

OPUS 2

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Grenfell Tower Inquiry

Day 34

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1 Thursday, 10 September 2020
 2 (10.00 am)
 3 SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to
 4 today's hearing.
 5 Our next witness, Mr Mark Harris, will be giving
 6 evidence by videolink from his home. Although the risk
 7 of contracting COVID-19 as a result of attending this
 8 building is small, I'm satisfied that, in his case, it
 9 would not be reasonable to require him to come here to
 10 give his evidence. Steps have been taken to ensure that
 11 he gives his evidence without any risk of intervention
 12 by others.
 13 So I'm going to begin by checking that Mr Harris can
 14 see and hear me clearly.
 15 Good morning, Mr Harris.
 16 THE WITNESS: Morning, sir. Yeah, I can see and hear you
 17 clearly.
 18 SIR MARTIN MOORE-BICK: Good, thank you very much.
 19 Can I ask you, then, to make the affirmation which
 20 you have got, I think, either on the screen or on a card
 21 in front of you.
 22 THE WITNESS: I have it in front of me, yes.
 23 MR MARK HARRIS (affirmed)
 24 SIR MARTIN MOORE-BICK: Good, thank you very much.
 25 Can I just run through a couple of things with you

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1 before I invite Mr Millett to start asking some
 2 questions.
 3 Can you confirm that you're alone in the room from
 4 which you are giving evidence?
 5 THE WITNESS: I am, sir, yes.
 6 SIR MARTIN MOORE-BICK: Thank you.
 7 Can you also confirm that you only have with you the
 8 documents that the Inquiry has provided to you?
 9 THE WITNESS: I do. Would you like to see them, sir?
 10 SIR MARTIN MOORE-BICK: No, no, we will take your word for
 11 it, but you don't have any other materials with you?
 12 THE WITNESS: I don't, no.
 13 SIR MARTIN MOORE-BICK: Can you also confirm, please -- ah,
 14 now I've lost you. Can you still see me?
 15 THE WITNESS: I can see you. I can see a document on the
 16 screen as well. Ah, it's just you now.
 17 SIR MARTIN MOORE-BICK: Good, thank you.
 18 Can you also please confirm for me that your mobile
 19 phone is in another room and that you don't have any
 20 other electronic device in the room with you which could
 21 receive messages?
 22 THE WITNESS: Correct.
 23 SIR MARTIN MOORE-BICK: All right, thank you.
 24 Now, you should know that your counsel, Mr Renteurs,
 25 is here, sitting with us, listening to your evidence and

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1 watching you give it. If anything crops up that he
 2 feels he needs to bring to my attention, he is here to
 3 do that. All right?
 4 THE WITNESS: Okay, yes.
 5 SIR MARTIN MOORE-BICK: I hope we shall not have any
 6 problems with sound or vision. If you have any problems
 7 with sound, please could you attract attention by
 8 raising your hand or some other gesture to make it clear
 9 that you can't hear any longer, and then we will take
 10 steps to sort it out.
 11 THE WITNESS: Will do.
 12 SIR MARTIN MOORE-BICK: Last thing, we will have a break in
 13 any event during the morning, roughly halfway through
 14 the morning, but if you feel you need a break at any
 15 other time please just say so and we can do that.
 16 All right?
 17 THE WITNESS: Yes.
 18 SIR MARTIN MOORE-BICK: Anything you need to clarify before
 19 you start answering questions?
 20 THE WITNESS: No, I think I'm fine, thank you.
 21 SIR MARTIN MOORE-BICK: Good, thank you very much.
 22 Mr Millett.
 23 Questions from COUNSEL TO THE INQUIRY
 24 MR MILLETT: Mr Chairman, thank you very much, good morning.
 25 Good morning, Mr Harris.

3

1 Can I just start by thanking you very much for
 2 attending today, even remotely, to give evidence. We
 3 very much appreciate it.
 4 If you have any difficulty understanding my
 5 questions, then I'm happy to repeat the question or put
 6 the question in a different way.
 7 The other thing is, can you see me clearly when I'm
 8 asking you questions?
 9 A. I can, sir, yes, see you perfectly clear.
 10 Q. And you can hear me well enough, can you?
 11 A. I can.
 12 Q. Very good.
 13 Can I ask you to try to keep your voice up so that
 14 the transcribers, who are sitting in this room with us,
 15 can hear you, and also don't nod or shake your head, say
 16 yes or no if that's appropriate accordingly.
 17 Now, you have made two witness statements. I want
 18 to show them to you first of all. You have them in hard
 19 copy but they will also appear on the screen in front of
 20 you. The first is the Metropolitan Police statement of
 21 30 November 2017, {MET00012823}. Can you please be
 22 shown that.
 23 Can you see that on the screen?
 24 A. Yes, I can, yeah.
 25 Q. Right. It was a little slow. We will try and speed

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1 that up as we go.
 2 If you look at the top of page 1, is that your
 3 electronic signature at the top?
 4 A. It is, yeah.
 5 Q. Have you read this statement recently?
 6 A. I have.
 7 Q. Can you confirm that its contents are true?
 8 A. Yes.
 9 Q. The second statement is the Inquiry statement that you
 10 made on 8 November 2018. Can I please have that.
 11 That's {HAR00010159}.
 12 Is that the first page of your Inquiry statement,
 13 can you confirm?
 14 A. I confirm, yeah, it is.
 15 Q. Thank you, and can you confirm you have read this
 16 statement recently?
 17 A. I have.
 18 Q. If you look at page 16 {HAR00010159/16}, which is on the
 19 screen in front of you, is that your signature?
 20 A. It is, yeah.
 21 Q. And can you confirm that the contents of that statement
 22 are true?
 23 A. Yes.
 24 Q. Thank you.
 25 I want to start with some general questions about

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1 your background.
 2 Would you agree with me that you don't have any
 3 formal qualifications in respect of façade engineering
 4 or the like?
 5 A. That's correct, sir, yes.
 6 Q. Can I just say, I think the document can be taken down
 7 for the moment, if we can have Mr Harris back on the
 8 screen.
 9 You have been involved, I think, in the façade
 10 industry for about 30 years, haven't you?
 11 A. Yeah, I think it's about 32 now, because obviously at
 12 the time of the statement, it was --
 13 Q. Yes.
 14 A. 32 now.
 15 SIR MARTIN MOORE-BICK: Mr Millett, pause for a second. We
 16 need to have Mr Harris full screen unless we have
 17 a document up, so can we have him back full screen,
 18 please.
 19 MR MILLETT: During your 32 years now, is it fair to say
 20 that you have amassed a wealth of knowledge in the
 21 façade industry generally?
 22 A. Yeah, I think that knowledge is -- that'd be a true
 23 thing to say, it was general knowledge in terms of the
 24 role I've had, in other words the business development
 25 side of the industry.

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1 Q. Now, at paragraph 34 of your statement, page 8
 2 {HAR00010159/8} -- I don't think there is any need to
 3 put it up, I will just read you what you say -- you say
 4 in response to a question regarding the
 5 Building Regulations:
 6 "I am unable to answer questions relating to
 7 Building Regulations compliance. I am not qualified in
 8 this regard, and this matter would be dealt with by
 9 a suitably qualified person/s within the Client Team,
 10 Rydon, Studio E, and Harley."
 11 I've read that out to you.
 12 Does it follow from that that you wouldn't
 13 ordinarily advise on, for example, whether an overall
 14 design or structure would comply with the
 15 Building Regulations as part of your role at Harley?
 16 A. No.
 17 Q. Would you be qualified to advise on compliance of
 18 specific products?
 19 A. No.
 20 Q. Or specific design elements?
 21 A. No.
 22 Q. And it's right, I think, to say that you don't have any
 23 design expertise?
 24 A. That's correct.
 25 Q. During your relationship with Harley, do you know what

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1 formal or internal competency training Harley provided
 2 to staff or contractors such as yourself to keep up to
 3 date with industry accepted codes of practice?
 4 A. Not totally. I do know that they had members of the
 5 team that had gone through an MSc in façade engineering,
 6 for example, so I know that they had individuals that
 7 had gone through that training.
 8 Q. Did you personally keep up to date with developments in
 9 the cladding industry generally?
 10 A. It depends what you mean by up to date. I mean, I'm --
 11 I'm not keeping up to date with technical things because
 12 that's not my remit in life, but I would be keeping up
 13 to date with general things. So it really depends what
 14 you mean by that.
 15 Q. Well, let me give you one or two examples.
 16 Did you keep up to date with the technical bulletins
 17 that came from industry bodies such as the BCA, the
 18 Building Control Alliance, or CWCT?
 19 A. No.
 20 Q. Now, your specialism was in what I think you describe as
 21 the front end of the façade business. By that, do you
 22 mean that you were focused on the client side of the
 23 façade industry?
 24 A. It's really -- the front end is what I would call
 25 seeking out opportunities to tender. There's quite

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1 often an ultimate client that we won't have any
 2 connection with, our client tends to be a main
 3 contractor or a principal contractor such as Rydon,
 4 for example, so I would be pursuing companies such as
 5 those, as well as sometimes early doors things like with
 6 architects. Yeah.
 7 Q. So is it fair to say that your focus would be on
 8 obtaining new work and developing relationships with
 9 clients who might then provide work in the future in
 10 order to promote Harley?
 11 A. Absolutely correct, yeah.
 12 Q. And to do that, you would liaise with companies that sat
 13 both above and below Harley in the supply chain; is that
 14 right?
 15 A. Correct, yeah.
 16 Q. Now, from about 2011, is it right that you worked
 17 exclusively full-time for Harley?
 18 A. I think that was probably about right, yeah. I can't
 19 remember the exact year, but it was somewhere around
 20 that time, yeah.
 21 Q. Was there a formal contract under which you were
 22 retained to work for Harley?
 23 A. No.
 24 Q. How were you remunerated?
 25 A. There was a small retainer, and then everything else was

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1 commission-based, which was based -- a value on the
 2 contract value, on the order value, as it were.
 3 Q. As at 2013, what was that commission, or what were the
 4 commission arrangements?
 5 A. Well, I think it changed, because I think originally for
 6 the first, I don't know, 15 years or so of
 7 self-employment I worked for multiple companies, not
 8 just Harley, so in the early days of Harley they were
 9 doing much smaller jobs, so there was a sliding scale.
 10 I can't remember the exact detail, because Ray and I go
 11 back a long way -- that's Ray Bailey -- so it was very
 12 much a sort of handshake, but from memory I believe it
 13 was somewhere from 1% to 2.5% of the contract value,
 14 depending on what that value was, and I honestly can't
 15 remember those values. Later on that changed. Because
 16 Harley's job size became larger, there was an agreement
 17 that it just became a straightforward 1%.
 18 Q. What commission did you earn on the Grenfell --
 19 A. I think there was --
 20 Q. I'm sorry, go ahead. I interrupted you. Please
 21 continue.
 22 A. On one occasion, from memory again I'm going, there may
 23 have been a lower percentage than 1, if margin was
 24 particularly tight or something like that. But, yeah,
 25 on Grenfell, to answer your question, it was 1%.

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1 Q. 1% of the total contract value to Harley?
 2 A. That's 1% of the approximate £2.6 million, so it would
 3 have been £26,000.
 4 Q. Right. So is it fair to say that you generally had
 5 a strong incentive to find and bring in potential
 6 subcontracts for Harley?
 7 A. I think I would have had the same incentive whether it
 8 was commission-based or salary-based, because I'm still
 9 in the industry now on a salary, and I have the same
 10 incentive. So that's never changed.
 11 Q. I would like to turn to the contract which you describe
 12 in paragraph 12 of your statement. Can you please be
 13 shown that, {HAR00010159/3}, please. Paragraph 12, at
 14 the bottom of the page there, you say:
 15 "As I have indicated above, my involvement in the
 16 Grenfell Tower project was focused on the
 17 pre-contractual stage of Harley's involvement, which
 18 lasted around 18 months. I have had a number of emails
 19 shown to me, which show that I was involved in the
 20 project between April 2013 and around April 2016.
 21 However, my main role was in securing Harley's
 22 involvement in that project in the months leading up to
 23 the issuing of a letter of intent by Rydon Limited
 24 ('Rydon'). Once this had been done, I handed over
 25 responsibility as the main point of contact at Harley to

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1 Daniel Anketell-Jones and Robert Maxwell."
 2 Is it fair to say that your role --
 3 A. Yeah.
 4 Q. -- was focused on obtaining and negotiating
 5 a subcontract with whoever got the main contractor role
 6 for the cladding work on Grenfell Tower?
 7 A. That's correct.
 8 SIR MARTIN MOORE-BICK: Sorry, Mr Millett, pause a second.
 9 Can we have Mr Harris back.
 10 Can I just ask the technical people that, as a rule,
 11 we want Mr Harris on the screen all the time unless he's
 12 actually being asked to look at a particular section of
 13 a document.
 14 MR MILLETT: Yes. I think, Mr Chairman, the document that
 15 I'm asking him to look at, he will need to speak to, and
 16 may need to have on the screen in front of him and us
 17 while he's giving his evidence, so it may not be
 18 possible to remove the document immediately I've shown
 19 it to him.
 20 SIR MARTIN MOORE-BICK: I just want to check one thing
 21 before we go on.
 22 Mr Harris, you, I think, will have in front of you
 23 a written copy of your statement. Is that right?
 24 A. That's correct, yeah.
 25 SIR MARTIN MOORE-BICK: Okay. So just for Mr Millett's

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1 benefit, he knows that you can read the relevant passage
 2 even if it's not on the screen. I think it's important
 3 that we see you, Mr Harris --
 4 A. That's correct, I have that here in front of me.
 5 SIR MARTIN MOORE-BICK: Yes. I think it's important that we
 6 see you when you are actually speaking to us and to the
 7 room at large and to those who are watching on other
 8 remote platforms.
 9 Now, I don't know whether that affects the way you
 10 ask your questions.
 11 MR MILLETT: No, it doesn't, Mr Chairman, so far as his
 12 statement is concerned, but when it comes to documents
 13 which aren't in front of him in paper form --
 14 SIR MARTIN MOORE-BICK: Well, we will deal with those as
 15 best we can.
 16 MR MILLETT: -- very shortly, I think.
 17 Can I ask you to look at paragraph 10 of your
 18 statement at page 3 {HAR00010159/3}.
 19 A. Okay. I'll have to put my glasses on to do that.
 20 Q. It can be put up on the system, page 3, paragraph 10.
 21 A. Yeah.
 22 Q. You say there, in the second line:
 23 "One route was to contact contractors and ask to be
 24 placed on their databases."
 25 Was Harley on Rydon's database?

13

1 A. Yes.
 2 Q. Do you remember when Harley got on to Rydon's database?
 3 A. I don't, but it must have been prior to the
 4 Chalcots Estate project, so at a guess -- I don't
 5 know -- the early 2000s. I couldn't be specific on
 6 an actual date.
 7 Q. Now, it's right to say that Harley never received
 8 a final formal written contract from Rydon for their
 9 work in relation to the Grenfell Tower project, isn't
 10 it?
 11 A. That's correct, yeah.
 12 Q. Can I show you paragraph 27 of your statement at page 6
 13 {HAR00010159/6}.
 14 A. Yeah.
 15 Q. Now, you say there:
 16 "On 25 July 2014 I received an email from
 17 Zak Maynard of Rydon, which had a draft letter of intent
 18 ('LOI') attached to it for the instruction of Harley as
 19 the cladding subcontractors on the Grenfell Tower
 20 project. That LOI authorised £30k of work in order to
 21 enable Harley to commence the design phase."
 22 Now, is it right that the LOI your referring to is
 23 the draft undated letter of intent between Rydon and
 24 Harley which you received on 25 July 2014?
 25 A. I believe that's correct, yeah.

14

1 Q. I will show you the document, it's {HAR00000120}. Is
 2 that the document?
 3 A. Yes, it appears to be, yeah.
 4 Q. Thank you.
 5 Can we then look at {RYD00013524/1}, please. This
 6 is an email to you of 25 July 2014, as you can see, from
 7 Zak Maynard at Rydon, copied to Simon Lawrence and
 8 Simon O'Connor, which attached the letter of intent and
 9 a series of appendices.
 10 That's when it came to you. Do you accept that?
 11 A. Yes.
 12 Q. Now, if I can show you paragraph 28 of your statement,
 13 page 7 {HAR00010159/7}, you say there:
 14 "On 16 September 2014 Zak Maynard sent Harley
 15 a further email, in which he effectively extended the
 16 LOI to authorise the full scope of works quoted by
 17 Harley. In the end, Harley never received a formal
 18 subcontract, but proceeded to complete the work on the
 19 basis of the terms set out in the LOI."
 20 Is this the email at, let me show it to you,
 21 {HAR00001069}? Is that the email you're referring to?
 22 A. Yes, it looks to be, yeah. I think it is, yeah.
 23 Q. You say that Harley proceeded to complete the work on
 24 the basis of the terms set how in the LOI in your
 25 statement --

15

1 A. Yeah.
 2 Q. -- which I've just shown you. Is it fair to say,
 3 therefore, that in the absence of a written contract,
 4 you understood the letter of intent effectively to
 5 define Harley's contractual responsibilities in relation
 6 to this subcontract?
 7 A. Yes.
 8 Q. Can we look, then, at the letter of intent and ask you
 9 to go back, please, to {HAR00000120/3} first of all, and
 10 then over to page 4 {HAR00000120/4}.
 11 At the bottom of page 3 you will see that Rydon say:
 12 "We would be grateful if you could acknowledge your
 13 acceptance of the terms set out in this Contract by
 14 signing and returning the enclosed duplicate by return."
 15 You will see that Rydon sign it under the hand of
 16 Simon Lawrence there.
 17 Now, we can't find any signed version of this
 18 document. Do you know whether this LOI was in fact ever
 19 signed by Harley?
 20 A. I don't know, is the honest answer. It wouldn't have
 21 been signed by me anyway, so it would have been signed
 22 by the managing director, so I honestly don't know.
 23 Q. It would have been signed by the managing director?
 24 A. Yes.
 25 Q. So is that Ray Bailey?

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1 A. Yes, that's correct.
 2 Q. Can you explain why there was never any signed version?
 3 A. No.
 4 Q. Now, you say at paragraph 28 of your statement
 5 {HAR00010159/7} -- and I don't need to take you back to
 6 it -- that Harley never received a formal subcontract,
 7 but it looks from this document that Harley did in fact
 8 receive a formal document signed by Rydon but never
 9 signed it and sent it back.
 10 To the best of your recollection, is that correct?
 11 A. Well, this -- I don't think the full contract ever
 12 arrived. This was a letter of intent, and then
 13 obviously the email that followed extending the value of
 14 the letter of intent to the full contract value, but the
 15 actual contract itself to my knowledge never arrived.
 16 I would have to say that, at that stage, for Harley,
 17 having carried out two previous projects with Rydon,
 18 there was an established relationship, so we weren't too
 19 concerned at the time because, under the letter of
 20 intent, work had started and Rydon were paying. So
 21 I think there was not a concern at that stage of having
 22 no contract in place, albeit that we did chase them up
 23 for the contract, but they never got it across to us.
 24 So, yeah, we operated on a letter of intent, which
 25 is not the first time that had happened, that's happened

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1 lots of times.
 2 Q. Right.
 3 In your last answer you said something which I am
 4 afraid was inaudible in this room to all of us. You
 5 said you had carried out two previous projects with
 6 Rydon "and there was a [something] relationship". Can
 7 you just tell us what you said?
 8 A. I think I said "established relationship".
 9 Q. Established relationship, thank you. Yes.
 10 Now, let's just trace through briefly what happened
 11 in these negotiations, and I'll just pop some documents
 12 in front of you and we will run through them.
 13 First, {RYD00013679}, please. This was an email
 14 under which you acknowledged receipt of the 25 July
 15 letter of intent, and you say here you would read
 16 through everything and send a formal acknowledgement in
 17 due course.
 18 Then if you go to {RYD00014231}, please, this is
 19 an email of 31 July 2014 in which you send Zak Maynard
 20 at Rydon a series of queries, as you can see there. So
 21 just looking at that, it looks like you did read through
 22 the documents and understand them and come back to him.
 23 I think the upshot at the end of that was that you
 24 were prepared to commit Harley to starting the design
 25 phase without a formal contract being in place because

18

1 of what you call the long-term or established trading
 2 relationship; is that correct?
 3 A. It is, yeah.
 4 Q. Now, let's go to {RYD00016422}. This is an email
 5 exchange between you and Zak Maynard between
 6 22 and 27 August. It's a chain which starts at the
 7 bottom with the 31 July email we've just looked at, and
 8 runs up through 22 August, "Comments below" from
 9 Zak Maynard, and then the next one up, you ask him,
 10 "When do you think the contract docs will be ready".
 11 Zak Maynard, 22 August, "Comments" and then 27 August:
 12 "All looks ok, I've confirmed the same below in blue
 13 for the record.
 14 "When do you think the contract docs will be ready
 15 for issue?"
 16 Do you see that?
 17 If you go to {RYD00016429}, Zak Maynard comes back
 18 to you on the same day and says:
 19 "Mark
 20 "Thanks.
 21 "We received our Contract yesterday ..."
 22 Mr Maynard told us that that was the main contract
 23 between Rydon and the TMO:
 24 "... so the Letter of Intent can be extended to your
 25 full order value.

19

1 "I will get official documentation out to you
 2 shortly.
 3 "It appears you remain registered as self billing on
 4 our system ..."
 5 Is it right that, as a result of that, Harley's
 6 design work thereafter proceeded?
 7 A. Yes.
 8 Q. I think it's right to say, and you have told us earlier
 9 this morning, that you didn't in fact get the formal
 10 documentation that Zak Maynard promised?
 11 A. Correct.
 12 Q. And therefore you sent a further email, as we can see,
 13 on 16 September 2014, {HAR00001069}. 16 September, from
 14 you to Zak Maynard, second email down, do you see that?
 15 You say there:
 16 "In order to maintain programme, we need to place
 17 special dyes and bar length material on order by the end
 18 of the week.
 19 "As we stand, we only have authority for £30k
 20 design. We will either need an increase in the value of
 21 the LOI, or the sub contract in place as soon as
 22 possible please.
 23 "The approx value of metal and dyes is £325k."
 24 Zak Maynard replies saying:
 25 "Please treat this email as official confirmation

20

1 that the Letter of Intent has been increased to the full
2 value of your Appendix A Ascertainment of Lump Sum
3 Price - £2,617,495."

4 Despite Mr Maynard's promise, I think it's right,
5 and we have established, that there was no formal letter
6 sent by Rydon to be signed by Harley and returned, was
7 there?

8 A. That's correct.

9 Q. And I think there were discussions about this draft,
10 which we will come back to, but you never actually
11 signed any final formal contract; that's right?

12 A. That's correct.

13 Q. Did Harley routinely, to your knowledge at the time,
14 enter into £2.6 million-odd contracts without signing
15 a formal final written contract?

16 A. No, not as a rule. I think there are jobs that had
17 started under a letter of intent. There's an awful lot
18 of industry press about letters of intent and are they
19 actually worth the paper they're written on, because
20 a letter of intent did in theory reflect the main
21 contract terms. I've seen letters of intent over the
22 years which are one-liners. It really depends who
23 you're dealing with and whether you have an established
24 relationship as to how far you go on trust.

25 In the case of Rydon, we were comfortable because of

21

1 the established relationship that I touched on earlier,
2 and we didn't see this as a concern.

3 Q. Is that why you didn't chase up a formal signed contract
4 executed by both Rydon and Harley?

5 A. Well, I think I had done, and what this won't record
6 obviously is phone calls that happened as well. I can't
7 answer why Rydon didn't send it through. Maybe they
8 were too busy. I really don't know. But, yeah, I can't
9 explain it.

10 Q. Right. Just to push the point, you never chased up
11 a formal signed contract from Rydon, did you?

12 A. Other than the emails that exist and phone calls that,
13 you know, I've no way of proving --

14 Q. Right.

15 So, so far as Harley were concerned, so far as you
16 were concerned, were you happy to proceed on the basis
17 that the terms of the LOI as agreed in July and August
18 between you and Mr Maynard represented the final form of
19 contract on the basis of which Harley was to provide its
20 services?

21 A. Yes.

22 Q. Now, let's just turn to the letter of intent itself,
23 {RYD00013524}. This was the letter of intent as amended
24 later.

25 A. Yeah.

22

1 Q. If we just go to that, there is the email, it's clear
2 that there were some appendices, as we've seen.

3 Now, the incorporation of those appendices wasn't
4 changed by the amendments that we later saw, was it?

5 A. I don't believe so.

6 Q. And it looks as if no Harley director or senior
7 executive was involved in the negotiations; it was left
8 really to you and Zak Maynard, wasn't it?

9 A. Yeah.

10 Q. Did you get Harley board authority or Ray Bailey's
11 authority, even informally, to conclude the LOI on these
12 terms?

13 A. I would have done, yeah. I mean, Harley as a business
14 was not a large company, so we were all in one office,
15 so there were lots of -- it was very easy to have verbal
16 conversations from desk to desk, as it were, and
17 I certainly would not have been doing that without
18 authority.

19 Q. Whose authority did you get to sign off on the LOI so
20 far as you did?

21 A. It would have been Ray Bailey.

22 Q. Right. Do you remember having a conversation with him
23 about it, or are you just assuming that that's the case,
24 doing the best you can?

25 A. Yeah, that's assuming the best I can, because, you know,

23

1 there were conversations of that kind all the time,
2 so ...

3 Q. Right.

4 Now, can I ask you to look at {HAR00005899}, please.

5 This is an email sent from you, I think, to
6 Simon Lawrence at Rydon on 28 July 2014 --

7 A. Yeah.

8 Q. -- which was the Monday after the July letter of intent
9 was sent, in other words the first version of that
10 before the discussion about the amendments to it. You
11 say:

12 "We are starting to receive emails direct from Bruce
13 regarding detailing and product selection etc. I wanted
14 to check with you (to ensure we operate correctly with
15 regards to contractual etiquette) whether this
16 information should in fact be coming through Rydon?"

17 Then you go in the next paragraph but one and say:

18 "Obviously we have only just received the formal
19 design order, so until we hold an internal hand-over
20 there is no Harley designer officially appointed to the
21 job, hence we are in that in-between stage for a couple
22 of days!

23 "We are intending holding a hand-over this week,
24 probably Wednesday, but I will write and let you know
25 who will be leading the design side immediately

24

1 following hand-over.”
 2 Would it be normal for no Harley designer to have
 3 been appointed up until the contract was concluded?
 4 A. Yeah, I mean, there would be a design involvement from
 5 the early stages, but no designer was officially
 6 appointed to the project because we would not have been
 7 under instruction. So, you know, through the process of
 8 the months before when there would have been design
 9 things looked at, it could have been any number of
 10 different designers at Harley looking at things at any
 11 given time. But up to the point that you then,
 12 you know, become officially under contract, at that
 13 point there would be a team officially appointed to the
 14 job.
 15 Q. When were you, do you think, officially under contract?
 16 A. I think for me it would be -- we would start mobilising
 17 from the point of view of getting the original letter of
 18 intent.
 19 Q. I see. So 25 July onwards?
 20 A. Yeah.
 21 Q. I see. So are you saying that from 25 July onwards
 22 design was effectively starting?
 23 A. Yes.
 24 Q. And that would mean that you would need to have
 25 a designer involved?

25

1 A. Yes.
 2 Q. Who was the designer who was involved from 25 July?
 3 A. I think it was probably Daniel, but I can't remember
 4 specifically. It could have been Mark, could have been
 5 Daniel. Probably one of those two, I would think.
 6 Q. I see.
 7 Do you remember whether there was a delay in getting
 8 a designer on to the job following the receipt of the
 9 first draft of the letter of intent on 25 July?
 10 A. I can't recall.
 11 Q. Can I ask you to go to -- I'm sorry, your answer was
 12 taken down as "inaudible", and I'm not sure I heard it.
 13 I think I heard, "Not sure" but ...?
 14 A. I can't recall whether there was a delay.
 15 Q. You can't recall.
 16 Can I ask you to look at {RYD00013922}, please. We
 17 can see Mr Lawrence's response to this query and he
 18 says, "Hi Mark". This is 28 July:
 19 "As we've now done the deal we can get going. I've
 20 told Bruce that it is now ok to contact you direct about
 21 design but I am to be copied in. I expect you to flag
 22 any design changes that have time and cost implications
 23 so we don't over design anything."
 24 Did you understand from this email that you were
 25 able to discuss matters, design matters in particular,

26

1 with Studio E, provided you were keeping Simon Lawrence
 2 copied in?
 3 A. Yeah, that's fairly standard protocol. I think we
 4 always would check those things out, that we get the
 5 authority from the main contractor. At the end of the
 6 day, we are in contract with Rydon and we would need
 7 their authority. There's a protocol with these things.
 8 So prior to entering into dialogue with Studio E, we
 9 would just get Rydon's authority to do that.
 10 Q. In the light of what you have told us this morning, did
 11 the words that Mr Lawrence used, "As we've now done the
 12 deal", indicate to you that, as far as you and he were
 13 concerned, Harley were now under subcontract to Rydon?
 14 A. Yes.
 15 Q. Even though there were still amendments to be thrashed
 16 out?
 17 A. Yes.
 18 Q. Did you pass Mr Lawrence's instruction on to anybody
 19 else at Harley, namely --
 20 A. Well, they were all copied in, so ...
 21 Q. Right. Well, we can see that Daniel was copied in;
 22 I assume that that's Daniel Anketell-Jones?
 23 A. Correct.
 24 Q. At this stage, of course, Kevin Lamb hadn't been
 25 appointed, had he?

27

1 A. It looks that -- yeah, I had -- yeah, I don't know when
 2 Kevin came on board, but yeah, by the looks of that, he
 3 wasn't involved at the stage.
 4 Q. Do you remember whether Kevin Lamb was told that he had
 5 to keep Simon Lawrence copied in on any matters which he
 6 was discussing with Studio E?
 7 A. No, I wouldn't have been involved in that.
 8 Q. All right.
 9 When Mr Lawrence asked you to flag up any design
 10 changes that have time and cost implications, did you
 11 understand that the reverse was also true, in other
 12 words that you didn't need to flag up any design changes
 13 that didn't have an implication in respect of time and
 14 cost?
 15 A. I'm not sure I quite understand the question there.
 16 Q. Well, let me try it a different way.
 17 You are told by Mr Lawrence to flag up any design
 18 changes that have time and cost implications. Did you
 19 understand from that that you only had to flag design
 20 changes that had time and cost implications as opposed
 21 to all design changes?
 22 A. Yes. Yeah, I think so.
 23 Q. Now, we can see that on 31 July you sent an email to
 24 Simon Lawrence at {HAR00005406}, please. You can see
 25 there that you say:

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1 "Hi Simon
 2 "Lead designer will be Dan Anketell-Jones, with
 3 brother Sam co-ordinating in the drawing office. We are
 4 yet to appoint a project manager, but Rob will advise on
 5 this in due course.
 6 "Now that we are officially under way, could
 7 I suggest that emails regarding the design phase are
 8 sent to Dan, but copied to Rob and Sam.
 9 "I will deal with the commercial items with Zak."
 10 So is it fair to say that the only things that were
 11 outstanding effectively were what you called the
 12 commercial items?
 13 A. Yeah, I mean, commercial items that I would deal with
 14 are typically -- with main contractors over the years
 15 would typically be payment terms, retentions, liquidated
 16 damages, insurance details, those sort of things that
 17 I would deal with.
 18 Q. Yes, and you say, "Lead designer will be
 19 Dan Anketell-Jones", was there or had there at that
 20 point been a meeting or discussion with
 21 Dan Anketell-Jones under which he was actually
 22 appointed?
 23 A. There must have been an internal meeting, yeah.
 24 Q. Were you present at it?
 25 A. I can't remember.

29

1 Q. Were you told about it?
 2 A. I can't remember, I'm afraid.
 3 Q. Can I just show you what Mr Anketell-Jones says about
 4 that in his statement, {HAR00010149/2}, please. I want
 5 to show you paragraph 10.
 6 A. Yeah.
 7 Q. He says:
 8 "In respect of the Grenfell project, I was
 9 temporarily made lead Harley contact for Rydon (the main
 10 contractor) at the end of July/beginning of August 2014,
 11 this was because no one else was available. Rydon was
 12 told I was the Project Designer; however, this was only
 13 intended to reassure them whilst a project team was
 14 pulled together. My primary role was to appoint an
 15 external designer as I did not have the capacity to take
 16 on the project. It was not unusual for Harley to bring
 17 in external designers to work on projects when there was
 18 not enough internal design resource and this happened on
 19 a number of projects."
 20 Is what Mr Daniel Anketell-Jones is saying there in
 21 his statement correct so far as you are concerned?
 22 A. I think it's reasonably correct, yeah. I'll keep the
 23 answer short, but in the industry in which we work,
 24 workload is always uncertain. We can never be sure of
 25 what we're going to procure, and that's the world we

30

1 live in, and because of that you can't just have
 2 designers sat there doing nothing. So you have to use
 3 resource where you have to use it, and sometimes
 4 resource levels are not sufficient internally, so in
 5 that -- in the case of Grenfell, Kevin was brought on
 6 board. But in terms of how that was done, who was doing
 7 it, that will all have been matters for other people.
 8 I wasn't involved in the design office, so I wouldn't
 9 have been involved in those decisions. But, yeah,
 10 I think what Daniel says is relatively correct.
 11 Q. Why didn't you tell Simon Lawrence that
 12 Daniel Anketell-Jones was simply a stopgap while you
 13 found an external designer?
 14 A. I probably wasn't told that.
 15 Q. Right.
 16 Is it fair to say that the reason that you hadn't
 17 yet appointed a project manager was that Harley was
 18 still looking at how to resource the project
 19 appropriately?
 20 A. I'm sure that's correct, yeah. I mean, again, it
 21 wouldn't have been for me to appoint anybody to the job.
 22 Q. Right.
 23 A. At that stage there was a contracts manager and that
 24 would have been for him to assess resource availability.
 25 So that would have been that situation right then.

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1 Q. Do you know what discussions regarding product
 2 specification were had between Rydon and
 3 Daniel Anketell-Jones during this temporary period that
 4 he describes?
 5 A. Not specifically, no.
 6 Q. Is it fair to say that, prior to the designer being
 7 appointed, any discussions regarding product
 8 specification were held by Rydon with you and Ray Bailey
 9 rather than with a Harley person with design
 10 qualifications?
 11 A. It would have been -- yeah, it would have been myself,
 12 Ray, the estimator at that stage, but if there were
 13 things that needed checking, it would not have been
 14 unusual for the technical manager to also have
 15 an involvement. So, yeah, it would have been -- and
 16 of course the supply chain as well, so multiple people
 17 involved in that process.
 18 Q. Now, I want to turn to a slightly different topic, which
 19 is your initial involvement in the Grenfell Tower
 20 project, which goes back to early in 2013, so some
 21 18 months in time before what we've just been looking
 22 at, Mr Harris.
 23 Can I take you first to paragraph 11 of your witness
 24 statement, please, page 3 {HAR00010159/3}. You say
 25 there in the second sentence, second and third line:

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1 "To the best of my recollection Harley first became
2 aware of the Grenfell Tower project when a fabricator
3 called CGL Systems Limited ('CGL') provided me with
4 information about the project, and about the possibility
5 of being involved in the façade aspect of the project,
6 CGL had been a supplier to Harley on previous projects,
7 therefore there was already an established
8 relationship."

9 Just to be clear, CGL, I think Mr Bailey told us
10 during his evidence, was a fabricator; is that right?

11 A. That's correct, yeah.

12 Q. And they fabricated rainscreen materials or products for
13 use on Harley subcontracts.

14 A. They did. I think originally CGL was Composite Gutters
15 Limited, so I think originally that's where they started
16 life, but then developed their range of services over
17 the years, which then incorporated cladding products.
18 So they weren't a manufacturer of sheet material, as it
19 were, but they were a fabricator and Harley -- I can't
20 remember the jobs, but Harley had certainly worked with
21 CGL.

22 Q. Now, can I look at the email to which you are referring.
23 It's {HAR00005352}.

24 This is an email from Jason Tisbury at CGL of
25 25 April 2013 to undisclosed recipients.

33

1 A. Yeah.

2 Q. This was at a very early stage in the Grenfell Tower
3 project, wasn't it?

4 A. Yes.

5 Q. Was this the first time you had heard of the
6 Grenfell Tower project?

7 A. I believe that's correct, yeah.

8 Q. Right.

9 Did CGL give you any further information beyond what
10 we can see in this email?

11 A. I don't think so. I mean, it's quite commonplace for --
12 manufacturers or fabricators will be out in the
13 marketplace themselves trying to create opportunity, so
14 getting this sort of email is, you know, quite typical
15 of what I receive during any given week, and it -- the
16 manufacturer or fabricator will have done a little bit
17 of work, but then they're keen to pass it on to other
18 people, such as Harley, for us to see whether we can
19 develop it.

20 Q. So I think the answer is: no, CGL didn't give you any
21 further information beyond what's in this email?

22 A. Correct.

23 Q. Can you please go to {SEA00007603}, please. This is
24 an email you sent to Bruce Sounes of Studio E later the
25 same day, 25 April 2013:

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1 "Dear Bruce

2 "Following up on the contact from Jason at CGL, this
3 is just a quick email to confirm our interest in the
4 proposed over-cladding scheme for Grenfell Tower.

5 "Over-cladding tower blocks is very much what we do,
6 and specifically in London, hence our keen interest in
7 Grenfell.

8 "I've attached a small selection of tower block
9 project info sheets, and would welcome the opportunity
10 of meeting up with you to talk through your
11 requirements.

12 "I look forward to hearing from you."

13 Would it be normal in your experience for you to
14 reach out to an architect in this way?

15 A. Yes.

16 Q. And is it fair to say that you were drawing attention to
17 Harley's specialisation as a cladding subcontractor on
18 this project?

19 A. Yes.

20 Q. I don't think you got a response to this email from
21 Mr Sounes until September 2013, did you?

22 A. I can't recall.

23 Q. Right.

24 Now, we can see from this that you have attached
25 a number of tower block project information sheets.

35

1 Those included a range of projects, including the
2 Chalcots Estate.

3 A. Yeah.

4 Q. Can we just quickly turn that up. {SEA00007605},
5 please.

6 Do you recall that this was one of the photographs
7 or pieces of information --

8 A. Yes.

9 Q. -- that you sent -- yes.

10 Why did you include these images or this image of
11 previous projects?

12 A. To show examples of other tower block projects that had
13 been overclad.

14 Q. I think you also included information sheets for
15 Clements Court, Hounslow, and Castlemaine Tower in
16 Wandsworth?

17 A. Correct.

18 Q. It's right, I think, that all three of those projects
19 used ACM rainscreen panels, didn't they?

20 A. Certainly Chalcots did and certainly Clements Court did.
21 I would have to hesitate on the other project. It was
22 probably ACM, but I can't actually remember.

23 Q. Right. Is that because Harley had only done residential
24 high-rise overcladding products using ACM as rainscreen
25 material and not, for example, zinc or Rockpanel?

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1 A. Harley had predominantly used ACM. There were four
 2 blocks done in Croydon in a solid 3-millimetre aluminium
 3 cassette system, and that's not ACM, but I think all the
 4 others predominantly were ACM.
 5 Q. Right, so not zinc, not Rockpanel?
 6 A. No, we had used zinc, but not on a tower block project,
 7 but never used Rockpanel.
 8 Q. Thank you.
 9 Can I ask you to go, please, to {CEP00049719}. This
 10 is an email from Deborah French of 13 May 2013 to
 11 Neil Wilson, Geof Blades and Roy Fewster at CEP,
 12 forwarding a BBC report referring to ACM in the UAE, and
 13 she attached a picture. I'll show this to you. She
 14 says:
 15 "As you may be aware there had been some reports via
 16 BBC concerning a fire on a building in UAE regarding
 17 ACM.
 18 "As a business we are aware of this report and our
 19 technical team are following the details, but in the
 20 meantime I wanted to add some thoughts that may help if
 21 you get questions from your customers/clients etc.
 22 "Regarding the supply of Reynobond in the UK, as you
 23 know we supply both PE and FR core and can control and
 24 understand what core is being used in all projects due
 25 to the controlled supply route we have. By only

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1 supplying Reynobond to a very small group of Approved
 2 Fabricators and working very closely with them on all
 3 projects we are able to follow what type of project is
 4 being designed/developed and then offer the right
 5 Reynobond specification including the core."
 6 "At this stage we will continue to offer both PE &
 7 FR core and continue the close working relationship we
 8 have with our Approved Fabricators to make sure the
 9 right technical support, Reynobond Specification and
 10 Materials are being used and installed on Reynobond
 11 Projects.
 12 "Many thanks for making me aware of the reports and
 13 for your continued support."
 14 Were you aware yourself at the time of high-rise
 15 fires in the UAE involving ACM?
 16 A. No.
 17 Q. Were you made aware of this email or the contents of
 18 this email in any of your discussions with Geof Blades
 19 or indeed anybody else at CEP?
 20 A. Absolutely not.
 21 Q. I'm sorry, could you repeat that? We didn't hear that.
 22 A. Absolutely not.
 23 Q. Were you aware that the fire performance of ACM would or
 24 might differ considerably depending on whether a PE or
 25 an FR core was used?

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1 A. No.
 2 Q. Were you aware that Reynobond ACM could be supplied with
 3 either a PE or an FR core?
 4 A. No.
 5 Q. No? Right.
 6 A. No.
 7 Q. I'll come back to that later on, but you weren't aware?
 8 A. No.
 9 Q. During the time of the project, did you ever become
 10 aware that Reynobond ACM panels were available in either
 11 PE or FR?
 12 A. No.
 13 Q. It would follow from that, I suppose, that you never had
 14 any discussions with Geof Blades of CEP or
 15 Deborah French at Reynobond about whether a PE or FR
 16 core should be used on Grenfell Tower; is that right?
 17 A. That's correct.
 18 Q. Moving back in time, can I show you {HAR00010160},
 19 please. This is a document called sales/tender progress
 20 report.
 21 A. Yeah.
 22 Q. I think was generated by you, Mr Harris; is that
 23 correct?
 24 A. Correct.
 25 Q. Date initiated : 1 March 2013, project name:

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1 Grenfell Tower, Notting Hill, London Borough of
 2 Kensington and Chelsea.
 3 A. Yeah.
 4 Q. You have put the architect's name in there as well:
 5 Studio E.
 6 Can you describe the general purpose of this
 7 document?
 8 A. Yeah, it's an internal document that I created for any
 9 project that we were pursuing. So saved onto the Harley
 10 server you would find -- I don't know -- 200, 300, 400
 11 of these. Only a small amount end up being projects
 12 that you secure, but there would be one of these for
 13 every project that we pursued, whether won, lost or
 14 otherwise, and it's available to everybody to view, and
 15 it's, for want of a better word, a diary of events
 16 through the sales pre-contract stage. Just my own
 17 notes.
 18 For example, it's an aide memoire in many ways so
 19 that if you have spoken with somebody and then a month
 20 later you're having another conversation, I might just
 21 jot down some notes to remind me of what I said. So
 22 it's very much a diary.
 23 Q. A diary. So to summarise it, does it represent
 24 a contemporaneous account of the discussions you were
 25 having as you had them?

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1 A. Yeah. I mean, these -- I wouldn't say it's every single
 2 conversation. I was recording salient points. So,
 3 you know, there may have been, you know, a hundred other
 4 phone calls which were just quick phone calls between
 5 myself, Rydon, supply chain, which may not have been
 6 recorded, but the salient points would have been.
 7 Q. Now, we can see that the date of creation or initiation
 8 was 1 March 2013, and if we go to page 2
 9 {HAR00010160/2}, we can see the first entry on that
 10 date:
 11 "Abi report found, tower block refurb scheme, very
 12 suitable for Harley. Drawings have been downloaded from
 13 planning portal. Abi states the name of the preferred
 14 contractor as Leadbitter. MAH [that's you] intro email
 15 sent to Colin Chiles, Project Director at Leadbitter."
 16 So is it fair to say that in fact you became aware
 17 of this project even prior, even before being contacted
 18 by CGL in April, as we saw?
 19 A. It appears so, that's correct, yeah.
 20 Q. So your evidence earlier that the first you heard of the
 21 project is when you got Jason Tisbury's email on
 22 25 April 2013 is not correct, is it?
 23 A. That's right.
 24 Q. Right, so we have to correct that.
 25 So can we take it, then, that actually the first you

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1 heard of this project was on 1 March?
 2 It says, "Abi report found". Were you looking for
 3 this project at that date? Had you heard of it before
 4 then or ...?
 5 A. I would have been looking for projects generally. ABI
 6 is project data that you can buy, any contractor can buy
 7 project data, of projects that are typically found in
 8 the planning offices all over the country, and I would
 9 have been looking for typically tower block type schemes
 10 and then Grenfell would have appeared.
 11 Q. I see. How soon before 1 March would Grenfell have
 12 appeared on your radar, as it were, or was it on
 13 1 March?
 14 A. On my radar it probably would have been 1 March, if
 15 that's my first note.
 16 Q. Okay.
 17 Can you go back to page 1 {HAR00010160/1} and look
 18 at your initial assessment. Towards the bottom of that
 19 page you say, "This is a firm Harley lead".
 20 What was it that gave you the impression that this
 21 project, even at that stage, was a firm Harley lead?
 22 A. Because we'd found it. If in fact I was incorrect
 23 earlier with Jason Tisbury, which -- if he would have
 24 introduced it to us, it would have been a lead
 25 introduced to us by CGL, but in this case clearly I had

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1 found it myself, so it was a Harley lead rather than
 2 an external lead.
 3 Q. I see what you mean, but you say "firm Harley lead".
 4 What does that mean?
 5 A. Well, it's just a word, isn't it? You could remove
 6 that, it's a Harley lead.
 7 Q. I see. So you found it rather than anybody else; is
 8 that what you mean?
 9 A. Yes.
 10 Q. I see.
 11 We can move on, I think, in the document to
 12 23 August 2013, page 2 {HAR00010160/2}, please. It says
 13 there, after a gap of some four months:
 14 "Ojeu notice appeared on Abi update. This project
 15 appears to be live again, and has been advertised for
 16 tender, MAH email sent to Jonathan Rowlands at Rydon to
 17 ask if they are applying."
 18 What prompted you to ask Rydon if they were
 19 applying?
 20 A. Because we'd worked with them on other tower block
 21 projects, they were very active in that market, so
 22 I wanted to see whether they were interested in this
 23 project as well, and I guessed or assumed at the time
 24 that they would also be tracking it.
 25 Q. So does this -- I see. Did you send any messages to any

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1 other potential main contractors to ask if they were
 2 applying?
 3 A. I don't recall doing that.
 4 Q. Right. So is that because Rydon were a main contractor
 5 with whom you worked particularly closely historically?
 6 A. Yes.
 7 Q. We then see, shortly afterwards, an entry dated
 8 12 September. Do you see that?:
 9 "MAH email received from Bruce Sounes at Studio E
 10 Architects in response to MAH email back in April. He
 11 advised that the scheme is due out to tender during
 12 November, and he would appreciate assistance with
 13 material options, costs, and technical details. This is
 14 integral to 'de-risking' the project."
 15 I think we can see the email there. It's
 16 {SEA00008375}, please. It's in fact dated
 17 11 November 2013, the day before you made your note of
 18 the tender report, and he tells you:
 19 "Dear Mark,
 20 "The Grenfell project is moving again and I would
 21 like to arrange a meeting with you or someone from
 22 Harley to discuss options, costs and technical details.
 23 This is integral to us de-risking the project, which
 24 will be tendered some time in November. We're not the
 25 easiest place to get to so I'm happy to travel."

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1 There's a slight difference between the email and
2 your note. He says "options" and your note says
3 "material options". Is that how you read his email,
4 that when he said options he meant options in respect of
5 materials?

6 A. Yes.

7 Q. What did you understand Mr Sounes to mean by de-risking
8 the project?

9 A. I'm not sure.

10 Q. What information or assistance did you understand you
11 would be required by Mr Sounes to give him in respect of
12 options, costs and technical details?

13 A. These sort of meetings are quite typical. In fact, I've
14 had one pretty much identical in the last two days. So
15 these sort of things go on all the time where, because
16 at this stage it hasn't gone out to tender, there is no
17 main contractor involved, at this stage Studio E would
18 have been working for the client, and the client will
19 have presumably a cost planner somewhere, and they're
20 trying to get to a situation where they want to work out
21 what the options are, what can be done, and they're
22 after some guides, really.

23 So contractors such as Harley and lots of others
24 provide high-level information, is what I would call it
25 at this stage, budgetary advice, and that typically is

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1 based on other things you've done historically, because
2 that's where it would come from.

3 Q. And your motive, was it, was to assist, to try to put
4 Harley in as good a position as it could be for being
5 appointed the cladding subcontractor by the main
6 contractor when the tender came about?

7 A. Yeah, it's a foot in the door, yeah.

8 Q. Did you understand that Studio E was seeking Harley's
9 specialist expertise and advice on these matters and
10 would rely on Harley's input?

11 A. Yeah. I didn't think for a second it would only be
12 Harley, and we know they were talking to other people,
13 but, yeah, we felt that was part of the process, yeah.

14 Q. Now, moving forward in time, can we go to paragraph 14
15 of your statement, please, page 4 {HAR00010159/4}. You
16 say there, paragraph 14, page 4:

17 "Having been initially told about the Grenfell Tower
18 project by CGL [I think we have to correct that], our
19 first meeting with anyone formally involved in the
20 project was in September 2013, when Ray Bailey and I met
21 Bruce Sounes and Tomas Rek of Studio E Architects
22 Limited. This was a fairly informal initial meeting at
23 a restaurant in Hays Galleria in London. This was very
24 early on in the planning and design process. The
25 project had not yet been put out to tender, and planning

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1 approval had not yet been obtained for Studio E's
2 designs, although I believe that planning approval was
3 obtained shortly thereafter."

4 Did you discuss the strategy that you were going to
5 adopt with Ray Bailey at the meeting with him
6 beforehand?

7 A. I don't think so. I think it was just one of many
8 meetings we'd have attended of that nature, and at that
9 stage it could have been (inaudible) inevitably
10 revisited.

11 Q. Right.

12 A. And there wasn't a strategy.

13 Q. Can we look at {SEA00008692}, please. This is an email
14 from Tomas Rek of Studio E to you on 25 September 2013,
15 forwarding a number of preliminary drawings in advance
16 of the meeting which took place two days later on
17 27 September.

18 Do you remember what you did on receipt of these
19 documents?

20 A. I don't, but I imagine I would have circulated them
21 internally, because it wouldn't be me assessing that
22 type of information. So that could have been Ray, could
23 have been the technical manager, probably the estimator.
24 So, yeah, I will have shared that information
25 internally.

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1 Q. The technical manager was who, is that Mark Stapley?

2 A. No, that would have been Dan Anketell-Jones.

3 Q. Oh, I see. So you think Dan Anketell-Jones would have
4 seen these. And the estimator, that's Mike Albiston,
5 isn't it? Is that right?

6 A. That's correct, yeah. I can't swear that they saw them,
7 but that's typically what would have happened.

8 Q. Do you remember, therefore, that everybody at Harley who
9 was discussing or involved in this project at this time
10 would have been aware that Grenfell Tower was a building
11 over 18 metres in height?

12 A. Yes.

13 Q. I want to turn then to the subject of the cladding, and
14 particularly ACM. At paragraph 15 of your statement at
15 page 4 {HAR00010159/4} you describe the Hays Galleria
16 meeting. I just want to show you what you say there.
17 Paragraph 15, page 4, you say:

18 "The designs at that stage were based on cladding
19 Grenfell Tower in zinc, and I believe Studio E had
20 already spoken to a number of suppliers of zinc cladding
21 products. However, I believe that we had some
22 discussion at that stage about choice of materials.
23 Harley had worked on a number of other projects where we
24 had used other types of cladding materials including ACM
25 cladding. ACM is lightweight, available in an extensive

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1 range of colours and can achieve an aesthetic finish
 2 often preferred by architects and clients because it
 3 achieves a flat appearance when viewed from any angle.
 4 I believe we showed Bruce and Tomas a Harley brochure,
 5 which contained examples of other projects Harley had
 6 worked on, many of which featured ACM cladding. I know,
 7 both from the work Harley had undertaken, and from my
 8 general experience in the industry, that ACM was widely
 9 used, and it had never been suggested that there were
 10 any safety issues in relation to using ACM products."

11 Now, who at the meeting initially introduced the
 12 idea of ACM cladding as an option for Grenfell Tower?
 13 A. I honestly can't remember, but we had with us a Harley
 14 brochure and we were flicking through the pages, and my
 15 recollection is that as we came across different
 16 projects such as Ferrier Point and so on, the question
 17 was then asked: what did you clad those in? So ACM came
 18 up as part of the conversation.

19 Q. I see.
 20 As part of that conversation, did you discuss the
 21 two different systems, face-fixed or cassette?

22 A. I can't remember whether we did. Quite possibly. Quite
 23 possibly.

24 Q. Now, can I ask you to look at {ART00001487}. This is
 25 an email of 27 September, very shortly after that

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1 meeting, from Bruce Sounes to Phil Booth of Artelia and
 2 others at the TMO. He says:

3 "We met with Harley Curtain Wall this morning to
 4 discuss the project. They are very keen and have been
 5 tracking the project for some time. They are
 6 specialists in this type of project ... They pointed to
 7 Ferrier Point as a being very similar to Grenfell,
 8 although it is triple glazed and super insulated. We
 9 had forwarded them sample details and the elevation
 10 measure beforehand."

11 Then at paragraphs 1 and 2 -- at 1 he talks about
 12 your:

13 "... 'back-of-a-fag-packet' budget, based on the
 14 areas is 'around £3m' ..."

15 Do you remember that discussion?

16 A. Yes.

17 Q. At paragraph 2 he says:

18 "Their recurring experience is that budgets force
 19 clients to adopt the cheapest cladding option: Aluminium
 20 Composite Material (ACM), face-fixed. We have offered
 21 to forward a more detailed take-off so they can provide
 22 a more accurate budget. A Zinc Composite Panel is also
 23 available which is cheaper to install than a cassette."

24 Just on what I've shown you so far, does this email
 25 accord with your recollection of what was discussed at

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1 the meeting?

2 A. Yeah, I think so, generally speaking.

3 Obviously we wouldn't know details of their budget,
 4 having said that. I mean, he's referencing their
 5 stage D budget. We wouldn't have had access to that
 6 information.

7 Q. No, I understand that.

8 Was it your understanding -- well, let me ask this:
 9 what impression was given to you at the meeting in
 10 respect of the flexibility about the material choices at
 11 this stage?

12 A. I think we found it was as flexible as it ever is,
 13 I mean, when people are looking at options. I mean, we,
 14 going through the Harley brochure. We would have made
 15 it clear that, as an envelope contractor, we have
 16 installed many different things, and zinc would have
 17 been in there, terracotta, solid aluminium, all sorts of
 18 different things, but more predominantly ACM. But,
 19 yeah, as an envelope contractor, we are there to provide
 20 a service, and when we're asked a question, "What have
 21 you used?", we would have gone through all of those
 22 options as part of that discussion. But equally we had
 23 used zinc in the past, and if they wanted us to use zinc
 24 on this job, we would have used it.

25 Q. Did you express or did Mr Bailey express any preference

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1 for any type of product or any finish at this meeting?

2 A. I think all we would have said is that we had used ACM
 3 on more tower blocks than anything else, I think that's
 4 probably what we'd have said.

5 Q. Right.

6 Mr Sounes records you as saying, as I've shown you.

7 "Their recurring experience is that budgets force
 8 clients to adopt the cheapest cladding option: Aluminium
 9 Composite Material (ACM), face-fixed."

10 Was that in fact your experience?

11 A. Yes, and still is now. In 32 years of doing this job,
 12 I can't think of a job where -- budget is always
 13 an issue. I just can't remember in 32 years where
 14 budget hasn't been an issue.

15 Q. When you say "I can't think of a job where budget is
 16 always an issue", I think you mean was never an issue?

17 A. Yes.

18 Q. You can't think of a job where budget is never an issue,
 19 I understand.

20 Did you understand that Studio E would have been
 21 relying on Harley to present material options, options
 22 for materials, that were suitable for use on
 23 Grenfell Tower and only to do so, and not to present
 24 them with options that were unsuitable for use on
 25 Grenfell?

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1 A. Yes, I think that would follow.
 2 Q. At the time that ACM was raised as an alternative option
 3 to zinc, do you know what assessment had been done by
 4 you or by anyone else at Harley to determine whether ACM
 5 was a material choice for Grenfell Tower which complied
 6 with statutory requirements and industry guidance?
 7 A. I think that would have been based on an assumption,
 8 really, that because Harley had worked on multiple other
 9 tower block projects with ACM cladding, which would have
 10 been through a process of being assessed for suitable
 11 for those projects by all stakeholders, why would it be
 12 any different on Grenfell Tower?
 13 Q. So does it follow from that that there were no specific
 14 discussions between you and Studio E at this meeting
 15 about whether ACM cladding was suitable for a building
 16 of the height of Grenfell Tower?
 17 A. No.
 18 Q. Would you agree with this proposition: that of all the
 19 professionals working on the overcladding of
 20 Grenfell Tower, Harley were in the best position, as
 21 a specialist cladding subcontractor, to make
 22 an assessment of whether any of the materials used in
 23 the cladding system at Grenfell were compliant with
 24 statutory requirements and industry guidance?
 25 A. Well, I don't know that Harley were best placed; I think

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1 Harley were one of a number of organisations that would
 2 have made that assessment. Harley were not the
 3 manufacturer of the material, were not the fabricator of
 4 the material, were not the designer of the façade. So,
 5 no, that wouldn't just fall to Harley.
 6 Q. But Harley were well placed to do so, nonetheless,
 7 weren't they?
 8 A. I think Harley were well placed to give advice based on
 9 past experience, yes.
 10 Q. Based only on past experience or based on technical
 11 expertise?
 12 A. I think on past experience and technical expertise
 13 learnt from those past jobs.
 14 Q. Do you remember whether there was any discussion at this
 15 Hays Galleria meeting in respect or about the material
 16 for the insulation?
 17 A. I don't recall it.
 18 Q. Can I just show you what Mr Sounes says about that.
 19 A. Yes.
 20 Q. First of all, {SEA00014273/114}, paragraph 271 of
 21 Mr Sounes' Inquiry witness statement. He says there:
 22 "When I met Harley I believe I had a lingering
 23 uncertainty about PIR because this was a high-rise and
 24 I had not been involved in a high-rise before.
 25 I believe, but I cannot say for sure, that I asked

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1 Ray Bailey a question about the acceptability of using
 2 rigid foam insulation on a high-rise building, probably
 3 at the end of the meeting. If I did, I don't recall he
 4 provided a definitive response."
 5 Do you recall Mr Sounes raising this query at this
 6 meeting?
 7 A. No.
 8 Q. Now, Mr Sounes was asked about this in his examination
 9 by Ms Grange QC on Day 20. I just want to show you the
 10 transcript of that. That's {Day20/47}, please.
 11 (Pause)
 12 Yes, thank you. On page 47, lines 3 to 15, we can
 13 see the question and the answer. Mr Sounes said:
 14 "I believe I asked him about the acceptability of
 15 using a rigid foam, and I might not have mentioned it
 16 was Celotex.
 17 "We did discuss insulation in the round, because we
 18 discussed the assembly of the façade, the sequence, how
 19 it would all be supported. So in a general sense we did
 20 discuss insulation.
 21 "On reflection, I believe one of the reasons I might
 22 have been prompted to ask, not just any kind of
 23 lingering uncertainty, but I think we were shown several
 24 pictures of the Ferrier Point Tower under construction,
 25 and those in-progress construction you could quite

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1 clearly see were -- the insulation was mineral wool."
 2 Then he says at line 17:
 3 "That's in hindsight."
 4 Now, do you recall Mr Sounes asking about the
 5 acceptability of using a rigid foam insulation on
 6 high-rise buildings?
 7 A. I don't, I'm afraid.
 8 Q. Did you show Mr Sounes pictures of the Ferrier Point
 9 tower under construction?
 10 A. I may have done. It wouldn't have been unusual for me
 11 to have done something like that.
 12 Q. Do you remember what Mr Sounes was told about the
 13 Ferrier Point project at that meeting?
 14 A. I'm afraid I don't.
 15 Q. Can I ask you to look at {SEA00003497}. Do you remember
 16 whether you showed Mr Rek and Mr Sounes that picture at
 17 this meeting?
 18 A. I don't recall showing it to them, but as I said, it
 19 wouldn't have been unusual for me to have done something
 20 like that. So I may well have done, but I can't
 21 specifically remember.
 22 Q. Would you agree with me that it's clear from that that
 23 these images show there is mineral wool insulation being
 24 applied to the building?
 25 A. It appears to be, yeah.

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1 Q. It's clear from that, isn't it, do you think?
 2 A. I think so, yeah.
 3 Q. That doesn't prompt any recollection that you had
 4 a discussion about whether the insulation to be used
 5 should be mineral wool or rigid foam?
 6 A. No, sir, no, it doesn't.
 7 MR MILLETT: Right.
 8 Mr Chairman, I think that's probably an appropriate
 9 point to take the morning break.
 10 SIR MARTIN MOORE-BICK: Yes, very well, thank you.
 11 Well, as I said, Mr Harris, we're going to have
 12 a break during the morning. We will take it now.
 13 I think we will take just over 15 minutes, so I'm going
 14 to ask you to be ready to resume at 11.40, please.
 15 It's very important that I say this to you: that you
 16 should not discuss your evidence or any aspect of the
 17 matters which you're being questioned about while we're
 18 in the course of the break. Is that all right?
 19 THE WITNESS: Absolutely, yes.
 20 SIR MARTIN MOORE-BICK: All right. We will look forward to
 21 seeing you again at 11.40.
 22 THE WITNESS: Okay, sir, no problem.
 23 SIR MARTIN MOORE-BICK: 11.40, thank you.
 24 (11.22 am)
 25 (A short break)

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1 (11.40 am)
 2 SIR MARTIN MOORE-BICK: Right, hello again, Mr Harris.
 3 THE WITNESS: Hello, sir.
 4 SIR MARTIN MOORE-BICK: Yes, are you ready to carry on?
 5 THE WITNESS: Yes.
 6 SIR MARTIN MOORE-BICK: Good. Thank you very much.
 7 Yes, Mr Millett.
 8 MR MILLETT: Mr Chairman, thank you.
 9 Mr Harris, can I go back to an answer you gave
 10 earlier this morning, which is at {Day34/53:18} of the
 11 transcript, where I asked you whether, of all the
 12 professionals working on the overcladding of
 13 Grenfell Tower, Harley in the best position as
 14 a specialist cladding subcontractor to make
 15 an assessment whether the materials used in the cladding
 16 system were compliant. You said in your answer that
 17 Harley were not the manufacturer of the material, were
 18 not the fabricator of the material, and were not the
 19 designer of the façade.
 20 Now, when you say you were not the designer of the
 21 façade, that's not right, is it? Harley was the
 22 designer of the façade. That was one of the services
 23 that it was providing within its scope of work provided
 24 under the LOI, wasn't it?
 25 A. Yeah, Harley's design works are limited to once

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1 a decision has been made by -- a material gets
 2 specified, any façades contractor, their responsibility
 3 is to make those components fit the building. So
 4 they're not designing (inaudible) of the visual look of
 5 the building, it's a matter of making those components
 6 fit the building.
 7 Q. But do you --
 8 A. That's --
 9 Q. I'm so sorry. I interrupted you.
 10 A. No, that was it really.
 11 Q. Right.
 12 Do you accept that, as part of its contractual
 13 obligations in providing its services, Harley was
 14 contracted in to design the façade? That was part of
 15 its contract.
 16 A. It was part of the contract, but, yes, but that sounds
 17 like a blanket statement. It's specifically
 18 designing -- it's limited to taking the specified
 19 materials and getting them to fit on the building,
 20 because obviously at that stage there is a building sat
 21 there that needs cladding, and you have to clad it with
 22 materials that have been selected, so there has to be
 23 the associated design to make that fit, make it work,
 24 and that would be Harley's part.
 25 Q. Can you and I perhaps agree this far: when one needs to

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1 understand what the scope of Harley's design obligations
 2 was, we can tell that by looking at the letter of intent
 3 and the related documents; yes?
 4 A. Yes.
 5 Q. Now, can I go back, then, to the email we were looking
 6 at earlier, {HAR00005992/1}. This is an email sent by
 7 Bruce Sounes that we saw earlier after the 27 September
 8 meeting.
 9 A. Yeah.
 10 Q. And he says to you:
 11 "Dear Mark, Ray,
 12 "Thank you very much for the conversation this
 13 morning. It was very useful and I'm especially grateful
 14 you could come into London. We will follow up early
 15 next week with a quantity take-off from our model. I've
 16 communicated your 'back of a fag packet' figure to the
 17 Q.S and it is over budget - which is to be expected -
 18 but some firmer budgets will help focus everyone's
 19 minds."
 20 Just pausing there in the email, what did you
 21 understand him to mean by "focus everyone's minds"?
 22 A. I assume he means focus everyone's mind on the budget.
 23 Q. Yes.
 24 Were you concerned at that stage that your estimated
 25 costs appeared to be too high?

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1 A. No, because it was high-level budget.
 2 Q. When you gave the quote of approximately £3 million, as
 3 we saw in the earlier email, did that include the
 4 estimated costs of designing, procuring and installing
 5 the whole façade?
 6 A. Yes.
 7 Q. Does that, in parlance, equate to an on-the-wall price?
 8 A. Yes.
 9 Q. Right. Now, he goes on to say:
 10 "We're looking seriously at Nedzinc's composite
 11 panel. The small sample we have in the office looks
 12 like Alucobond but is apparently zinc."
 13 Is it fair to say that initially the architect's
 14 preference was for a zinc cladding product?
 15 A. Yes.
 16 Q. Did you express any concerns to Mr Sounes that it would
 17 be challenging to provide zinc within the budget that he
 18 was indicating?
 19 A. Probably not at that stage.
 20 Q. Right.
 21 Now, after that meeting, on 4 October 2013, we can
 22 see that Studio E requested information and costings for
 23 a NedZink product.
 24 Can we look at {HAR00005461}, please. He comes to
 25 you and says:

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1 "Mark,
 2 "The take-off from Revit has proven less than
 3 straightforward ..."
 4 Then in the third paragraph:
 5 "The clients response to your budget was 'what about
 6 aluminium?' We haven't had samples or cost back from
 7 Nedzink but this could be ideal if it eliminates the
 8 need for fabricated trays and is true zinc ..."
 9 Then he gives you the NedZink link.
 10 "We are looking at Ali planks/trays to the lower 4
 11 floors to achieve the colour gradation.
 12 "Would it be possible to come back with budget
 13 costs? Or what would the material cost uplift be for a
 14 Nova composite versus a metallic/faux-zinc Reynobond
 15 panel?"
 16 Now, I want to focus on the NedZink request.
 17 What efforts did you go to to obtain pricing for the
 18 NedZink product that Mr Sounes had asked for?
 19 A. I believe we emailed or spoke and emailed to the
 20 manufacturer to try and obtain prices for their product.
 21 Q. Can you go to {HAR00005997}. This is an email from you
 22 to Bruce Sounes dated 18 October 2013, copied to
 23 Ray Bailey, and you attach a budget, 18 October, "Harley
 24 budget cost submitted, external cladding.pdf", and we
 25 will come back to that:

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1 "Hi Bruce
 2 "Apologies for the delayed response ...
 3 "We've put a budget spreadsheet together, which is
 4 based on using the Reynobond Natural Zinc product,
 5 fabricated into cassettes, as a starting point."
 6 Do you see that?
 7 A. Yeah.
 8 Q. You go on to say:
 9 "We have included 3 other options on the bottom of
 10 the attached spreadsheet showing the effect on the
 11 overall budget if we were to consider face fixed natural
 12 zinc, and then going to a standard aluminium ACM in both
 13 cassette and face fixed."
 14 Then you go on to say:
 15 "The most expensive option is obviously the natural
 16 zinc cassettes. If standard ACM was to be considered
 17 (in a zinc colour), face fixed, the saving could
 18 potentially be over £500k."
 19 Now, the budget included, I think, four options for
 20 savings, didn't it?
 21 A. Yes.
 22 Q. You didn't include pricing for the NedZink Nova
 23 composite product that the architects had requested, did
 24 you?
 25 A. No, I seem -- my recollection is that we were struggling

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1 to get prices at the time. I know eventually we did,
 2 because our tender was eventually based on that product.
 3 Q. Right.
 4 A. But they were a bit slow in the early stages.
 5 Q. I see. You say you were struggling to get prices.
 6 You go on to say, as I've shown you, the most
 7 expensive option is zinc, and then in the last paragraph
 8 you go on to say:
 9 "As said when we met, we have a number of examples
 10 of high rise residential blocks in London where standard
 11 aluminium face fixed ACM was used. We can forward some
 12 photo images, or arrange site visit as and when
 13 required."
 14 Why did you volunteer these savings before being
 15 invited to provide them as part of an overall budget?
 16 A. That's a fairly standard thing to do. This is when
 17 people are just looking at all possible options and we
 18 want to be helpful.
 19 Q. Why did you highlight the fact that the standard ACM
 20 panel face-fixed provided a potential saving of over
 21 £500,000?
 22 A. Just doing my job at the time, just saying what the
 23 options were.
 24 Q. You, as we can see, also highlighted the fact that
 25 Harley had a number of high-rise residential buildings

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1 in London which had used ACM and offered to provide
 2 photographs and site visits .
 3 Looking at this email in the round, Mr Harris, is it
 4 fair to say that you were actually pushing Reynobond
 5 ACM, or at least ACM, pretty hard?
 6 A. I think we were -- you have to remember this is pre-fire
 7 at Grenfell, so at that stage, from Harley's point of
 8 view, having successfully completed multiple projects
 9 with this same product, as far as we were concerned it
 10 was a good product for that application, as of course
 11 hundreds of others did all over the UK and throughout
 12 the world. So we weren't sitting there thinking
 13 anything but: this is a really good product for this
 14 application and may prove a good solution for
 15 Grenfell Tower.
 16 Q. Is the answer to my question, yes, that you were pushing
 17 Reynobond ACM, or at least ACM, pretty hard?
 18 A. No, I think we were advising of ACM as an option.
 19 Q. All right.
 20 Let's look at the budget that you attach to the
 21 email. It's at {SEA00002275}.
 22 Was it you who drew this up?
 23 A. It was more likely to have been the estimator,
 24 I believe.
 25 Q. What, Mike Albiston?

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1 A. Yes, that's correct.
 2 Q. Okay.
 3 A. It --
 4 Q. Did --
 5 A. It's more likely to have been him, so I couldn't
 6 absolutely categorically say it wasn't me, but looking
 7 at that document, that's more likely to have been him.
 8 Q. Okay.
 9 Did you have any discussions with Mike Albiston or
 10 any input into its creation?
 11 A. I'm sure there were discussions, yeah.
 12 Q. Did you see this document before it went to
 13 Bruce Sounes?
 14 A. I'm sure I would have done.
 15 Q. You can see that, although it refers to insulation in,
 16 I think, three places here --
 17 A. Yeah.
 18 Q. -- this document doesn't specify what product is to be
 19 used, but you have got prices for them.
 20 A. Yeah, I think in terms of insulation -- sorry, go on.
 21 Q. Can I just ask the question: what was the insulation
 22 product on which you based those prices?
 23 A. That would probably have been a generic cost, because
 24 a lot of insulations are very similar in terms of cost,
 25 and at that stage it was -- we were at high-level budget

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1 stage, so it didn't need to be any more specific than
 2 that.
 3 Q. Can you help me, when you look at the third item down,
 4 "Reynobond zinc rainscreen spandrel cladding and
 5 insulation", with a total net cost of £573,000-odd, how
 6 much of that would have been the insulation?
 7 A. At that stage I would say insulation was probably
 8 anywhere between about, I don't know, £15, £20
 9 a square metre, something like that, so it was a minor
 10 component.
 11 Q. I see. So do I take from that answer that you add
 12 a ballpark generic figure, based not on a particular
 13 product but just based on your experience of insulation
 14 products generally?
 15 A. Correct, yeah.
 16 Q. And by generic, were you including or excluding PIR
 17 products?
 18 A. It wasn't including anything, it was just a generic
 19 cost.
 20 Q. Right.
 21 On the final page, last page of the document, page 3
 22 {SEA00002275/3}, please, we can see that there are three
 23 alternative options for cladding -- cladding meaning
 24 rainscreen there, I think -- and the savings that you
 25 had set out.

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1 It's right, isn't it, as we can see, each of those
 2 is Reynobond?
 3 A. Yes.
 4 Q. Why were you only proposing Reynobond rainscreen
 5 products rather than any other ACM cladding brands?
 6 A. It could have been equally other ACM brands in there.
 7 I think from a Harley point of view we'd had a stronger
 8 and more established relationship with the guys on the
 9 Reynobond side, so we based it on Reynobond, but it
 10 could have been something else.
 11 Q. What else could it have been?
 12 A. It could also have been Alucobond. They were the main
 13 two. Historically it's really been those two. Nowadays
 14 there are many more "-obonds" on the market, but
 15 historically the strong brands were Alucobond and
 16 Reynobond.
 17 Q. Why did you not put Alucobond prices in as well so that
 18 Mr Sounes could see the full choice?
 19 A. It probably wouldn't have been much different in cost.
 20 Q. Well, that would have been a matter for him to decide,
 21 wouldn't it?
 22 A. Maybe, maybe.
 23 Q. So why didn't you put Alucobond options there as well as
 24 Reynobond?
 25 A. No good reason, just they're some options that were on

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1 the table. It's up to the client to come back and ask
 2 us if they want something outside of that. We table
 3 something, and then it's for them to consider it and say
 4 whether they like what we've tabled or they want more
 5 options, because otherwise we could have 50 options.
 6 Q. Was it your aim to get Reynobond ACM included in the
 7 NBS specification for this project as one of the
 8 rainscreen options?
 9 A. No. That wasn't for us. That wasn't for our -- that
 10 wasn't a decision for us.
 11 Q. Does it follow from what you're saying at least this
 12 much: that your strong preference for this project was
 13 Reynobond ACM cladding, which is why it appears as the
 14 only option as an alternative to zinc in this budget?
 15 A. No, I think Harley had proved over the years that it had
 16 used multiple products, including Alucobond, so this
 17 was, as it says at the top, an option. And if another
 18 option had been chosen, then that would be fine also.
 19 Q. But you were the one providing the options to Studio E.
 20 If you weren't pushing Reynobond ACM, why not put
 21 Alucobond in there and get them to choose?
 22 A. Well, we could have done, but we didn't.
 23 Q. And I'm suggesting to you that the reason you didn't was
 24 because your strong preference was for Reynobond to the
 25 exclusion of any other product.

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1 A. I don't agree with that, because this is at budget
 2 stage, and we were just offering some options at budget
 3 stage, and this always develops from that, where people
 4 then come back and ask different questions, as they did
 5 throughout this process.
 6 Q. Can you explain how you arrived at these prices or these
 7 savings on these three Reynobond products?
 8 A. I believe that was based on historic cost data. Because
 9 the company had used Reynobond on multiple projects, it
 10 had cost data available, so it was -- we didn't need to
 11 go and talk necessarily to external sources to be able
 12 to put these early budget figures together.
 13 Q. Did you in fact talk to Alcoa, who made Reynobond, to
 14 get these specific prices?
 15 A. Yeah, there was dialogue with Alcoa throughout this
 16 process, because the architect started looking at
 17 different -- his focus through this whole process was
 18 appearance and colour and so on and so forth, which is
 19 why we ended up with a sort of mock-up --
 20 Q. Yes, let me ask the question again.
 21 Did you in fact get these specific prices from Alcoa
 22 at the time or were you relying on your historic
 23 knowledge of these prices?
 24 A. I can't honestly remember. It was probably -- it could
 25 have been some and some. But typically we would rely on

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1 historic data unless we didn't have that data, then we
 2 would have gone to the manufacturer for guidance.
 3 Q. Let's move on with the story.
 4 We can see Mr Sounes' response to this document at
 5 {HAR00006007}, please. He comes back to you, same day,
 6 the second email down, if we can just look at that:
 7 "Mark,
 8 "Thank you for the spreadsheet. Very useful indeed.
 9 "The Reynobond Natural Zinc is VM Zinc 'Quartz'
 10 which we discussed. I don't think it is an option.
 11 Could you give an indication the premium we would have
 12 to pay for the Nedzink (datasheet attached) vs a
 13 standard ACM. I'm worried your 'standard' is white and
 14 entirely unfeasible. We received the following guidance
 15 from Paul Cousins at SIG Zinc and Copper ..."
 16 Then he cuts and pastes that into the email, and you
 17 can see the prices for Proteus NedZink, NedZink Nova
 18 composite and NedZink interlocking:
 19 "A face-fix solution would be acceptable so I hope
 20 we would be at the low end - £90/m2."
 21 Don't need the rest of that email.
 22 We can see your response later the same day at the
 23 top of the page, please:
 24 "Hi Bruce
 25 "I've spoken to Paul, and the reason he has applied

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1 such a wide price band, is because he does not know
 2 panels sizes/configuration or joint sizes. I believe he
 3 is meeting with you again next week ..."
 4 Then halfway down the email, you say:
 5 "If I was to take worst case scenario and feed
 6 £150m2 panel cost into our spreadsheet, the overall 'on
 7 the wall' rate for Nedzink would certainly be higher
 8 than the Reynobond natural zinc. However, I would
 9 prefer to get more accurate rates from Paul before
 10 committing ourselves to actual budget costs. We can
 11 hopefully do that next week (assuming Paul provides the
 12 information)."
 13 Is it fair to say that you were again promoting
 14 Reynobond products as more appropriate than others, this
 15 time by reference to budget?
 16 A. No.
 17 Q. You don't accept that?
 18 A. No.
 19 Q. Well, can I ask you then to look at {HAR00005996},
 20 please. This is an email from you to Ray Bailey at the
 21 top of the page, "FYI", 25 October 2013, and you say
 22 there:
 23 "Looks like our old mates at Studio E are now
 24 referring all manufacturer's to us on Grenfell. Can't be
 25 bad! Might need to get Rebecca to knock up a Sketchup

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1 model before too long.”
 2 Is it fair to say that in forwarding enquiries from
 3 cladding manufacturers directly to Harley, Studio E were
 4 letting you take the lead on the selection of materials
 5 on this project?
 6 A. They were happy for us to assist them, yes, because at
 7 that stage it’s free advice.
 8 Q. Happy for you to assist them is a bit of an
 9 understatement; you were essentially taking the lead in
 10 assisting them or advising them on what products were
 11 suitable for the project?
 12 A. We were responding to requests.
 13 Q. Now, you, I think, as we’ve seen, were tasked with
 14 obtaining quotes from a range of cladding manufacturers,
 15 one of which was KME; that’s right, isn’t it?
 16 A. Correct.
 17 Q. They, KME, were the manufacturers of the zinc Proteus
 18 panel; that’s right, isn’t it?
 19 A. Yes.
 20 Q. Can I ask you to look at {SIG00000233}, please. This is
 21 an email of 25 October 2015 from SIG to Studio E, and
 22 it’s to Tomas Rek from Simon Walker, where we can see
 23 that, as he says:
 24 “Tomas
 25 “Matthew Irving of KME AS has made contact with Mark

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1 and will provide budgets to Harley next week.”
 2 I think you’re the Mark in that email, aren’t you?
 3 A. Looks -- that looks correct, yeah.
 4 Q. Yes. The question is: what efforts did you go to to
 5 price the Proteus panel?
 6 A. I can’t remember at that stage, but obviously eventually
 7 we -- that was the basis of our first tender to all the
 8 main contractors, so there must have been a reasonable
 9 amount of dialogue with these people.
 10 Q. If you go to {SEA00009658}, please. We can see in this
 11 email chain -- let’s just go to the bottom of it and
 12 work our way up from the bottom. We can see that on
 13 1 November you, Mark Harris, send an email to Studio E
 14 {SEA00009658/3}. Actually, we need to go further back
 15 in time, and I’m sorry about that, so we can see how
 16 this rolls through. That’s page 5. If we go up the
 17 email chain to page 4 {SEA00009658/4}, Studio E, it
 18 seems, are in touch with Simon Walker at SIG about zinc,
 19 and if you go up to the next email up {SEA00009658/3},
 20 he says to Simon Walker:
 21 “Afternoon Simon,
 22 “With regards to the new rainscreen cladding we are
 23 liaising with Mark Harris from Harley who are envelope
 24 installers. You can find his details below.”
 25 You’re copied in on that, and then the next one up,

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1 you go back to him, 25 October:
 2 “Many thanks for keeping me in the loop.”
 3 Then Tomas Rek on 29 October sends you an email
 4 about zinc cladding. Do you see that? I don’t think
 5 I need the detail of that. He asks at the end:
 6 “Btw, have you heard from SIG about the prices?”
 7 Do you see that?
 8 A. Yes, yeah.
 9 Q. Moving on in time, if we move up to page 2
 10 {SEA00009658/2}, we can see an email from you to
 11 Tomas Rek of 1 November:
 12 “Please see an extract below of an email received
 13 from CGL with respect to wall planks.”
 14 We don’t need that. Then there is a different type.
 15 You say:
 16 “We have recently supplied Zinc Wallplank to a Tesco
 17 in Woolwich and some of this is at ground level ...
 18 successfully gained the robustness needed ... Zinc is a
 19 soft material and will always suffer if vandalism occurs
 20 however due to its natural patination properties scuffs
 21 etc. will generally fade over time, dents however would
 22 mean replacement of panels.”
 23 Then Tomas Rek comes back to you, 1 November, and
 24 says:
 25 “Hi Mark,

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1 “Thank you for this. Yes, please ask them about the
 2 aluminium panels rather than zinc.
 3 “I have spoken to Simon Walker of SIG. He will
 4 speak to Matt Irving. Did you catch up with Matt?”
 5 That’s at 11.32, and then you, the next email up,
 6 say to him:
 7 “Tomas
 8 “I sent Matt an email 30 mins ago chasing up
 9 progress.
 10 “I’ll keep you posted!!”
 11 Do you see that?
 12 A. Yes.
 13 Q. If we can just move up the chain, please
 14 {SEA00009658/1}, this is now 4 November, where Tomas Rek
 15 comes to you and says:
 16 “Morning Mark
 17 “Any luck with contacting Matt Irving?
 18 “Thanks
 19 “Regards
 20 “Tomas.”
 21 You go back to him same day, in the evening, 17.16:
 22 “Hi Tomas
 23 “No joy on the KME front. I’ve called the head
 24 office number, his mobile, and emailed him, all with
 25 zero success. KME clearly don’t want the business.”

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1 Then Tomas Rek to Bruce Sounes:
 2 "Bruce,
 3 "As you said ... see below ..."
 4 We don't need that.
 5 I've shown you that email chain. We can see from it
 6 that you told Tomas Rek on 4 November that you had
 7 chased KME on 1 November and 4 November, and you say you
 8 called his office, mobile, and emailed him with no
 9 success, and then made a conclusion that KME clearly
 10 don't want the business.
 11 Let me just show you in an interim a document at
 12 {SIG00000246}. This shows that you had chased Matt, the
 13 email you said you had sent, on 1 November. It's the
 14 second email down on that page at 11.01 on that day:
 15 "Hi Matt
 16 "Any news on the budget price for Grenfell Tower?"
 17 Then on 7 November Matt Irving responds to your
 18 chaser email of 1 November providing budgets for
 19 Proteus HR:
 20 "Mark
 21 "Budgets below for Proteus HR composite honeycomb
 22 panels only."
 23 He attaches the preliminary guidance notes and gives
 24 a price of £115 per square metre ex works panels only.
 25 Do you see that? He says:

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1 "I will call you today to run through the general
 2 details."
 3 Can we then turn on to {HAR00010172/3}, please.
 4 This is an email from you to Tomas Rek of 7 November,
 5 the same day -- I'm sorry, an email to Bruce Sounes,
 6 7 November, and you say:
 7 "Good morning Tomas."
 8 It's actually addressed to both of them, clearly:
 9 "A response has been received at last from KME,
 10 although I'm not sure it tells us a great deal. All
 11 that has been provided, is a base m2 rate for panel
 12 only, ex-works. That must have taken all of 10 minutes
 13 to think about, so quite why it's taken them 2 weeks to
 14 provide it, is a mystery to me!"
 15 Just pausing there, would it be usual for the
 16 manufacturers of a panel to include a quote for more
 17 than the panels themselves?
 18 A. No, I think what I'm referring to there is that they've
 19 obviously just taken a rate that they could have
 20 probably provided in half an hour. If they would have
 21 taken two weeks, you would kind of have suspected a bit
 22 more detail, but they obviously hadn't provided that
 23 detail. But I can't --
 24 Q. What -- I'm so sorry.
 25 A. Go on.

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1 Q. What else other than a price ex-works would you expect
 2 a manufacturer to provide?
 3 A. Well, I wouldn't expect it to be ex-works, for a start,
 4 because we would never be going up there to pick the
 5 materials up, you would want them delivered. And if we
 6 would have provided or they would have had details of
 7 elevation drawings, so you would have expected a bit
 8 more thought, because any panel manufacturer would be
 9 looking at -- typically wastage is one of the big
 10 things, because they had sheet material out of which
 11 they had to produce panels, so there would be a wastage
 12 factor, and they obviously hadn't considered any of
 13 those things, or certainly that's how it appeared.
 14 Q. Why were you surprised to receive a price which was
 15 ex-works given that that is the price, even though it
 16 may include the matters you're referring to, that was
 17 being quoted?
 18 A. I don't think I've ever seen a price ex-works. It's got
 19 to get to site somehow or we would never be picking it
 20 up, so I don't know why anyone would quote ex-works.
 21 Q. In fact, isn't it fair to say that KME actually provided
 22 rather more information than simply a price for the
 23 Proteus panel; they had included fairly detailed
 24 information in the attachment and had offered to follow
 25 up with a call, hadn't they?

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1 A. Yeah, I think they had, yeah.
 2 Q. Now, we don't see you forwarding on the email from
 3 Mr Irving, Matt Irving, itself to Studio E. That's
 4 right, isn't it?
 5 A. If that's what it is, that's what it is, yeah.
 6 Q. Why didn't you do that?
 7 A. I don't know.
 8 Q. You didn't tell Studio E what the rate provided by KME
 9 actually was for this product, did you?
 10 A. Well, I wouldn't tell them the rate from KME because
 11 they wouldn't be paying that rate; that would be Harley
 12 paying that rate, on to which there would be a cost
 13 build-up of lots of other elements. You give
 14 an on-the-wall price. So it's pointless giving somebody
 15 a price just for material.
 16 Q. And you didn't provide Studio E with the attachments to
 17 the email either, did you?
 18 A. I've no idea. If that's what it is, that's what it is,
 19 yeah.
 20 Q. You go on to explain in your email:
 21 "All I have been able to do with this extremely
 22 limited information, is take a best guess at wastage,
 23 transport, and support rail costs (in additional to
 24 design, installation etc), and input into our
 25 spreadsheet to give an end figure, on the wall. The

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1 result was:
 2 "Proteus HR Composite ..."
 3 And we can see the price: £282 per square metre.
 4 Now, we've already seen that the price for the
 5 Proteus panel ex-works that Mr Irving was quoting you
 6 was £115 per square metre.
 7 A. Yeah.
 8 Q. But here we see you providing an on-the-wall price, in
 9 other words an all-in, all inclusive price, to Mr Rek of
 10 Studio E of £282 per square metre. That's more than
 11 double the rate that KME had given you, isn't it?
 12 A. I'm not surprised. I'm not surprised at all.
 13 Q. Well, how did you reach that price?
 14 A. Well, on top of his price for panels, there would have
 15 to be the substructure behind it, insulation,
 16 installation, project management, and overhead and
 17 profit. There would be a whole cost build-up to go
 18 behind that -- or after that, rather.
 19 Q. Is it fair to say that you didn't provide Studio E with
 20 those calculations and assumptions in reaching that
 21 gross price?
 22 A. Absolutely not.
 23 Q. Just help us why that is.
 24 A. That's our business, not theirs.
 25 Q. So you put a build-up on an ex-works price of £115 per

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1 square metre and get to £282 per square metre. As
 2 I say, that's more than double.
 3 A. Yes.
 4 Q. Presumably -- is this right? -- you would apply the same
 5 factor, if that's the right word, or multiplier, to any
 6 ex-works price for a panel that you were quoted by
 7 a manufacturer?
 8 A. Yeah, generally speaking that's correct, yeah.
 9 Q. Right.
 10 Is it fair to say that the price per square metre
 11 that you were providing compared unfavourably with the
 12 Reynobond product or Reynobond quote?
 13 A. Yes.
 14 Q. Was that deliberate?
 15 A. On whose part?
 16 Q. Well, let me ask a different way: why, or in what
 17 respect, did the price per square metre compare
 18 unfavourably with the Reynobond product?
 19 A. Well, the Reynobond material is much less than the KME
 20 material.
 21 Q. But on what you told us, you would still expect it, at
 22 the on-the-wall price, to be more than double the quoted
 23 price by Reynobond, wouldn't you?
 24 A. (inaudible) yeah.
 25 Q. Then you go in the email, if it's still on the screen:

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1 "I have to say, from a Harley selfish point of view,
 2 our preference would be to use ACM. It's tried & tested
 3 (on many Harley projects), and we are confident in the
 4 cost base. That said, we are of course an envelope
 5 contractor, and would be happy to clad the build in the
 6 material of choice."
 7 Is it fair to say that you were trying to put
 8 Studio E off KME and the Proteus HR option?
 9 A. Not at all. We would have been delighted to have used
 10 Proteus HR because it was a much higher value. There
 11 was no interest to Harley in pushing the cost down.
 12 That was driven by the client's budget, not Harley. My
 13 comments on the end were perhaps a poor choice in words,
 14 saying a Harley selfish point of view, but I was
 15 alluding to the fact there that Harley had great
 16 experience using ACM and liked using the product.
 17 Q. So just help us, from a Harley selfish point of view,
 18 you say, your preference would be to use ACM; what drove
 19 that preference?
 20 A. Previous jobs where we -- you go through an awful lot of
 21 these exercises and end up at the same place, because
 22 clients never have the budget, and ACM always proved to
 23 be a good product, a good price, and solved a whole raft
 24 of issues for these types of jobs. So it was just,
 25 you know, from a point of view of Harley, it had used

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1 that product on multiple projects and been through this
 2 exercise, so yeah, from that point of view it was very,
 3 very suitable.
 4 Q. Yes, and you go on to say, "It's tried & tested (on many
 5 Harley projects)", but you go on also to say "and we are
 6 confident in the cost base".
 7 A. Yes.
 8 Q. Were you more confident in the cost base for ACM than
 9 the cost base for Proteus HR composite?
 10 A. Yes.
 11 Q. Why?
 12 A. Because we had used ACM many times, we had never used
 13 Proteus HR composite, so we were going -- we had no past
 14 experience of saying whether that cost was right, where
 15 in ACM we could.
 16 Q. When you say cost base, you don't mean, I assume, the
 17 ex-works price quoted to you by KME; do you mean the
 18 extra costs or on-costs added by Harley in order to
 19 produce an on-the-wall product?
 20 A. I'm really talking about the ex-works price, because
 21 manufacturers are quite crafty. They will quite often
 22 not want to commit themselves and they'll give you
 23 a rate, and if you compare that -- if you do the job in
 24 their product and compare that to what you eventually
 25 end up paying, they can sometimes not -- shall we say

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1 they're not aligned, you end up paying a lot more. So
 2 we had that experience with ACM; we didn't have it with
 3 Proteus. So that's what I'm referring to, saying we are
 4 confident in the cost base, because we had that historic
 5 data because we had used the product on multiple
 6 projects.
 7 Q. So in a nutshell, does it come to this: that you trusted
 8 Alcoa's Reynobond quotes for ACM but didn't trust the
 9 £282 a square metre for the Proteus HR quoted by KME?
 10 A. We trusted the Reynobond quotes, but we had no way of
 11 knowing whether the other one was correct. We had to
 12 take it at face value.
 13 Q. Can we scroll up in the email chain to Mr Sounes' reply,
 14 7 November 2013, at 21.04, which is at the bottom of
 15 page 1, and I think we're going to need page 2
 16 {HAR00010172/2}.
 17 "Thank you for the response."
 18 You see that?
 19 A. Yeah.
 20 Q. Yes. We can see in the second bullet point there he
 21 says:
 22 "I think I explained when we met that the VM Quartz
 23 product is an unfortunate dark tone. It may not be
 24 accepted. The Nedzink option is much better. Is the
 25 rate you've given us for the KME Nedzink cheaper

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1 overall? (my calculation below)."
 2 In the third bullet point, we see that Mr Sounes
 3 also asks for rates for ACM and says:
 4 "The client is going to want to include options in
 5 the tender for ACM. The standard finish is unfortunate
 6 ('Plastic, Croyden'(sic) - Planner). We have some matt,
 7 satin and high gloss samples in the office. Please
 8 could you indicate the appropriate rates for your
 9 spreadsheet for different finishes:
 10 "(Reynobond - I'm assuming Duragloss 5000)."
 11 Then also:
 12 "(Alucobond)
 13 "Spectra, Sakura 917."
 14 In this context, what did you understand the tender
 15 to mean?
 16 A. We're referring to -- is that the -- hang on a minute,
 17 I've lost my place now.
 18 Q. It's the third bullet I'm focusing on, Mr Harris:
 19 "The client is going to want to include options in
 20 the tender for ACM."
 21 A. Yes. I would take from that that the client has decided
 22 that he wants to see price options for ACM, which is
 23 in fact -- I believe from memory that was in the
 24 specification.
 25 Q. Right. So I think I understand that answer. So you

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1 understood that the client, the TMO, would want ACM to
 2 be included alongside other products --
 3 A. Yes.
 4 Q. -- in Harley's pricing for the works?
 5 A. Well, not just Harley's pricing, but everybody at tender
 6 stage. So Harley at that stage was one of many people
 7 pricing.
 8 Q. So in other words in the NBS specification itself?
 9 A. Correct, yes.
 10 Q. Let's look on at your response to that, which is higher
 11 up in the email chain, 21 November, page 1
 12 {HAR00010172/1}. We can see you say:
 13 "Apologies for the delayed response. Only just
 14 received a response from Reynobond. They were holding
 15 out on us because they were originally talking with
 16 another company ..."
 17 We will come back to the question about the delay in
 18 a minute.
 19 You provide rates for ACM current standard
 20 face-fixed and cassette, and at the bottom you say for
 21 the face-fixed on the wall is £187.50 per metre squared
 22 plus £7.50 per metre squared for special finishes, and
 23 the standard rate for cassette on the wall was £232.50
 24 per square metre plus £7.50 per square metre for special
 25 finishes.

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1 Where had you obtained those prices from?
 2 A. I think they were historic ones.
 3 Q. So not as a result of a specific discussion with
 4 Reynobond; is that right?
 5 A. Yeah, that would follow, yeah.
 6 Q. When you say "standard" in quotes, what is that
 7 a reference to?
 8 A. ACM manufacturers have -- well, a standard range of flat
 9 colours, so a standard red, standard white, standard
 10 yellow. So there's a colour chart with the base range
 11 of colours on it, and then if you want to go above that
 12 into their special colours, special finishes, then they
 13 would become, well, non-standard, for want of a better
 14 word.
 15 Q. Right. So nothing to do with PE as opposed to FR?
 16 A. No, absolutely not.
 17 Q. You didn't, I think, in this email provide any response
 18 to Mr Sounes' query in the second bullet point of his
 19 email of 7 November I showed you about the overall
 20 pricing for NedZink. We can see that you don't do that.
 21 Why is that?
 22 A. Not sure.
 23 Q. Is it because you didn't like NedZink or didn't want
 24 Mr Sounes to use it?
 25 A. Not at all. As I said earlier, we based our original

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1 tender on that NedZink product, so I had no issue with
 2 them at all.
 3 Q. Well, from a Harley selfish point of view, as you
 4 explained earlier, your strong preference was for
 5 Reynobond ACM, wasn't it?
 6 A. Yeah, as I think I said earlier on, that was probably
 7 a poor choice of words at the time. What I was really
 8 alluding to is that Harley had much more experience and
 9 much more certainty with ACM.
 10 Q. Now, do you know this: Alcoa at the time also produced
 11 a zinc composite material? Did you know that?
 12 A. I can't remember whether I knew that or not.
 13 Q. Ms Deborah French of Reynobond has said in a statement
 14 that she gave the police in September 2017 that, at the
 15 time, Reynobond's zinc composite panel, or ZCM, was
 16 produced, and indeed produced with an FR core. Did you
 17 know that?
 18 A. No. My experience of ACM was that it was ACM. I didn't
 19 know there were different grades of material.
 20 Q. Did Deborah French never tell you that, as well as ACM,
 21 there was something called a ZCM, a zinc composite
 22 panel?
 23 A. No. I've in fact only learnt about the other grades of
 24 ACM materials after the fire. I did not know that
 25 before.

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1 Q. Can we then turn to your sales progress report and look
 2 at that.
 3 A. Sure.
 4 Q. {HAR00010160/2}, your entry for 12 September 2013.
 5 We've looked at this before, and that's why I'm just
 6 taking you back to it, to set a context for some
 7 questions that I'm going to ask you next.
 8 You will remember that you entered on
 9 12 September 2013 the reference to the email that you
 10 had got the day before about wanting assistance on
 11 material options, costs and technical details. Do you
 12 see that?
 13 Now, can we go to an email of 8 November 2013,
 14 {SEA00009793}, please. This is an email from Tomas Rek
 15 at Studio E of 8 November 2013 to you, as we can see,
 16 copied to Bruce Soune, and it relates to the cladding
 17 on the lower floors, and he says:
 18 "What panel structure would you recommend for the
 19 larger panels at Walkway and Walkway+1 levels? Wall
 20 Planks with some sort of backing or Reynobond type
 21 composite panel? Or would you recommend splitting them
 22 into say 260mm wide planks but with minimal gap in
 23 between to keep the highlight on the 30mm gap?"
 24 Now, that's, as we can see -- would you agree with
 25 me? -- pretty specific advice, or a request for pretty

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1 specific advice?
 2 A. Yes.
 3 Q. Was it your understanding at the time that, at this
 4 early stage of the project, pre-tender, Studio E were
 5 reliant on your expertise in answering questions like
 6 this as to which cladding products might be suitable at
 7 particular locations on the building?
 8 A. I think we were one of a number of people they were
 9 seeking advice from.
 10 Q. Do you know who else they were seeking advice of this
 11 nature from?
 12 A. No, not really, but obviously we knew they had been
 13 speaking to manufacturers and fabricators, in fact
 14 a year before we were even involved. We knew through
 15 this process that they had had conversations with SIG,
 16 KME, so they had obviously spoken to an awful lot of
 17 people. And I have to say that's quite normal, that's
 18 not unusual activity for an architect. So, yeah, at
 19 this stage, we could never know everybody else they were
 20 talking to, but we would not have assumed that it was
 21 only us.
 22 Q. To your knowledge, were they speaking to any potential
 23 specialist cladding subcontractor?
 24 A. I've no idea.
 25 Q. So far as you were concerned at the time, were you the

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1 only potential specialist subcontractor in the frame for
 2 this job?
 3 A. We would never assume that. We could never assume that.
 4 Q. Is it fair to say that you were expected by Studio E to
 5 be familiar with the technical specifications of the
 6 products you were proposing in order to be able to give
 7 the advice that Mr Rek was asking you for?
 8 A. I think that's reasonable.
 9 Q. Would you accept also that at this stage, pre-contract,
 10 Harley was assisting Studio E with developing the
 11 concept design and producing a list of alternative
 12 materials, as we've seen, for tenderers to price?
 13 A. Bearing in mind Harley would be one of those tenderers,
 14 so, yeah, it was high-level advice, yes.
 15 Q. Yes. Do you accept also that you were helping Studio E
 16 to identify and stipulate alternative materials in the
 17 tender?
 18 A. We were giving them advice, we were responding to
 19 requests. What they did with it after that was for
 20 them. That wasn't our business. We were just providing
 21 advice and responding to requests from them.
 22 Q. You were aware, though, I would suggest to you, that the
 23 purpose of that advice was so as to be able to enable
 24 them to include those alternative materials in the
 25 tender documentation.

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1 A. If they wished to do so, that would be for -- that's
 2 a call for them.
 3 Q. Yes, and in making that call, did you understand that
 4 they would be relying, at least to some extent, on what
 5 you were telling them as a potential specialist
 6 subcontractor?
 7 A. Potentially, yes.
 8 Q. Now, can I ask you to go to {RYD00003972}, please. This
 9 is an email in April 2014, so this is post-tender, after
 10 Rydon had won the tender, but before they formally
 11 contracted with the TMO, and it's an email from you to
 12 Simon Lawrence, 24 April:
 13 "Simon
 14 "Received a call from Bruce at Studio E.
 15 "They are working up some cladding details, and will
 16 email them across to us tomorrow for comment. I've
 17 agreed that we will review and make any necessary
 18 comments to guide them in the right direction."
 19 I'll show you that and then another document the
 20 next day, {SEA00010779}. This is an email from
 21 Kai Fabiunke at Studio E to you of 25 April 2014, copied
 22 to Simon Lawrence. He says:
 23 "As discussed earlier, please find attached a couple
 24 of 3D images showing the detail we would like to achieve
 25 on the ACM rainscreen cladding panels."

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1 Do you see that?
 2 Then four paragraphs down, he says:
 3 "Could you please let us know if this could be done
 4 using the secret fixing system or if it has to be face
 5 fixed rivets. Would both fixing systems be within the
 6 budget?"
 7 Again, is it fair to say that Studio E were, looking
 8 at both of these emails I've shown you, reliant on
 9 Harley's specialist expertise for the initial cladding
 10 design?
 11 A. Yeah, I think they were asking us a number of questions.
 12 I think what I should add at this point is that emails
 13 that come in of that nature, as you would have seen in
 14 the previous email, I was copying in other people at
 15 Harley, because I wouldn't be assessing the detail of
 16 this email. I was the recipient of it because I was, at
 17 pre-contract stage, the main point of contact, so the
 18 conduit through which most information flowed. But in
 19 terms of assessing their questions, there would have
 20 been others within Harley that would have to have dealt
 21 with that. Even if the response went back from me,
 22 I wouldn't be assessing technical questions of this
 23 nature.
 24 Q. Yes. Do you accept, as the recipient of the email at
 25 least, that Studio E were reliant on Harley's specialist

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1 expertise for the initial cladding design, even if not
 2 yours specifically or yours personally?
 3 A. I don't know whether they were relying on it; I think it
 4 was part of the process that they were looking at and we
 5 were helping with that.
 6 Q. You were helping, all right.
 7 Can I then turn to a different topic, which is
 8 Harley's relationship with Alcoa, or Arconic, as it was
 9 later named.
 10 Can I ask you first to go to your witness statement
 11 at page 5 {HAR00010159/5}, and I would like to look at
 12 paragraph 18, please, with you.
 13 You say there, at paragraph 18:
 14 "As well as Studio E and Rydon, Harley was also
 15 liaising with manufacturers, suppliers and fabricators
 16 in relation to a number of products that could
 17 potentially be used for the cladding of Grenfell Tower.
 18 Again, I was the main point of contact for this. My
 19 main point of contact at Alcoa, who supplied the
 20 Reynobond ACM that was eventually used on
 21 Grenfell Tower, was Deborah French."
 22 Pausing there in your statement, can we then look at
 23 the email chain that we looked at earlier, I think,
 24 {HAR00010172}. This is an email that we looked at
 25 earlier this morning, Mr Harris, from you to Mr Sounes

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1 at Studio E on 21 November 2013, and you say, as I've
 2 shown you:
 3 "Apologies for the delayed response. Only just
 4 received a response from Reynobond. They were holding
 5 out on us because they were originally talking with
 6 another company, and were concerned about maintaining
 7 loyalty, on the basis that the other company introduced
 8 them to the project. Once I pointed out how much
 9 business we do with Reynobond, it focused their
 10 attention!!"
 11 Is it fair to say that you were drawing attention,
 12 in this email, to the strength of the relationship
 13 between Alcoa, who made Reynobond, and Harley?
 14 A. Yes.
 15 Q. How much business did you or did Harley do with Alcoa at
 16 that stage?
 17 A. I don't know in terms of value, but obviously if you
 18 look at the number of blocks that have been overlaid
 19 with their products, it was, you know, quite
 20 a substantial amount, but I can't put that into a value.
 21 Q. Is it fair to say, though, that the relationship with
 22 Alcoa was a strong one, in the sense that Alcoa were the
 23 biggest supplier of rainscreen panels to Harley for its
 24 use on cladding projects?
 25 A. Yeah. I mean, Harley didn't buy materials direct from

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1 Alcoa, because Harley didn't fabricate, so Harley would
 2 buy through a fabricate -- sorry, through a fabricator,
 3 which was CEP in this instance. So CEP would buy the
 4 material from Alcoa and then we would buy it from CEP.
 5 But we still had a relationship with Alcoa.
 6 Q. Yes, and that relationship I'm just seeking to get to
 7 the bottom of. Although they were the manufacturers and
 8 would supply an intermediary fabricator, you had
 9 a relationship with Alcoa?
 10 A. Yes.
 11 Q. And is that because of the products or materials that
 12 were supplied for overcladding projects, it was Alcoa
 13 who supplied most to Harley?
 14 A. Yes.
 15 Q. Can we look at {CEP000000325/2}. This is an email from
 16 Simon Lawrence to you, on page 2, of 6 June 2014.
 17 A. It's to Bruce Soune as well, isn't it?
 18 Q. Indeed, to Bruce Soune and to you, copied to
 19 Ray Bailey. He says:
 20 "Just to clarify conversations between us all I put
 21 some action points below."
 22 Then the penultimate bullet point says:
 23 "Mark to contact Reynobond about time scales to get
 24 materials for Mock-up - Natural Aluminium Brushed
 25 H9103 S & Champagne Metallic E1101 S."

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1 Now, scrolling up the page, if we can, to the next
 2 document {CEP000000325/1}, we see that the same day,
 3 6 June 2014, you write to Deborah French, copied to
 4 Geof Blades, and you say:
 5 "Deb/Geof
 6 "This will be no problem for CEP, they have very
 7 little on at the moment ha ha!!!"
 8 The next email up is on the following Monday,
 9 9 June 2014, to you, copied to Geof Blades:
 10 "Mark your(sic) cruel.
 11 "I will bring the smelling salts round Geof!!!"
 12 There is a little smiley face and exclamation marks.
 13 Then Geof Blades responds to that, copied to you,
 14 and he says:
 15 "Nothing's to[o] much for us at the moment, we just
 16 keep fabricating rainscreen and glazing and then send it
 17 out with which ever project was last spoke about!! LOL
 18 "Mark,
 19 "All I can say is, that you'll be taken out for a
 20 very nice meal very soon somewhere very nice."
 21 Is it fair to say, looking at this email exchange,
 22 that at this time at least, you had a close relationship
 23 with CEP as well as Alcoa?
 24 A. Yes.
 25 Q. Your role, as you told us earlier, would be pursuing

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1 project leads for Harley to get involved in. Looking at
 2 this, would it be fair to say that that role extended to
 3 maintaining links with suppliers, product suppliers and
 4 fabricators?
 5 A. Yes.
 6 Q. Is it also fair to say that you weren't actually
 7 liaising with any other companies who manufactured ACM
 8 products, such as Alucobond or 3A Composites?
 9 A. No, maybe not on this project, but I certainly had
 10 a relationship with 3A Composites, with the chap that
 11 was there at the time. He's no longer there, but yeah,
 12 I had a relationship with them as well. So it wasn't --
 13 and non-ACM supply chain partners as well. It's all
 14 part of the role.
 15 Q. Yes. But doing a comparison exercise, is it fair to say
 16 that you had a stronger professional relationship with
 17 Deborah French at Alcoa than with her contemporaries or
 18 opposite numbers at other manufacturers?
 19 A. Yeah, Debbie had been really good, proactive in
 20 providing information, samples and things such as that.
 21 We did a project called Wayland House, and there was ACM
 22 on that building, and there was a requirement for
 23 a particular finish, and she did an awful lot of running
 24 around for us. So you build up that relationship with
 25 somebody and you start to trust them. So, yeah, she had

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1 been very good for us.
 2 Q. Yes.
 3 Were any incentives provided for you to use Alcoa
 4 and their Reynobond product over any other product made
 5 by other manufacturers?
 6 A. No.
 7 Q. Now, the rates that you gave Mr Soune in the email we
 8 looked at earlier -- if we could just go back to that,
 9 {HAR00010172} -- were on-the-wall rates, weren't they?
 10 A. Yes.
 11 Q. You told us earlier what "on the wall" means.
 12 Face-fixed, as we can see: £187.50 per square metre, and
 13 cassette: £232.50 per square metre.
 14 A. Yeah.
 15 Q. Just keeping those figures in mind -- 187 for standard
 16 face-fixed and 232 for standard cassette -- can we look
 17 at {HAR00005512}, please. This is an email from
 18 Deborah French to you of 21 November 2013, so the same
 19 day as your email to Bruce Soune we've just looked at
 20 in which you gave him the on-the-wall prices of 187 and
 21 232-odd. In fact, it's 40 minutes earlier than the one
 22 you sent to Mr Soune, and we can see that she offers
 23 you here rates of £32 to £35 per square metre, doesn't
 24 she?
 25 A. She's not offering it to us, she's offering it to

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1 an approved fabricator.
 2 Q. All right, I see that. That's not an on-the-wall rate,
 3 is it?
 4 A. No. That's for sheet material unfabricated.
 5 Q. So ex-works, if you like?
 6 A. Well, yeah, ex-works -- well, it may even be a delivered
 7 rate to somebody like CEP, I don't know, but it's for
 8 sheet material, typically, say, 8 by 4 sheets of the
 9 product, that's what she is referring to there,
 10 delivered to a fabricator.
 11 Q. Yes.
 12 How did you get, in the 40 minutes, from £32 to £35
 13 as the rate offered to the fabricators, to £187.50, and
 14 £232.50 for face-fixed and cassette respectively?
 15 A. I think I explained earlier on, they were historic rates
 16 that had been used on other projects.
 17 Q. Can you break it up? Let's take £32 to £35. How do you
 18 get from £32 to £35 to £187? What are the composite
 19 elements of the on-costs that you add to the £32 to £35
 20 to get to £187.50?
 21 A. I don't have a breakdown in front of me, and I wasn't
 22 the estimator. However, you would have in there,
 23 for example, insulation; you would have the support
 24 rail, the substructure that's behind the cladding, on
 25 which the cladding panel is hung; you would have

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1 a design that's related to that; installation on site;
 2 wastage as well; and then over and above that, overheads
 3 and profit.
 4 Q. What about the fabricator's costs?
 5 A. Yeah, well, they would be added to that.
 6 Q. They would be added, sorry, to what?
 7 A. They would be in our rate on (inaudible). So that £32
 8 would be the price that Alcoa would sell to CEP, CEP
 9 would then cut it up, fabricate it into panels and sell
 10 it to us for a higher price than that.
 11 Q. Exactly, and what part of the 187 would represent the
 12 fabricator's cost per square metre?
 13 A. I can't remember, from that far back, I am afraid.
 14 Q. But the £187.50 would include the fabricator's costs; is
 15 that right?
 16 A. It would, yeah.
 17 Q. Did you calculate these figures yourself, £187 and £232,
 18 or did you --
 19 A. No.
 20 Q. You didn't?
 21 A. No, they were historic rates.
 22 Q. I'm sorry, we spoke across each other. Let me try the
 23 question in a slightly different way.
 24 During the 40 minutes between your receiving these
 25 prices from Ms French and you passing on the on-the-wall

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1 rates to Mr Sounes on 21 November, during that 40-minute
 2 period, what did you do to arrive at these on-the-wall
 3 figures you were giving to Mr Sounes?
 4 A. I probably would have checked in with the estimator very
 5 quickly and we would have looked at other historic
 6 projects. Because don't forget, it's not just a case of
 7 the projects that were secured by Harley; it would have
 8 dozens of projects that it didn't secure or never went
 9 ahead, and it would have probably had lots of cost data
 10 for lots of very similar projects. So it would not have
 11 been very difficult to have looked one of those up and
 12 used that same cost data for something that was very
 13 similar.
 14 Q. Comparing the ex-works price and the quoted price for
 15 KME, the difference between those, which was more than
 16 double, as we saw earlier, with the ex-works price for
 17 Reynobond ACM and the on-the-wall price, or gross price,
 18 the margins available on ACM were vastly higher, weren't
 19 they, than the --
 20 A. No.
 21 Q. -- margins available on the Proteus zinc?
 22 A. Because you're not comparing apples with apples. What
 23 you have there is a sheet price; what you had with the
 24 zinc price was a fabricated panel price.
 25 Q. But this email that's in front of us isn't a fabricated

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1 panel; it's a price being offered to fabricators, isn't
 2 it?
 3 A. Correct.
 4 Q. And the same is true, as you told us earlier, in
 5 relation to the Proteus zinc panel quoted by KME.
 6 A. No, they are the fabricator. All of those mark-ups and
 7 costs for fabrication and their mark-ups are built into
 8 that.
 9 Q. I follow. I follow.
 10 Even at the marked-up rates you offered for
 11 Reynobond, they were still vastly cheaper than the KME
 12 products, certainly the Proteus HR that was quoted.
 13 A. Yes.
 14 Q. Yes.
 15 Can we look at {CEP000000244}. This is an email --
 16 can we start at the bottom of page 1 -- from Geof Blades
 17 to Deborah French on 7 January 2014 in which he asks her
 18 for panel prices. Can you see that?
 19 "Hi Debbs
 20 "Please see the attached rainscreen spec ref the
 21 above.
 22 "Could you please advise rates for Reynobond
 23 accordingly."
 24 A. Yeah.
 25 Q. You weren't copied in on that, and she responds, if you

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1 look up the page. She quotes him rates of £28 per
 2 square metre. Do you see that?
 3 A. Yes.
 4 Q. She says they're exceptionally good rates, and this is
 5 cheaper than, isn't it, than her quote to you of £32 to
 6 £35?
 7 A. Yes, it would seem so.
 8 Q. Do I take it that you weren't aware of what
 9 Deborah French was quoting to CEP?
 10 A. No, and I wouldn't have expected to be. That's a matter
 11 for them.
 12 Q. You see, in the email we saw earlier, she was telling
 13 you that she was offering fabricators a rate of £32 to
 14 £35. That's what she said in the email of 21 November.
 15 But here in fact she is offering CEP, a fabricator,
 16 a cheaper rate, £28.
 17 My question is: were you made aware of the fact
 18 that, although she told you she was offering fabricators
 19 £32 to £35, in fact she was offering CEP a much cheaper
 20 rate, or, as she calls it, exceptionally good rates of
 21 £28?
 22 A. No, not aware of that. That's a question for her.
 23 Q. Are you surprised that she was telling you about a rate
 24 which was higher than the rate in fact that she was
 25 offering to fabricators?

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1 A. Not especially.
 2 Q. She also says underneath that:
 3 "Hope this is OK to start the bidding with Harleys,
 4 I am sure you or Neil will be back on the [phone] if you
 5 need any other details/reductions."
 6 Then there is whatever the opposite of a smiley face
 7 is.
 8 Were you told that there was potential to get the
 9 Reynobond for less?
 10 A. No.
 11 Q. If you had been told that, would it have allowed you to
 12 revise your on-the-wall estimates downwards?
 13 A. Yes.
 14 Q. In your email asking for prices -- we don't need to go
 15 back to it, but it's at {HAR00005512} if we do -- you
 16 didn't specify whether you wanted PE or FR core. Is
 17 that because you weren't aware at the time that there
 18 was a difference?
 19 A. Correct.
 20 Q. Or weren't aware at the time that FR core even existed?
 21 A. Correct.
 22 Q. Can I ask you to go to {CEP00051297}, please. This is
 23 an email from you of 24 April 2014 to Geof Blades at
 24 CEP, copied to Ray Bailey and Mike Albiston:
 25 "Morning Geof

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1 "Just to place a note on record regarding the
 2 conversations between Debbie French and myself with
 3 respect to Grenfell Tower."
 4 You then go on about:
 5 "The rates from Alcoa ... [offer a] maximum saving
 6 against the original ... zinc."
 7 Just in general terms, is it fair to say that you
 8 had had by this stage relatively extensive conversations
 9 with Ms French regarding the Grenfell Tower
 10 refurbishment?
 11 A. Yeah, I think there had been a number of exchanges,
 12 yeah.
 13 Q. To your understanding, was Deborah French aware that
 14 Grenfell Tower was a tall building which exceeded
 15 18 metres in height?
 16 A. Yes.
 17 Q. Do you know how she discovered that fact?
 18 A. Not offhand, but obviously she and Geof had been in
 19 seeing Studio E a year before we were involved, so
 20 I assume it goes back to then.
 21 Q. Can we go to {CEP000000277}. This is an email which you
 22 sent Deborah French on 9 April 2014, again copied to
 23 Geof Blades at CEP:
 24 "Hi Deb.
 25 "Having now spoken with Rydon after you left Harley

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1 House, I am pleased to confirm that they have been
 2 officially confirmed as preferred contractor for
 3 Grenfell Tower. This is good news for all sorts of
 4 reasons!"
 5 Do you know why Deborah French had been at
 6 Harley House?
 7 A. She could have been talking about multiple projects,
 8 quite honestly, at that period. It was not unusual.
 9 Because Harley would have been tendering, even through
 10 this period, multiple projects. Grenfell would have
 11 been one of those. So she could have been in speaking
 12 about a number of different projects.
 13 Q. Did she often visit Harley House?
 14 A. No.
 15 Q. Right. Do you know who was present at that meeting?
 16 A. No, I'm afraid I don't.
 17 Q. Were you?
 18 A. I would imagine so.
 19 Q. Do you remember whether you talked about Grenfell?
 20 A. I don't, but it wouldn't have surprised me.
 21 Q. When you say, after you say that they had been
 22 officially confirmed preferred contractor for
 23 Grenfell Tower, "This is good news for all sorts of
 24 reasons", what were the reasons you were referring to?
 25 A. Because we had worked with Rydon on other tower block

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1 projects, and, yeah, this was another one, so we felt
2 that was a good situation.

3 Q. Do you know why you chose to copy Geof Blades of CEP
4 into this email?

5 A. Not specifically, no.

6 Q. Were there any arrangements, informal arrangements or
7 understandings, in place between you, Deborah French and
8 Geof Blades to promote the use or adoption of Reynobond
9 products?

10 A. No.

11 Q. It looks from what we have been seeing so far that the
12 relationship between the three of you was pretty cosy,
13 to use a colloquialism. Would you accept that?

14 A. No, I would say it was professional, and we knew each
15 other professionally and that was all. So it's just
16 a business relationship --

17 Q. All right.

18 A. -- we dealt with quite a bit.

19 Q. Can I ask you to go to {HAR00010218}. This is, at the
20 bottom of page 1, an email from Deborah French to you of
21 16 May 2014, "Reynobond Projects Grenfell Towers" is the
22 subject, and it's timed at 11.35. She says:
23 "Following our telephone call I have attached some
24 images of projects that may be of help in terms of Face
25 Fix and Rivets.

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1 "Just to confirm the Colour already proposed for
2 Grenfell Towers is our Natural Aluminium Brushed
3 B4536S."

4 "We have a project in London Called South Kilburn
5 which is a cassette project using RB Natural Aluminium
6 Brushed ..."

7 She gives the spec:
8 "... (this is not the same as the above) it is more
9 silver in colour."

10 Do you have any recollection of the conversation
11 that she is referring to there?

12 A. Vaguely. I recall there was a project that she referred
13 to. I have a feeling Studio E went and visited that
14 site, but I can't be specific about that.

15 Q. She says that she's attached some images of projects
16 that may of help. Help with what, do you remember?

17 A. Yeah, I think it was just the visual appearance.
18 I mean, all there through this, all that dominated this
19 process was appearance. Even from Studio E, the
20 conversation was all about colour and appearance, so
21 Debbie was just providing another project with that
22 particular panel on it that they could go and see.
23 Rather than just seeing a really small sample on a desk,
24 you can actually see a building with it on and you get
25 a much better idea of what it looks like.

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1 Q. Can I ask you to look at your tender report at
2 {HAR00010160/7}, please, and I would like to look with
3 you at the entry dated 8 May at the bottom of that page,
4 "FILE NOTE", do you see that? And it says:
5 "Steve Blake called just before his meeting with the
6 planners to say that the architect had a Patina sample
7 with him, and wanted to know what the extra cost would
8 be for this. MAH text message returned to Steve stating
9 that the Patina product is not currently available (as
10 per Debbie French email), but that aside, the extra cost
11 would be circa £40k to the cladding package (based on
12 £10m2 x 3,600m2 rounded up to the nearest £10k). MAH
13 suggested to Steve that this product was not shown to
14 the architect. We await post meeting feedback. MAH to
15 chase next week."

16 Do you recall that conversation?

17 A. I don't, actually. Obviously I can see the detail
18 there, so it happened, but I don't remember the
19 conversation.

20 Q. It would follow, I suppose, you don't remember what
21 Mr Blake's response to that was?

22 A. I don't, no.

23 Q. You refer to an MAH text message. Do you still have
24 records of those text messages?

25 A. I don't, unfortunately, no.

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1 Q. Do you know why not?

2 A. Well, I'm no longer with Harley. I left Harley some
3 time ago, so ...

4 Q. Right. This was on a Harley phone, was it?

5 A. I can't remember, to be honest with you.

6 Q. All right.

7 Did you suggest to Mr Blake that you shouldn't show
8 the patina product to Studio E because it was £40,000
9 more expensive?

10 A. Don't know why I said that, can't remember.

11 Q. Was the reason for suggesting it wasn't shown to the
12 architect that they didn't choose it?

13 A. Don't know.

14 Q. Would you accept that in deciding or assisting the
15 architect in deciding what samples -- I'm sorry, let me
16 pose the question again a different way.

17 Would you agree that when deciding what samples the
18 architects and the planners should see, you were
19 exerting some influence on what product was ultimately
20 chosen?

21 A. No. I think I've made a comment and it's for Steve to
22 decide what he does with that information.

23 Q. In general terms, would you accept that Harley were
24 influential in getting Reynobond into the NBS spec at
25 the end of 2013 and then, in 2014, helping to get it

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1 chosen out of all the available options?

2 A. No. I think we were part of the process with --

3 responding to requests for information on cost on

4 a number of different products and a number of different

5 samples. From Harley's point of view, if the

6 specification for the zinc had held then the contract

7 value would have been much higher, and thus no interest

8 to Harley in having a much lesser contract value. It

9 was client budget that drove it away from that, so we

10 were just being helpful.

11 MR MILLETT: Yes, thank you.

12 Mr Chairman, that's a convenient moment for the

13 lunch break, if it's convenient to you.

14 SIR MARTIN MOORE-BICK: Yes, good, thank you very much.

15 Well, Mr Harris, it's just after 1 o'clock, so it's

16 time to have a break for lunch. We will resume at

17 2 o'clock, please.

18 Please don't talk to anyone at all about your

19 evidence or anything to do with it during the break.

20 All right?

21 THE WITNESS: Okay.

22 SIR MARTIN MOORE-BICK: Thank you very much, and we will

23 meet again at 2 o'clock.

24 THE WITNESS: Thank you.

25 SIR MARTIN MOORE-BICK: Thank you.

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1 Right, 2 o'clock, please.

2 (1.03 pm)

3 (The short adjournment)

4 (2.00 pm)

5 SIR MARTIN MOORE-BICK: Well, hello again, Mr Harris. Are

6 you ready to carry on?

7 THE WITNESS: I am, sir, yeah.

8 SIR MARTIN MOORE-BICK: Good, thank you very much.

9 Yes, Mr Millett.

10 MR MILLETT: Mr Chairman.

11 Mr Harris, can we look at {CEP000000304}, please.

12 This is an email from you to Deborah French of

13 16 May 2014:

14 "Hi Deb

15 "Further to our telephone conversation this morning,

16 I look forward to receiving information and photographs

17 on both the Kilburn and Birmingham projects. This might

18 help in over-coming the planners' concerns following

19 their visit to both Ferrier Point and Camden earlier

20 this week."

21 What were the planners' concerns there that you were

22 referring to?

23 A. I believe it was -- this was down to appearance. On

24 Camden and on Ferrier Point they had -- I mean, Camden,

25 they were just sort of beige, light beige coloured

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1 panels, and on Ferrier Point I think they were silver

2 and blue, and I think they wanted something more fancy,

3 for want of a better word. So the concerns were of

4 visual appearance.

5 Q. Were you concerned at this stage that there was a risk

6 that Reynobond ACM panels might not be approved by the

7 planners?

8 A. No.

9 Q. Did Harley have any association with either the Kilburn

10 or the Birmingham project that you have referred to?

11 A. No.

12 Q. Can you go to paragraph 22 of your statement, please, at

13 page 6 {HAR00010159/6}:

14 "In the months that followed [and this is, in

15 context, January 2014] I was still liaising with

16 Studio E and Rydon about the material to be used for the

17 cladding. However, most of these discussions continued

18 to focus on the colour and physical appearance of

19 various materials, rather than their safety or

20 suitability."

21 You say "most of these discussions"; is it fair to

22 say that the sole focus of Studio E, Rydon and Harley,

23 and indeed the planners, was on the aesthetic properties

24 of the cladding rather than their fire performance?

25 A. Yes.

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1 Q. Do you recall any discussions of the fire performance of

2 the cladding taking place between any of Studio E, Rydon

3 and Harley, or the planners?

4 A. No. Yeah, not with me. Whether others did, I can't

5 answer that, but certainly I had no discussions with any

6 of those organisations. Whether other people from

7 Harley did or whether those organisations did between

8 themselves, I don't know.

9 Q. Do you recall any discussions about the core of the

10 panels, and what the core of the panels was to be made

11 of?

12 A. Absolutely not.

13 Q. Now, you received an email from Simon Lawrence regarding

14 samples for the mock-up, and I think we see that at

15 {SEA00010994}, please. This is an email dated

16 22 May 2014:

17 "Hi Mark,

18 "Having spoken with Bruce and my Client this

19 afternoon it feels that the first choice is definitely

20 Natural Brushed Aluminium ..."

21 Then he goes on in the next paragraph about the

22 supply, and he says in the third line:

23 "I'm sure Reynobond will happily supply the sample

24 material when it comes to it. We haven't engaged with

25 any of their competitors when looking at the samples so

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1 far and we don't intend to providing they give us the
2 service. If not I'm sure Alucobond, Trespa or whoever
3 will be more than happy to help."

4 Is it fair to say, looking at that, that as at late
5 May 2014, Reynobond ACM was the only product that was
6 genuinely being investigated?

7 A. I think it's probably preferred at that stage, yes.

8 Q. Well, to put my question another way in light of that
9 answer: is it right that, as at late May 2014, there
10 were no serious investigations of any other product,
11 other than Reynobond ACM?

12 A. I think that would be a reasonably fair comment at that
13 stage, because they were looking at -- the client and
14 the architect wanted a mock-up built, which was quite
15 a substantial mock-up, on the side of the building, so
16 that meant a lot of people doing a lot of work, so you
17 couldn't do that with multiple companies.

18 Q. We can see that, on 25 July, you were told by Studio E
19 that Reynobond champagne cassettes had been selected.
20 Do you remember that?

21 A. Vaguely, yeah.

22 Q. Let's just look at a document, {CEP000000427}. This is
23 an email from you to others within Harley. Do you see
24 that?

25 A. Yep.

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1 Q. "The architect for Grenfell Tower just called up to keep
2 us in the loop with respect to material choice.

3 "The Reynobond colour choice for the whole job is
4 'Champagne', in a cassette format.

5 "We cannot take this as a formal instruction, but
6 I am told that this is unlikely to change.

7 "We await formal notification."

8 Then I think you notified Geof Blades of CEP and
9 Deborah French at Alcoa, didn't you?

10 A. It would seem so, yes.

11 Q. As you can see from that. You say:

12 "Geof/Deb

13 "For your interest ... I can hear you swearing from
14 here Deb !!!"

15 The response to that from Mr Blades is at
16 {CEP000000428} if we just look at that. He says to you:

17 "Hi Mark,

18 "Good news, and Debbs will be swearing with joy !!

19 "See you Wednesday."

20 Do we take it from this exchange that the months of
21 hard work put in by you to secure Reynobond ACM on
22 Grenfell and to see off the threat of zinc, as it were,
23 had paid off well in terms of your relationships with
24 CEP and with Debbie French?

25 A. Well, I don't know that it can be all attributed to me;

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1 there's a whole team of people at Harley involved in
2 this process, and obviously CEP are involved and Debbie
3 is involved and the architect is involved and Rydons are
4 involved. So it's a combination of everybody's efforts
5 together, yeah, it's not just one person.

6 Q. No, and if --

7 SIR MARTIN MOORE-BICK: I think the thrust of the point you
8 need to understand, Mr Harris, is that you had been
9 successful in seeing off, to use Mr Millett's
10 expression, other potential choices.

11 A. I don't think that's the correct way of putting it, sir,
12 I don't think "seeing off" is the correct expression.
13 I think we had spoken to Reynobond more than anybody
14 else because they were providing a very good service.
15 That could easily have been another product, but it
16 wasn't, it was Reynobond. In any event, nobody had been
17 seen off at that stage because the tender that we
18 produced was still based on the original zinc material,
19 which could have been selected.

20 SIR MARTIN MOORE-BICK: Right, thank you.

21 MR MILLETT: But by this stage it had not been selected, or
22 had rather been deselected, because we can see that
23 Reynobond champagne in a cassette format had, subject to
24 formal instruction, been selected, hadn't it? And you
25 were delighted about it.

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1 A. Of course, but that's been selected by other people, not
2 by us.

3 Q. Can I look at {CEP000000443}, then, please. This is
4 an email a few days later from Deborah French to you,
5 1 August 2014, and at the bottom of that page you can
6 see that Simon Lawrence comes in with an email to you,
7 third line:

8 "The bottom line is that the client has just
9 confirmed to planning that they are looking to proceed
10 with the Reynobond Champagne colour (as shown on the
11 mock-up) for the main body of the building and the
12 cladding will be the 'cassette' fixing version."

13 You send that on to Geof Blades and Deborah French
14 within the hour of receiving it on 31 July; do you see
15 that?:

16 "Geof/Deb.

17 "Copy for your interest ..."

18 Then the next day, 1 August 2014, Deborah French
19 responds to you and Geof Blades saying:

20 "Hi Mark

21 "It's getting exciting ... thank you for your hard
22 work and perseverance in putting Reynobond forward.
23 I think I owe you and Geof either lunch or dinner at
24 some point."

25 Now, putting that together with the emails we've

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1 just been looking at, it's right, isn't it, that the
 2 reality is that at this stage, you, CEP and
 3 Deborah French were very happy indeed that Reynobond ACM
 4 had won?
 5 A. The three companies that we worked for were happy. We
 6 were three individuals that happened to work for those
 7 companies.
 8 Q. All right. The three companies were happy that
 9 Reynobond had won.
 10 A. Correct.
 11 Q. And do you agree with Deborah French's impression that
 12 Harley were instrumental in putting Reynobond forward,
 13 as she puts it?
 14 A. Harley, as I said earlier on, had responded to requests
 15 from people. After it was proved that the job was over
 16 budget, the request for alternative materials, Harley
 17 was very helpful in providing that information.
 18 Q. Well, she says to you personally, Mr Harris, "thank you
 19 for your hard work and perseverance in putting Reynobond
 20 forward". That was her impression. Was she just being
 21 polite or did you think she meant it?
 22 A. No, I think she was being polite. I mean, she's
 23 addressing it to me as Harley. So this is not
 24 a personal email; this is an email from Deborah French
 25 in her capacity as UK sales manager for Reynobond,

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1 emailing to me in my capacity at Harley.
 2 Q. I understand.
 3 A. This is not a personal email.
 4 Q. I understand that. If it was rewritten to say, "Thank
 5 you and everyone at Harley for all of your hard work and
 6 perseverance in putting Reynobond forward", would you
 7 agree that Harley, as I had asked you, was instrumental
 8 in "putting Reynobond forward"?
 9 A. Harley and other organisations were involved in that
 10 process, yes.
 11 Q. Is it fair to say, looking at this email, that at least
 12 by this point, Ms Deborah French knew that the panels
 13 that were to be used were the cassette method?
 14 A. I believe so.
 15 Q. If Reynobond, that is Alcoa and Ms French, had any
 16 concerns at the time regarding the safety of the use of
 17 cassette panels on Grenfell Tower, would you have
 18 expected her to raise them with you?
 19 A. Yes.
 20 Q. Did she ever?
 21 A. No. I can only speak for myself here.
 22 Q. Of course.
 23 A. So I can't answer whether she raised it with anybody
 24 else.
 25 Q. Can I then turn to a slightly different subject, which

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1 is your relationship, or Harley's relationship, if you
 2 like, with Rydon.
 3 Can I take you to paragraph 16 of your statement at
 4 page 4 {HAR00010159/4}. You say there:
 5 "As well as Studio E, I was also liaising with Rydon
 6 at around this time, as they were interested in
 7 tendering for the main contractor work on the project.
 8 My main point of contact at Rydon at that early stage
 9 was Jonathan Rowland. Harley had worked with Rydon on
 10 a number of other projects, so we were keen to stay in
 11 touch with them throughout the tendering process."
 12 Now, you remember from this morning we looked
 13 together at the way in which you first became aware of
 14 the Grenfell Tower project in early 2013?
 15 A. Yes.
 16 Q. And we, I think, looked at an email in August to
 17 Bruce Sounes.
 18 Can we look at {RYD00001228}. This is an email from
 19 you to Jonathan Rowland at Rydon dated 24 August 2013,
 20 so a few months later, and I think we saw this earlier
 21 this morning:
 22 "Are you guys tracking a project called
 23 Grenfell Tower?
 24 "We have been tracking this one for quite a
 25 while ...

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1 "It's typical of the type of work we were jointly
 2 involved with at both Chalcots and Ferrier."
 3 You say:
 4 "This one has 'our' name written all over it."
 5 When you say "our", were you referring to Rydon and
 6 Harley working as a team together or to Harley there?
 7 A. No, Rydon and Harley.
 8 Q. Rydon and Harley, I see.
 9 A. Yes.
 10 Q. So you were liaising with Rydon at a very early stage
 11 with a view to forming, as it were, informally a joint
 12 venture or joint working relationship on this project?
 13 A. No, that was too early at that stage, I was just hoping
 14 Rydons were on the tender list -- or we were, that
 15 Harley were hoping Rydon were on there, but obviously we
 16 can't influence at a PPQ process, and they may or may
 17 not have been on the eventual tender list. If they
 18 hadn't have been, we would have gone after it to tender
 19 it anyway. But, yeah, that was very early doors and we
 20 were hoping that Rydons would be pursuing it to be on
 21 the main contract tender list.
 22 Q. How many projects had Harley previously worked on with
 23 Rydon before this time?
 24 A. Two.
 25 Q. So Chalcots and Ferrier?

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1 A. Yes, but we had tendered other tower block projects with
2 them --
3 Q. Right.
4 A. -- which we were not successful on.
5 Q. Unsuccessful?
6 A. Correct.
7 Q. Roughly how many, do you remember?
8 A. Crikey. Two to three, I think, from memory.
9 Q. All right.
10 Did you send an email like this to any other
11 potential main contractor?
12 A. No.
13 Q. Can we look at {RYD00001398}, please. I think we saw
14 this earlier. This is the email you sent to Steve Blake
15 on 27 September 2013, after the Hays Galleria meeting,
16 and you say to him:
17 "How are things progressing with PPQ on
18 Grenfell Tower?
19 "As you might recall, we made contact with the
20 architect about the cladding, back in April. He called
21 up a few days ago, and asked for a meeting. Ray and
22 myself met with Bruce Sounes and Tomas Rek of Studio E
23 Architects this morning.
24 "We had a good session talking about several
25 aspects, including; available products, interface

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1 details, programme, access, design, and budget costs.
2 We spoke extensively about Ferrier Point, being that
3 there are a number of strong similarities between
4 Ferrier and Grenfell. I think they might well pay
5 a visit to Newham in the near future!"
6 Newham is where Ferrier Point was, isn't it,
7 I think?
8 A. That's correct.
9 Q. Now, this was long before even the invitation to tender
10 went out, wasn't it.
11 A. Yes.
12 Q. Can you tell us why you informed Rydon about this
13 specific meeting and what had been discussed at that
14 meeting at this stage?
15 A. Yeah, I think we were keeping them in the loop. I mean
16 at this stage, my job, in terms of business development,
17 is to exposure the name Harley to as many people as
18 possible, and that's part of that process, and obviously
19 wanted Rydon to know that we were getting ourselves
20 involved, wanted to know where they were with it, didn't
21 know who else was involved, so I couldn't have
22 approached any other main contractors, because
23 I wouldn't have known at that stage, and obviously we
24 were hoping, as I said earlier, that Rydon would make
25 the tender list. So this was just an ongoing exchange

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1 of information.
2 Q. Did you send a similar email to any other potential main
3 contractor?
4 A. Not at that stage because I wouldn't have known who they
5 were. I think we did find out, obviously, because we
6 ended up tendering all four in the end.
7 Q. How did you know that Rydon were in the frame at this
8 stage?
9 A. Well, we didn't. That's why I'm asking: how are they
10 progressing with their PPQ? That's a pre-qualification
11 process that they have to go through to get on the
12 tender list. I didn't know whether they were even on it
13 at this stage.
14 Q. Did you send a similar email, for example, to Wates or
15 Durkan or Mulalley?
16 A. I don't think there was a similar email. I definitely
17 had email exchanges with all of them at some stage,
18 because they were all tendering it.
19 Q. That's right, but at this early stage, did you send
20 a similar email to any other potential main contractor,
21 such as Wates, Durkan or Mulalley?
22 A. No, I wouldn't have known who was going after it.
23 Q. But how did you know that Rydon was going after it?
24 A. I didn't. I had to -- if you look at the earlier email
25 trails, I'm asking them the question: is it on their

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1 radar, are they intending to pursue it, and it was on
2 their radar and they started pursuing it. Once they had
3 started pursuing it, I kept in touch.
4 Q. Now, you asked Rydon how their PPQ, pre-qualification
5 questionnaire, was progressing. Why did you need to
6 know that?
7 A. Well, I didn't, really, I was just interested.
8 Q. So you were interested in Harley(sic), but it appears at
9 this stage not any other potential contractor; is that
10 correct?
11 A. Not at all, I would have been happy to have spoken to
12 other contractors, and did eventually when I found out
13 who they were.
14 Q. Well, I think we've got the answer to my question.
15 If we look at your sales progress report at
16 {HAR00010160/3}, we can see that Rydon started keeping
17 Harley updated. You can see that on 5 December there,
18 towards the bottom of the page, Mr Harris:
19 "FILE NOTE: Call received from Simon Lawrence at
20 Rydon to advise that they attended the main contractor
21 project Intro meeting with the client and architect
22 yesterday, and others in attendance included Keepmoat,
23 Durkan, and Wates. When the architect gave a slide show
24 presentation of the scheme, Harley's name was included
25 on the slide and verbal reference was made to the

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1 assistance that we provided."
 2 Is it fair to say that, although the tender process
 3 was at this stage preliminary, Harley were firmly
 4 associated with the project?
 5 A. Well, I never saw that presentation because I wasn't
 6 there, so I don't actually know what was used, but the
 7 architect had obviously used something, but we don't
 8 know what that is. So, yeah, we had an association with
 9 it, but we could not take that for granted.
 10 Q. Do you remember what else was discussed on this phone
 11 call with Mr Lawrence?
 12 A. No.
 13 Q. Now, moving forward in time, {HAR00000911}, please.
 14 This is an email of 6 February 2014 that you sent to
 15 Simon Lawrence at Rydon. Just to remind you of the
 16 chronology, 6 February 2014 is after the invitation to
 17 tender and the tender documents had gone out, but before
 18 the tender responses had come back.
 19 Let's look at the bottom email first, if we can, on
 20 page 1. It's you to Simon Lawrence, 6 February:
 21 "Simon
 22 "Just to keep you in the loop, we have been asked by
 23 a couple of the other m/c's about programme. See below
 24 the response we have sent out. We have opted to keep it
 25 basic, and not issue a detailed programme, but would be

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1 pleased to do so for your good self !!"
 2 Do we take it from this email that you were telling
 3 Rydon what you had told other bidders about the
 4 programme?
 5 A. Yeah, we were trying to be fair and open with all of
 6 them and give them all the same programme.
 7 Q. Well, it looks from this -- just help me -- that you had
 8 been asked by a couple of the other main contractors
 9 about the programme, had sent responses out to them, but
 10 wanted to make sure Rydon were kept in the loop; is
 11 that --
 12 A. Yes.
 13 Q. Yes. You say:
 14 "We have opted to keep it basic, and not issue
 15 a detailed programme, but would be pleased to do so for
 16 your good self !!"
 17 Is that to be read as saying that although you have
 18 given other potential main contractors basic
 19 information, you would be pleased to give Rydon
 20 a detailed programme?
 21 A. Yeah. We obviously would have given them a bit more
 22 information. We wouldn't have been producing it, it
 23 would have been somebody in the contracts team, but it
 24 would have been the same durations but just with a bit
 25 more detail.

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1 Q. Why were you proposing to provide more detailed
 2 programme information to Rydon over the other main
 3 contractors?
 4 A. That's just based on the relationship that we had with
 5 Rydon.
 6 Q. Right.
 7 Is it fair to say that you were doing everything you
 8 could to see that Rydon was awarded the project over
 9 other potential competitors?
 10 A. No, I can't bring any influence to bear on that. That's
 11 the client's decision.
 12 Q. All right. Is it fair to say that you were doing
 13 everything you could to help Rydon win the contract?
 14 A. I was doing everything I could to be helpful to Rydon.
 15 Q. To help Rydon win the contract, Mr Harris.
 16 A. To help Rydon, and if they went forward and won the
 17 contract, then great, but, you know, I was just doing my
 18 job, sir, at the time to help Rydon.
 19 Q. Yes, to help Rydon, but you were offering to give them
 20 more help than the potential competitors for this
 21 contract, weren't you, as we can see?
 22 A. Yes.
 23 Q. That was because, I would suggest, you were helping them
 24 win the contract?
 25 A. Well, we can't help them win the contract. Their tender

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1 with the client is between them and the client. We
 2 can't help that process. What we're trying to be is
 3 helpful to Rydon, so that whatever they put forward,
 4 that may be helpful to them. But what they propose in
 5 their tender is absolutely between them and the client.
 6 Q. Let's look at Mr Lawrence's reply to you of the same
 7 day, top of the page, please:
 8 "Mark
 9 "Thanks for letting me know. I hope you were as
 10 vague with your price for them whilst inflating it
 11 also !!"
 12 What did you understand Mr Lawrence's reply to mean
 13 there?
 14 A. I don't know what he meant by that, but I can assure you
 15 that we didn't do any of that.
 16 Q. Was it usual at the time for you to collaborate with
 17 a potential main contractor to this extent when
 18 preparing your own bid?
 19 A. Yeah, I think over the years there has been -- we have
 20 had similar close relationships with the likes of Wates
 21 on particular projects. On the Little Venice project,
 22 we were very close to Wates, for example. There does
 23 come a point in the process where a main contractor will
 24 favour or identify a preferred subcontractor.
 25 To give you an example of that, we -- with Rydon, we

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1 went after the bid for Guy's Hospital refurbishment, and
 2 in that particular instance the main contractor had to
 3 declare to the client their preferred choice of cladding
 4 contractor during the tender phase, and that was us with
 5 Rydon. So it's not unusual for that process to happen.
 6 Q. Well, you knew that Wates were tendering for Grenfell.
 7 A. Yeah.
 8 Q. And you have given them as an example in the
 9 Little Venice project.
 10 Why did you assist Rydon to win the contract and not
 11 give Wates the same assistance?
 12 A. Well, we would have been delighted to help Wates, but
 13 they withdrew from tendering.
 14 Q. Let's see.
 15 At {HAR00000913}, this is an email of
 16 7 February 2014, and you, I think, tell Simon Lawrence
 17 here about the progress, and you say:
 18 "Just another quick update on what we know so far.
 19 According to Keepmoat, they declined in the end due to
 20 tender timescales (as did Wates). I believe this leaves
 21 you guys, Durkan, and Mulalley.
 22 "I spoke with Mulalley yesterday, and the chap there
 23 said he had been busy on another tender and won't get
 24 around to looking at it until early next week. Durkan
 25 are the only ones that have shown any interest at all,

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1 but to be honest, they have no pedigree with this type
 2 of work.
 3 "Hopefully all this means that Rydon will be a
 4 strong position. It's all down to you now Simon, no
 5 pressure!!"
 6 Now, can we take it from this email that you were at
 7 this stage, to put it colloquially, Rydon's
 8 self-appointed spy to report back to Rydon what you knew
 9 about the bidding position of the other bidders on the
 10 project?
 11 A. I wouldn't class myself as a self-appointed spy at all.
 12 I think you find in the world of contracting, main
 13 contractors, subcontractors, they would all be telling
 14 each other all sorts of things all the time. This goes
 15 on all the time, where there would be bits of industry
 16 or market intel that people share with each other. This
 17 is absolutely the way the industry works.
 18 Q. Well, we haven't seen any emails between you and people
 19 at Durkan or Mulalley or Keepmoat or Wates telling each
 20 of them what the other bidders were doing. Is that
 21 because you weren't telling Keepmoat, Durkan and
 22 Mulalley what each of the other bidders were doing
 23 respectively?
 24 A. No, we weren't, because we had a relationship -- we had
 25 the historic relationship with Rydon.

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1 Q. Yes. And in fact, Mr Harris, isn't that entirely
 2 encapsulated by the last sentence of this email and your
 3 word "hopefully"? You wanted Rydon to win this contract
 4 and were giving them inside information about the other
 5 bidders and what you knew about them in order to help
 6 them.
 7 A. We hoped that Rydon would win it, yes.
 8 Q. And were giving them information that you knew from the
 9 other bidders in order to help them.
 10 A. Well, I'm not sure how much help that was. I mean, they
 11 won't know what the other bidders bid, and we played it
 12 very fair and square, we bid everybody on the same basis
 13 with the original specification. We didn't show
 14 favouritism because we can't do that, that's not tender
 15 protocol, and also, for all we knew, Durkan or Mulalley
 16 our somebody else could win the job and we would want to
 17 pursue it with them.
 18 Q. You didn't provide any of these other potential main
 19 contractors with the detail and quantity of information
 20 that you were providing to Rydon, did you?
 21 A. No, no.
 22 Q. Or the information about what the other potential main
 23 contractors were doing?
 24 A. No.
 25 Q. Can we turn to Rydon's tender, please, this is

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1 {ART00002087}. This is the first page of the tender
 2 submission. Just for your assistance, it's dated
 3 13 February 2014.
 4 A general question I should ask first: did you
 5 provide any assistance to Rydon with information about
 6 Harley or the cladding subcontract when Rydon put this
 7 document together?
 8 A. No, and I've never seen this document either.
 9 Q. Oh, you've never seen it? Okay. Well, then, I can take
 10 this very quickly, I think.
 11 Can you look at page 44 {ART00002087/44}. This is
 12 part of the document which describes Harley Curtain Wall
 13 Limited, and it says, "Supply chain partner to
 14 Rydon Construction".
 15 Is that correct, that at this stage,
 16 13 February 2014, Harley Curtain Wall were in one way or
 17 another a supply chain partner to Rydon Construction?
 18 A. Well, I think these documents are from the Guy's Tower
 19 tender. I think they've used them from that.
 20 Q. That's a supposition you have made just looking at the
 21 document now, is it?
 22 A. It is, because on that particular issue, as I explained
 23 earlier, on that particular tender with Guy's Tower,
 24 Rydon and Harley were partnered up, because that's --
 25 that was the nature of the tender: the tenderers had to

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1 disclose to the clients who their preferred façades
 2 contractor was for that project, so they had to insert
 3 this type of information. I recognise that and I'm
 4 pretty sure that was from that tender submission.
 5 Q. I see. So that I think pre-empts my next question,
 6 which is how can you explain how Mr Anketell-Jones' CV
 7 details, as we see on this page here, came to be in this
 8 document, if they hadn't been provided by Harley for
 9 this purpose?
 10 A. Well, as I say, I'm pretty sure that they were from
 11 another project on which we were the supply chain
 12 partner, because that was the nature of that particular
 13 tender.
 14 Q. Did you know, Mr Harris, that Rydon were going to be
 15 using the information from the Guy's Tower tender
 16 document and simply insert it into the Grenfell Tower
 17 tender document?
 18 A. No.
 19 Q. Now, just going back, if I can, to the other tenderers,
 20 can I ask you to look at {TMO00850358}. This is
 21 an email, Mr Harris, you will not have seen, or
 22 certainly not at the time, from Jenny Jackson of the TMO
 23 to Claire Williams and David Gibson of 15 January 2014.
 24 So it's about a month before the Rydon tender document
 25 we've just seen, and so during the tender process. She

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1 says here:
 2 "There were a number of reasons that Keepmoat
 3 withdrew from the tender process. I am grateful that
 4 they shared these with us. I think they were mentioned
 5 to me in confidence and therefore we need to be careful
 6 how/if they are circulated.
 7 "Concerns included:
 8 "· Noise implications from the drilling with
 9 residents in occupation.
 10 "· Concerns from the mechanical contractor re the
 11 interface of the old and new systems.
 12 "· Restricted space for the mechanical works.
 13 "· Lack of time for the cladding specialist to
 14 undertake all the investigations needed.
 15 "· Specification of a new type of panel.
 16 "· Congested egress.
 17 "· The 'normal' risks - gaining access to
 18 residential properties (not a key reason).
 19 "Overall this is viewed as a 'high risk' job and
 20 Keepmoat already has a strong order book for the next
 21 12 months.
 22 "Trust this is helpful."
 23 Were concerns similar to this expressed to you by
 24 anybody at Keepmoat?
 25 A. No.

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1 Q. Can you help me with what, "Lack of time for the
 2 cladding specialist to undertake all the investigations
 3 needed" might mean? And I know you didn't see this
 4 email at the time, but this was clearly a problem which
 5 Keepmoat saw. Did you see that there was a problem in
 6 lack of time for Harley to undertake all the
 7 investigations you needed?
 8 A. I honestly don't know what they mean by investigations.
 9 I can't really answer it, because I don't understand
 10 what they mean.
 11 Q. Were you talking to Keepmoat as the potential cladding
 12 specialist subcontractor on this job?
 13 A. We must have done at some point, we must have done,
 14 yeah. I certainly didn't get involved in conversations
 15 like that, because I couldn't have answered that anyway,
 16 but I don't actually know what they mean by
 17 investigations.
 18 Q. Do I take it from that you never said to Keepmoat, "We
 19 haven't got enough time to undertake our
 20 investigations"?
 21 A. Not personally, no.
 22 Q. And do we take it from that that Keepmoat never
 23 expressed to you that they were concerned that you
 24 didn't have enough time to undertake investigations?
 25 A. I don't recall that happening, no.

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1 Q. What about specification of a new panel? Did you ever
 2 have any discussions with Keepmoat about concerns
 3 arising from the specification of a new type of panel?
 4 A. I don't recall anything. Obviously this is several
 5 years ago, so I am struggling on some of these things.
 6 But I don't remember it. But, yeah, it's several years
 7 ago now, so ... yeah.
 8 Q. She says that they had said that overall they had viewed
 9 it as a high-risk job. Were you aware of Grenfell Tower
 10 being viewed as a high-risk job by other potential main
 11 contractors such as Keepmoat?
 12 A. I don't recall that being -- you know, that term being
 13 used by anybody.
 14 Q. Did you or anyone else at Harley to your knowledge share
 15 any concern that the Grenfell Tower subcontract was
 16 a high-risk job?
 17 A. I don't think we viewed it as a high-risk job. I mean,
 18 all jobs have risk, and it depends how you determine
 19 what is high risk. I mean, everything is high risk,
 20 because you're working on high-rise and there's obvious
 21 dangers involved with high-rise buildings. But in terms
 22 of Grenfell being any more high risk than any other
 23 tower block, I would say not.
 24 Q. In my question I used the word "subcontract", I meant
 25 main contract, but I take it from your answer that the

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1 answer would be the same?

2 A. Yes, it is, it was no more -- from a Harley point of

3 view, it wasn't viewed as any more high risk than any of

4 the other tower block projects that had been undertaken.

5 Q. Can I then turn to a slightly different topic, which is

6 cost savings. Can I ask you to go to {HAR00010160/4},

7 your sales progress form. I would like to look at

8 3 February 2014 and the entry there. 3 February 2014 on

9 page 4:

10 "MAH call received from Scott McDonald at

11 Durkan ..."

12 Underneath that:

13 "FILE NOTE; MA email sent to Katie at Rydon with

14 cost savings for alternative solutions for the internal

15 reveal liners."

16 MA, is that Mike Albiston?

17 (Pause)

18 Q. Sorry, there is a pause.

19 Let me try and do it this way. Let's look at

20 {RYD00002720}. This should be an email from

21 Mike Albiston, 3 February, to Katie Bachellier at Rydon,

22 copied to Simon Lawrence, and you, and here you can see

23 some detailed cost information based on your quotation.

24 Do you see that?

25 A. Yes.

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1 Q. And here are some prices for window reveals. You

2 describe these in your note as cost savings as we have

3 just seen, and my question is: did you or Mike Albiston

4 offer these cost savings to the other potential main

5 contractors?

6 A. I don't know, I can't remember.

7 Q. We've seen no evidence of it. Would it surprise you

8 that you didn't offer these cost savings to any of the

9 other main contractors?

10 A. Not if they hadn't asked for them, if this is something

11 that Rydon had thought about themselves and nobody else

12 had requested it, then I wouldn't be surprised, no.

13 Q. Can we then turn to an email at {HAR00000927/1}.

14 This is an email of 17 April 2014 from

15 Simon Lawrence to you, copied to Mike Albiston:

16 "Mark,

17 "Thanks for this."

18 This is in relation to some Ferrier Point cladding

19 details.

20 "I've spoken to Bruce (Studio E Architects) this

21 afternoon. I've confirmed that I'm happy for him to

22 contact yourselves but to ensure I'm copied in so we

23 keep some sort of protocol guidelines from the start."

24 Then you talk about the Dropbox files.

25 Then he says:

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1 "One thing I would ask, which I'm sure you'll do

2 anyway, is that anything financial stays between

3 ourselves."

4 We can see your reply at {RYD00003891}. You say to

5 him:

6 "Simon

7 "Duly noted and understood!!"

8 What did you understand Mr Lawrence to mean by his

9 comment that anything financial stays between you and

10 him?

11 A. That's fairly standard, to be honest, with a main

12 contractor. It's between us and them, that's the

13 business of Harley and Rydon, or Harley and any other

14 main contractor, and it's up to Rydon who they share

15 that information with, it's not for us to do that at

16 this point. So, yeah, I think that's fairly standard

17 protocol. Any main contractor would have been asking

18 the same thing.

19 Q. Why would Mr Lawrence be so concerned to make sure that

20 financial arrangements were not disclosed to

21 Bruce Sounes?

22 A. Because they were confidential between our respective

23 companies.

24 Q. Is that because you didn't want them to see the true

25 financial position as between you?

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1 A. Well, it's nobody else's business.

2 Q. Can I ask you to look at {RYD00004204}. This is

3 an email which you weren't sent, sent from Zak Maynard

4 to Steve Blake, both at Rydon, 8 May 2014. We can see

5 here that Zak Maynard sets out a range of proposed

6 savings, with a Harley figure in brackets.

7 We have been through this evidence with both

8 Mr Blake and Mr Maynard, Mr Harris. Mr Blake confirmed

9 in his evidence that Rydon were intending on passing

10 only some of the savings on to the TMO that you, Harley,

11 had offered them in respect of these cladding options,

12 and intended to retain the difference.

13 The first question is: did you know that at the

14 time?

15 A. No.

16 Q. I see. Then the second question doesn't arise.

17 Can I then ask you about the NBS specification and

18 the preparation of the bid, and I'm going to start by

19 taking you to your statement, paragraph 19, page 5

20 {HAR00010159/5}, please. Here you say:

21 "I believe that the tender package for the

22 Grenfell Tower refurbishment project was released around

23 the end of December 2013/January 2014. I don't remember

24 the exact contents of that tender package, but typically

25 such packages would include drawings of elevations,

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1 sections and floor plans, and the NBS specification .
 2 The NBS specification would contain details of proposed
 3 materials."

4 Now, that specification was sent to Harley in around
 5 January 2014. Do you recall seeing it at the time, do
 6 you think?

7 A. I would have been aware of the receipt of the tender
 8 package, and tender packages typically go into the
 9 estimating department for the estimator to pull it apart
 10 to see what had been received. What may happen after
 11 that is that RFIs, which is request for information, may
 12 be sent out if we require clarity on anything. It's
 13 highly likely that the estimator would have referred to
 14 the technical department in Harley if he was unsure
 15 about anything technically, and then he would start the
 16 process of pulling the tender together.

17 Q. I can take this shortly then: did you know that the
 18 NBS specification required pricing for a zinc Proteus
 19 panel complied by KME Architectural Solutions?

20 A. Yes.

21 Q. Did you know that the NBS specification also required
 22 bidders to include alternative quotes on the basis of
 23 the following products or manufacturers in place of zinc
 24 Proteus, namely Alcoa Architectural Products Reynobond,
 25 Alucobond Spectra and VMZinc for Quartz Zinc. Did you

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1 know that?

2 A. Yes.

3 Q. Did you know also that Harley then started asking for
 4 prices to provide its tender to main contractors?

5 A. Yes.

6 Q. Which organisations did you approach in order to get
 7 those prices, apart from Reynobond, as we have seen?

8 A. I can't, because I would not have sent those out.

9 Q. Right.

10 A. Mike Albiston would remember that better, but CEP would
 11 certainly have been amongst that. But other than that,
 12 I don't know offhand.

13 Q. Okay, well, let's see how far we go.

14 Can you go, please, to {CEP000000267}. This is
 15 an email of 20 December 2013, so this is before the
 16 final NBS specification came out, but I think after one
 17 of the earlier editions in November.

18 It's an email from Geof Blades to Mike Albiston and
 19 copied to you. I'm sorry, I think I'm looking in fact
 20 for page 3 {CEP000000267/3}, first of all. This is
 21 Geof Blades to Mike Albiston, not copied to you. This
 22 one is not copied to you, but I think you get to see it
 23 later in the chain.

24 He says:

25 "Morning Mike,

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1 "Following my telephone conversation with
 2 Mark Harris yesterday, could you please forward your
 3 window and curtain wall schedule. With regards the
 4 rainscreen overcladding we are to offer our system based
 5 on a cassette tray and face fixed ACM ie Reynobond, to
 6 this could you please forward elevation drawings and any
 7 other information you feel is relevant."

8 Now, it looks as if you had a telephone conversation
 9 with Geof Blades on 19 December 2013. Do you remember
 10 that conversation at all?

11 A. No, I don't.

12 Q. Did you in fact instruct Mr Blades to offer a system
 13 based on a cassette tray and face-fixed ACM,
 14 ie Reynobond?

15 A. I don't remember doing that. I would have thought that
 16 the -- he would have been pricing in accordance with the
 17 specification.

18 Q. Did you ask Mr Blades to offer, whether cassette tray or
 19 face-fixed ACM, Alucobond?

20 A. I don't remember doing that.

21 Q. What about VMZinc?

22 A. No, I don't remember the detail of the conversation to
 23 be honest.

24 Q. Did you only ask Mr Blades to offer a system based on
 25 Reynobond and no other product?

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1 A. Well, it would have been the estimator that would have
 2 dealt with the enquiry, so I don't know who else he went
 3 out to. I wouldn't have been determining that.

4 Q. Right.

5 Can you explain why Geof Blades thought that he was
 6 to offer his system based on Reynobond but no other
 7 product, as it appears from this email at least?

8 A. I don't know.

9 Q. Can you explain why you, as in Harley, asked for
 10 cassette tray as well as face-fixed?

11 A. I don't know. I can't remember whether they were the
 12 options requested. I don't know.

13 Q. Ray Bailey told us yesterday that Harley had never
 14 actually used a cassette-fix ACM cladding system on any
 15 project prior to Grenfell. Is that right?

16 A. It sounds correct, because I know Ferrier Point and
 17 Chalcots were both face-fixed, as was Clements Court, so
 18 I think that sounds correct to me.

19 Q. But you can't explain why cassette tray was asked for as
 20 well as face-fixed?

21 A. No.

22 Q. Can we then scroll up and look at pages 2
 23 {CEP000000267/2} and 3 {CEP000000267/3} side by side, if
 24 we can, on the screen. I'm not sure we can do that with
 25 what you have got.

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1 We can see that on 6 January Mike Albiston sent the
 2 NBS specification for the rainscreen to Geof Blades
 3 along with the elevation drawings. You can see that,
 4 I think, from the email which starts at the bottom of
 5 page 2 and runs over to page 3.
 6 Can you see that, Mr Harris?
 7 A. I can, yeah.
 8 Q. Then we get the quote in response at {CEP000000268}.
 9 Here it is, this is CEP's quotation to Harley, for your
 10 attention as well as Mike Albiston's, 21 January 2014:
 11 "Dear Sirs,
 12 "Ref:- Grenfell Tower.
 13 "Thank you for your enquiry ref the above project
 14 and, we have pleasure in confirming our quotation for
 15 the design, fabrication and supply only of aluminium
 16 windows and rainscreen overcladding, as laid out below."
 17 Then he refers to the aluminium windows and explains
 18 those in the first paragraph.
 19 Then halfway down the page:
 20 "Rainscreen Overcladding. Panels are to be
 21 manufactured utilising 4mm Reynobond ACM."
 22 You can look over to the next page {CEP000000268/2},
 23 and there are prices there for the rainscreen, or
 24 a price for the rainscreen:
 25 "Rainscreen in the sum of £525,394-00nett.

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1 "We have allowed a sum of £25,000-00 within the
 2 above rainscreen value for materials to the crown. Upon
 3 receipt of further details/information this value can be
 4 firmed up. This excludes any steelwork that may be
 5 required."
 6 Looking down the rest of that to the end of the
 7 document, you can't see any reference to any other
 8 product.
 9 My question is: do you know why Mr Blades only
 10 provided a quotation for the Reynobond ACM when he had
 11 been sent the full specification by Mr Albiston?
 12 A. Well, I don't think CEP fabricated the other products.
 13 Q. What about Alucobond?
 14 A. I don't know about Alucobond. I don't recall them ever
 15 fabricating Alucobond, but they may have done, but
 16 I couldn't be sure on that. But certainly the zinc
 17 product they wouldn't have fabricated.
 18 Q. No, I understand the zinc product, you made that clear
 19 earlier on, but in relation to other ACM candidates, and
 20 we've seen those in the NBS, I just really want to know
 21 why Mr Blades only provided a quote for Reynobond.
 22 A. That's really a question for Geof Blades, to be honest.
 23 Q. Well, my suggestion to you is -- well, let me ask you:
 24 did you tell him to, did you tell him only to quote for
 25 Reynobond?

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1 A. Well, I wouldn't have told him that anyway because I'm
 2 not the estimator.
 3 Q. Well, to your knowledge, did Mike Albiston tell him only
 4 to quote for Reynobond?
 5 A. I don't know.
 6 Q. Can we go to {CEP00050865}, please. This is his email
 7 under which Mr Blades sends what we've just looked at to
 8 you and Mike Albiston:
 9 "Mike, Mark,
 10 "Please find attached our quotation for the above.
 11 I'll follow this with a separate window quote based on
 12 Wicona."
 13 It looks from this as if this was all you were going
 14 to get from Mr Blades in relation to quotations for
 15 rainscreen, there was going to be a separate window
 16 quote for Wicona.
 17 A. Yeah.
 18 Q. So, on that basis, it looks as if there was only one
 19 quotation for fabrication, and that was only ever based
 20 on Reynobond; is that right?
 21 A. It would seem that way, yes.
 22 Q. Did you ever or did Mike Albiston ever go to any other
 23 fabricator and ask them for quotations for the other
 24 alternative rainscreen cladding products specified in
 25 the NBS specification?

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1 A. He must have done because our quote included those, so
 2 he must have done.
 3 Q. You say he must have done?
 4 A. Yeah.
 5 Q. Which other -- let's try and get some detail here --
 6 fabricators did you approach?
 7 A. Well, I didn't, this is the problem. I didn't do it,
 8 Mike did. So I'm struggling to answer because I didn't
 9 do the job.
 10 Q. I understand that.
 11 A. I don't know who --
 12 Q. Right. So when you say he must have done, why do you
 13 say that if you don't know?
 14 A. I'm assuming he did, let me put it that way, because
 15 Harley's quotation was based on the zinc cladding with
 16 options for ACM, so they must have come from somewhere.
 17 So the supposition would be that he must have obtained
 18 those costs from other people --
 19 Q. Just as we can see --
 20 A. -- that weren't CEP.
 21 Q. I'm so sorry, I spoke across you. Do you want to finish
 22 that?
 23 A. No, no, I think I was there, I think I was done.
 24 Q. All right.
 25 Just as we can see that you were copied in to the

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1 discussions between Mike Albiston and CEP, would it not
 2 follow that you would also have been copied in to
 3 discussions between Mike Albiston and any other
 4 fabricator?
 5 A. Possibly. I can't answer that. I mean, quite possibly.
 6 Q. Did you have any discussions with Mike Albiston about
 7 conversations with or requests for quotations from any
 8 other fabricator, other than CEP?
 9 A. I'm sure we did, yeah. As I think I explained, Harley
 10 was a small office and we were all on one level, all
 11 within, you know, earshot of each other. So we were
 12 speaking about lots of things all the time, every day.
 13 So we were all speaking and, yeah, all in one room
 14 together, so it was -- we didn't have to write to each
 15 other or phone each other, we were all in earshot of
 16 each other, so lots of conversations would have gone on.
 17 Q. Maybe they would have done.
 18 I think at the very beginning of your answer the
 19 transcriber had got down "inaudible", but I heard you
 20 say, "I think we would have done, as I think we
 21 explained".
 22 Let me just ask the question again: do you recall
 23 having any discussions with Mike Albiston specifically
 24 about conversations with or requests for quotations from
 25 any fabricator other than CEP?

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1 A. I can't remember specific conversations. I would have
 2 to assume that those conversations did happen, but
 3 I can't specifically remember them.
 4 Q. Can you go to {CEP000000273}, please. This is an email
 5 from you to Geof Blades, 29 January 2014, in which you
 6 say:
 7 "Hi Geof
 8 "Just to let you know, the main contractor tender
 9 return date has been further extended by another week
 10 14th Feb. So glad we pulled out all the stops to get
 11 a price back!!"
 12 Does that tell us that you and CEP were working
 13 against a relatively tight timescale to get the tender
 14 ready for submission?
 15 A. Yeah, tender periods can sometimes be rather short and,
 16 as I've said there, you pull out all the stops, so you
 17 work very hard to hit a particular date, and then once
 18 you've got your tender together, you suddenly hear that
 19 there has been an extension of time, which is a bit
 20 frustrating because you probably burnt the midnight oil
 21 to get the tender put together when you perhaps didn't
 22 need to because there was an extension, but obviously at
 23 the time we wouldn't have known about that extension.
 24 Q. Did the pressure of time that this email indicates
 25 existed impact on the extent to which you sought

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1 quotations from other fabricators?
 2 A. No, we're always used to working to tight timescales,
 3 that's the nature of estimating.
 4 Q. Can I ask you then to go to the tender document,
 5 {RYD00094244}. This is a slightly different question or
 6 different topic, but while I'm on the subject of tender,
 7 I should ask it.
 8 This is Rydon's tender submission and I want to go
 9 to page 15 {RYD00094244/15}, please. Here we can see
 10 Rydon putting forward, as part of its contract, some
 11 analysis:
 12 "Cost for Alternative Design Solutions (Refer to
 13 Drawings, Specification and Room Data Sheets for the
 14 full Scope of Works)."
 15 Under "Cladding", we can see, Mr Harris, that there
 16 is a red, in other words a discount figure or minus
 17 figure for new aluminium cladding including necessary
 18 support insulation, et cetera, to façade of tower of
 19 £243,067.
 20 Do you know how that number was arrived at?
 21 A. Absolutely no idea.
 22 Q. Do you know who would know how that number was arrived
 23 at?
 24 A. I can only assume that would be the Rydon estimating
 25 department, maybe the commercial department, but --

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1 Q. Well --
 2 A. -- that would've been Rydon estimating, I would assume.
 3 Q. Well, Zak Maynard didn't appear to know, so I'm asking
 4 you.
 5 A. Well, this isn't our work, so we didn't do this, so did
 6 this -- Zak was commercial manager, so I would imagine
 7 the -- this was done by Rydon estimating, but that's
 8 a guess, I don't know.
 9 Q. Would Rydon not have got the reduction in the price of
 10 a new aluminium cladding from you, Harley?
 11 A. Yes.
 12 Q. And therefore the figure of £243,067 would have come
 13 originally, would it not, from Harley?
 14 A. I don't know whether that figure came from us, but any
 15 figures relating to cladding would have come from us,
 16 but what Rydon do with them after that is a matter for
 17 them.
 18 Q. No, I understand that. All I'm really seeking to get
 19 from you is whether you know where that figure of
 20 £243,000-odd comes from?
 21 A. No, I don't.
 22 Q. Can we then talk about value engineering for a moment.
 23 Can I ask you to go to paragraph 23 of your
 24 statement at page 6 {HAR00010159/6}. You say there:
 25 "By March 2014 it was becoming apparent that Rydon

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1 were the preferred main contractor for the
 2 Grenfell Tower project. I was also informed by Simon
 3 Lawrence of Rydon that, at that stage, the project was
 4 around £1m over budget. As such, there was a real focus
 5 amongst the various potential stakeholders on value
 6 engineering. The subject of value engineering is always
 7 driven by the client and main contractor."

8 Were you ever given any training on value
 9 engineering?

10 A. No.

11 Q. Did you know that when doing value engineering, you were
 12 not supposed to sacrifice functionality or safety?

13 A. Well, I think -- I think these days we have to call it
 14 dynamic purchasing, I don't think we're allowed to call
 15 it value engineering anymore, because anybody in the
 16 industry will know exactly what it's supposed to mean
 17 and what it does mean in reality, and what it means to
 18 a subcontractor when somebody talks to you about value
 19 engineering, it means they want a reduction in price.

20 Q. Yes.

21 If you go to paragraph 46 of your statement on
 22 page 10 {HAR00010159/10}, four pages on, please, you say
 23 there:

24 "Costs undoubtedly played a significant part in
 25 determining decisions about the exterior of

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1 Grenfell Tower, as in any other similar projects.
 2 Clients continually place contractors under pressure to
 3 reduce cost. This is always the primary driver from the
 4 Client side. As I have stated above, particularly at
 5 the time that Rydon looked set to win the tender for the
 6 project, there was an emphasis placed on value
 7 engineering because at that stage the project was around
 8 £1m over budget."

9 Is it fair to say, Mr Harris, that cost motivated
 10 the change in rainscreen product from zinc to ACM?

11 A. Yes.

12 Q. I think you have told us earlier that there was at no
 13 stage any discussion about the impact of that change in
 14 respect of fire safety?

15 A. No.

16 Q. And that when considering alternative products as part
 17 of the value engineering exercise, so far as you were
 18 concerned, fire safety was not considered?

19 A. Correct.

20 Q. And to your knowledge it wasn't considered by anybody
 21 else at Harley either; is that right?

22 A. I can't answer for other people, but I don't believe it
 23 was.

24 Q. Can I then go back to your sales progress report.
 25 In fact, I'm sorry, I'm going to skip over that.

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1 I think we've probably covered that.

2 Can I ask you to look at paragraph 59 of your
 3 statement at page 13 {HAR00010159/13}. You say there:

4 "Harley was invited to tender for the window
 5 replacement and over-cladding of Grenfell Tower by four
 6 potential main contractors, one of which was Rydon, who
 7 were eventually appointed as the main contractor.
 8 Harley was in competitive tender against other cladding
 9 subcontractors for this work."

10 Which other cladding subcontractors was Harley
 11 competing with?

12 A. I can't remember, and I can't remember whether we knew
 13 at the time or not. Sometimes we find this information
 14 out through the supply chain, somebody might tell you
 15 something of somebody else, their pricing. I honestly
 16 can't remember whether we knew or not, but we knew there
 17 would be others tendering.

18 Q. You say you knew there would be others.

19 A. Yeah.

20 Q. Did you know that there actually were, or were you just
 21 assuming that there might be?

22 A. I can't -- I would have to assume it, but it would be
 23 the first time that's happened if there was nobody else,
 24 because every job I've ever known there's -- you're
 25 competing against other people.

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1 Q. If you go back to the sales report, {HAR00010160/5},
 2 please, you can see that on 12 March 2014, you can see,
 3 "MAH call", do you see that?

4 A. Yes.

5 Q. "... received from Simon at Rydon. They have received
 6 news 'off the record' that Rydon are in pole position.
 7 They now await formal notification."

8 Then again the next day, 13 March 2013:

9 "MAH/RJB call received from Steve Blake at Rydon.
 10 He advised that Rydon have been told 'off the record'
 11 that they are in pole position, however, the job is over
 12 budget. Rydon are attending a meeting on Monday, and
 13 require us to confirm available V/E for them to table.
 14 Agreed to provide this by tomorrow."

15 Were you concerned or surprised that Rydon had been
 16 given an informal tip-off, as it were, that they were
 17 the front runners before the procurement process had
 18 been formally concluded?

19 A. Not especially.

20 Q. Was that because that was normal in your experience?

21 A. Yeah, I've heard of that many times.

22 Q. Right.

23 Do you remember any further details of these
 24 discussions that you had with Steve Blake on 13 March?

25 A. No. No, I don't.

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1 Q. Now, in your statement at paragraph 23 {HAR00010159/6},
 2 as we've seen I think already, you said that
 3 Simon Lawrence had told you in March 2014 that the
 4 project was over budget by £1 million. If we look at
 5 the entry for 13 March 2014 on page 5 {HAR00010160/5} of
 6 your sales progress report, you can see that on 13 March
 7 you had been told by Steve Blake that the job is over
 8 budget.

9 Was it on that occasion, on 13 March, that you were
 10 told that the job was over budget?

11 A. That would appear so, what I've read in there.

12 Q. Yes. Before you, as it were, give a final answer on
 13 that, let me show you page 6 {HAR00010160/6} and
 14 an entry for 19 March, see if we can get clarification
 15 on this. You can see that on 19 March you get a call
 16 from Simon Lawrence in which you are told that Rydon
 17 have been confirmed officially as the preferred
 18 contractor. Four lines down it records:

19 "The project is £1m over budget, therefore V/E is
 20 the key topic."

21 Is that or might that have been the occasion when
 22 Simon Lawrence told you that the project was £1 million
 23 over budget, 19 March?

24 A. Yeah.

25 Q. Right.

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1 A. I think so.

2 Q. I see, okay.

3 A. I remember Steve telling me that it was over budget, and
 4 then it appears that's then followed up by Simon telling
 5 me how much it was over budget.

6 Q. Right.

7 A. So it would seem there was a bit more detail from Simon.

8 Q. What was your understanding of the client's budget at
 9 that stage?

10 A. Well, I didn't know the sum of money, just that it was
 11 £1 million over, but over what, I don't know.

12 Q. Did that strike you as a lot?

13 A. No, not after 32 years, I'm afraid, no, it didn't.

14 Q. Right.

15 Did you feel under pressure to provide significant
 16 savings on the tendered price?

17 A. When this type of call comes in, you can't immediately
 18 say what you can save, and it happens on every single
 19 job. So to the extent I would say that if somebody rung
 20 up and said, "We've got your quote here, thanks very
 21 much, we want to place an order", I think you would
 22 panic because it just doesn't happen. You expect the
 23 call coming in to say, "You're too expensive, you need
 24 to find some money". That just happens on all tenders,
 25 it's standard. So those sort of calls coming in are

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1 just -- they just happen on every job, and then it's
 2 a matter of, well, how much is it over budget, and then
 3 it's a matter of, well, let's see what we can do.
 4 Because, you know, when you look at it logically, it
 5 tells you that you're not going to find £1 million, but
 6 let's see what we can do.

7 And obviously it's not just cladding; there are
 8 other packages on that project. So they weren't just
 9 looking at cladding being £1 million, they were trying
 10 to find £1 million overall. So Rydons no doubt --
 11 I don't know, but I would imagine they had that same
 12 conversation with other contractors and said the same
 13 thing to all of us.

14 Q. Can we go to {RYD00003315}, please. This is an email
 15 from you to Steve Blake dated 14 March 2014 to which you
 16 attach a document called "Proposed VE Cost Savings":

17 "Steve

18 "Please find the first round of V/E options attached
 19 for Grenfell Tower.

20 "This has been presented to show the value of the
 21 compliant package, with V/E cost options below. The
 22 cladding is shown with 4 options for the main zinc
 23 areas. At the risk of stating the obvious, the cladding
 24 savings are not cumulative, only one of the four options
 25 can be selected."

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1 You can read the rest of the email, but I just want
 2 to ask you about the set of value engineering savings.

3 First of all -- well, let's look at the document, if
 4 we can, and then I'll come back to the email. The
 5 document is at {RYD00003316}. Can we just look at that.

6 Did you compile this document?

7 A. I would imagine the estimator did it. I don't remember
 8 doing it personally. I think it was probably the
 9 estimator.

10 Q. So Mike Albiston; yes?

11 A. Yes.

12 Q. Did you discuss it with him or see it before it went
 13 out?

14 A. Oh yes, yes.

15 Q. Right, so you were happy with it. Did you understand
 16 how he had prepared it?

17 A. Yes.

18 Q. So you understood the basis of the numbers, did you?

19 A. I did.

20 Q. Do you know what prompted Harley to prepare this
 21 document?

22 A. Well, Rydons were asking us to.

23 Q. Right. Do you know who asked you to?

24 A. That would have started life with Simon Lawrence.

25 Q. Now, going back to the email, if we can, at

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1 {RYD00003315} -- we will come back to this budget in
 2 a moment -- you say in the second main paragraph there:
 3 "With regards to the planners and what they will
 4 accept, having never met the planners, it is difficult
 5 for us to comment. However, when we met the architect,
 6 it has to be said that they were somewhat precious about
 7 retaining the spec for the zinc cladding, but no doubt
 8 budget will be the driver here."
 9 Is that a reference to the Hays Galleria meeting on
 10 27 September 2013?
 11 A. I don't know that it was a specific reference about
 12 that, to be honest.
 13 Q. I see. So "when we met the architect" could refer -- is
 14 this right? -- to any number of meetings between
 15 September 2013 and March 2014?
 16 A. Absolutely, it could have been, yeah.
 17 Q. Right. Is there a particular occasion when you formed
 18 the view that Studio E were being, in your words,
 19 somewhat precious about retaining the spec for zinc?
 20 A. I think any architect, and we do respect this, but any
 21 architect that's come up with a concept design, they do
 22 become precious about it, and I can understand that,
 23 because if there were no budget and they were left with
 24 a free hand to design what they want, they would go to
 25 town because that's what they do, that's an architect,

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1 and then along comes a client and a contractor that
 2 starts telling them it can't be afforded. So they do
 3 get precious about their schemes.
 4 Q. My question was whether there was a particular occasion
 5 when you formed the view that Studio E were being
 6 precious. If it wasn't the September Hays Galleria
 7 meeting, was it a specific occasion later?
 8 A. I can't recall a specific occasion, to be honest.
 9 Q. Right.
 10 In your experience, was budget normally the driver
 11 for decisions as to which cladding product to use?
 12 A. Yes.
 13 Q. Then you go on to say:
 14 "I would be surprised if they would accept Reynobond
 15 with a standard paint finish, however, we have included
 16 it as one of the options on the basis that a significant
 17 cost saving can be made. Although the attached states
 18 standard silver finish, any of the standard ACM colours
 19 would be available at the same rate."
 20 Given that you knew that Studio E's, to use your
 21 words, precious preference was for zinc, why did you
 22 include ACM materials here in this value engineering
 23 exercise?
 24 A. Because the client had a £1 million problem.
 25 Q. Right. And the way to solve it was ACM and not zinc, is

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1 that the blunt answer?
 2 A. Correct. Well, it's part of the solution.
 3 Q. Can we then go back to the value engineering sheet that
 4 you attached, {RYD00003316}. Now, this is March 2014
 5 and you can see there under proposed "V.E cost savings"
 6 the third item, fourth item, fifth and sixth down, the
 7 last four under that, are all Reynobond products, aren't
 8 they?
 9 A. Yes.
 10 Q. Why were all of those revised prices or value
 11 engineering figures based only on Reynobond products?
 12 A. I think we'd done an awful lot of work with Reynobond up
 13 to that point and they had been very, very helpful
 14 indeed, so we continued with them.
 15 Q. Does that tell us that when looking at preparing value
 16 engineering, as you would call it, or one might call it,
 17 options in respect of the rainscreen, you didn't look at
 18 any other products such as Alucobond or VM?
 19 A. Well, VM is not an ACM anyway, but I think in terms of
 20 other ACMs, what we could have done there, in hindsight,
 21 looking at it now, we could have said "ACM natural
 22 zinc", "ACM standard silver", because that makes it more
 23 generic, but we've used Reynobond as a name. In
 24 hindsight, we could have used, as I say, ACM as
 25 a generic term, which would have meant we could have

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1 spoken to others, but we chose in this particular
 2 instance to name Reynobond.
 3 Q. Did you make any investigations as to whether a cheaper
 4 alternative could be found with any other manufacturer
 5 of ACM panels?
 6 A. I'm sure we would have done, yeah. I'm sure we would
 7 have talked to others, yeah.
 8 Q. You say you're sure you would have done; do you remember
 9 actually doing so?
 10 A. I don't, but those sort of conversations go on on every
 11 job, so it was very unlikely that we would not have
 12 spoken to other people.
 13 Q. Can we go back to your tender/sales progress report
 14 {HAR00010160/6}, please. You can see here that on
 15 19 March, at the top of the page -- we just looked at
 16 this -- you took the call from Simon Lawrence, and he
 17 refers in the first line to a meeting which took place
 18 yesterday with the client. Do you see that?
 19 A. Yes.
 20 Q. Do you have any knowledge yourself of what took place at
 21 the meeting he was referring to there, namely the
 22 meeting on 18 March?
 23 A. No.
 24 Q. Turning to an email then of 19 March, {HAR00006044},
 25 this is an email from you to Ray Bailey, copied to

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1 others within Harley:
 2 "Ray
 3 "Update from Rydon's following their meeting
 4 yesterday."
 5 So this is the reference to the 18 March meeting
 6 which Mr Lawrence had been referring to:
 7 "Rydon have now been told officially that they are
 8 in pole position as preferred contractor. This will be
 9 signed off on 28th, after which Rydon will be issued
 10 with some sort of design order to allow appointment of
 11 the architect (Studio E will be novated across under a
 12 D&B contract).
 13 "As predicted, the main bid is over budget, and they
 14 are looking at the V/E options which include cladding.
 15 I believe the overall project is circa £10m, and they
 16 are £1m over budget. Rydon are keen to push this job
 17 down the face fixed ACM route with standard colour
 18 finish.
 19 "I have asked Deb French to organise a range of
 20 samples which can create a 'Zinc' appearance whilst
 21 based on standard prices. This will be our starting
 22 point."
 23 Just looking at the £10 million figure, around
 24 £10 million, how did you come to that belief?
 25 A. I don't know, I must have got a steer from somebody, but

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1 I don't remember.
 2 Q. Right.
 3 What was your understanding of why Rydon wanted to
 4 push for face-fixed ACM at this stage?
 5 A. They had -- obviously we did Chalcots Estate, which was
 6 five towers, and Ferrier Point; we had done six blocks
 7 with face-fixed ACM, so that would have been driving
 8 their desire to go down that route.
 9 Q. Right.
 10 Did you ask Deborah French only to provide
 11 samples -- sorry, I will ask that question again.
 12 Was Deborah French the only person you approached to
 13 provide you with ACM samples?
 14 A. I can't remember.
 15 MR MILLETT: Mr Chairman, we are slightly mid-topic here,
 16 but I'm looking at the clock.
 17 SIR MARTIN MOORE-BICK: Yes, it's about time we had a break.
 18 MR MILLETT: Yes, I was thinking that.
 19 SIR MARTIN MOORE-BICK: If it's not going to inconvenience
 20 you too much.
 21 MR MILLETT: No, Mr Chairman.
 22 SIR MARTIN MOORE-BICK: Mr Harris, it's time we had a bit of
 23 a break, I think, so we will do that now, and we'll come
 24 back at 3.40, please, give you time for a cup of tea,
 25 I hope, and please remember not to talk to anyone about

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1 your evidence or anything related to it. All right?
 2 THE WITNESS: Okay.
 3 SIR MARTIN MOORE-BICK: Good, thank you very much. 3.40,
 4 then, please.
 5 (3.24 pm)
 6 (A short break)
 7 (3.40 pm)
 8 SIR MARTIN MOORE-BICK: Good, Mr Harris, there you are, are
 9 you ready to go on?
 10 THE WITNESS: Yes, can you see me?
 11 SIR MARTIN MOORE-BICK: Yes, we can. We have you in the
 12 corner of our screen, because we can then see you giving
 13 your evidence while we also have the document up.
 14 THE WITNESS: Okay.
 15 SIR MARTIN MOORE-BICK: All right?
 16 THE WITNESS: Yes, no problem.
 17 SIR MARTIN MOORE-BICK: Can you see Mr Millett? He is about
 18 to ask you a question.
 19 THE WITNESS: I can.
 20 SIR MARTIN MOORE-BICK: Good, thank you very much. On we
 21 go, then.
 22 MR MILLETT: Thank you very much, Mr Chairman.
 23 Mr Harris, welcome back. I was mid-flow on a topic,
 24 but I can finish this off, I think, quite shortly.
 25 Can you please look at {HAR00000931}, please. This

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1 is an email that you sent to Simon Lawrence on
 2 22 April 2014.
 3 Just to set this in context, you are asked by him on
 4 that day for some thoughts, particularly around cost.
 5 I think you will probably need to go to the next part of
 6 page 1 just for the context of this email, and in fact
 7 even on to page 2 {HAR00000931/2}, where Bruce Sounes
 8 sends Simon Lawrence an email on that day asking him
 9 about metallics. Do you see that?
 10 A. Yes.
 11 Q. That's the context, and then Simon Lawrence pings this
 12 on to you asking for your help, particularly around
 13 cost. If we just go back to page 1, he says:
 14 "Thoughts please? Particularly around cost."
 15 Your response to him is you say:
 16 "Simon
 17 "By far the easiest way for us to respond, is for me
 18 to forward a copy of Bruce's email to Deb French at
 19 Alcoa (the Reynobond lady) for comment regarding cost.
 20 I'll do that straight away. We've probably got some of
 21 the metallic samples already in our collection at Harley
 22 House. I'll take a look and let you know."
 23 Then you talk about brushed look.
 24 Then in the third paragraph you say:
 25 "I would prefer to try and stick with Reynobond if

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1 poss, nothing wrong with Alucobond of course, but I'm
2 not sure we can manage the cost so well if we go that
3 route!!"
4 Is that why you wanted to stick with Reynobond,
5 because you weren't sure that you could manage the cost
6 so well?
7 A. I think that's why the company wanted to stick with
8 Reynobond. It wasn't a personal preference, it was
9 a company preference.
10 Q. All right. Well, whether it's you or Harley I'm not
11 sure makes a difference to my question, but is the
12 answer to my question yes, that Harley wanted to try to
13 stick with Reynobond if possible because it wouldn't be
14 able to manage the costs so well otherwise?
15 A. Correct, yeah.
16 Q. Had you actually made any investigations into the costs
17 management of the Alucobond product?
18 A. I don't recall doing that myself. That would have been
19 the estimator, if anybody had done that.
20 Q. What were your concerns regarding the management of
21 costs if Alucobond had been chosen instead of Reynobond?
22 A. Well, I think it was so cost-sensitive, this job, as
23 we've already seen, it was so vastly over budget, that
24 we just had to be very careful, and because we had,
25 you know, a portfolio of projects that had been done

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1 mainly using a Reynobond product, they were proving
2 themselves to be very keen in terms of price, were very
3 keen on the job, so we just felt that that would be the
4 best route to get the best price.
5 Q. You felt that it would be the best route to get the best
6 price, but does that tell us that you didn't actually
7 investigate that by doing an actual comparison exercise
8 by asking Alucobond whether they could match or better
9 what you were being offered by Reynobond?
10 A. I can't remember whether we did or not, to be honest.
11 We may have done, we may not have done. I honestly
12 can't remember.
13 Q. Right, okay.
14 Can I then turn to a different topic.
15 Can I ask you to go to {CEP000000280}. This is
16 an email from you to Deborah French at Alcoa on
17 23 April 2014, copied to Geof Blades:
18 "Hi Deb
19 "Another item for Grenfell Tower!!
20 "Can you send me the following please:
21 "1. Copy of Reynobond BBA certificate."
22 Then there are two other items.
23 "There is a meeting with the planners a week Friday
24 to try and get samples etc signed off."
25 What prompted you to ask Deborah French for the BBA

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1 certificate for Reynobond?
2 A. I must have been asked for it by either Rydons or
3 Studio E, or possibly Studio E through Rydons. So we
4 must have been requested that information.
5 Q. Does that tell us that you wouldn't have asked for this
6 ordinarily, even without being prompted?
7 A. Oh, we may have done at some point, I'm sure we did at
8 some point, you know, in the -- in the company's
9 involvement with those sort of products, we probably
10 would have -- the technical guys would have looked at
11 those sort of bits of information, but it was probably
12 just a very quick means to an end, if it's been
13 requested, for me to just ask Debbie for it, because she
14 will have it immediately to hand. So that was just,
15 you know, a means to an end.
16 Q. Does that explain why you, who had no technical
17 qualifications, were the one requesting the certificate,
18 rather than, for example, Daniel Anketell-Jones?
19 A. Correct.
20 Q. You describe it as the -- well, you say "Copy of
21 Reynobond BBA certificate". Now, at this stage you were
22 discussing a number of different colours and finishes.
23 Was it your understanding that there was only one
24 certificate that covered all panels, or did you think
25 that there was a particular certificate that covered the

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1 particular different colours of panels you were after or
2 were discussing?
3 A. No, I wouldn't have known, to be honest. I only ever
4 knew that there was -- apart from different colours, as
5 far as I was concerned there was one type of Reynobond
6 ACM, so I believed I was asking for that certificate.
7 Q. Right.
8 Now, you included Mike Albiston in this email. Why
9 was that?
10 A. Being the estimator, just keeping him copied in.
11 Q. We can see that you included Geof Blades in this email
12 as a copy. Why did you do that?
13 A. Again, a matter of courtesy, because he had got fairly
14 involved with the job, so it was just --
15 Q. Why did Geof Blades, did you think, need to see the BBA
16 certificate?
17 A. I'm not sure I did, particularly, it was just
18 a courtesy.
19 Q. Right.
20 We can then turn to Ms French's reply,
21 {CEP00000281}, and we can see from that that she replies
22 the same day to you, copied to Mike Albiston and
23 Geof Blades in the same way that you had copied them in.
24 She attaches the BBA certificate, as you can see, as
25 well as the warranty and some colour charts, and she

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1 says:
 2 "Hi Mark
 3 "As per your couple of emails I have attached copies
 4 of our Reynobond BBA - Specimen Warranty, we will supply
 5 the original warranty once we have produced and shipped
 6 material ..."
 7 When that came to you, did you open the attachment
 8 and look at the certificate itself?
 9 A. I can't remember, quite possibly.
 10 Q. Let's see if it jogs your memory. {HAR00000934},
 11 please.
 12 A. That's certainly a document I've seen before. Whether
 13 it was on that day with that email or not, I don't know,
 14 but I have seen that before.
 15 Q. Right. Do you think you had seen it before April 2014?
 16 A. I don't know. I honestly don't know.
 17 Q. Doing the best you can, and I know it's difficult, when
 18 do you think you might first have seen this document?
 19 A. I honestly can't remember. It may have been with that
 20 email.
 21 Q. Right.
 22 A. But, yeah, whether it was or not, obviously -- yeah,
 23 I can't remember.
 24 Q. Do you recall a time, whether this occasion or any
 25 other, that you read it through?

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1 A. No, I wouldn't have read it through because that would
 2 only ever be a technical person that would do that.
 3 I could read it, but I wouldn't be able to technically
 4 assess it. So I could read it, but that's all I could
 5 do.
 6 Q. Right.
 7 Could you go to page 3 {HAR00000934/3}, please. You
 8 can see from paragraph 1.1 under "Description" that the
 9 panels:
 10 "... comprise two 0.5 mm thick aluminium alloy
 11 sheets ... bonded to either side of a core of
 12 low-density polyethylene ... The panels are available
 13 either plain edged (riveted system) or flanged (cassette
 14 system) to suit architectural requirements ...
 15 A Duragloss or PVDF coating available in various colours
 16 protects the exposed face. A polyester primer protects
 17 the unexposed face. The products are also available in
 18 a fire-retardant grade ..."
 19 You told us earlier this morning that you weren't
 20 aware of the availability of these panels in a fire
 21 retardant grade or form, but you did get this document.
 22 Did you ever see from this document that in fact
 23 these products are or were available in a fire retardant
 24 grade?
 25 A. No.

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1 Q. Does that tell us that you didn't read at least page 3
 2 of this document?
 3 A. I probably didn't read it, I probably just glanced at
 4 it, because it wouldn't be a type of document that
 5 I would read. It's --
 6 Q. Right.
 7 A. -- not part of my remit, and even if I had have read it,
 8 I'm not a qualified person, so it wouldn't be within my
 9 remit to look at documents of this nature.
 10 Q. Yes, I see. So does that tell us that the descriptions
 11 of the fire performance of this panel on this
 12 certificate were not anything that you noticed or
 13 addressed your mind to at any time?
 14 A. No, sir.
 15 Q. Before I leave it, I suppose I just ought to put the
 16 point to you. Can you go back to page 1
 17 {HAR00000934/1}, please. Three-quarters of the way down
 18 that page, under "Key factors assessed", you will see as
 19 the third item down:
 20 "Behaviour in relation to fire - in relation to the
 21 Building Regulations for reaction to fire, the panels
 22 may be regarded as having a Class 0 surface in England
 23 and Wales ..."
 24 Is that something you saw in the certificate when
 25 you got it?

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1 A. I may have done, I don't know.
 2 Q. If you did, did it mean anything to you?
 3 A. I had heard of the term class 0 in connection with
 4 spread of flame, but I -- you know, I'm not -- not being
 5 technical in nature, I couldn't have explained it
 6 necessarily, but I did know -- you know, I did know of
 7 the term class 0.
 8 Q. For what it's worth, what did it mean to you?
 9 A. Not a great deal, to be honest, because I would never
 10 have been involved in that level of information. This
 11 was not part of my remit.
 12 Q. I would like to ask you some questions now about
 13 insulation.
 14 Can we turn first to {CEL00009973}. This is
 15 a Celotex Salesforce entry and if we look at page 2
 16 {CEL00009973/2} of that, please, we can see that your
 17 name is mentioned in relation to a meeting on
 18 24 November with Celotex. I'll help you find that.
 19 It's just below halfway down the page, if in fact that
 20 could be scrolled down. You can see on the very
 21 right-hand side a number of date entries,
 22 24 November 2014, and if you read from the right-hand
 23 column where the dates are across, there is the first
 24 entry, "Mark Harris", do you see, to do with the
 25 Premier Inn, Terminal 4 at Heathrow. Do you see that?

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1 A. Yes.
 2 Q. Do you remember a meeting with Celotex on
 3 24 November 2014?
 4 A. I really don't.
 5 Q. Do you remember meeting a man called Jonathan Roome at
 6 Harley House on that date?
 7 A. I really don't. I mean, I've met Jonathan before
 8 because he was with another company prior to Celotex, so
 9 I know the individual. I can't even remember what the
 10 project is, Premier Inn T4, to be honest. So it's
 11 possible, but I don't remember it.
 12 Q. Can we look at {CEL00000018}, please. This is an email
 13 from Jonathan Roome to Daniel Anketell-Jones dated the
 14 same date, 24 November 2014, recording the meeting at
 15 Harley House and he says:
 16 "Hi Dan
 17 "I spoke with Mark and the team regarding a few
 18 projects.
 19 "Grenfell Tower ...
 20 "Premier House ...
 21 "Chartwell House - Southend ...
 22 "Premier Inn (T4) - Heathrow ..."
 23 Do you remember meeting Jonathan Roome and
 24 discussing any of these projects?
 25 A. I think that's more likely to be Mark Stapley than me.

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1 Q. All right.
 2 Let's move on to the next page, page 2
 3 {CEL00000018/2} of this. This is the day before,
 4 23 November 2014, from Jonathan Roome to
 5 Daniel Anketell-Jones:
 6 "I've just thought, would it be better to catch up
 7 with Mark and Mark in the office or would you be able to
 8 meet in London after 2pm?"
 9 Was one of the Marks you?
 10 A. Yeah, it would have been, yeah.
 11 Q. If we go, then, to the top email, top of page 1
 12 {CEL00000018/1}, where he says:
 13 "Hi Dan,
 14 "I spoke with Mark and the team ..."
 15 Was that you, do you think?
 16 A. I can't remember, but it wouldn't be -- even if
 17 a manufacturer was to come in to the office to see --
 18 let's say they were seeing the drawing office or the
 19 technical guys, they would often poke their head in to
 20 see me, just say, "What are you guys tendering at the
 21 moment, anything we can help you with?" So I may have
 22 been in the building. I don't remember attending that
 23 meeting because it sounds like that's specific to
 24 something the designers were looking at, but I may well
 25 have been in the building and he may have well spoken to

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1 me for five minutes while he was there.
 2 Q. Do you remember Mr Roome, whether on this occasion or
 3 any other occasion, giving you any assurances about
 4 Celotex RS5000's suitability for use on high-rise
 5 buildings?
 6 A. Well, he wouldn't have done that to me. I would have
 7 been the wrong man to talk to about that, to be honest,
 8 so no.
 9 Q. Did you ever meet Mr Roome while he was at Celotex?
 10 A. I don't remember specifically meeting him. Because
 11 Harley was a small office, he may well have turned up,
 12 or probably did turn up, discussing with other people,
 13 so I would have been in the room, I would have been in
 14 the building, as it were, but I don't believe I attended
 15 any meetings specifically with Jonathan on that job.
 16 Q. In the last answer but one, you said, "Well, he would
 17 have done that to me, I would have been the wrong man to
 18 talk to". Do you mean he wouldn't have spoken to you or
 19 given you assurances about the suitability of RS5000 on
 20 high-rise buildings?
 21 A. It would have been highly unlikely because I wouldn't
 22 have been asking him technically related questions.
 23 Q. Yes, I just wanted to clarify that for the transcript,
 24 so thank you.
 25 Can I then turn to some questions about Rockwool.

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1 Can I start by taking you to {RYD00009096}. This is
 2 an email sent on 18 June 2014, as you can see, from
 3 Simon Lawrence to you:
 4 "Hi Mark,
 5 "Following our discussion about Green Deal
 6 installers etc I've had a conversation with Tom Elliott
 7 of Rockwool (see bottom email) and given him your
 8 details to discuss products and how it will fit within
 9 the grant funding. He seems very helpful, as you would
 10 expect when trying to sell a product, but also knows
 11 about grant funding. We may need to get a relationship
 12 with him and Reynobond if any grant funding is to be
 13 achieved.
 14 "He could also be a very good contact for all of us
 15 in the future as he only deals with the occupied tower
 16 block works so will know probably before any of us who's
 17 getting work done."
 18 What he does, does Mr Lawrence, is to forward you
 19 an approach that Claire Williams at the TMO had had from
 20 Tom Elliott at Rockwool if we look down.
 21 If we look at page 2 {RYD00009096/2} of this email
 22 chain, Tom Elliott is writing to Claire Williams at the
 23 TMO, and in the third paragraph he says:
 24 "All stone wool insulation comes with a euro class
 25 fire rating of A1, and therefore our systems are

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1 particularly suited to high-rise refurbishment in
2 accordance with BR 135. I was hoping to enquire whether
3 any specification had yet been set for the insulated
4 rainscreen being installed on the Grenfell Tower
5 refurbishment."

6 Now, when you got this email, via Simon Lawrence as
7 I've just shown you, did you scroll down and read it
8 all?

9 A. I probably would have glanced at it because I know that,
10 being involved with Ferrier Point, there was ECO funding
11 granted on that project, so Rydons had been through this
12 process once because it's the main contractor that tends
13 to drive this. So I wasn't totally shocked to see
14 an email coming through raising the subject of potential
15 grant funding for the client, but I probably wouldn't
16 have got into the detail of it.

17 Q. Right. On Ferrier Point you were using mineral wool,
18 weren't you?

19 A. Yeah.

20 Q. And ACM made by Reynobond?

21 A. It was either Reynobond or Alucobond, I can't remember
22 which.

23 Q. Okay.

24 Do you remember, out of interest, whether the terms
25 of the grant funding was that you should use Rockpanel

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1 instead of ACM?

2 A. I don't know, I never saw the application, but grant
3 funding -- I believe, I never saw proof of this, but my
4 understanding is that grant funding was given to
5 Ferrier Point or given to the client, which Rydon
6 organised for them for that building, and the grant
7 funding was to cover an increase in the thickness of the
8 insulation and an upgrade from double glazing to triple
9 glazing.

10 Q. Did you, when you received this email string from
11 Simon Lawrence, look at the paragraph in Tom Elliott's
12 email to Claire Williams about the stone insulation
13 coming with a Euro class fire rating of A1, and
14 therefore being particularly suited to high-rise
15 refurbishments in accordance with BR 135? Did you note
16 that?

17 A. No.

18 Q. Does that tell us that you had, on receiving this email,
19 no cause to query whether RS5000, which was a PIR
20 product, had a Euro class fire rating?

21 A. No.

22 Q. Or even to ask yourself what RS5000's Euro class rating
23 was?

24 A. No, because it wouldn't be me assessing these products.

25 Q. Can we look at {RYD00009167}, please. This is an email

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1 from Zak Maynard on the same day, 18 June 2014, to you,
2 setting out a 26-point set of queries or confirmations,
3 a little bit of both, I think.

4 If you look at item 12, you can see he says, and he
5 is confirming:

6 "Rockwool Duo-slab insulation to be used to ensure
7 Eco Funding secured on the project."

8 To your recollection, was this the first time Rydon
9 was suggesting using Rockwool as the insulation?

10 A. I honestly can't remember.

11 Q. I think you confirmed earlier -- I'm so sorry, do you
12 want to finish your answer?

13 A. Quite possibly, but I can't remember.

14 Q. All right.

15 You told us earlier that Harley had used Rockwool at
16 Ferrier Point, and I think also the same is true at
17 Chalcots, isn't it?

18 A. I believe so, yeah.

19 Q. Did Harley usually use Rockwool Duoslab insulation?

20 A. Oh, crikey. I would think probably more than perhaps
21 other products, but I wouldn't have been involved in
22 that level of detail so I couldn't quote to you exactly
23 what was used and where. Obviously I know at the two
24 tower block projects that we mentioned, because they
25 have been spoken about recently, so I know that, but as

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1 for other jobs, I wouldn't know.

2 Q. Did you know at this stage that the insulation to be
3 used was RS5000, or as originally stipulated FR5000,
4 made by Celotex?

5 A. No.

6 Q. You didn't? So does that tell us that you didn't have
7 any reason to investigate why it was that Duoslab was
8 being proposed in place of Celotex?

9 A. No.

10 Q. Right.

11 Can I ask you to go to {HAR00005818}, please. This
12 is an email from you to Mike Albiston of the same day,
13 and it follows on from Simon Lawrence's email to you of
14 that day, which we've just looked at, and it's also
15 copied to Mark Stapley and Daniel Anketell-Jones at
16 Harley. You say:

17 "Mike

18 "Please place a copy on file.

19 "We are being driven to use Rockwool insulation in
20 order for the client to obtain Grant funding. My only
21 concern is that if Rockwool think it's a done deal, they
22 might put a price premium on their product.

23 "We can sound this one out when the chap from
24 Rockwool contacts us, and before handing over to our
25 construction team."

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1 When you said, "My only concern is that if Rockwool
2 think it's a done deal, they might put a price premium
3 on their product", what did you mean by that comment?
4 A. Well, if Rockwool felt that they'd sold the product to
5 the end client, they were definitely going to get the
6 order, they may not be of a mind to be particularly
7 competitive, and the project was already under pressure
8 with budget as we know.
9 Q. I see.
10 How would Rockwool get to think it was a done deal,
11 in your words?
12 A. Well, I don't know, that's just me guessing that could
13 happen. I'm not saying it would happen, I'm just saying
14 that, you know, if -- because the word "if" is in there,
15 "if Rockwool think". So I'm not saying they do, I'm
16 just guessing. These sort of situations do happen. So
17 I'm just sort of pre-empting that something could happen
18 like that.
19 Q. Can you go to {RYD00009380}, please. This is
20 Tom Elliott's email to Simon Lawrence of 20 June 2014,
21 not copied to you:
22 "Hi Simon,
23 "Hope you are well.
24 "Sorry for the delay in coming back to you. I've
25 just tried to give you a call ...

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1 "I have spoken to Mark from Harly(sic) and explained
2 the situation regarding the 25 years guarantee required
3 in order to attract ECO funding. I have checked with
4 our technical department, and we won't be able to
5 incorporate the Reynobond cladding with our insulation
6 board, and still attract a 25 year guarantee. The only
7 option would be utilise a Rockpanel board. In summary,
8 the reason for this is that we (Rockwool) cannot
9 guarantee the additional Reynobond components as they
10 are an external company, but Rockpanel are a Rockwool
11 Group company and therefore we are able/willing to take
12 on the risk.
13 "If we can get Rockpanel to match the zinc effect of
14 the proposed panels and come to some sort of commercial
15 agreement on price, do you think there would be an
16 interest from yourselves and the client to alter the
17 specification? We would obviously keep any price
18 variation to a minimum and the additional ECO funding
19 may help to keep the costs in line with the client's
20 budgets."
21 Was it you, do you think, or was it Mark Stapley to
22 whom Mr Elliott spoke when he says in the second
23 paragraph there, "I have spoken to Mark"?
24 A. Probably me.
25 Q. To your knowledge, was any consideration given to using

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1 Rockpanel, in other words a Rockwool cladding product,
2 in place of the ACM?
3 A. Oh, I don't know. I don't think so, but I don't know.
4 Q. Why is that, do you know?
5 A. I think it was probably too far down the line. I mean,
6 reading that, that's a marketing pitch by Rockwool to
7 sell, you know, the insulation and the panel, and
8 I don't blame them for that, that's a great approach,
9 but at the end of the day, we had gone so far down the
10 road -- now, if it had been -- because I think there was
11 an email from me to Rydon saying, you know, "Where do we
12 go with this?", I seem to recall, and if somebody had
13 come back to us and said, "Look, there's more time now,
14 the clients have given us more time and we're happy for
15 you to investigate this and put a price together", we
16 would have done that. So we wouldn't have had an issue
17 with that.
18 Q. Did you make any enquiries with Rockwool about the cost
19 of using their complete system, Rockwool with Rockpanel?
20 A. No, because I think I was waiting for Rydon to really
21 tell us what to do.
22 Q. To your knowledge, was Mr Elliott's proposal given any
23 consideration by either Rydon or Harley?
24 A. No, it would have been for Rydons to have instructed us
25 at this point, to tell us what to do, so we wouldn't

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1 have done that without Rydon saying, "Right, guys, we
2 now want you to investigate this". So we wouldn't have
3 done that without being told to do it.
4 Q. Well, did you have a discussion with Mr Lawrence about
5 doing that?
6 A. I can't recall.
7 Q. Was a cost comparison ever undertaken as between
8 a Rockwool and Rockpanel system on the one hand and
9 a Reynobond Celotex system on the other?
10 A. Not to my knowledge.
11 Q. Why is that?
12 A. Well, as I said just now, that would have been for
13 Rydons to have told us to do that.
14 Q. From Harley's perspective, was it because Harley were
15 keen to stick with Reynobond and therefore didn't want
16 to investigate the use of Rockpanel or indeed Rockwool
17 in place of Celotex?
18 A. No, we really are comfortable with -- I mean, Rockwool
19 as a product, it had been used before, we had no axe to
20 grind, as it were, with these things. But it would have
21 been for Rydons at that stage and/or the architect, or
22 a combination of both, because obviously the architect
23 would have had to have been involved in this, as would
24 the planners, because we'd be changing everything, and
25 if everybody in that -- within all the other

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1 stakeholders felt it was a good idea and then told us to
 2 go forward and start obtaining prices, we would have
 3 done, because it would have been pointless obtaining
 4 prices if all the other stakeholders had not bought into
 5 it.
 6 Q. Did you ever attempt to analyse whether any cost
 7 increase as a result of using the Rockwool/Rockpanel
 8 system could be offset by ECO grant funding?
 9 A. No.
 10 Q. Why is that?
 11 A. That wouldn't have been our job, that would have been
 12 down to Rydon.
 13 Q. Did you ever seek to have any discussions with Rydon
 14 about undertaking such an exercise?
 15 A. No, that's a matter for them.
 16 Q. Would it not also have been a matter for you as the
 17 subcontractor, given your role in assisting them in
 18 choosing Reynobond ACM panels?
 19 A. We would have been happy to have assisted if they did
 20 ask. They did ask on Ferrier Point and we assisted.
 21 Q. Comparing your proactive approach on the ACM with your
 22 non-proactive approach on Rockpanel, can you explain why
 23 it is that you didn't take the same proactive approach
 24 with looking at Rockpanel as you did with the ACM?
 25 A. Well, I don't think it wasn't proactive, I had clearly

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1 spoken to them. It was proactive.
 2 Q. We don't see any evidence anywhere at least here, and
 3 indeed anywhere else, of you saying to Rydon, "We should
 4 investigate the use of a system incorporating Rockwool
 5 and Rockpanel together in an attempt to obtain
 6 ECO funding and do a price comparison exercise". We've
 7 not seen that, and my question really is: why is that?
 8 A. That's a matter for other stakeholders, it's not
 9 a matter for us. There is the client, there is the
 10 architect, there is Rydon, there is the planners. If
 11 all of those stakeholders wished that situation, we
 12 would have been delighted to assist, as we did with
 13 everything else.
 14 Q. That's why I say you were not proactive in pushing that
 15 exercise, were you?
 16 A. We can't be proactive if we didn't know that's what they
 17 wanted. If we knew that was what they wanted, we would
 18 have then been proactive.
 19 Q. Just as you had obtained quotes from CEP and Alcoa, it
 20 would have been easy for you, would it not, to have
 21 obtained quotes from a supplier and fabricator for the
 22 Rockwool/Rockpanel combination; is that not right?
 23 A. I guess so, yeah.
 24 Q. I think you are telling us the reason you didn't is
 25 simply that you weren't asked to; is that right?

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1 A. Yeah, correct. Yeah, correct. If -- this is obviously
 2 addressed to Simon, it's not addressed to me, so if
 3 Rydon said to us, "We've now spoken to the client, the
 4 architect, other stakeholders, now they wish to pursue
 5 this", fair enough, we would have pursued it and been
 6 proactive. But we can't go off on tangents all over the
 7 place pursuing things at will.
 8 Q. Can we look at {RYD00009673}, please. It's an email
 9 from you on 24 June to Zak Maynard saying:
 10 "Zak
 11 "I am pleased to advise that the majority of the
 12 items below are acceptable, notes added in Red. I would
 13 however draw your attention specifically to items 10 and
 14 12."
 15 Then if we go into the email itself, scrolling down
 16 into the email from Zak Maynard to you, which was the
 17 26-item list of queries and confirmations, and go to
 18 item 12 a little bit lower down that page
 19 {RYD00009673/2}, we can see where he had said:
 20 "Rockwool Duo-slab insulation to be used to ensure
 21 Eco Funding secured on the project."
 22 This is where you respond and you say:
 23 "We have been contacted by Rockwool in this regard.
 24 They advise that unless they supply the cladding panels,
 25 rails, and insulation as a complete system, Eco Funding

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1 would not be available to the client on this project.
 2 Whilst we are happy to use Rockwool as an insulation
 3 product, our bid is based on using Reynobond panels, and
 4 aluminium rails from a supplier yet to be confirmed.
 5 I am not sure where we go with this?"
 6 A. Yeah.
 7 Q. By saying "our bid was based on Reynobond", were you
 8 suggesting to Mr Maynard that the cost would increase if
 9 you used Rockwool or the Rockwool system?
 10 A. I didn't know, but I believe the Rockpanel system is
 11 (inaudible) thick, so it would be more money, that's
 12 absolutely for sure. But as you can see, as I explained
 13 just now, I'm asking Rydon, "Where do we go with this?"
 14 So I'm asking them to tell me. And if the response had
 15 been, "Yeah, please pursue that", then that's what we
 16 would have done.
 17 Q. Yes, and by saying, "our bid was based on Reynobond", it
 18 looks as if your concern was departing from the system
 19 using Reynobond and using a Rockpanel system, because
 20 you couldn't control the costs.
 21 A. No, because the original bid, of course, was based --
 22 what I probably should have said there, the original bid
 23 was based on zinc, and the value engineered version was
 24 then obviously Reynobond, so we had got to that point,
 25 so to change it again would have been another change,

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1 which would not have been an issue to us if that was
 2 what we were instructed to do, but the cost would
 3 definitely have gone up, and the project was already
 4 under pressure from a budget point of view. We don't
 5 control the budget. If the client had said, "Here's
 6 another £500,000 to go and do it in Rockpanel",
 7 absolutely no issue at all.

8 Q. We have seen earlier evidence where Harley had expressed
 9 a preference for working with Alcoa and getting
 10 Reynobond from a Harley selfish point of view. Did that
 11 preference contribute to a lack of interest in the
 12 Rockwool proposal, Mr Harris?

13 A. I don't think they're connected.

14 Q. Right, you don't think they're connected.

15 You also say here that ECO funding would not be
 16 available to the client -- you say:
 17 "... unless they supply the cladding panels, rails,
 18 and insulation as a complete system, Eco Funding would
 19 not be available to the client on this project."

20 Is that a fair summation of what you had been told
 21 by Tom Elliott?

22 A. Yes.

23 Q. Looking back at it, it seems that Tom Elliott had told
 24 you that, in order to attract ECO funding, it needed
 25 a 25-year guarantee, and in fact it was the problem with

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1 the guarantee that would mean that there would be
 2 difficulty attracting ECO funding.

3 A. Well, I think he'd said that to Simon, hadn't he?

4 Q. I see.

5 Now, we can't identify any response from Rydon,
 6 whether Zak Maynard or anybody else, in response to what
 7 you say at paragraph 12 in red there, which is still up
 8 on the screen. Did you investigate in the end whether
 9 any ECO funding would in fact offset costs?

10 A. No, that wouldn't have been a matter for us.

11 Q. Did you ever chase Rydon up to give you a response in
 12 what they wanted?

13 A. No, that was between them and the client.

14 Q. So you let it lapse?

15 A. Well, it wasn't for us to do anything with.

16 MR MILLETT: I see.

17 Mr Chairman, I've come to the end of my questions.

18 SIR MARTIN MOORE-BICK: Yes, thank you.

19 MR MILLETT: In the usual way, I will need to take the usual
 20 check to see whether there is anything I need to ask or
 21 whether there are others who have questions.

22 SIR MARTIN MOORE-BICK: Do you think ten minutes is long
 23 enough?

24 MR MILLETT: I think ten minutes will probably be long
 25 enough.

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1 SIR MARTIN MOORE-BICK: Just so you understand what's going
 2 on, Mr Harris, counsel has reached the end of his
 3 questions, but he needs time just to check that there's
 4 nothing he's overlooked or that anyone else would like
 5 him to ask.

6 So we are going to have a short break now just for
 7 ten minutes until 4.30, and then at 4.30 we will see if
 8 there are a few more questions that he would like to put
 9 to you. Is that all right?

10 THE WITNESS: Yes, no problem.

11 SIR MARTIN MOORE-BICK: Good, thank you.

12 As I have told you before, please don't talk to
 13 anyone about your evidence during the break. All right?

14 THE WITNESS: Understood.

15 SIR MARTIN MOORE-BICK: Thank you very much.

16 4.30, then, please.

17 (4.21 pm)

18 (A short break)

19 (4.30 pm)

20 (Proceedings delayed)

21 (4.37 pm)

22 SIR MARTIN MOORE-BICK: Well, Mr Harris, I'm sorry we kept
 23 you waiting, there were one or two things that had to be
 24 organised before we could resume.

25 Mr Millett, do you have some further questions?

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1 MR MILLETT: Mr Harris, I don't have any further questions
 2 for you, so it remains for me to thank you very much for
 3 coming remotely to the Inquiry to give evidence. It's
 4 been very helpful, and I'm very grateful. Thank you.

5 SIR MARTIN MOORE-BICK: Yes, well, I certainly echo that,
 6 Mr Harris. It's very good of you to make yourself
 7 available to give evidence to us. It's been very
 8 helpful to hear what you have to say. So thank you very
 9 much.

10 Excuse me a minute, your counsel now wants to say
 11 something.

12 MR RENTEURS: Before Mr Harris is released, I just wonder
 13 whether Counsel to the Inquiry was proposing to put the
 14 same question that's usually asked of the other
 15 witnesses?

16 MR MILLETT: No.

17 SIR MARTIN MOORE-BICK: Well, Mr Harris, that is the end of
 18 the questioning. Thank you again for making yourself
 19 available, we are grateful to you, and that's the end of
 20 it.

21 So there is no point in my telling you you can go
 22 home now, because you are already there, but you can go
 23 and have another cup of tea, anyway. Thank you very
 24 much indeed.

25 (The witness withdrew)

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1 SIR MARTIN MOORE-BICK: Mr Millett, thank you very much. 203
2 That's it for this week.
3 MR MILLETT: It is .
4 SIR MARTIN MOORE-BICK: And we shall resume on Monday with
5 another witness.
6 MR MILLETT: Another Harley witness, yes, Mr Chairman.
7 SIR MARTIN MOORE-BICK: Thank you very much. 10 o'clock on
8 Monday.
9 (4.40 pm)
10 (The hearing adjourned until 10 am
11 on Monday, 14 September 2020)
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