way of describing it, as
 14 document control, which quite often large contractors
 15 use. Rydon didn't use such a portal, is probably
 16 the ...
 17 Q. Why not?
 18 A. We would -- I don't know, it wasn't a Rydon process, it
 19 wasn't one that I had seen used in Rydon previously.
 20 Q. I follow.
 21 Now, on {Day7/89:1}, Mr Sounes said that common
 22 practice in the industry with a contract of a reasonable
 23 size is for the contractor to manage their documents on
 24 an online platform. At line 15 on the same page he
 25 confirmed that it was his view that an electronic

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1 drawing control system was good practice. Would you
 2 agree with that?
 3 A. I think it's -- in my experience since Rydon, I think
 4 it's definitely very helpful, and I think it's generally
 5 more commonplace now, but that's not what Rydon used at
 6 the time.
 7 Q. No, but do you agree with him that it was good practice
 8 at the time?
 9 A. At the time I wouldn't have known, because I had not
 10 used one previously. But I have done since, and yes,
 11 they are definitely useful, very useful.
 12 Q. Right.
 13 Do you know, can you explain, why Rydon departed in
 14 its practice from what Mr Sounes described as common
 15 practice at the time?
 16 A. I can't answer.
 17 Q. Right.
 18 I think from what you're saying that Rydon didn't
 19 use electronic drawing control systems on any other
 20 projects; is that correct?
 21 A. Not as far as I'm aware of, no.
 22 Q. At the time?
 23 A. At the time.
 24 Q. Yes. So no, they didn't at the time; is that right?
 25 A. Not at the time, no.

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1 Q. Did you ever tell Studio E that you had no drawing
 2 control system?
 3 A. I don't think we would have been that specific.
 4 Q. Right.
 5 A. No.
 6 Q. Did you ever tell Studio E that you expected them to run
 7 a drawing control system?
 8 A. Again, I don't think we would have been that specific in
 9 a -- or direct in a statement, no.
 10 Q. What steps did Rydon have in place to review the ongoing
 11 performance of the drawing control systems that were
 12 being used so that if you needed a more formal one, you
 13 could introduce it if needed?
 14 A. Well, I wasn't used to a more formal one, because in my
 15 experience at Rydon we hadn't used a more formal one,
 16 and I believed we were acting as was my experience of
 17 Rydon.
 18 Q. Can I ask you to look at paragraph 38 of Mr Crawford's
 19 witness statement on page 16 {SEA00014275/16}. I think
 20 we looked at this a minute ago. I don't think I showed
 21 you the last part of the paragraph. It says, three
 22 lines up from the bottom of paragraph 38:
 23 "Rydon did not involve Studio E in all the site
 24 meetings which took place or design decisions and we
 25 were not copied into all emails. This meant that

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1 Studio E was often left to respond to Rydon's specific
 2 design queries as they arose."
 3 Is that correct? Is any of that correct?
 4 A. I don't know what emails they're referring to that they
 5 weren't copied in to, so ...
 6 Q. Is it correct that Rydon didn't involve Studio E in all
 7 the site meetings which took place?
 8 A. No, I wouldn't think it was correct. It depends how far
 9 you go down. If we were having an M&E specific meeting,
 10 then Studio E probably wouldn't be there. But, no,
 11 I would expect them to have been involved in all of it.
 12 Q. Is it correct that Rydon didn't involve Studio E in all
 13 design decisions?
 14 A. I think we did.
 15 Q. Mr Crawford says that Studio E were not copied in to all
 16 emails. Was that your experience?
 17 A. Not as far as -- not as I recall, no.
 18 Q. He then goes on to say:
 19 "This meant that Studio E was often left to respond
 20 to Rydon's specific design queries as they arose."
 21 Is he right about that?
 22 A. Not as far as I'm aware, but ...
 23 Q. Was it ever your understanding that Studio E were
 24 relying on Rydon to come back to them if Rydon thought
 25 that there was anything wrong with the drawings?

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1 A. Sorry, can you say that again?
 2 Q. Yes. Was it your understanding --
 3 A. Yes.
 4 Q. -- that Studio E were relying on you to come back to
 5 them if you thought there was anything wrong with the
 6 drawings?
 7 A. Yeah, they may have been, yes.
 8 Q. When you say "they may have been", I'm asking for your
 9 understanding at the time. Was it your --
 10 A. I would expect us to contact Studio E if we -- if there
 11 was anything obvious in the drawings that we weren't
 12 happy with, for whatever reason, then I would expect us
 13 to raise that with Studio E, yes.
 14 MR MILLETT: Yes, I see, okay.
 15 Mr Chairman, I'm in the middle of quite a long
 16 topic, which I hope to be able to shorten if I have
 17 a break now.
 18 SIR MARTIN MOORE-BICK: If we don't have a break now, we
 19 shan't get one, shall we?
 20 MR MILLETT: Yes, quite right.
 21 SIR MARTIN MOORE-BICK: We ought to have a break now.
 22 MR MILLETT: And I'm sure it will shorten things.
 23 SIR MARTIN MOORE-BICK: No doubt Mr Lawrence would like
 24 a break now.
 25 We will have a break now, Mr Lawrence. We'll come

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1 back -- if I say 3.25, will that give you enough time,
 2 just over ten minutes?
 3 MR MILLETT: Absolutely.
 4 SIR MARTIN MOORE-BICK: Right, 3.25.
 5 No talking to anyone when you are out of the room,
 6 please. Not about this, anyway.
 7 All right, would you like to go with the usher.
 8 (Pause)
 9 Right, 3.25, please.
 10 MR MILLETT: Thank you.
 11 (3.12 pm)
 12 (A short break)
 13 (3.25 pm)
 14 SIR MARTIN MOORE-BICK: Right, Mr Lawrence, happy to carry
 15 on?
 16 THE WITNESS: Yes, thank you.
 17 SIR MARTIN MOORE-BICK: Thank you.
 18 MR MILLETT: Mr Lawrence, can I ask you, please, to go to
 19 your own witness statement now, [RYD00094220/10].
 20 I want to show you paragraph 51 in the fifth line there,
 21 you say:
 22 "Although I have no expertise or qualifications as a
 23 designer, my experience as a construction manager meant
 24 that if I saw something that was obviously wrong then
 25 I would challenge that and I would have expected the

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1 rest of the Rydon team, and indeed all of those involved
 2 in managing the project, to do the same."
 3 Do you see that?
 4 A. Yes.
 5 Q. When you say "obviously wrong", does that mean obviously
 6 wrong with Studio E's design?
 7 A. Could be with any design.
 8 Q. So Studio E's, Harley's, any design?
 9 A. Yes.
 10 Q. What would you count as an obvious error?
 11 A. If you showed a cladding panel with no brackets. Yeah,
 12 anything sort of obviously --
 13 Q. Wrong?
 14 A. -- wrong, yeah.
 15 Q. How about showing a material on the as-built drawings
 16 that was not actually on the building as built. Would
 17 that be an obvious error?
 18 A. Well, I haven't seen the as-built drawings, so ...
 19 Q. No, but if you had seen the as-built drawings --
 20 A. Yes, if it was obvious, then yes, that would be -- you
 21 would expect to pick that up.
 22 Q. What I'm really asking you is: obvious to a specialist
 23 architect or designer or obvious to you, either you
 24 personally or you as Rydon?
 25 A. The degrees of obviousness will obviously be different

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1 from an architect to Rydon.
 2 Q. Precisely.
 3 A. But you -- yes, I think if you saw an as-built drawing
 4 and there was something that was on there that wasn't on
 5 the building or vice versa and it was obvious, then yes,
 6 of course, you would flag it up.
 7 SIR MARTIN MOORE-BICK: Mr Lawrence, maybe I'm a bit naive
 8 about this, but I understood you to mean -- whatever
 9 your precise choice of language -- this: if you saw
 10 something which you thought was wrong, you would raise
 11 it?
 12 A. Yes.
 13 SIR MARTIN MOORE-BICK: Is that really what you're trying
 14 to --
 15 A. That's a much better way of putting it, thank you.
 16 MR MILLETT: So if you saw something that wasn't compliant
 17 with the Building Regulations, you would raise that, if
 18 you realised it wasn't?
 19 A. If I knew, yes, of course, yes.
 20 Q. What about errors that were not obvious, as in obvious
 21 to you? Was there anybody at Rydon who would pick up
 22 such errors?
 23 A. At Rydon? No.
 24 Q. In the light of that, how did you expect Rydon's ongoing
 25 review of design to spot deficiencies beyond those which

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1 could be called obviously wrong as you have just
 2 explained it, in other words obviously wrong to you?
 3 A. I wouldn't expect them to be able to do that.
 4 Q. You wouldn't?
 5 A. No.
 6 Q. Can I ask you then to look at Mr Crawford's witness
 7 statement again, {SEA00014275/17}, paragraph 41, and he
 8 says in the second line:
 9 "... a key concern for me through the construction
 10 phase was to maintain the integrity of the architectural
 11 intent established at planning and tender stages. This
 12 did not necessarily involve commenting on the finer
 13 detail or technical aspects of designs or the selection
 14 of materials, but was from the view of architectural
 15 intent which covered aspects such as siting, spatial
 16 arrangements, amenity, tolerances, dimensional
 17 co-ordination, the appearance, proportions, colours or
 18 finishes of the products. I would comment as to whether
 19 the drawings provided by others were compatible with the
 20 architectural intent and address or highlight any
 21 implications or clashes that might need to be considered
 22 to ensure the architectural intent was preserved."
 23 Now, I quote that to you at length. Mr Crawford was
 24 asked about that passage in his oral evidence, and we
 25 don't need to look at it, but just for our note it's

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1 {Day9/91:2-6}. He said it was standard industry
 2 practice that architects would comment only on
 3 architectural intent, and he believed that Rydon
 4 understood that.
 5 Now, that's what he said.
 6 To what extent is what he says in his statement I've
 7 just read to you an accurate reflection of what you
 8 understood the scope of Studio E's role to be?
 9 A. I would say that was his primary purpose for looking at
 10 drawings and reviewing drawings, would be to make sure
 11 it is in accordance with his overall or their overall
 12 design. But I would also expect an overview of
 13 compliance where he -- again, probably where it was
 14 obvious. I would expect him to have a basic -- or
 15 architects to have a basic knowledge of the
 16 Building Regulations. So, again, if there was something
 17 that was obviously wrong, then I would expect it to be
 18 picked up before it went on to Building Control.
 19 Q. Had you ever heard the expression "architectural intent"
 20 before your involvement on the Grenfell project?
 21 A. Yeah, I probably have, yeah.
 22 Q. What was your understanding about what that meant?
 23 A. It means that they're doing the overall --
 24 "architectural intent" means the overall sort of picture
 25 and design intent, so the -- you know, "We want

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1 a building to look grey and be overclad", or whatever it
 2 be.
 3 Q. Had you ever had experience of the subcontracted
 4 architect on a project saying that their role was
 5 limited to checking whether drawings conformed with
 6 architectural intent?
 7 A. No, I don't recall so.
 8 Q. So was this the first time?
 9 A. That would be, yes, I don't ...
 10 Q. Did it come as a surprise to you, when Mr Crawford --
 11 well, did Mr Crawford ever tell you in terms that
 12 Studio E's role was limited to checking drawings for
 13 architectural intent?
 14 A. No, not that I'm aware of, no.
 15 Q. He goes on in the same paragraph, sixth line from the
 16 bottom, he says:
 17 "If I spotted a clear and obvious error when
 18 reviewing drawings for consistency with architectural
 19 intent, I would raise a comment for the designer to
 20 address. An architect may not have the know-how to
 21 identify technical errors in the designs and/or
 22 specifications of a designer of another, specialist,
 23 discipline unless the error is of a kind that would be
 24 manifest to an architect."
 25 Now, Mr Sounes' evidence was that Studio E was not

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1 engaged to confirm compliance on anything, and that's
 2 {Day7/122:6}. Do you accept that?
 3 A. No, because I don't think that's in accordance with
 4 their schedule of services.
 5 Q. Did you --
 6 A. Whether they would be able to do that in-house or
 7 whether they would use Building Control, or AN Other,
 8 that may be a different -- a different matter.
 9 Q. Looking back at what Mr Crawford says in the last six
 10 lines of his witness statement, where he says, "If
 11 I spotted a clear and obvious error", et cetera, was
 12 that your understanding at the time of how he saw
 13 Studio E's role?
 14 A. I understood that if -- I didn't understand that he
 15 was -- he only thought he was looking at architectural
 16 intent and thereby implying that he wouldn't look at any
 17 compliance. That's how I'm reading that. But I also
 18 think it's fair to say that on a specialism such as
 19 cladding, he would look at -- you know, he would look at
 20 the obvious stuff that it was in place. But he would be
 21 relying on the specialist designer to have greater
 22 knowledge than him.
 23 Q. Did Studio E ever tell you or say anything to you to
 24 make you think that Studio E did not have the expertise
 25 to examine any of the subcontractors' drawings and

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1 details on this project?
 2 A. No.
 3 Q. Did they ever tell you or say anything to make you think
 4 that they couldn't comply in any respect with
 5 paragraph 27 of the schedule of architectural services
 6 we looked at earlier on?
 7 A. No.
 8 Q. Did they ever tell you or say anything to make you think
 9 that their services set out in that schedule of services
 10 were in practice to be limited in any way?
 11 A. No, I think the only comment from what I'm aware is
 12 about the comment about the Building Control sign-off.
 13 Q. Just to avoid any ambiguity on our part and your part,
 14 when I say that schedule of services, I mean the one
 15 that was attached to the 17 April 2014 email which
 16 Mr Sounes commented on on 30 April 2014, rather than the
 17 one necessarily signed later. It says the same thing.
 18 A. It is the same thing, but he -- so we sent him
 19 a schedule of services that is Rydon's template, he has
 20 made comment and disagreed and wants some words changed
 21 on one particular element, so ... but the rest of it I'm
 22 assuming stayed the same.
 23 Q. Yes, and I think you are agreeing with me that he never
 24 told you anything, and nobody --
 25 A. No.

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1 Q. -- at Studio E ever told you anything to the effect that
 2 they didn't have the wherewithal to carry out those
 3 obligations?
 4 A. No, that's correct.
 5 Q. Does it follow from that that you expected Studio E to
 6 have the design expertise to review a subcontractor's
 7 drawings and report to you?
 8 A. Yes.
 9 Q. Throughout the project?
 10 A. Yes.
 11 Q. Can we look at paragraph 54 of Mr Crawford's statement,
 12 page 23 {SEA00014275/23}. He says in relation to
 13 Studio E's involvement in assessing Harley's drawings:
 14 "From time to time, Harley asked me to comment on a
 15 drawing or a set of drawings. I discuss this in the
 16 context of specific drawings further below, but in
 17 summary I would then usually send back some
 18 observations, commenting on the 'architectural intent'.
 19 I would then record my comments on any particular
 20 drawing using a stamp describing the documents as status
 21 'A', 'B' or 'C' (the Status). The meaning of the Status
 22 'A', 'B' or 'C' is a convention which is widely used and
 23 commonly understood in the construction industry. It
 24 essentially meant what was stated in the wording on the
 25 stamp."

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1 Then he goes on to explain what was on the stamp:
 2 "54.1 'A' - Conforms to 'architectural intent'.
 3 "54.2 'B' - Conforms to 'architectural intent'
 4 subject to incorporation of comments. Revise and
 5 resubmit for A Status.
 6 "54.3 'C' - Does not conform with 'architectural
 7 intent'. Revise and resubmit."
 8 Now, under item 27 of Studio E's schedule of
 9 services that we looked at earlier -- we can look at it
 10 again if you like -- Studio E was obliged to examine
 11 subcontractors' and suppliers' drawings and to report to
 12 the contractor. Take it from me it says that, but if
 13 you would like to look at it again --
 14 A. No, no.
 15 Q. -- before I ask you the question, we can.
 16 Is it fair to say that the management of that
 17 process fell within the remit of your role control as
 18 contract manager?
 19 A. The management of the --
 20 Q. Of the process of examining subcontractors' and
 21 suppliers' drawings and reporting to the contractor. In
 22 other words, as contract manager, it was your job to
 23 make sure that Studio E did what it said it would do and
 24 report to you on those matters?
 25 A. Yes, that's what I would expect, yeah.

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1 Q. Yes.
 2 A. To me or the team, but yes.
 3 Q. How did you manage that process?
 4 A. By communication with Studio E and Harley and others,
 5 design team meetings.
 6 Q. Other than the emails that we've seen, and we can look
 7 at in detail, what records did you keep of the reports
 8 made to you pursuant to that contractual obligation?
 9 A. I think the report -- I think reports would come by
 10 exception, so we would only get comments, emails, if
 11 there was anything wrong, rather than confirmation that
 12 everything was right every week, month or otherwise.
 13 Q. When Mr Crawford used the A, B or C stamp and sent the
 14 drawings with those markings on them back to you, did
 15 they come back from Studio E to you in the first
 16 instance or did they come to you for onward transmission
 17 to Harley? In other words, were you a conduit?
 18 A. No, I think generally in this case I was -- and would be
 19 normal with a specialist subcontractor taking on design,
 20 I would be probably copied in to the emails, as would
 21 the site team, I would imagine, but it would be copied
 22 in, it would be a free flow of information between
 23 Harleys and Studio E.
 24 Q. You saw, presumably, when these drawings came through,
 25 the A, B or C stamp on them? Did you see that?

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1 A. Yes, I would have done. Would I have opened every
 2 drawing? Probably not, but yes, I would have done.
 3 Q. Was this project the first time you had ever seen
 4 a stamp applied like that by an architect?
 5 A. No.
 6 Q. You have seen it before?
 7 A. A, B and C is, in my experience, common practice.
 8 Necessarily the words that they've put behind that would
 9 be different from practice to practice, I think.
 10 Q. Right.
 11 Given the terms of the schedule of services which
 12 had passed between you and Mr Sounes in the April of
 13 2014, Mr Lawrence, did it occur to you at the time that
 14 using the A, B, C stamp was a very limited exercise,
 15 simply certifying whether the drawings that Mr Crawford
 16 had seen conformed to architectural intent?
 17 A. No, I think A, B, C status is common practice.
 18 Q. Yes, but did it occur to you that this was actually
 19 a very limited exercise?
 20 A. No.
 21 Q. You thought it was not a limited exercise?
 22 A. Correct.
 23 Q. Did you address your mind to the question of whether, in
 24 judging the drawings A, B or C and applying the
 25 parameters that the stamp says, Studio E were not

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1 reporting to Rydon as contemplated by paragraph 27 of
 2 the schedule of services, which required them to examine
 3 the suppliers' drawings and report to the contractor?
 4 A. I didn't -- I didn't pick up on the reporting part
 5 you're saying, no.
 6 Q. Right.
 7 Does it follow that in fact it didn't occur to you
 8 that, in not asking Studio E to go wider than A, B and C
 9 and wider than architectural intent certification, Rydon
 10 themselves might be at risk of failing in its
 11 obligations to the TMO?
 12 A. No, I didn't notice that. I think A, B, C is standard
 13 practice.
 14 Q. Mr Crawford goes on at paragraph 55 on the same page to
 15 say:
 16 "In my opinion, it was technically incorrect for
 17 Harley to ask me to 'approve' a drawing. Specialist
 18 packages such as cladding, lifts, stairs, etc. would be
 19 completed by, and the primary responsibility of,
 20 specialist subcontractors. We comment on their drawings
 21 only from the perspective of 'architectural intent'."
 22 Was it your understanding at the time of the project
 23 that Studio E had no responsibility to check a drawing
 24 from any of your specialist subcontractors beyond
 25 ensuring that it complied with architectural intent?

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1 A. No, I would expect them -- I would expect them to look
 2 at architectural intent, I would expect them to look at
 3 co-ordination with other contractors, if there was any,
 4 and pick up any deficiencies in compliance.
 5 Q. Did you ever have a conversation with Mr Crawford about
 6 the limitations on the scope of his role as an architect
 7 in examining subcontractors' drawings only for
 8 architectural intent in this way?
 9 A. No.
 10 Q. Did you ever agree with him that the A, B, C stamp
 11 approach was all that you needed?
 12 A. I don't think we had the conversation.
 13 Q. Right. So the answer I think is no, not one way or the
 14 other?
 15 A. Correct.
 16 Q. Did you expect that Studio E would ensure that all
 17 aspects of the design complied with all relevant
 18 regulatory requirements?
 19 A. I would expect them to -- yes, I would expect them to
 20 highlight any obvious deficiencies.
 21 Q. If all that Studio E was doing when looking at drawings
 22 was marking them A, B or C for architectural intent,
 23 would that not have indicated to you that they were not
 24 checking the drawings and designs for compliance with
 25 relevant regulatory requirements?

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1 A. I'm not sure I picked up on the wording behind the A, B
2 and C.
3 Q. When you say you didn't pick up on the wording behind
4 it, do you mean the wording within the stamp?
5 A. Within the stamp.
6 Q. So going back to paragraph 54, just to chase that up for
7 a moment, in his statement, he explains what A, B and C
8 each mean there.
9 A. Yes.
10 Q. Are you telling us that you didn't understand or didn't
11 address your mind to the meaning of each of those?
12 A. I don't recall specifically looking at the stamp and
13 saying: the words behind A is exactly what we need or
14 not exactly what we need, no, I don't recall doing that.
15 Q. Would it follow, then, that you didn't address your mind
16 to whether or not the limitations involved in Studio E
17 using the stamp meant that they weren't checking the
18 drawings or designs for compliance with regulatory
19 requirements?
20 A. No, I didn't pick that up.
21 Q. Was it Rydon that was approving all drawings for
22 construction?
23 A. No, it was Studio E.
24 Q. I see.
25 I wonder if we can chase through an example of this

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1 to see how this works in practice. I'm going to use the
2 example of a Harley drawing, C1059-200. This was
3 a drawing of the windows at Grenfell Tower.
4 Can I ask you to turn to {SEA00012756}, and I would
5 like both pages next to each other, if it's possible to
6 do that. I wonder if we could have pages 1 and 2 next
7 to each other, if it's possible, so that it's easier to
8 see. Thank you.
9 At the bottom of page 1 Kevin Lamb of Harley sends
10 you a version of this drawing on 17 February 2015. Do
11 you see that?
12 A. Yes.
13 Q. It's copied to Bruce Sounes and others within Harley,
14 Bruce Sounes at Studio E and some people at Harley. He
15 says {SEA00012756/2}:
16 "Please find attached revised type 10 windows, now
17 with symmetry as requested.
18 "Please approve and forward your official
19 instruction for us so as we can proceed with remakes of
20 those in manufacture."
21 So this is Kevin Lamb asking you, Mr Lawrence, to
22 approve the drawing for construction, isn't it?
23 A. He is, yes, and in turn Neil Crawford picks up the
24 comments regarding the drawing, which I would expect him
25 to do, because I would have only forwarded that to Neil

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1 had it have come to me only. But instruction for
2 manufacture would come from Rydon.
3 Q. You --
4 A. So I would expect Neil Crawford to be saying, "Yes, this
5 is what we want, yes, this is correct", and then if they
6 needed a separate instruction for Harleys to proceed
7 with the remakes, then I would expect that instruction
8 to come from Rydon.
9 Q. I mean, on the face of it, Mr Lamb is asking you,
10 Mr Lawrence, to approve and forward your official
11 instruction so as to proceed with manufacture.
12 A. I think that's just email etiquette. I think he's put
13 me in there as effectively his client, but he has copied
14 everybody else in. It would only go to -- all I would
15 do, if that had come to me only, I would pass that
16 straight to my lead designers to check the design.
17 Q. But he was asking you to approve the drawings for
18 construction, wasn't he? That's what the email
19 effectively asks you personally -- or not personally in
20 your personal capacity, but you personally at Rydon to
21 do.
22 A. Correct.
23 Q. So when you said earlier that Rydon wasn't approving all
24 drawings for construction, it was Studio E, do you think
25 that was quite right, looking at this as an example?

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1 A. I think this is a -- I think this is a -- the way the
2 email is put together from Kevin, I don't -- I don't
3 think that takes anything away from what I said earlier.
4 Q. Let's have a look. Page 1 {SEA00012756/1} shows
5 Mr Crawford's reply of the same day attaching a drawing
6 with his comment on it. Do you see that? He says:
7 "Hi Kevin
8 "Please see attached comment.
9 "Regards.
10 "Neil."
11 You can't see that there is an attachment to that,
12 but there is, and it's {SEA00003093}, please. This is
13 a drawing which, from the bottom right-hand corner, if
14 we blow it up a bit, you will see is dated
15 20 August 2014 and from the middle box it's revision G,
16 17 February 2015. Do you see that?
17 A. Yes.
18 Q. Mr Crawford has added the Studio E rubber-stamp on the
19 right-hand side and ringed B there.
20 A. Yes.
21 Q. Meaning that the drawing was only approved in relation
22 to design intent subject to incorporation of comments,
23 and that the drawing should be revised and resubmitted
24 for category A status; yes?
25 A. Yes.

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1 Q. That's what it says.
 2 He has also added a comment that the right-hand
 3 window in the middle of a set of three windows should
 4 open in the opposite direction and he marked the amended
 5 direction in red; can you see that?
 6 A. Correct.
 7 Q. Then it says, "Approved for construction".
 8 Do you know who added the stamp or put the stamp on,
 9 "Approved for construction"?
 10 A. I think that's part of a Harley -- I think that's
 11 a Harley drawing. Sorry, I know it's a Harley drawing.
 12 I think that's a stamp Harley put on their drawing.
 13 Q. I see. Is that a stamp that Harley put on their drawing
 14 habitually before or after?
 15 A. You wouldn't think it would be before. I would say
 16 that's an error. But it's obviously not been picked up.
 17 Q. So, customarily, would the "Approved for construction"
 18 stamp go on before or after the Crawford architectural
 19 intent stamp?
 20 A. You would expect it to go on after.
 21 Q. You would, that's logical, but I'm asking you for what
 22 happened as a routine practice on this project.
 23 A. I don't recall.
 24 Q. Right.
 25 Can you explain how come "Approved for construction"

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1 went on in this instance before Mr Crawford's
 2 architectural intent stamp?
 3 A. I can't tell you why, you would have to --
 4 Q. Let's chase the emails through, going back to it.
 5 Later the same day -- going back to {SEA00012758}
 6 flip back to that -- Mr Lamb comes back to you and says:
 7 "Importance: High
 8 "Simon,
 9 "The window mods are now approved by Neil (as
 10 attached), so all we need now is your official go ahead
 11 to proceed."
 12 Now, the email attached an another drawing, the next
 13 revision. Can we look at that, please. It's
 14 {SEA00012760}. That's revision H dated
 15 17 February 2015, if we look in the box in the middle at
 16 the bottom; yes?
 17 A. Correct.
 18 Q. We can see it's been updated to reflect his comment that
 19 we saw about the windows turning the other way, and we
 20 can see your response at {SEA00012761}, from you to
 21 Mr Lamb, 17 February 2015, later in the day:
 22 "Hi Kevin
 23 "Neil has completed his comments and is happy. So
 24 you can proceed.
 25 "Thanks

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1 "Simon ..."
 2 Now, I've shown you that.
 3 Is it fair to say, looking at all of those, that
 4 these documents show the general procedure followed for
 5 the approval of design revisions? Just tracing it
 6 through, the relevant subcontractor would contact you
 7 and possibly Studio E as the first stage.
 8 A. Yes. Okay, yeah.
 9 Q. If Studio E hadn't been included on that communication,
 10 then the drawing would be sent on by you to Studio E.
 11 A. Correct.
 12 Q. Then the next thing -- is this right? -- is that
 13 Studio E was then left to comment on the drawing as it
 14 saw necessary --
 15 A. Correct.
 16 Q. -- with the architectural stamp; yes?
 17 A. Correct.
 18 Q. Then once Studio E's comments had been accommodated, so
 19 the architectural stamp and any comments such as the
 20 changing of the direction of the windows as we see here,
 21 Rydon would consider that the design had been approved
 22 for construction and confirm that to the relevant
 23 subcontractor?
 24 A. No, I don't think that's -- I don't think that's
 25 typical.

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1 Q. That's not typical?
 2 A. I think that's something that probably Kevin and maybe
 3 some from Harleys did, they were expecting a -- I read
 4 that that they were expecting an instruction over and
 5 above the architect to cover themselves, I would
 6 suggest, in that one. But we wouldn't be instructing
 7 them to -- there would be no instruction unless there
 8 was a, you know, instruction under the contract to
 9 change something that they were already deemed to do.
 10 So as in the windows, the windows were changed at
 11 a point in time, and this may have been a drawing
 12 relating to the new -- complete new window design, and
 13 therefore needing a contractual instruction to,
 14 you know, provide more money or whatever.
 15 Q. So just in simple terms, what in this run of emails was
 16 exceptional?
 17 A. Yeah, I wouldn't expect a drawing to be sent to me --
 18 sorry, I wouldn't expect a drawing to be approved by
 19 Studio E, come back to me for me to issue a formal
 20 instruction to the subcontractor to proceed, no,
 21 I wouldn't expect to be doing that.
 22 Q. So who would give the instruction to the subcontractor
 23 to proceed if not you?
 24 A. The stamp from Studio E is the instruction that it is
 25 fit for purpose. So, therefore, the subcontractor -- in

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1 this case Harleys -- should proceed on that basis.
 2 Q. Forgive me, Mr Lawrence, that doesn't quite work, does
 3 it, unless I'm misunderstanding you, because the stamp
 4 from Studio E in this case wasn't A, conforms, it was B.
 5 A. Which B says -- B generally is --
 6 Q. Revise and resubmit.
 7 A. Generally -- well, generally it will be fit for
 8 construction, providing the comments are included.
 9 Q. So are you saying that once Studio E stamped a drawing
 10 B, for example --
 11 A. Yeah.
 12 Q. -- and sent it back to Harley, you would simply expect
 13 Harley to make the change to the drawing and proceed
 14 direct to construction without any approval from Rydon?
 15 A. Yes, without any formal approval from Rydon, yes, unless
 16 there was a complete change to their contract and we
 17 were asking them to do something completely different to
 18 what they were employed to do.
 19 Q. Who would oversee whether the changes that were made to
 20 the design by Harley were those which actually did meet
 21 with Studio E's approval, given that Studio E in this
 22 instance were asking for a change?
 23 A. We wouldn't; we would be expecting Studio E, as lead
 24 designer, to approve the Harley design.
 25 Q. Would the drawing go back to Studio E once the drawing

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1 had been changed in order to bring it in line with
 2 architectural intent?
 3 A. Yes, I would expect that to happen.
 4 Q. But did you see that happen?
 5 A. I would expect B, as industry standard, or my experience
 6 of industry standard, to mean: continue -- you can
 7 continue in construction, providing you take on board
 8 the comments that were made in that drawing.
 9 I wouldn't expect to be issuing an instruction --
 10 Rydon to be issuing an instruction, myself, any of my
 11 team to be issuing an instruction every time a drawing
 12 has been issued, no.
 13 Q. So who supervises the instruction to proceed to
 14 construction if Rydon doesn't?
 15 A. Studio E.
 16 Q. Studio E? But all Studio E are doing --
 17 A. Studio E are approving the drawings, saying they're fit
 18 for construction. That's the general practice with the
 19 A, B, C on a drawing.
 20 Q. No, Mr Lawrence, forgive me, maybe we need to look at it
 21 again. The stamp doesn't say anything about fit for
 22 construction; it just says whether or not it complies to
 23 architectural intent.
 24 A. It does, and going back to my earlier comment, the
 25 wording on Studio E's, which I don't recall, and whether

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1 I noted at the time I don't recall, but -- and if you
 2 looked at other architects' comments, they would have
 3 different wording. They would still have the A, B, C,
 4 but they would have different wording against it. But
 5 the practice is that the lead designer would approve the
 6 drawing that it is fit for construction, and then the
 7 subcontractor would take that as approval and would then
 8 construct.
 9 Q. Let's just see if we can trace this through without the
 10 Rydon involvement.
 11 After the stamp had gone on to the drawing and it
 12 was sent to Harley to amend, effectively, to bring it
 13 within architectural intent, and after Harley had
 14 amended it, what would then happen to that drawing?
 15 Would it come back to Studio E or would Harley then
 16 simply proceed to construction?
 17 A. I would expect both; I would expect Harley to proceed to
 18 construction, but I would expect the copy to be updated
 19 so there was a revised copy back to Studio E.
 20 Q. So, in that instance, who was giving the instruction to
 21 Harley to proceed to construction, was it themselves?
 22 A. It was Studio E.
 23 Q. We have been round this point once before. Studio E
 24 don't give an instruction to proceed; they simply
 25 certify the drawing as compliant with architectural

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1 intent.
 2 A. By doing that they're saying that it's fit for
 3 construction, please proceed.
 4 Q. Was that your understanding at the time?
 5 A. That was my understanding of it, yes.
 6 Q. That was, was it?
 7 A. Yeah.
 8 Q. Did you ever have any discussion about that with
 9 Mr Crawford or anyone at Harley?
 10 A. No, because if everybody hadn't have been cognisant of
 11 that process, then nothing would have got built,
 12 everything would have just sat there and Harley would
 13 not have proceeded at all until they got a formal
 14 instruction for every single element of works, which was
 15 not the case.
 16 Q. So was it your understanding that once an amended
 17 drawing had been done by Harley in response to
 18 Studio E's stamp, they would automatically proceed to
 19 construction without any further input from you?
 20 A. Yes.
 21 Q. And without any further input from Studio E?
 22 A. Yes.
 23 MR MILLETT: Mr Chairman, I'm going to turn to a similar
 24 topic, but a few questions on specific issues with
 25 drawing control, which I can probably finish in 10 or

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1	15 minutes and then get on to another topic which I was	1	INDEX	
2	hoping to get to by the end of the day.	2		PAGE
3	SIR MARTIN MOORE-BICK: I can understand your desire, and no	3	MR SIMON LAWRENCE (affirmed)1
4	doubt other people's desire to keep this moving, but	4		
5	I have another matter to deal with fairly soon. Are you	5	Questions from COUNSEL TO THE INQUIRY1
6	making good progress?	6		
7	MR MILLETT: I was. I have gone slightly off-piste a little	7		
8	bit, but we can get back on piste very firmly if	8		
9	I continue.	9		
10	SIR MARTIN MOORE-BICK: I'm wondering if you don't continue,	10		
11	because I don't want to find I am cramped up against	11		
12	time to deal with something else.	12		
13	If we were to stop now, is that going to put you in	13		
14	difficulties?	14		
15	MR MILLETT: No, not at all.	15		
16	SIR MARTIN MOORE-BICK: Then I think I prefer to do that.	16		
17	MR MILLETT: Very good.	17		
18	SIR MARTIN MOORE-BICK: Mr Lawrence, I'm going to call	18		
19	a halt there for the day. We won't be sitting tomorrow,	19		
20	so we will have to ask you to come back on Monday to	20		
21	resume your evidence, please. I know that gives you	21		
22	a lot of time to talk to people about what's been going	22		
23	on here, but resist the temptation to talk to anyone	23		
24	about your evidence or anything to do with the	24		
25	Grenfell Tower refurbishment.	25		

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1	We will look forward to seeing you back here at	200
2	10 o'clock on Monday.	
3	THE WITNESS: Thank you.	
4	SIR MARTIN MOORE-BICK: Thank you very much, if you would	
5	like to go with the usher.	
6	(Pause)	
7	Right, I'm sorry to stop you at that point, but	
8	I think it's the wiser course.	
9	MR MILLETT: Yes. No, Mr Chairman --	
10	SIR MARTIN MOORE-BICK: It doesn't cause any difficulties?	
11	MR MILLETT: I don't believe so, and it may be that I can	
12	shorten things a little bit overnight.	
13	SIR MARTIN MOORE-BICK: It does sometimes happen.	
14	MR MILLETT: Sometimes it does, not very often.	
15	SIR MARTIN MOORE-BICK: All right, thank you very much.	
16	10 o'clock on Monday, then, please. Thank you.	
17	(4.00 pm)	
18	(The hearing adjourned until 10 am on Monday, 20 July 2020)	
19		
20		
21		
22		
23		
24		
25		

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