

OPUS 2

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Grenfell Tower Inquiry

Day 51

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1 Monday, 12 October 2020
 2 (10.00 am)
 3 SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to
 4 today's hearing. Today we're going to start hearing
 5 evidence from witnesses from the Tenant Management
 6 Organisation.
 7 Yes, Mr Kinnier.
 8 MR KINNIER: Thank you, sir. May I call Mr Paul Dunkerton.
 9 MR PAUL DUNKERTON (affirmed)
 10 SIR MARTIN MOORE-BICK: Thank you very much, Mr Dunkerton.
 11 Good morning. Do sit down, make yourself comfortable.
 12 THE WITNESS: Good morning. Thank you.
 13 SIR MARTIN MOORE-BICK: Yes, Mr Kinnier.
 14 Questions from COUNSEL TO THE INQUIRY
 15 MR KINNIER: Thank you, sir.
 16 Good morning. Thank you very much for attending
 17 today to give evidence.
 18 If you have difficulty understanding anything I say,
 19 please say so and I'll repeat or reformulate the
 20 question.
 21 If you feel that you need a break at any time,
 22 please don't hesitate to say so.
 23 Finally, try to keep your voice up, so that the
 24 transcriber can hear you and keep a record of what you
 25 say.

1

1 Now, the first thing I would like to do is take you
 2 to your statements, and it's right that you have made
 3 two statements to the Inquiry. They will be in a folder
 4 on the table, and they will also flash up on the screen
 5 for you.
 6 The first statement is dated 7 February 2019, and
 7 the reference is {TMO00000885}, and the second is dated
 8 7 November 2019, and that reference is {TMO00847336}.
 9 First of all, have you read your statements
 10 recently?
 11 A. Yes.
 12 Q. Can you confirm that their contents are true?
 13 A. Yes.
 14 Q. Have you discussed your statements or your evidence with
 15 anyone before coming here today?
 16 A. No.
 17 Q. For the avoidance of doubt, all the exhibits are taken
 18 to have been formally added to the Inquiry record.
 19 Now, Mr Dunkerton, I would first like to start with
 20 questions about your background, your qualifications,
 21 and your experience.
 22 A. Thank you.
 23 Q. First of all, it's right that you're a carpenter by
 24 trade?
 25 A. Yes.

2

1 Q. After starting work, you later returned to college; is
 2 that right?
 3 A. Correct, yes.
 4 Q. And that in 2003 and 2004, you completed a Higher
 5 National Certificate and a Higher National Diploma in
 6 building studies; is that right?
 7 A. Yes.
 8 Q. Whilst you were pursuing your HNC and HND studies, did
 9 they involve an element of project management studies?
 10 A. Yes, they did, yes.
 11 Q. Is it right that you received training in project
 12 management at the Spring Grove Property Maintenance
 13 between 2001 and 2005?
 14 A. Yes, they assisted me through my sort of training
 15 period, yes.
 16 Q. Did those projects involve predominantly maintenance and
 17 repair and those type of tasks?
 18 A. Yes, they did, yes.
 19 Q. You then worked as a project manager at Acton Housing
 20 Management; is that right?
 21 A. Yes.
 22 Q. How long were you at Acton?
 23 A. Off the top of my head, I'm not entirely sure, sorry.
 24 It was probably two years, if I had to have -- two,
 25 maybe three years. Sorry, I'm not entirely sure.

3

1 Q. What type of projects did you manage during your time
 2 there?
 3 A. They were small type of refurbishment or
 4 maintenance-type projects.
 5 Q. Were any concerned with high-rise buildings?
 6 A. No, they wasn't.
 7 Q. Next you got a job as a project manager at Hammersmith
 8 and Fulham Homes; is that right?
 9 A. That's correct, yes.
 10 Q. How long were you at Hammersmith and Fulham?
 11 A. Again, I'm not entirely sure, but possibly a little bit
 12 longer than Acton Housing; possibly two, possibly three,
 13 possibly four years.
 14 Q. What type of projects did you manage whilst you were
 15 there?
 16 A. Similar type of refurbishment projects but a little bit
 17 on the larger scale.
 18 Q. Were any concerned with high-rise buildings, can you
 19 remember?
 20 A. They were not, no.
 21 Q. Is it right that you came to the TMO through the
 22 Oyster Partnership?
 23 A. That's correct, yes.
 24 Q. The Oyster Partnership, is that an employment agency?
 25 A. It is, yes.

4

1 Q. Do you remember whether the TMO were specifically
 2 looking for a project manager at the time?
 3 A. Initially they were looking for a project manager to
 4 manage some of their smaller refurbishment-type
 5 projects, and I was appointed to work with them on
 6 managing their -- they called it the Decent Homes
 7 programme, which is a kitchen and bathroom type of
 8 refurbishment programme.
 9 Q. And after you had completed that project, or whilst you
 10 were still on that project, is it right that you moved
 11 on to the Hidden Homes project?
 12 A. That is correct, yes.
 13 Q. What were your responsibilities as part of that project?
 14 A. Working with -- working and bringing some of the
 15 projects together, some of the design team, some of the
 16 organisation's technical team, so it was trying to bring
 17 all the projects -- all the aspects of a project
 18 together for delivery. Part of the TMO was -- the team
 19 was working with the maintenance teams to identify areas
 20 that had hidden opportunities to create larger family
 21 homes.
 22 Q. Thank you.
 23 Then you were later involved in the fire door
 24 replacement project; is that right?
 25 A. Yes, it's a project I inherited that I saw through to

5

1 the conclusion.
 2 Q. What were your responsibilities as part of that
 3 programme?
 4 A. That particular programme, like I say, I inherited the
 5 project as the TMO didn't have a project manager in
 6 place at that particular time to see through the end of
 7 the project, and it was near conclusion, at the final
 8 account stage, where I was asked to look to take control
 9 or management of the project to see the final account in
 10 the last stages of the project.
 11 Q. Looking at the Decent Homes project, the Hidden Homes
 12 project and the door replacement programme, did any
 13 involve managing a large and complex refurbishment of
 14 a building?
 15 A. No.
 16 Q. Thank you.
 17 The next topic I'm going to ask you questions about
 18 is training, Mr Dunkerton.
 19 A. Okay.
 20 Q. First of all, before joining the TMO, did you receive
 21 any training on fire safety requirements in relation to
 22 high-rise buildings?
 23 A. No.
 24 Q. Before joining the TMO, did you receive any training or
 25 have any experience of assessing the suitability of

6

1 different materials and design features required for
 2 high-rise residential buildings?
 3 A. No, I didn't.
 4 Q. Before joining the TMO, did you receive any training or
 5 have any experience of cladding on high-rise buildings
 6 and their relevant fire safety considerations?
 7 A. No.
 8 Q. Did you receive any training from the TMO to allow you
 9 to perform your job on the Grenfell Tower refurbishment
 10 project?
 11 A. No.
 12 Q. Was there any specific fire safety training or advice
 13 provided to TMO employees about the lessons to be learnt
 14 from the Lakanal House fire, which happened in 2009?
 15 A. Not that I'm aware of, no.
 16 Q. During your time at the TMO, did you receive any
 17 training in relation to the potential fire risks from
 18 cladding on high-rise blocks following the fire at
 19 Lakanal in 2009?
 20 A. No.
 21 Q. What was your understanding -- first of all, were you
 22 aware of the fire in Lakanal House in 2009?
 23 A. At that particular time, I'm not entirely sure. I am
 24 aware of it now, but at the time, I can't say if I was
 25 aware of it or not.

7

1 Q. When you say "at the time", that's during the time of
 2 your employment by the TMO, is it?
 3 A. Yes, yeah.
 4 Q. The next topic I would like to discuss with you is your
 5 role in the refurbishment project.
 6 Now, could I ask you to turn to paragraph 12 of your
 7 first witness statement, and the reference for that is
 8 {TMO00000885/2}. At paragraph 12 you say this:
 9 "The early stages of this Project were managed by
 10 Mark Anderson, the Director of Asset Investment and
 11 Engineering at the time. I sat next to Mark at the main
 12 TMO office, known as the Hub, and he asked me to provide
 13 administrative help to him on the Project. In this
 14 respect I was a Project Manager reporting directly to
 15 Mark Anderson."
 16 First of all, when did Mr Anderson ask you for
 17 administrative help on the project?
 18 A. I can't recall a specific conversation with him, so
 19 I can't recall exactly when he asked me, but I think it
 20 was more to do around -- at the point he asked was
 21 around the consultation period with the refurbishment
 22 scheme.
 23 Q. So would it be fair to assume that it was about spring
 24 2012 or thereabouts?
 25 A. Possibly, yes.

8

1 Q. What kind of administrative help did you provide to
2 Mr Anderson?
3 A. I helped Mark in some of -- like I said, at the
4 consultation period, I helped Mark with some of the
5 development of some of the newsletters, some of the
6 writing to residents, holding some of the consultations
7 with Mark, setting up the equipment or the samples that
8 were available, and filing some documents and just
9 general administration to assist in the refurbishment.
10 Q. Who was the project manager in the sense of being the
11 responsible decision-maker within the TMO, so making
12 decisions in relation to budgets, contractors,
13 maintenance of the programme, et cetera?
14 A. I reported to Mark Anderson, and it's my belief that
15 Mark Anderson was the main lead for that project.
16 Q. In the next paragraph of your witness statement, you say
17 this in the second sentence, and this is page 3
18 {TMO00000885/3}:
19 "With the Hidden Homes Project I was very much
20 a Project Manager who was in control of the project in
21 that the consultants, contractors and clerk of works on
22 this project all reported to me. Conversely, with the
23 Grenfell Tower Project I was predominantly there to
24 provide administrative assistance to Mark Anderson in
25 the early stages of the Project. I never worked

9

1 exclusively on this Project and continued to progress
2 the Hidden Homes Project and Fire Door Replacement
3 Programme at the same time."
4 Now, first of all, when you first became involved in
5 the Grenfell refurbishment project, how would you say
6 your time was divided between that and the other
7 programmes you were managing at the time?
8 A. Well, the administration of the Grenfell Tower wasn't
9 a full-time position then, and I wasn't constantly
10 spending my time on the project. And similarly with the
11 other projects, I was probably more involved with the
12 Hidden Homes project at the time. The final accounts
13 was just going through some procedures that didn't need
14 full attention for the fire door replacement. So I sort
15 of managed my time between the three projects.
16 Q. Can you give us an estimate, maybe in percentage terms,
17 of how much of your time was spent on Grenfell compared
18 to the other programmes you were involved with?
19 A. Possibly 60% on the Hidden Homes project; possibly, say,
20 30% or so on the door entry -- sorry, the fire door
21 project; and the rest was probably spent on the
22 administration for Mark on the Grenfell Tower
23 refurbishment project.
24 Q. Thank you.
25 Now, in your statement you say that you were there

10

1 to provide administrative assistance to Mr Anderson in
2 the early stages of the project. Did your role change
3 at any point in the project?
4 A. Yes, I got a -- I wouldn't say changed, no, but I became
5 a little bit more involved in the scheme, and certainly
6 when Mark Anderson left the organisation, I was a little
7 bit more involved.
8 Q. So from January 2013 onwards until you left?
9 A. I wouldn't say onwards until I left, no. There was
10 a small period where Mark was -- had left the
11 organisation, they hadn't appointed a director or asset
12 manager for housing or -- I forget the title of the
13 role, but Peter Maddison took the role over. In that
14 small period of time, I took a little bit more of
15 a proactive role in the project.
16 Q. Can you give us an idea of what additional
17 responsibility you performed during that period of time?
18 A. I wouldn't say necessarily responsibility, but I was
19 a little bit more involved with some of the -- keeping
20 the presentation for the TMO available in attending some
21 of the meetings, maybe a bit more on some of the
22 documentation, filing through, and being a little bit
23 more involved in some of the aspects of the project.
24 Q. Thank you.
25 Now, at paragraph 15 of your first witness

11

1 statement, which can be found at {TMO00000885/3}, you
2 say this:
3 "As stated earlier, I was essentially administrative
4 support to Mark Anderson in the time he worked on the
5 Grenfell Tower Regeneration Project. I had no
6 involvement in defining the scope or setting the budget
7 for the regeneration project. I also had no involvement
8 in the procurement of consultants, designers or
9 contractors, nor did I have any input into decisions
10 made about the design or materials used."
11 Now, first of all, did anyone report to you during
12 Mark Anderson's time at the TMO in relation to the
13 Grenfell project?
14 A. Not directly to me, as -- no.
15 Q. Did you monitor the budget for the project?
16 A. No. When you say "monitor", I followed the proceedings
17 of the budget, but I wasn't -- there wasn't
18 authorisation to make decisions on the budget.
19 Q. Were you responsible for giving any instructions to any
20 contractors?
21 A. No.
22 Q. Were you responsible for monitoring the work carried out
23 by contractors?
24 A. No.
25 Q. Were you responsible for ensuring that any work done was

12

1 within budget?
 2 A. Not necessarily, no.
 3 Q. Were you responsible for keeping the work on time?
 4 A. Not necessarily, no.
 5 Q. Beyond helping with admin, during Mark Anderson's time
 6 at the TMO, what kind of decisions were you permitted to
 7 take?
 8 A. I was more of a presence in some of the meetings, and
 9 I would take instructions or authorisation to and from
 10 the meeting to the TMO, predominantly Mark Anderson.
 11 Q. Who at the TMO was responsible for making the decisions
 12 about design and the materials used, was that
 13 Mark Anderson?
 14 A. Mark Anderson had an influence in it, yes.
 15 Q. After Mr Anderson left, who was responsible for making
 16 those types of decisions?
 17 A. My belief is Peter Maddison had quite heavy influence
 18 over the design of the project.
 19 Q. When you say "heavy influence", what do you mean by
 20 that, could you give us an example?
 21 A. Well, he had a good perspective of what he -- how he
 22 wanted to see the project proceed, and I think he had
 23 good influence over some of the decisions and the type
 24 of design for the building.
 25 Q. Now, at paragraph 16 of your first statement you say

13

1 this:
 2 "By the time that Mark Anderson resigned towards the
 3 end of 2012, it had become clear that there was a need
 4 for full time management of the Grenfell Tower
 5 Refurbishment Project. I was asked to take on more
 6 responsibility however I made it clear that I did not
 7 want to be a lead on the Project."
 8 Why had the need for full-time management become
 9 clear at that point, so the end of 2012?
 10 A. Because of the absence of Mark Anderson.
 11 Q. And what further responsibility were you asked to take
 12 on?
 13 A. I don't recall any specific tasks to be taken on, I was
 14 just taking a bit more of a proactive role in being the
 15 presentation for -- a presence for the council, in
 16 particular attending meetings and pass documentation for
 17 the scheme.
 18 Q. Did you interview for the full-time job left by
 19 Mr Anderson?
 20 A. Sorry, for Mr Anderson's role?
 21 Q. Yes, or at least the project management role.
 22 A. I interviewed for a project management role, yes, not
 23 for the Grenfell Tower refurbishment project.
 24 Q. David Gibson has said that you interviewed for that role
 25 but were unsuccessful. Is that right?

14

1 A. I interviewed for a project manager's role. It wasn't
 2 the project manager's role for the Grenfell Tower
 3 refurbishment project. They needed a project manager.
 4 Whether they decided to give the role to that project
 5 manager, I don't know, but the role was advertised for
 6 a project manager.
 7 Q. But it wasn't Grenfell?
 8 A. Not as far as I'm aware. It might have been part of the
 9 project that it managed when I moved on, but the title
 10 and description of the job was for a project manager.
 11 Q. Were you told why you were unsuccessful?
 12 A. I don't know, I'm not entirely sure why, no.
 13 Q. So you weren't told or you can't remember?
 14 A. I can't remember and -- no, I can't remember.
 15 Q. Were you told by David Gibson or anyone else at the TMO
 16 what they were looking for in terms of the
 17 qualifications or experience for the project manager's
 18 role that was advertised?
 19 A. I do recall having a conversation with David Gibson,
 20 yes. I can't recall what the conversation entailed, no.
 21 Q. Thank you.
 22 Now, going back to your witness statement, your
 23 first one, you say this at paragraph 17:
 24 "Peter Maddison was then appointed as Director of
 25 Asset Investment and Engineering and he had a very clear

15

1 view of how he wanted to manage the Project. Peter
 2 almost immediately took over any involvement I had in
 3 it."
 4 After he took over, did your role revert to
 5 primarily admin assistance?
 6 A. Yes.
 7 Q. Can you help us, what view did Peter Maddison have of
 8 how he wanted, first of all, to run the project?
 9 A. I think Mark -- Peter Maddison wanted to have a bit more
 10 of a proactive and overall management of the scheme.
 11 Q. What do you mean, "more proactive", relative to what?
 12 A. Well, instead of attending meetings, for example, some
 13 of the documentations from some of the administration
 14 duties I was performing, he took more ownership of them
 15 duties.
 16 Q. Can you give us an idea, how did Mr Maddison's approach
 17 differ to that taken by Mr Anderson?
 18 A. I'm not entirely sure. I feel that he was probably
 19 a bit more hands-on than Mark, and he wanted to be more
 20 in control directly with the designers, whereas Mark
 21 would be a bit more -- would be a bit more ... wasn't
 22 available as much as he was to go to some of the
 23 meetings.
 24 Q. Thank you.
 25 I'm now going to turn to a different topic, and that

16

1 is your starting to work on the Grenfell project itself .
 2 Now, can we look at a document, which is
 3 {ART00006411}, which ought to be the design team minutes
 4 from a meeting on 24 May 2012. We see you there on the
 5 first page, second identified as an attendee.
 6 First of all, do you remember this meeting?
 7 A. I don't ... not specifically, no, but obviously I was
 8 there.
 9 Q. Can you remember whether this was the first meeting you
 10 attended in relation to Grenfell?
 11 A. I'm not entirely sure.
 12 Q. Can you remember being briefed by anyone before you
 13 attended this meeting as to what the issues were and any
 14 position you were to articulate?
 15 A. No, I can't.
 16 Q. Before you attended the meeting, did you know any of the
 17 members of the design team, for example?
 18 A. Yes.
 19 Q. Did you know them all, or just certain individuals?
 20 A. Just certain individuals.
 21 Q. Can you remember which individuals those were?
 22 A. What, from the list I see in front of me or just --
 23 Q. Yes.
 24 A. Okay. Obviously I know Ricki Sams from the TMO,
 25 Alun Dawson I was aware of, David Hale I was aware of,

17

1 and Chweecheen Lim and Bruce Sounes.
 2 Q. Okay.
 3 Before the meeting, did you know the specific roles
 4 that those individuals were performing on the project?
 5 A. Yes.
 6 Q. If we scroll down the page, we will see the first
 7 introduction is that of Alun Dawson as project manager,
 8 assisted by David Hale.
 9 Given that you described yourself earlier as having
 10 some function or role of the project manager, were you
 11 surprised that Mr Dawson had been introduced as the
 12 project manager?
 13 A. No. I was a project manager for the TMO, not
 14 specifically for this project, and this is why they
 15 outsourced it to multidisciplinary contractors, which
 16 was Appleyards at the time, and they changed their name
 17 to Artelia, and part of that multidisciplinary role
 18 would be project management.
 19 Q. So following from that, you had no reason to question
 20 whether Mr Dawson was the project manager during that
 21 meeting?
 22 A. No.
 23 Q. Now, can you see under the introduction itself, the
 24 fourth point says this:
 25 "Contractor procurement options to be evaluated by

18

1 Appleyards/Studio E. TMO board need to be persuaded
 2 that keeping with the IESE contractor under KALC is in
 3 the project and TMO's best interest."
 4 Had you been briefed on the options for procuring
 5 contractors for the Grenfell refurbishment before this
 6 meeting?
 7 A. Possibly, I'm not entirely sure.
 8 Q. Can you remember what the options were in relation to
 9 procurement?
 10 A. Not specifically, no.
 11 Q. Looking at the particular phrase the "TMO board need to
 12 be persuaded", had the board expressed any view that
 13 you're aware of on the merits of any procurement options
 14 at that stage?
 15 A. Not that I can recall, no.
 16 Q. Now, can we scroll down to the third (sic) page of this
 17 minute, where it refers to initial scope. It says the
 18 first priority was new windows and cladding to the whole
 19 tower.
 20 Can you remember who determined those priorities?
 21 SIR MARTIN MOORE-BICK: I'm not sure we can see that part of
 22 the document, can we?
 23 MR KINNIER: If we scroll back up, perhaps {ART00006411/2}.
 24 (Pause)
 25 SIR MARTIN MOORE-BICK: There you are.

19

1 MR KINNIER: You see under "Costs" --
 2 A. Yeah.
 3 Q. -- then you have:
 4 "Appleyards to prepare budget ...
 5 " Initial scope identified on drawings and
 6 prioritised as follows:
 7 "1. New windows and cladding to the whole tower."
 8 Can you remember who determined those priorities?
 9 A. No, I can't, sorry.
 10 Q. Did you have any say in determining those priorities?
 11 A. No.
 12 Q. Can you remember when you were first aware that new
 13 windows and cladding were the TMO's first priority?
 14 A. I can't specifically recall when I knew what was
 15 involved in the scheme. I do understand that part of
 16 the cladding and windows were to form thermal efficiency
 17 of the building, and that's probably the spec I did
 18 know: we need to make this building more thermally
 19 efficient to ensure that we can try and make energy
 20 savings, and that would have fallen in place with the
 21 windows and doors and the cladding.
 22 Q. Okay, but you can't remember --
 23 A. Not specifically, no, sorry.
 24 Q. Did RBKC have any involvement, to the best of your
 25 knowledge, in determining the priorities for the project

20

1 at this or any later stage?

2 A. They possibly did, but not to my knowledge. I wasn't

3 involved in discussions with them.

4 Q. Okay. Thank you.

5 Now, following that meeting, Bruce Sounes emailed

6 Mr Anderson on 12 June 2012, and he attached a proposed

7 fee letter. If we could turn up that fee letter, it's

8 at {SEA00004562}. Mr Sounes says in that letter's

9 opening sentence:

10 "... I am writing to clarify our proposed fees and

11 conditions of service for the proposed upgrade ..."

12 And he sets out a suite of documents.

13 First of all, I'll just let you have a quick scan of

14 that letter, so you can familiarise yourself with it.

15 (Pause)

16 Can you remember ever seeing that letter before?

17 A. Possibly. I'm not entirely sure.

18 Q. Can you remember seeing or reading the documents that

19 were attached?

20 A. Possibly, I'm not entirely sure, sorry.

21 Q. Were you aware of what fees Studio E were proposing to

22 charge at this stage, ie mid-June 2012?

23 A. Not specifically, no. I wasn't heavily involved in the

24 procurement or negotiation of their fees at this stage.

25 Q. Were you aware of the time at which they were proposing

21

1 to pay those fees, they being the TMO?

2 A. Not that I recall. Possibly. There was a few design

3 fees that were paid that I was aware of, but I can't

4 recall if there was a stage payment plan.

5 Q. Did Mark Anderson discuss this letter or the attachments

6 with you?

7 A. Not that I recall.

8 Q. Can you remember who decided that Studio E should be

9 appointed?

10 A. No, I can't, sorry.

11 Q. At the time, were you aware of what checks had been

12 carried out to verify whether Studio E had the

13 competence and the experience to do the proposed job?

14 A. No, I don't, sorry.

15 Q. I'm now going to ask you to look at another letter,

16 which is dated 4 July, and is a letter that you sent to

17 residents. We can find that at {TMO10049901}. I'll

18 just let you refresh your memory.

19 (Pause)

20 A. Yeah.

21 Q. Now, in the second sentence you say this:

22 "We have appointed Studio E, as architects on our

23 behalf, and they will be writing to you requesting

24 access to your home so they can carry out internal

25 surveys."

22

1 Who confirmed Studio E's appointment to you for the

2 purposes of writing this letter?

3 A. Mark Anderson advised me that they were working with

4 Studio E, and I remember this, him saying that we needed

5 to write a letter to the residents to allow the

6 residents the opportunity to let the residents (sic) in,

7 so it was introducing Studio E.

8 Q. At this time, did you have any reason to look at the

9 terms and conditions upon which Studio E had been

10 appointed?

11 A. No, I was just asked to draft a letter to the residents.

12 Q. So, as far as you can remember, you wouldn't have looked

13 at the suite of documents that Studio E had sent to

14 Mark Anderson in their letter of --

15 A. I don't recall going through them documents, no.

16 Q. Looking back now, are you able to help us as to whether

17 you know whether anyone at the TMO checked the documents

18 that Mr Sounes had sent to Mr Anderson with this letter

19 of 12 June?

20 A. I'm sure someone did, but I'm not specifically aware of

21 who checked the documents.

22 Q. Can we next look at the minutes for project meeting

23 number 5, which was held on 18 July 2012, and the

24 reference is {ART00000168}. Again, I'll just let you

25 refresh your memory briefly. You are listed first in

23

1 the list of attendees.

2 (Pause)

3 A. Yeah.

4 Q. Do you recall the meeting at all?

5 A. Not specifically.

6 Q. Can you remember receiving the minutes?

7 A. I received quite a few minutes from most of the meetings

8 that I would file and keep on record.

9 Q. Did you read minutes when they came through to you?

10 A. I would have done, yes.

11 Q. Did you pass the minutes to Mark Anderson?

12 A. I would have done, yes.

13 Q. Did you update him following the meeting?

14 A. That was part of my role that he said -- as I said

15 earlier, that if he was unable to attend some of these

16 meetings, I would attend on his behalf and then give him

17 a briefing of what the discussions were.

18 Q. If we can scroll down, you will see, under the heading

19 "Appointments", it states:

20 "A. Dawson gave verbal confirmation that all

21 appointments are approved. However the TMO would like

22 to sub-contract all consultants via Studio E up until

23 Stage D, with the total fee up until Stage D not

24 exceeding £174k, which is the OJEU threshold for

25 requiring work to be tendered. This will probably mean

24

1 deferring some fees post Stage D."
 2 Now, did the reference to deferring fees mean that
 3 the appointees would be paid by the contractor after
 4 novation for work that they had done for the TMO before
 5 novation?
 6 A. I can't recall, sorry. I wasn't involved heavily with
 7 the fee negotiation.
 8 Q. Did that mean, to the extent that you can now recall,
 9 that the actual cost of the services required under the
 10 contract with the TMO was expected to be more than
 11 £174,000?
 12 A. Sorry, not that I recall. I just -- I wasn't involved
 13 in some of the negotiation -- fee negotiations.
 14 Q. Can you remember who at the TMO gave the instruction in
 15 relation to the structure of payment of fees?
 16 A. As I say, the project was managed by Mark Anderson, so
 17 I'm going to take the assumption that Mark Anderson
 18 would have made the agreements.
 19 Q. Okay.
 20 Can I next turn to an email dated 27 July 2012, and
 21 the reference for that is {ART00000981}.
 22 Now, there are a number of bullet points set out in
 23 that email, but I'll let you just refresh your memory
 24 briefly before I ask you questions in relation to it.
 25 (Pause)

25

1 A. Okay.
 2 Q. Now, you were copied in to this email.
 3 Do you agree that at this stage -- so end of
 4 July 2012 -- Studio E were amending the figures to
 5 ensure that they fell below £174,000 by applying a 50%
 6 deferment?
 7 A. No, I can't -- I'm not entirely sure what their
 8 intentions were, sorry.
 9 Q. Now, can you remember any discussion of the deferment
 10 arrangements or not?
 11 A. No, I wasn't -- like I say, I wasn't involved in the fee
 12 negotiation, sorry.
 13 Q. Can you remember raising any questions with
 14 Mark Anderson regarding the structure of fees and
 15 payment for Studio E?
 16 A. Not that I recall.
 17 Q. I'm now going to turn to a new topic, and that's
 18 Studio E's terms and conditions.
 19 We looked at the email from Bruce Soune to
 20 Mark Anderson which attached Studio E's terms and
 21 conditions, and they can be found at {SEA000004561}.
 22 That's the email.
 23 Now, as part of your admin responsibilities, were
 24 you required to record and retain the project's
 25 contractual documents?

26

1 A. Yes, I would have been part of filing the contractual
 2 documents.
 3 Q. Now, as part of your responsibility for filing them, do
 4 you know whether anyone at the TMO signed Studio E's
 5 terms and conditions during 2012?
 6 A. Sorry, I can't recall, I'm not entirely sure.
 7 Q. Would you have been responsible for making sure that
 8 contractual documents had been signed or not?
 9 A. No.
 10 Q. Who would have been?
 11 A. I would have thought the TMO's legal team or the
 12 procurement team.
 13 Q. Can you cast any light on why the terms and conditions
 14 were not signed by the TMO during 2012?
 15 A. No, I'm not entirely sure.
 16 Q. Can we turn to another document now, which is at
 17 {SEA00009823}. Now, this is among the suite of
 18 documents that were sent by Mr Soune, and it is
 19 hopefully -- yes -- the project data document.
 20 Now, on page 5 {SEA00009823/5} it lists the project
 21 appointments. Working down from the top, Studio E --
 22 the second entry, I should say -- are listed as being
 23 the lead consultant, lead designer and architect as
 24 designer. Did that reflect your understanding of
 25 Studio E's role at the time?

27

1 A. Yes, my understanding was they were lead designer, yes.
 2 Q. We will see the very first entry is Appleyards as the
 3 CDM co-ordinator, and also as the contract
 4 administrator, the employer's agent and cost consultant.
 5 Again, did that accord with your understanding of the
 6 role at the time?
 7 A. Yes.
 8 Q. Thank you.
 9 Now, can we look at a separate document, which is at
 10 {SEA00009824/4}. We have here a definition of various
 11 roles, and the first definition is that of project
 12 manager, which says:
 13 "Preparing the Client's initial statement of project
 14 objectives, taking into account the Client's core
 15 operations and identifying constraints."
 16 Then:
 17 "Establishing the requirement for professional
 18 skills, including development of the Brief, procedure
 19 and programme management, and legal, insurance and
 20 financial services."
 21 Can you help us: who were carrying out those jobs
 22 for the TMO on the project?
 23 A. For this particular project, at the time my
 24 understanding is Mark Anderson was taking on these
 25 responsibilities.

28

1 Q. All of them?

2 A. As far as I'm aware. But, again, we do discharge some

3 duties, and one of those would be to a multidisciplinary

4 contractor, which was Appleyards.

5 Q. Can you remember now, going through each element of the

6 functions set out here, which ones Mark Anderson

7 performed and which ones Appleyards performed?

8 (Pause)

9 A. Yes.

10 Q. Can you help us with which ones Mr Anderson performed?

11 A. "Preparing the Client's initial statement of the project

12 objectives, taking into account the Client's core

13 operations and identifying constraints."

14 Q. And would he have been responsible for establishing the

15 requirement for professional skills and development of

16 the brief, et cetera?

17 A. Yes, yes.

18 Q. Would he have been responsible for identifying the roles

19 of client reps and stakeholders?

20 A. Yes, he would be part of that, yes.

21 Q. Managing the appointment of consultants and specialists?

22 A. Part of it, yes. Because I say part of that would be

23 appointing a multidisciplinary contractor, and they

24 would then give you some advice and guidance on other

25 types of consultants to appoint to the project.

29

1 Q. Thank you.

2 Issuing information, decisions, approvals and

3 constructions to the lead consultant, would that be

4 Mr Anderson or someone else?

5 A. He would be part of that, but I think, when Appleyards

6 were appointed, they were more in charge of that duty.

7 Q. Implementing of any feasibility studies and/or options

8 appraisals required, Mr Anderson or Appleyards?

9 A. I would say Appleyards.

10 Q. Developing and maintaining a project strategy?

11 A. Again, Appleyards, I would suggest.

12 Q. Managing development of the brief and overseeing its

13 implementation?

14 A. I would say that's a dual purpose with Appleyards and

15 Mark Anderson.

16 Q. Okay.

17 If we can scroll down slightly further so we can see

18 the balance of this page.

19 Identifying project procedures, would that be

20 Appleyards or Mr Anderson?

21 (Pause)

22 A. I would say Appleyards.

23 Q. And the penultimate one, preparing and maintaining the

24 master cost plan, et cetera?

25 A. Again, I would say that would be Appleyards.

30

1 Q. Finally, monitoring performance and activity, et cetera?

2 A. Yeah, I would say Appleyards.

3 Q. Thank you.

4 Now, we're now going to turn on to a separate topic

5 which flows from that, which is Appleyards and Artelia's

6 terms and proposals.

7 Can we turn to an email sent by Simon Cash to

8 Mark Anderson on 2 May 2012 which can be found at

9 {ART00006309}. If that could be amplified slightly, it

10 says:

11 "Please find attached our proposal for the provision

12 of Quantity Surveying, Employer's Agent and CDM

13 Coordinator services. A hard copy has gone in the post

14 to you today."

15 First of all, did you ever see that email? You're

16 not copied in on the face of it.

17 A. I can't recall seeing that email.

18 Q. If we now turn to a separate email, that's

19 Mark Anderson's email to Alun Dawson sent some three and

20 a half months later on 21 August 2012, which is at

21 {ART00006259}. Now, you were copied in to that; you are

22 the last named individual on the list. It stated that

23 the appointment of Appleyards was confirmed on the basis

24 of the 2 May proposal.

25 First of all, is that a fair reading of that email?

31

1 A. Yes.

2 Q. Is it fair to say that, at this point, you and the TMO

3 understood Artelia's role to be limited to quantity

4 surveying, employer's agent and CDM co-ordinator?

5 A. That's what it says in the letter, but I can't

6 specifically say I remember that.

7 Q. And that the balance of the project management role was

8 partly done in-house by the TMO and partly done along

9 the lines you've identified by Appleyards?

10 A. Yes, that's my understanding, yes.

11 Q. Can we now move forward in time to a meeting on

12 6 June 2013, and the minutes are at {ART00009106}. If

13 we can look at item 1.1 on that first page, please.

14 Could I invite you to read 1.1.

15 A. Sorry, do you want me to read it?

16 Q. Just read it to yourself, not out loud.

17 (Pause)

18 A. Okay.

19 Q. Now, would you agree that refers to the approval of

20 a revised project brief?

21 A. Yes, that's what it says.

22 Q. Now, can we turn to the revised brief, which is at

23 {ART00001219/2}. If that could be amplified,

24 particularly the top half, thank you.

25 Under "Contract and Procurement", the third

32

1 paragraph, last sentence says this:
 2 "Appleyards, who had previously acted as EA/QS will
 3 take on a full PM/EA role in addition to their QS
 4 responsibilities and will fulfil the Lead Consultant
 5 role."

6 Now, first of all, do you remember reading that
 7 revised brief?

8 A. I can't recall reading this in detail, no.

9 Q. Do you remember receiving it?

10 A. No, I can't recall receiving it.

11 Q. To the best of your recollection, were you expecting
 12 Appleyards to take on the full project management role
 13 at that stage, so June 2013?

14 A. Yes.

15 Q. Was there any discussion between you, Mr Maddison and
 16 Mr Gibson about Appleyards taking on that full role at
 17 that time?

18 A. I can't recall.

19 Q. Can you not remember whether there was a conversation,
 20 or can you not remember the substance of any
 21 conversation?

22 A. I can't remember if there was a conversation.

23 Q. Thank you.

24 Now, can I turn to a separate topic, which is the
 25 competence of the pre-contract design team.

33

1 Now, first of all, would you describe the Grenfell
 2 refurbishment project as complex, in that it was major,
 3 lengthy, multifaceted, which involved overcladding and
 4 replacing windows of a high-rise residential block with
 5 residents in situ?

6 A. Yes, I would.

7 Q. Because of its complexity, do you think you had the
 8 required experience for the role you carried out on that
 9 project?

10 A. I was carrying out an administration role, so I was
 11 capable of carrying out administration.

12 Q. Given that, I assume -- but please say if you
 13 disagree -- that you wouldn't have considered it part of
 14 your role to have verified the competence of contractors
 15 seeking to be engaged; is that fair?

16 A. Not -- the involvement I had with the project, no,
 17 I wouldn't have been -- had that possibility.

18 Q. At the TMO, whose responsibility would it have been to
 19 have verified the competence and experience of
 20 contractors seeking to be retained?

21 A. At this particular time, it would have been
 22 Mark Anderson or Peter Maddison. They both had full
 23 active roles on the scheme.

24 Q. To the best of your knowledge, do you remember whether
 25 anyone within the TMO carried out checks on the

34

1 competence of the pre-contract team for the Grenfell
 2 project?

3 A. I'm sure there was, but I wasn't part of that, so I'm
 4 not sure.

5 Q. So you can't say one way or the other?

6 A. I can't say one way or the other. I'm only assuming
 7 that Mark Anderson or Peter Maddison would have took
 8 that responsibility.

9 Q. Did you ask if anyone at the TMO had carried out such
 10 checks or did you assume it would be done and didn't
 11 ask?

12 A. I just assumed it would be done.

13 Q. Was it your understanding that Studio E and Appleyards
 14 had been appointed to the Grenfell project because
 15 they'd worked on the KALC project?

16 A. No, I was advised by Mark, as the letter said earlier,
 17 that we've appointed Studio E. I'm not entirely --
 18 I know they were part of the KALC project; I'm not sure
 19 how they were asked to manage the refurbishment of
 20 Grenfell Tower.

21 Q. Okay. So you can't speak to the reasons for their
 22 appointment?

23 A. No.

24 Q. Okay.

25 I'm now moving on to a separate topic, which is the

35

1 decision to re-tender.

2 Could we look first, please, at {ART00000637}. Now,
 3 this is an email from Laura Johnson of RBKC to
 4 Cliff Thomas at Leadbitter dated 3 January 2013. Could
 5 I ask you to read the third paragraph of this to
 6 yourself.

7 A. Sorry, the third paragraph or number 3?

8 Q. "There was originally a total of around ..."
 9 (Pause)

10 A. Okay.

11 Q. Now, you're not included in the distribution list for
 12 this email. Have you seen this email before today, can
 13 you remember?

14 A. No, I don't recall seeing this email.

15 Q. Were you aware at the time of the view within RBKC that
 16 Leadbitter should not be appointed to the Grenfell
 17 project?

18 A. No, I wasn't aware they weren't going to be appointed to
 19 the Grenfell Tower project. I was aware that
 20 Peter Maddison had intentions to re-procure the project.

21 Q. And that would have been after this email was sent?

22 This email is dated 3 January 2013.

23 A. Possibly, yes.

24 Q. Now, Mark Anderson was copied in to this email. Do you
 25 know whether he thought that Leadbitter should not be

36

1 appointed to the Grenfell project?
 2 A. No, I don't recall Mark saying they shouldn't be
 3 appointed.
 4 Q. Do you remember any discussion with him regarding the
 5 continuing role of Leadbitter in the project?
 6 A. No, not that they were going to be removed from the
 7 project, but there was negotiations over some of their
 8 costings for the project.
 9 Q. But nothing more than that?
 10 A. Nothing more than that.
 11 Q. Thank you.
 12 Now, could I ask you to turn to the minutes of
 13 a project review meeting on 11 January 2013, and they
 14 can be found at {TMO00847332}.
 15 Now, just looking at the list of attendees at the
 16 top, the first one is Mike Hallimond. He was there for
 17 the TMO. What role did he have on the project?
 18 A. Mike Hallimond was effectively who I used to report to
 19 and, in the TMO, was like my effectively line
 20 management. But on this particular project, as far as
 21 I'm aware, he had very limited involvement.
 22 Q. Looking at the first paragraph of the minute, it says
 23 that Mark Anderson had left.
 24 A difficult question: can you remember a more
 25 precise date when he left in January 2013?

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1 A. No, sorry.
 2 Q. Okay.
 3 Now, if we can scroll down to item 3 --
 4 SIR MARTIN MOORE-BICK: Sorry, Mr Kinnier, perhaps I'm a bit
 5 slow on the uptake. That was the first of those
 6 numbered paragraphs, was it?
 7 MR KINNIER: Yes.
 8 SIR MARTIN MOORE-BICK: Sorry, yes. My fault, thank you.
 9 MR KINNIER: Sorry, sir.
 10 Can we scroll down to item 3, which is Leadbitter's
 11 estimated cost. Thank you. It says there that
 12 Leadbitter's estimated cost is £2 million higher than
 13 the Appleyards stage D cost plan, and if we look down at
 14 paragraph 5, there is a reference to advising TMO on the
 15 validity of the Leadbitters cost plan to allow
 16 consideration of re-procuring.
 17 Would you agree that the TMO was considering
 18 re-procurement of the project at this point, ie
 19 11 January 2013?
 20 A. There was discussions of re-procurement. No decision
 21 had been made at that point, as far as I'm aware.
 22 Q. Can you remember, given it was 11 January 2013, who
 23 within the TMO had suggested that re-procurement ought
 24 to be considered?
 25 A. I can't specifically recall anyone saying that. I do

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1 know Peter Maddison was involved in some of the
 2 re-procurement later.
 3 Q. Can you remember whether Mark Anderson ever raised it
 4 with you before he left in January 2013?
 5 A. Not that I recall.
 6 Q. Before Mr Anderson left, did he give you a handover
 7 briefing, can you remember?
 8 A. No, not that I'm aware.
 9 Q. Do you know whether he gave Mr Maddison a handover
 10 briefing?
 11 A. I'm not sure.
 12 Q. In your first witness statement you refer to a TMO
 13 programme board meeting that you attended on
 14 17 January 2013. If I might ask you to turn to
 15 paragraph 42 of that statement, and the reference is
 16 {TMO00000885/8}.
 17 Now, at paragraph 42 you state, amongst other
 18 things:
 19 "... I attended a Programme Board meeting in which
 20 we discussed the £2m overspend on the project."
 21 At paragraph 43, you go on to say this:
 22 "While I cannot recall this particular meeting, I am
 23 confident that I would have been updating the Executive
 24 Team in the absence of Mark Anderson. I do recall that
 25 the pricing specifications put forward by Appleyards and

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1 Leadbitters were £2m apart which was very concerning."
 2 With the benefit of that aspect of your statement,
 3 could I ask you again whether you remember whether
 4 Mr Anderson had any discussions with you regarding
 5 procurement options before he left?
 6 A. I don't recall anything specific about procurement, so
 7 I'm not entirely sure.
 8 Q. Now, could I ask you to turn to the minutes from that
 9 project board meeting on 17 January 2013, which are at
 10 {TMO10049908}.
 11 First of all, the programme board is for the senior
 12 executive team at the TMO; is that correct?
 13 A. Yes, that's correct.
 14 Q. Grenfell is at item 3, which is on the third page
 15 {TMO10049908/3}. May I just ask you to read to yourself
 16 the first paragraph to refresh your memory.
 17 (Pause)
 18 A. Okay.
 19 Q. Now, looking at what is said in that first paragraph,
 20 was it the case that, because the cladding costs for
 21 KALC were being reviewed, the proposed cladding costs
 22 for Grenfell would also be reviewed?
 23 A. Possibly, yes. I do know we had various different
 24 options that were considered.
 25 Q. Was there any discussion at this meeting about whether

40

1 the cladding would be too expensive and should be
 2 dropped from the proposed works, can you remember?
 3 A. No, sorry, I can't recall.
 4 Q. Can you give us now your recollection of the gist of the
 5 discussions regarding the cladding during the course of
 6 that programme team meeting?
 7 A. I can't recall specific discussions of the cladding, no,
 8 sorry.
 9 Q. Okay.
 10 Can I ask you to scroll down and look at the third
 11 paragraph under this heading, which starts:
 12 "We would have to go back to RBKC ..."
 13 You see in particular the second sentence says:
 14 "Clarification required on whether we had to have
 15 the same standards as those for the KALC project."
 16 Now, first of all, was that clarification sought by
 17 the programme board?
 18 A. I think we're missing a key point here. The most cost
 19 effective -- the key point of the project was about
 20 thermal efficiency of the building, and I think we was
 21 looking at what would provide the best thermal
 22 efficiency for the building, whether it would be
 23 cladding or some other types of insulation.
 24 Q. Can you recall who prompted the request for
 25 clarification?

41

1 A. No, sorry.
 2 Q. Which member of the board?
 3 A. I can't recall.
 4 Q. Was the effective suggestion that the TMO didn't need
 5 the standard to be as high for Grenfell as it had been
 6 for KALC?
 7 A. No, not that I recall.
 8 Q. Were you able to give the board the clarification that
 9 they sought after the meeting?
 10 A. I would have done, but I don't recall. I would have fed
 11 back the information from the meeting.
 12 Q. Okay.
 13 Can we turn to the next paragraph, which notes that
 14 you would keep the executive team updated on progress on
 15 getting back to the £9.4 million budget.
 16 Can you remember whether you did update them?
 17 A. As I said, I may have done. I can't recall a specific
 18 conversation with them.
 19 Q. Mr Maddison started at the TMO on 21 January 2013. Did
 20 you brief him on the state of the project when he
 21 arrived?
 22 A. Yes, I would have done.
 23 Q. Can you remember now the gist of what you told him
 24 about?
 25 A. No, not entirely, no, sorry.

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1 Q. Would you have covered procurement options, can you
 2 remember?
 3 A. No, I would have covered where the project was and the
 4 cost difference within the project, some of the
 5 consultation processes we've already gone through with
 6 some of the residents. Not entirely sure I went through
 7 the procurement stage with Peter Maddison.
 8 Q. When you say you're not entirely sure, are you saying
 9 that you can't remember?
 10 A. I am saying I can't remember, yes.
 11 Q. Can you remember whether you had any specific discussion
 12 regarding cladding and cladding choices and cost?
 13 A. I can't remember the conversations in that detail, no.
 14 Q. Can I ask you now to turn to an email you received from
 15 Bruce Sounes on 28 January 2013, which is at
 16 {TMO00848941}. The first sentence of that email says:
 17 "I'm writing to follow up our conversation on Friday
 18 regarding outstanding fees."
 19 Now, take it from me the 28th was a Monday, so the
 20 Friday before was 25 January. Do you recall that
 21 meeting? Or the conversation, I should say.
 22 A. Sorry, can you repeat your question, please?
 23 Q. Yes, of course.
 24 You will see in the first line of the email it says:
 25 "I'm writing to follow up our conversation on Friday

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1 regarding outstanding fees."
 2 Do you recall that conversation regarding
 3 outstanding fees?
 4 A. No, not specifically.
 5 Q. Can you remember whether it was a conversation on
 6 a phone or a meeting?
 7 A. I'm sorry, I can't recall.
 8 Q. Okay.
 9 Can you recall any meeting between you,
 10 Peter Maddison and Bruce Sounes at this time, in
 11 January, regarding outstanding fees?
 12 A. I had a few meetings. I can't recall specifics and
 13 discussions in the meetings, sorry.
 14 Q. Okay.
 15 If we turn to the next paragraph, the third sentence
 16 states:
 17 "The Design Team agreed to defer half their Stage D
 18 fee to ensure the total cost to KCTMO fell below the
 19 OJEU threshold for services. The spreadsheet implies
 20 that the team were sub-consulted to Studio E but this
 21 was not the case and all Consultants fees were paid
 22 direct."
 23 Now, by this stage, were you aware of the meaning
 24 and consequence of deferring fees to fall below the OJEU
 25 threshold for service contracts?

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1 A. I think that had already been agreed prior to my
 2 involvement in the scheme. This is -- I was just
 3 repeating, I think, what was already said earlier in
 4 someone else's statement.
 5 Q. So you had no specific knowledge of your own regarding
 6 the arrangements and the rationale for those
 7 arrangements?
 8 A. No, as I said, I wasn't involved in the negotiation of
 9 the fees.
 10 Q. Did you give any briefing to Mr Maddison regarding the
 11 arrangements for the payment of consultants' fees
 12 generally?
 13 A. I would have explained to him as far as I knew what the
 14 arrangements were.
 15 Q. Would you have discussed the OJEU threshold during those
 16 discussions with Mr Maddison?
 17 A. I can't recall, sorry. I'm sure that he would have seen
 18 this email.
 19 Q. When you say you're sure he, Mr Maddison, would have
 20 seen this email, why are you confident of that?
 21 A. No, I'm not.
 22 Q. So if you were able to brief Mr Maddison regarding the
 23 arrangements, were you first of all aware of the
 24 importance of the OJEU threshold?
 25 A. I'm aware of the OJEU process, yes.

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1 Q. And are you aware of what it means to fall above the
 2 OJEU threshold?
 3 A. I'm aware, yes.
 4 Q. And what are you aware of? What's the consequence of
 5 the value of a contract being above the threshold?
 6 A. There's a certain value that the project needs to then
 7 go to the -- it stands for the Open Journal of the
 8 European Union, and then you advertise it for other
 9 companies to put their bids forward.
 10 Q. Before your involvement in Grenfell, had you had any
 11 involvement in any public procurement process?
 12 A. Yes.
 13 Q. How many?
 14 A. On a smaller scale for previous organisations, yes.
 15 I can't give you an example of how many.
 16 Q. And you would have been aware that, if the value of
 17 a contract was above the threshold, there had to be
 18 a competitive exercise undertaken by the procuring
 19 authority?
 20 A. Yes.
 21 Q. So can I take it from that that you would be aware that
 22 arranging matters so that the value of the contract was
 23 below the threshold would mean there would be no
 24 competitive exercise undertaken?
 25 A. As I say, this -- negotiations of the fees was arranged

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1 prior to my involvement, so I was just repeating what
 2 had already been said, I think, by Bruce in the previous
 3 statement.
 4 Q. In your conversations with Mr Maddison at this time, did
 5 he ask you what checks had been done to verify the
 6 competence and experience of, first of all, Studio E and
 7 the rest of the design team?
 8 A. I can't recall having any conversations with Peter. I'm
 9 not entirely sure, sorry.
 10 Q. Can you remember any conversation with Mr Maddison in
 11 which he raised any concerns that there had been no
 12 re-procurement or no tendering exercise in relation to
 13 the retention of Studio E?
 14 A. I can't recall having any conversations with Peter,
 15 sorry.
 16 Q. Now, in the third paragraph of that email, Mr Sounes
 17 gives a summary of the history of Studio E's work, and
 18 he makes a reference to value engineering. He says
 19 {TMO00848941/2):
 20 "Leadbitter have indicated the project needs
 21 significant value engineering to be affordable."
 22 What did you understand Leadbitters to be
 23 suggesting, cost-cutting or value engineering?
 24 A. My understanding was value engineering.
 25 Q. Now, Mr Sounes continues on the issue of outstanding

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1 fees in his email of 5 February 2013 to Alun Dawson.
 2 That can be found at {TMO00848959}.
 3 Now, both you and Mr Maddison were copied in to the
 4 email. We can see from the first paragraph that it
 5 appears that you had a conversation with Mr Sounes about
 6 holding back on making further submissions to the
 7 planners at RBKC.
 8 Do you recall that conversation regarding
 9 submissions to the planners?
 10 A. No, I don't, sorry.
 11 Q. Can you remember why a decision had been taken to hold
 12 back on further submissions at that time?
 13 A. No, I can't. I can't recall why we would do that,
 14 sorry.
 15 Q. Mr Sounes mentions "the possible cost to undertake value
 16 engineering, which sounds inevitable". Was it your
 17 understanding that a value engineering exercise was
 18 likely to be embarked upon at that stage?
 19 A. Yes, we were looking at various options for the design
 20 project, yes.
 21 Q. Right. Can I now turn on to a separate topic which
 22 follows through on these various value engineering
 23 matters, and can we now start by looking at what you say
 24 at paragraph 47 of your first witness statement, which
 25 is at {TMO00000885/9}. You say this:

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1 "I have been shown documents regarding that by
2 23 May 2013 Appleyards had begun to look at our
3 procurement options as Leadbitters were proving
4 difficult to work with. The value engineering exercise
5 had begun by this stage, but I had no involvement in
6 it."

7 Before we come on to the questions, can you look,
8 please, at an email sent by you on 27 February 2013 to
9 Alun Dawson, which is at {TMO00849255} and in particular
10 pages 14 to 15 within this chain. We have here at the
11 bottom your email, 27 February, and if we can go to
12 page 15 {TMO00849255/15}, the second substantive
13 paragraph says:

14 "If we looked at VE I suggest the following."

15 Then you set out a number of possibilities. I will
16 let you refresh your memory just by reading those
17 briefly.

18 A. Yes, I'm aware of this.

19 Q. Would you agree that this email indicates at the very
20 least you had considered views on the scope of the
21 proposed value engineering exercise?

22 A. Yes, I put forward some suggestions.

23 Q. What research had you done to help you identify these
24 proposed measures? Had you discussed these measures
25 with anyone beforehand?

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1 A. Yes, I think we was in discussion with Chweecheen Lim
2 about some of the design options for the scheme and the
3 overall project itself, and in particular there was some
4 discussions around the garages, refurbishment of the
5 garages, whether it was necessary for the scheme or not,
6 and various other options as well.

7 Q. Can you give the panel an idea of what the extent of
8 your involvement was at this stage, so late
9 February 2013, in consideration of value engineering?

10 The first element appears to be discussions
11 regarding proposals. What other matters in terms of its
12 consideration were you involved in?

13 A. As I say, I was more administration. I would put
14 forward some suggestions and my own thoughts of what we
15 could look at as options for value engineering.

16 Q. Did you discuss any of those options with Mr Maddison
17 before you sent the email to Alun Dawson?

18 A. I'm sure there would have been discussions with
19 Peter Maddison around the designs of the scheme, yes.

20 Q. Would you have put forward these individual proposals to
21 Mr Maddison before you committed them to an email to
22 Mr Dawson?

23 A. I think it's possibly the other way round, that Peter
24 may have said to me, "These are options that we can look
25 at", and then I -- again, my administration duties,

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1 I would send this out.

2 Q. Looking at the list of things that ought to be
3 considered, a lot involved removal of works from the
4 project. Is that a fair overview?

5 A. Yes, there was consideration of removing some elements
6 of the design.

7 Q. Now, would you agree with this proposition: that a value
8 engineering exercise promotes the substitution of
9 materials and methods with less expensive alternatives
10 but without sacrificing functionality?

11 A. I wouldn't say that was specifically the aspects of the
12 value engineering. I would say, as it suggests there,
13 what could we afford to do, and remove items from the
14 design to see -- to bring the project back in line with
15 the available budget.

16 Q. Given that answer, what these proposals look like is
17 more akin to cost-cutting rather than value engineering,
18 isn't it, Mr Dunkerton?

19 A. Not exactly, no. I would disagree with that. I would
20 say that this was looking at what we could afford to do
21 within the budget and looking at areas that weren't
22 necessary to achieve the outcomes.

23 Q. Now, one of the things you suggest is:

24 "Look at alternative material for cladding."

25 That's the second bullet point.

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1 Was that your suggestion, or was it from
2 Mr Maddison?

3 A. I think that was already mooted within the project team,
4 as far as I'm aware, and there were various different
5 available types of samples available to residents and
6 the TMO to look at the cladding.

7 Q. Can you remember who had suggested it first of all in
8 the meetings you had attended?

9 A. No, sorry, I can't recall who suggested it.

10 Q. Was it someone at the TMO or was it someone from the
11 contractors?

12 A. I'm not entirely sure, sorry.

13 Q. Did you or Mr Maddison or indeed anyone at the TMO have
14 a particular alternative material in mind?

15 A. No, not particularly, no.

16 Q. Did you discuss any particular material with Mr Gibson
17 or Mr Maddison before the email was sent?

18 A. Not that I recall.

19 Q. Now, might I ask you to look at a separate email chain
20 which was sent on the day before, so 26 February 2013,
21 and we can find those at {ART00005911/3}. If we scroll
22 down, you will see -- I'll just let you re-read that
23 email before I ask you questions on it.

(Pause)

25 A. Okay.

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1 Q. Now, the chain starts off with, you see, Mr Dawson
2 asking Studio E in the second paragraph of that email
3 for "a radical re-think of the scope/spec", and if we
4 scroll up to the bottom of the first page
5 {ART00005911/1} of this chain, we hopefully see
6 a response from Mr Sounes at 11.48 where he says it is
7 not really possible to re-think without further
8 information. He then lists targets for savings, and if
9 we go to page 2 {ART00005911/2}, the second of which is:
10 "Change Zinc cladding material to something cheaper.
11 I think Planning will need a sweetener to swallow this,
12 perhaps copper, ceramic, terracotta or more glass at low
13 level."
14 Now, did you discuss that suggestion with
15 Mr Maddison or Mr Gibson, that you can remember?
16 A. Not that I recall, no.
17 Q. Would you have discussed these type of suggestions with
18 either of those gentlemen?
19 A. I'm sure these discussions would have come up, yes.
20 Q. If the email had come from Mr Sounes prompting this,
21 would that in all likelihood have prompted
22 a conversation between you, Mr Maddison or Mr Gibson?
23 A. Sorry, the --
24 Q. If Mr Sounes had made suggestions regarding particular
25 alternatives, would that have prompted you to have

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1 a conversation with Mr Maddison or Mr Gibson regarding
2 those alternatives?
3 A. It wouldn't have prompted me to have it. I'm sure that
4 the discussions were had. I don't recall having
5 specific discussions with -- following this email.
6 Q. Mindful that this email correspondence was on the day
7 before you responded to Alun Dawson on 27 February
8 looking for alternative material for cladding, would it
9 have been this conversation that had prompted that
10 email, the suggestion of looking at alternatives?
11 A. Yes, part of value engineering was looking at all
12 aspects of the design.
13 Q. Can you remember now whether aluminium was considered at
14 this stage as an alternative?
15 A. There was various different products available at the
16 time, yes.
17 Q. Now, can I ask you to go back to paragraph 46 of your
18 witness statement {TMO00000885/9}, and you say this:
19 "By April 2013 alternative cladding options to zinc
20 were being circulated. I have been shown emails that
21 I was copied into between Bruce Sounes and
22 Peter Maddison which record that several Aluminium
23 Composite Material (ACM) cladding options were being
24 circulated as samples. While I do not recall this
25 correspondence, I am confident that I was never asked my

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1 opinion about the composition of the cladding, nor did
2 I offer it."
3 Now, you refer in your witness statement to an email
4 sent by Bruce Sounes on 17 April 2013. Could we go to
5 that, which is at {TMO10002602/2}. You will see at the
6 top half, the heading "Samples", and then it says:
7 "Going beyond the meeting I think it is worthwhile
8 circulating the samples we have been collecting of
9 alternative cladding options to zinc."
10 So this is an email from Mr Sounes. Then he lists
11 a number of different ACM options.
12 Now, can you remember, was there any discussion
13 about what ACM was, first of all?
14 A. No. Not that I recall.
15 Q. Is it fair to assume that all of the options set out in
16 this email were being discussed as cheaper alternatives
17 to zinc at the time?
18 A. I wouldn't necessarily say cheaper; they were saying
19 there were options available.
20 Q. But is it fair to assume that those options were being
21 discussed at the time?
22 A. Yes, ACM was discussed at the time.
23 Q. Was there any discussion as to why those alternatives
24 were cheaper than zinc?
25 A. Not that I recall.

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1 Q. Can you recall any discussion of the fire safety aspects
2 of these proposed alternatives?
3 A. Not that I recall.
4 Q. Okay. Thank you.
5 Right, can I now turn on to a separate topic, which
6 is a recommendation made by Mr Maddison on 25 March 2013
7 to the programme board.
8 For that purpose, can we go to {TMO10038883}, which
9 are the minutes of the TMO programme board meeting of
10 25 March. We see there under the first item that
11 yourself, Mr Maddison and Mr Gibson attended for this,
12 ie the Grenfell Tower item, and the Hidden Homes agenda
13 items.
14 If we can scroll down, it was stated in the
15 penultimate sentence at the bottom of that page:
16 "There has been no clear audit trail to explain how
17 decisions were made."
18 First of all, was that a concern that Peter Maddison
19 had raised with you before the meeting?
20 A. I don't recall having that conversation with Peter.
21 Q. Do you recall having that conversation with anyone at
22 the TMO?
23 A. No, not that I recall.
24 Q. Can you recall whether Mr Maddison felt that the absence
25 of a clear audit trail was your responsibility in some

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1 way?

2 A. No, I can't see that he is saying it's my

3 responsibility .

4 Q. Was he being critical of Mr Anderson, for example?

5 A. Not that I'm aware. You may have to ask him.

6 Q. Can you help us as to how the problem of the absence of

7 a clear audit trail was resolved?

8 A. No, sorry, I can't recall .

9 Q. Do you have any recollection of anyone expressing

10 a concern about the absence of the clear audit trail ,

11 and raising it with you?

12 A. I can't recall , this time back now -- I can't recall any

13 specifics around that conversation, sorry .

14 Q. Can we turn over the page {TMO10038883/2}, and it's the

15 fourth complete paragraph on that page which starts with

16 the word "Procurement". It says:

17 "Procurement would be an issue as the project was

18 recommended to Board on the basis that we were doing it

19 this way for efficiency savings."

20 Can you help us, what was the anticipated issue with

21 the procurement that was being discussed?

22 A. I can't recall that far back, sorry.

23 Q. Can you remember whether there was any discussion as to

24 the basis upon which Mr Anderson had recommended that

25 procurement should be conducted?

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1 A. No, sorry, I can't recall .

2 Q. Can you remember any discussion regarding the basis of

3 the various procurement options proposed by Mr Anderson?

4 Did you have those conversations with him, for example?

5 A. No. Like I say, we -- there was discussion about the

6 re-procurement but not the current procurement, as

7 I recall .

8 Q. Okay.

9 Now, looking at the next paragraph in these minutes,

10 it says:

11 "Peter has spoken to Laura Johnson about the present

12 situation and also mentioned it the Board so hopefully

13 there will not be a huge issue if we say we need to

14 start again. Paul is working with the architects to

15 look at alternative."

16 What discussions did you have with Studio E about

17 the prospects of starting again?

18 A. As I say, I do recall there was consideration of talking

19 to Appleyards of what our options were, if there was

20 a discussion -- if there was consideration of

21 re-procuring the project.

22 Q. Do you remember whether Laura Johnson at RBKC was

23 involved in any of these discussions regarding the

24 re-procurement of the Grenfell project?

25 A. No, I can't recall , sorry.

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1 Q. Do you recall ever being in any meeting between

2 Peter Maddison and Laura Johnson in relation to which

3 re-procurement was discussed?

4 A. Not off the top -- no, I can't recall , sorry.

5 Q. The paragraph in the minutes refers to "the present

6 situation". Can you remember what Mr Maddison might

7 have said about the present situation?

8 A. No, I can't recall a conversation.

9 Q. If we can go down two further paragraphs in this minute,

10 which starts:

11 "The recommendation from Peter is for us to

12 re-procure."

13 Is it right to say that at this stage -- so

14 March 2013 -- the TMO had not received the breakdown of

15 Leadbitter's proposed costs?

16 A. As far -- yeah, I think that's as far as I'm aware, yes.

17 Q. Can you explain why therefore Peter Maddison was

18 recommending re-procurement without the benefit of

19 Leadbitter's proposed costs?

20 A. No, I'm sorry, you'll have to ask Peter.

21 Q. Thank you.

22 The final paragraph on that page says this:

23 "It needs to be thoroughly explained that

24 Leadbitters are trying to overcharge."

25 Am I right in understanding that you'd been told

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1 that Leadbitters and Appleyards were £2 million apart?

2 A. Yes, I was aware there's a difference in cost, yes.

3 Q. And that Alun Dawson was saying not to place too much

4 weight on that difference at this stage; is that fair?

5 A. I don't recall Alun saying that, no.

6 Q. Okay. Would it help if I took you to project minutes to

7 refresh your memory?

8 A. Please.

9 Q. Could we go to {ART00008469}, and I think paragraph 4 on

10 that page.

11 Can you remember him saying anything along the lines

12 of not putting too much weight on the difference between

13 the two figures at that stage?

14 A. No, I don't -- I'm not entirely sure I remember Alun

15 saying that to me, sorry.

16 Q. Well, going back to the programme board minutes, which

17 is at {TMO10038883/2}, and going back to the bottom of

18 the page, you will see there "Leadbitters are trying to

19 overcharge". Can you remember who was suggesting that

20 Leadbitters were trying to overcharge?

21 A. No, sorry. I know that their costs were high. Whether

22 there was consideration that it was overcharged or not,

23 I don't recall .

24 Q. Now, if we can turn away from that document, can we now

25 turn to your email to Alun Dawson of 27 February 2013.

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1 Now, we've looked at that before, but can we go back to
2 that email chain, which is at {TMO00849255/18}. We see
3 at the bottom an email from Alun Dawson, the date,
4 26 February 2013, sent at 10.55.

5 If we can go on to page 19 {TMO00849255/19}, in the
6 first sentence he refers to a significant deficit
7 between the approved cost plan and Leadbitter's. Do you
8 see that?

9 A. Yes.

10 Q. Okay. Now, if we go further up that email chain to
11 page 12 {TMO00849255/12}, you have an email from you,
12 and then there are further emails in the chain. If we
13 can go up to page 9 {TMO00849255/9}, that's an email you
14 sent on 27 March 2013 which says:

15 "We would also like cost analysis if the TMO
16 re-procured this project. (to include abortive fees, and
17 outstanding fees, additional fees etc)."

18 Is that something you decided to request or is it
19 something you had been told to request?

20 A. Yeah, I would have sent that under instruction from the
21 senior management team.

22 Q. And the senior management team, was it Mr Maddison,
23 Mr Gibson, are you able to remember?

24 A. No, sorry, I can't remember who, but I wouldn't give
25 that type of instruction without some senior management

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1 giving me guidance.

2 Q. Okay.

3 If we can stay with this chain but move further up
4 to page 5 {TMO00849255/5}, to an email from
5 Robert Powell on 3 April, he refers to a paper on VE
6 options and says that he will issue a status report
7 next week.

8 If we go up to page 4 {TMO00849255/4} of this email
9 chain, it's your response of 10 April. Then if we can
10 get the full email brought up on the screen, if that's
11 possible, you open by saying:

12 "Just to confirm our requirements."

13 When you say "our requirements", who at the TMO had
14 specified them?

15 A. I can't -- I'm not entirely sure who would have given me
16 that, but it will have either been Peter or -- sorry,
17 it's jumped around a bit. It would have been Peter or
18 Mark Anderson.

19 Q. At this stage, 10 April 2013, it would have been
20 Peter Maddison, wouldn't it?

21 A. Yes. Sorry, the dates of who left and when Peter got
22 involved, I'm not entirely sure, so you may be right,
23 yes.

24 Q. Mr Anderson left in January 2013.

25 A. January -- yeah, okay.

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1 Q. So we're now at April 2013. So, given your previous
2 answer, I'm assuming it would have been Mr Maddison who
3 would have given you those instructions?

4 A. Possibly, yes.

5 Q. Now, Mr Powell responds substantively on 10 April, and
6 if we go up to the first page of this email chain, the
7 email he sent to you and Simon Cash, and if we go on to
8 page 2 {TMO00849255/2}, I'll just let you briefly
9 refresh your memory of that email.

(Pause)

10 A. Okay.

11 Q. In the second bullet point it says this:

12 "There are similar questions over the design team
13 whose fee claims raise a number of procedural questions
14 with regards to proper procurement."

15 Now, did you understand that to suggest that there
16 had not been a proper procurement of the design team?

17 A. No, sorry, like I say, I wasn't part of the previous
18 procurement of the scheme.

19 Q. Looking at the third bullet point, it says:

20 "There are a number of legal and procedural matters
21 which will require some legal input to resolve regarding
22 the ability to usurp the incumbent contractor should
23 that be the desired course of action."

24 Now, assuming that to usurp means to sack, was
25

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1 sacking Leadbitters TMO's preferred option at that
2 point?

3 A. I would say Peter Maddison would probably be best to
4 answer that.

5 Q. Do you remember any discussion regarding --

6 A. I remember options available about re-procurement, but
7 no decision had been made at the time.

8 Q. Okay.

9 Can we turn to the fifth bullet point, which says
10 this:

11 "There does seem to be a fundamental disconnect with
12 the advised construction budget of £8.5 M and the figure
13 we are estimating. When the disparity between our
14 figures and those which Leadbitters appear to be
15 entrenched on is considered it suggests that
16 a fundamental re-think is required."

17 Now, did you discuss that point with either
18 Mr Maddison or Mr Gibson or both of them?

19 A. I'm sure there would have -- I don't recall a specific
20 conversation, but I'm sure there would have been some
21 discussions.

22 Q. Can you remember what their response was, if any?

23 A. No, sorry.

24 Q. Do you remember at this stage any discussion about
25 whether the TMO could afford to proceed with the

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1 refurbishment project as planned?

2 A. There were discussions about re-procurement to see if we

3 could get different contractors to provide better

4 options, that was one discussion. But, as I say, it was

5 on the table. All options were available at that time.

6 Q. And you are quite certain, when you say "at that time",

7 April 2013?

8 A. Yes, it would have been the time when this email was

9 around.

10 Q. Now, you attended a TMO capital investment meeting on

11 11 April 2013, and if we go to the minutes, which are at

12 {TMO10002688/2}. Grenfell is at item 3.5 on page 2,

13 where it's minuted thus, at the bottom there:

14 "Appleyards have advised the TMO it would be

15 beneficial to Value Engineer the scheme to bring within

16 8.5m construction budget."

17 My first question is: who proposed the £8.5 million

18 construction budget, to the best of your recall?

19 A. I'm not entirely sure how the budget was set, sorry.

20 Q. Is it correct or fair to say that the budget was set at

21 £8.5 million at that meeting?

22 A. Not that I recall, sorry.

23 MR KINNIER: Okay.

24 Can we now turn to the Artelia status report of

25 23 April 2013, and that can be found at {ART00009101}.

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1 SIR MARTIN MOORE-BICK: Mr Kinnier, how are we getting on?

2 MR KINNIER: This would be a good time for a break, as I'm

3 just about to start a new topic.

4 SIR MARTIN MOORE-BICK: That's what I wondered. I think it

5 would.

6 Mr Dunkerton, we have a short break during each

7 session, and this would be a good time to take it. So

8 we will stop now, and we will resume at 11.45, please.

9 THE WITNESS: Thank you.

10 SIR MARTIN MOORE-BICK: I'm going to ask you, please, not to

11 talk to anyone about your evidence or anything to do

12 with it while you're out of the room.

13 THE WITNESS: Thank you.

14 SIR MARTIN MOORE-BICK: All right? So would you like to go

15 with the usher, please.

16 (Pause)

17 Good, 11.45, then.

18 MR KINNIER: Thank you, sir.

19 (11.30 am)

20 (A short break)

21 (11.45 am)

22 SIR MARTIN MOORE-BICK: All right, Mr Dunkerton?

23 THE WITNESS: Fine, thank you.

24 SIR MARTIN MOORE-BICK: Ready to carry on?

25 THE WITNESS: Thank you, yes.

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1 SIR MARTIN MOORE-BICK: Good. Thank you very much.

2 Yes, Mr Kinnier.

3 MR KINNIER: Mr Dunkerton, whilst you pour yourself a glass

4 of water, we were about to look at the Artelia status

5 report of 23 April 2013, and that is at {ART00009101}.

6 First of all, do you remember receiving this report?

7 A. Yes, I think I remember seeing this.

8 Q. Was this the report that you expected to receive

9 following Robert Powell's email of 10 April that we

10 looked at before the break?

11 A. Yes, I would have thought this is the report.

12 Q. Would you have read that report?

13 A. Yes, I'm sure I would have read this.

14 Q. Could we go to internal page 14, within this report

15 {ART00009101/18}. We see in the bottom half of that

16 page a number of numbered points, but the overall

17 recommendation is to stick with Leadbitters.

18 I'll let you read that material in the bottom half.

19 A. Sorry, can you -- what am I --

20 Q. Yes, can you look at the bottom half that is set out on

21 the screen, so, "Whilst this exercise is still

22 underway ..."

23 A. I see, yes.

24 Q. I will just let you refresh your memory.

25 (Pause)

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1 A. Okay, thank you.

2 Q. Would you agree that the thrust of the recommendation is

3 to stick with Leadbitters?

4 A. That's what it says, yes.

5 Q. If we could now turn to page 25 {ART00009101/25}, the

6 second paragraph down from the top of the page starts

7 with the phrase:

8 "The project is currently over budget with little

9 expectation that if left to iterative reviews with the

10 contractor giving diminishing returns, that costs will

11 be aligned or reduced sufficiently to make the scheme

12 affordable."

13 If we go to the third paragraph from the bottom of

14 this page, which starts:

15 "Accordingly, it is Appleyards opinion that unless

16 the project, in its current guise, is stopped and

17 a fundamental review embarked upon to re-define the

18 scope, programme and cost, it will fail."

19 Now, in short, Appleyards' opinion reflects the

20 points made in Robert Powell's email of 10 April; would

21 you agree?

22 A. Yes.

23 Q. What was your assessment of the recommendation?

24 A. I think they -- I don't recall specifically what my

25 thoughts were at the time, but this will have been

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1 passed on to my senior management team for their
 2 consideration.
 3 Q. Can you remember, would you have passed it up to
 4 Mr Maddison and Mr Gibson then?
 5 A. I would've done, yes.
 6 Q. Can you remember them expressing any view on the merits
 7 of the recommendation?
 8 A. I can't recall what their thoughts were, sorry.
 9 Q. Don't worry.
 10 Now, you attended a TMO programme board meeting on
 11 24 April 2013. If we can turn up those minutes, which
 12 are at {TMO00849298/4}, the third paragraph under the
 13 heading "Grenfell Tower" says this:
 14 "There would be a meeting with the design team on
 15 25 April. We were going ahead with kitchens and
 16 bathrooms, but there would now be no change to the
 17 nursery and boxing club in order to reduce costs. RBKC
 18 were aware of the situation on costs, but may not know
 19 all the detail."
 20 Now, the suggestion had been at the March TMO
 21 programme board that new kitchens and bathrooms would be
 22 included in the project, and that the move of the boxing
 23 club and nursery should be reconsidered. Is that your
 24 recollection?
 25 A. Yes, like I say, part of the overall consideration was

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1 the review of the whole design and the overall scheme.
 2 Q. If we can go back to these minutes, they go on to say,
 3 if we can scroll down the page:
 4 "Reassurance was requested that RBKC were in
 5 agreement with our approach."
 6 Can you remember why TMO wanted to seek RBKC's
 7 assurance?
 8 A. No, I can only imagine it was because we were looking at
 9 the design and various options of the design that
 10 they -- their overall approval of the considerations.
 11 Q. Can I ask you next about a meeting that took place
 12 between Robert Powell, Simon Cash and Peter Maddison on
 13 21 May. Now, reference is made to that meeting by
 14 Mr Powell in an email we can see at {ART00008858}. If
 15 we could just expand that, I'd just ask you to read that
 16 quietly to yourself, then I'll ask you ...
 17 (Pause)
 18 A. Okay.
 19 Q. Now, were you at that meeting?
 20 A. I don't recall. I'm not sure.
 21 Q. Given its subject matter, is it likely that you were
 22 there or unlikely that you were there?
 23 A. Probably unlikely that I'd be at that meeting.
 24 Q. Can you remember any comment from Mr Maddison in which
 25 he said he'd been overruled by Laura Johnson, or indeed

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1 anyone at RBKC?
 2 A. No, sorry, I wouldn't have -- you would have to ask
 3 Peter.
 4 Q. Now, that email says, in its fourth sentence:
 5 "Also PM [so Peter Maddison] not keen on progressing
 6 with Leadbitter
 7 "Our report kicking this all off was based upon the
 8 objective of preserving programme - This now not so
 9 important. Value for money is
 10 "Accordingly we are likely to reprocure scheme via
 11 OJEU!"
 12 First of all, why was Peter Maddison not keen on
 13 progressing with Leadbitter at this stage, can you
 14 remember?
 15 A. I'm not entirely sure, other than they were difficult,
 16 as it says in some other statements, to provide
 17 information so we could make some informed decisions.
 18 Q. Did you understand that value for money was to take
 19 precedence over preserving the programme or timetable?
 20 A. I felt that we were just trying to achieve as much as we
 21 could for the budget available.
 22 Q. Do you know where the prioritisation of value for money
 23 came from?
 24 A. No, again, it wasn't -- we was just trying to achieve as
 25 much as we could for the money that was available, and

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1 so -- and Leadbitter were finding -- we was finding it
 2 difficult at the time to negotiate with them to provide
 3 their understanding of the breakdown of the costs so we
 4 can interrogate it a bit more.
 5 Q. Now, you attended the TMO programme board on
 6 23 May 2013. The minutes can be found at {TMO10049960}.
 7 Now, you attended for Grenfell, which is at item 6
 8 on page 5 {TMO10049960/5}. You reported there, in the
 9 second sentence of the first paragraph:
 10 "Re-configuration of the project was still underway
 11 as RBKC wanted the boxing club and the nursery to remain
 12 in the project, and for environmental issues to be
 13 addressed. Costs were being agreed so that we remained
 14 within budget."
 15 When did RBKC tell you that the boxing club and
 16 nursery were to remain in the project?
 17 A. They wouldn't have specifically told me, it would
 18 have -- I would have got that information directly from
 19 my line management. In this case it would have been
 20 Peter Maddison.
 21 Q. Okay.
 22 You go on to report further down in the third
 23 paragraph:
 24 "Appleyards were looking at our procurement options,
 25 as Leadbitters were proving difficult to work with.

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1 Options were being reviewed."
 2 Can you help us, what was the particular problem
 3 with Leadbitter at this stage?
 4 A. As it stated in previous documents you showed, there was
 5 a £2 million deficit between Appleyards' cost of the
 6 project compared to Leadbitter's, and to understand that
 7 difference we needed a full breakdown of how Leadbitter
 8 arrived to their valuation, and it was getting that full
 9 breakdown that was proving difficult, and I'm not
 10 entirely sure to this day if they provided that
 11 breakdown.
 12 Q. Could I now ask you to turn to {ART00006232}. This is
 13 an addendum status report from Artelia sent on
 14 24 May 2013.
 15 Do you remember receiving that addendum?
 16 A. Possibly, yes. I remember the document; I'm not
 17 entirely sure of the addendum, sorry.
 18 Q. This is the addendum.
 19 A. Yeah, I -- okay, yes.
 20 Q. If we turn to page 5 {ART00006232/5}, and if we look at
 21 the first set of bullet points on that page, in
 22 particular the penultimate one, and if we could scroll
 23 down that page, you will see a second set of bullet
 24 points, and if I could ask you to look at the third
 25 bullet point in that second one:

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1 "Re-programme the project in light of revised design
 2 and project parameters ..."
 3 In short, would you agree that Artelia had performed
 4 a volte face following the meeting with the TMO on
 5 21 May, and now effectively say that there was no
 6 substantive problem with re-procurement?
 7 (Pause)
 8 A. Yeah, they're saying:
 9 "... re-procuring the project utilising OJEU or an
 10 appropriate framework, to be identified, is now favoured
 11 to clearly establish a competitive market price for the
 12 works."
 13 Q. Thank you.
 14 Now, can we look at the email under which this was
 15 sent, which is at {ART00001206}. That says:
 16 "Please find ... the addendum to our report we
 17 discussed. This should now give you the comfort you are
 18 looking for to proceed with looking to re-procure the
 19 construction against our earlier recommendation (which
 20 was based on now obsolete information)."
 21 Why do you think he used the words "comfort you are
 22 looking for" in that covering email?
 23 A. I can't say, I'm not sure.
 24 Q. Why did TMO need comfort in relation to re-procurement?
 25 A. I can't say, I'm not sure. You'll have to ask

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1 Robert Powell and Peter Maddison.
 2 Q. Was it likely to have been Mr Maddison who sought
 3 comfort from Artelia in this regard?
 4 A. Possibly.
 5 Q. Now, Simon Cash emailed Mr Maddison, copying you in, on
 6 19 June, so three weeks or so after you received the
 7 addendum, and that's at {ART00001241}.
 8 The second sentence says:
 9 "I am aware that you have a board meeting tomorrow
 10 and may not have sufficient time to review what I have
 11 written, but in essence, I have taken on board your
 12 comments and reworded sections to read in a better
 13 light."
 14 Can you remember now, why do you think Simon Cash
 15 rewrote sections of the report to "read in a better
 16 light", to quote?
 17 A. I don't know. I'm not sure I'm in a place to answer
 18 these. You're probably better asking Peter Maddison and
 19 Simon Cash, sorry.
 20 Q. Okay.
 21 Can I now turn to Exova and the question of
 22 fire strategy.
 23 First of all, can you help us with how you or the
 24 TMO came to be aware of Exova?
 25 A. I don't -- I thought about this, but I don't recall my

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1 understanding of how Exova were introduced to the
 2 scheme. I can't remember how they were put forward.
 3 I can't recall, sorry.
 4 Q. Okay.
 5 Could we turn to paragraph 50 of your first witness
 6 statement, {TM000000885/9}. You say there:
 7 "I recall that in around July 2012 it became clear
 8 that a new fire strategy was needed for Grenfell Tower
 9 as it was unclear where the assembly point should be.
 10 Exova WarringtonFire were therefore instructed by the
 11 TMO to review and report on the existing fire safety
 12 arrangements and to produce a fire strategy for the
 13 Tower. I cannot recall how it came to be that
 14 Exova WarringtonFire were the company hired. I did not
 15 have any input into or review the strategy produced by
 16 Exova WarringtonFire, though I may have passed it on to
 17 the Health and Safety Team and Carl Stokes."
 18 You were asked about this statement by the Inquiry
 19 and you responded in your second statement at
 20 paragraph 11 {TM000847336/3}. You say there:
 21 "As a project manager, I would not have the
 22 technical expertise to advise on the fire strategy."
 23 Pausing there, do you think that you had the
 24 technical expertise to understand the various reports
 25 and strategies produced for the TMO by Exova and the

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1 recommendations they made?
 2 A. No, it wasn't my area of expertise.
 3 Q. Did you read any of those reports and strategies they
 4 produced?
 5 A. I'm sure I would have read through them, yes.
 6 Q. You go on to state that:
 7 "Exova was employed on the basis that it would
 8 report to Studio E, who were the Lead Consultant and
 9 therefore responsible for pre-contract design."
 10 Then you go on in paragraph 12 to say:
 11 "I would have expected that this document would have
 12 been read 'for information' by the TMO's health and
 13 safety team and Mark Anderson."
 14 What do you mean by "for information"? Do you mean
 15 not for decision?
 16 A. I'm not sure what the contents of the report was,
 17 whether it was for information or for them to make
 18 an informed decision, but I would assume that they would
 19 have read the document and, if there was a decision to
 20 be made, it would have been based around the information
 21 in the documents.
 22 Q. In the last two sentences of paragraph 12, you say this:
 23 "However, it would be quite wrong for the TMO to
 24 make decisions in relation to the fire strategy for
 25 a property unless these decisions were informed by the

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1 advice of professionals. For this reason, Exova were
 2 instructed to report directly to Studio E."
 3 Now, do you agree that it would be wrong for the TMO
 4 to make decisions in relation to the fire strategy for
 5 a property without reading and comprehending the
 6 strategy itself?
 7 A. Yes, they'd have had to have read the document, yes.
 8 Q. Do you agree that the TMO should at the very least have
 9 read it, not just for information, but to make sure it
 10 covered all of the necessary aspects of the building and
 11 that they had discharged all relevant fire safety
 12 obligations?
 13 A. Yes, I believe they should have read it, yes.
 14 Q. And also to ensure that all necessary aspects of the
 15 refurbishment project had been considered properly?
 16 A. Yes.
 17 Q. Can we now turn to what Mr Anderson said about the
 18 instruction of Exova in his first witness statement at
 19 paragraph 63, and the reference for that is at
 20 {TMO10048968/14}. At paragraph 63, he says four lines
 21 down:
 22 "My understanding is that Exova were initially paid
 23 directly by the TMO, which provided the TMO with
 24 a direct contractual link to them. I believe this
 25 direct link was important as the fire safety strategy

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1 and advice was going to be quite crucial to the success
 2 of the refurbishment of Grenfell Tower and the on-going
 3 management of Grenfell Tower."
 4 Did you agree with Mr Anderson's opinion that
 5 a direct contractual link was important to the TMO?
 6 A. I do agree with it, but at the time, like I say, I would
 7 have felt Mark Anderson had more of the authority to
 8 make them judgement calls.
 9 Q. Do you feel that your role and experience and expertise
 10 allowed you to form a view as to whether the fire safety
 11 was quite crucial to the success of the refurbishment,
 12 as Mr Anderson thought?
 13 A. At this stage, when Mark was there, I wasn't -- I was
 14 still administration, so I didn't have the authority to
 15 make judgement calls on this.
 16 Q. Can I now ask you to look at the minutes of the first
 17 design team meeting on 19 April 2012, which can be found
 18 at {TMO10001143}. Now, as you can see, Exova was
 19 present at that meeting represented by J Lee, who had
 20 arranged -- now, who had arranged for Exova to be there,
 21 was it you or someone else?
 22 A. I can't recall, sorry.
 23 Q. Now, Exova sent a fee proposal to Bruce Soules on
 24 9 May 2012, and can we look at that. It's at
 25 {TMO10003885}. Do you recall seeing that fee proposal?

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1 A. I would have seen a fee proposal put forward, yes.
 2 Q. Can I ask you to look at page 2 {TMO10003885/2} and the
 3 second paragraph on that page, which says:
 4 "The aim of the fire safety work would be to ensure
 5 a high standard of fire and life safety for the
 6 occupants of the building whilst highlighting any areas
 7 of the building's design that may represent an approvals
 8 risk."
 9 Do you see that?
 10 A. Yes.
 11 Q. Do you remember reading that?
 12 A. I can't recall specifically, but I read this document.
 13 Q. Did you carry out any checks yourself to make sure that
 14 what Exova were offering to produce would meet their aim
 15 of ensuring a high standard of fire and life safety?
 16 A. No, as I say, it's not my area of expertise. I wouldn't
 17 understand what forms a fire strategy.
 18 Q. Were you expecting, or was the TMO expecting generally,
 19 Studio E to ensure that the scope of Exova's work was
 20 sufficient for those purposes?
 21 A. I would have thought the design team had some input in
 22 giving a brief for Exova, yes.
 23 Q. Could we scroll down to the heading "RIBA Stage D/E".
 24 In the second paragraph, it states this:
 25 "The fire safety design would be documented in

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1 a fire strategy report. This document would ultimately
2 be submitted to the building control authority in order
3 to achieve regulatory approval."

4 Were you aware that Exova were to produce
5 a fire strategy report?

6 A. They were providing -- yes.

7 Q. Were you aware that the report should achieve regulatory
8 approval?

9 A. Sorry, they were what?

10 Q. Can you see the paragraph I've just quoted:

11 "The fire safety design would be documented in
12 a fire strategy report. This document would ultimately
13 be submitted to the building control authority in order
14 to achieve regulatory approval."

15 Were you aware that that would be the purpose, or
16 one of the purposes, of the report?

17 A. No, sorry, I wasn't aware that this report had to go to
18 Building Control.

19 Q. Are you able to help us whether a report was submitted
20 to Building Control in due course?

21 A. I'm not aware, sorry.

22 Q. Did you respond in relation to that fee proposal or
23 would someone else have done so?

24 A. I may have responded, but on the authorisation from
25 either Mark or Peter at the time. I can't recall which

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1 one was in management at that stage.

2 Q. When you sent matters -- for example, let's assume for
3 this that you did respond to that fee proposal. Would
4 Mr Maddison prepare the draft for you to send or would
5 you prepare a draft that would then be reviewed and
6 approved by Mr Maddison?

7 A. More than likely it would be something I would have
8 drafted and then asked them for their opinion and
9 authorisation.

10 Q. Would that be a routine process you followed whenever
11 you were corresponding with contractors or anyone else
12 involved in the refurbishment project?

13 A. For this particular project, it was, yes.

14 Q. Okay.

15 Now, in June 2012 you liaised with Exova regarding
16 fire safety arrangements at the tower, and in an email
17 dated 13 June 2012 -- and that can be found at
18 {ART00000069} -- you state, second line:

19 "For the moment I'm only assisting Mark ... and all
20 instructions or sign procedures remain with Mark."

21 Again, that appears to be a fair reflection of the
22 nature and extent of your role in 2012; would you agree?

23 A. Yes.

24 Q. Can we next look at the minutes of the project design
25 meeting on 25 June 2012, which is at {SEA00004864}.

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1 Now, we can see there that you attended, the first
2 attendee on that list, and if we could go to the bottom
3 of page 3 {SEA00004864/3}, to the second headed
4 "Previous actions", it says there in the second
5 paragraph:

6 "There is no existing fire strategy for the
7 building. Exova will need to prepare one as part of the
8 upgrade works. SE [Studio E] to chase."

9 Do you remember reading that?

10 A. I was at the meeting -- I don't remember -- yes, I would
11 have read these minutes of the meetings.

12 Q. Well, you were there.

13 A. Yes.

14 Q. Were you concerned that there was no existing
15 fire strategy for the building when you were told that?

16 A. It wasn't my area of expertise and, like I say, it
17 wasn't for me to make the call on that.

18 Q. But if you were told that there was no existing
19 fire strategy for a building which was fully occupied,
20 isn't that something that you ought to have raised with
21 your superiors?

22 A. I would have thought that the TMO -- they had a health
23 and safety team, and a fire safety officer -- sorry,
24 they had the consultant, Carl Stokes, and I -- it really
25 wasn't my area to make an opinion on that, sorry.

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1 Q. Sorry to press you on this, but you were the one at the
2 meeting.

3 A. Yes.

4 Q. You were told there was no existing fire strategy. Did
5 you notify your superiors that that is what you had been
6 told at that meeting?

7 A. I would have -- these minutes would have been
8 distributed to Mark Anderson, so they would have also
9 seen that comment as well.

10 Q. Can we now look at the minutes for the project meeting
11 on 18 July 2012, which can be found at {SEA00005254}.
12 Again, you attended, you're first on the list of
13 attendees. Can we turn to page 4 {SEA00005254/4}. You
14 will see the final item under the heading "Previous
15 actions" states this:

16 "There is no existing fire strategy for the
17 building. Exova to proceed."

18 Did it concern you that at that stage no progress
19 had been made on putting together an existing
20 fire strategy?

21 A. I thought that Exova were appointed to look at the
22 fire strategy, so I would have assumed that they were
23 taking that in consideration.

24 Q. Would you have notified your superiors that there was
25 still no existing fire strategy?

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1 A. Again, I'm sure they would have read the minutes of this
 2 meeting.
 3 Q. Could we go to the design team meeting minutes for the
 4 meeting on 26 July 2012, which are at {SEA00005606}.
 5 Now, again, you attended, second attendee identified .
 6 If we could go to page 4 {SEA00005606/4}, we see the
 7 final item under the heading "Quantity surveyor", again:
 8 "There is no existing fire strategy for the
 9 building."
 10 Can you remember whether Mr Anderson, who was also
 11 in attendance, was concerned that there was no existing
 12 fire strategy for the building?
 13 A. You'd have to ask Mr Anderson that question, sorry.
 14 Q. Could we now turn to an email dated 13 August 2012,
 15 which is at {EXO00000194}.
 16 Now, Exova emailed you requiring information
 17 relating to the current risk assessment, which I think
 18 is further down the chain.
 19 Now, other than forwarding the email on to
 20 Janice Wray, can you remember what steps you took to
 21 familiarise yourself with the fire risk assessments?
 22 A. It wasn't my responsibility at that stage, sorry, so I'm
 23 not sure if I ...
 24 Q. Okay.
 25 Can we turn now to --

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1 SIR MARTIN MOORE-BICK: Well, is the answer you didn't take
 2 any steps?
 3 A. I don't recall what steps I would have taken at the
 4 time, but I would have relied on Janice Wray, the health
 5 and safety adviser for the TMO, if there was any steps
 6 to be taken, she would have given advice.
 7 MR KINNIER: Put bluntly, would you have acted as a postman
 8 and a mailbox for these purposes?
 9 A. Yes, as I mentioned at the beginning, I was more of
 10 an administration role rather than making any judgement
 11 or authorisation or instructions .
 12 Q. Okay.
 13 Could we turn to the draft fire strategy produced by
 14 Exova on 16 August 2012, {TMO10001925}. Do you remember
 15 this document at all, Mr Dunkerton?
 16 A. I'm sure I would have read through this document, yes.
 17 Q. There was an internal Exova email sent by the author of
 18 that report, Cate Cooney, on 16 August 2012, and if we
 19 could look at that briefly together, it's at
 20 {EXO000001279}. We can see in that big paragraph, the
 21 final three lines, they say:
 22 "They are making an existing crap condition worse so
 23 it's a matter of working the worse bits out and making
 24 the new stuff work."
 25 In the various meetings you attended before this

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1 report arrived, were you told either by Studio E, Exova
 2 or indeed anyone else that the proposed changes would be
 3 making the existing building worse from the fire safety
 4 point of view?
 5 A. No, sorry, I wasn't aware of that.
 6 Q. Now, if I could ask you to turn to minutes of a meeting
 7 on 26 July 2012, so three weeks or so before the draft
 8 arrived, and that's at {ART00000222}. Again, you were
 9 there, the second attendee identified .
 10 Can you remember whether Clare Barker from Exova --
 11 you will see her listed there on the schedule of
 12 attendees -- did she say anything to you along the lines
 13 of "making a crap situation worse"?
 14 A. No, I don't remember her -- recall her saying that to
 15 me.
 16 Q. Okay.
 17 Can we now go back to Exova's internal email of
 18 17 August 2012, which is at {EXO000001279}, and if that
 19 could be amplified.
 20 You will see in the penultimate and final line of
 21 the first paragraph, "No sprinklers wanted."
 22 A. Yes.
 23 Q. Was that the TMO's view at the time?
 24 A. I don't recall that being their opinion.
 25 Q. Can you remember any discussion of sprinklers as

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1 an option at Grenfell?
 2 A. I can't say I do, no.
 3 Q. You attended a design team meeting on 6 September 2012.
 4 We can see the minutes at {SEA00006157}. Again, we see
 5 you as an attendee, the second on the list, and if we
 6 can turn to page 2 {SEA00006157/2}, you will see the
 7 heading "Fire" in the bottom half of that page. If we
 8 look at the second entry, which says this :
 9 "Draft fire strategy needs detail interrogation and
 10 a meeting was arranged with SE [Studio E] early
 11 next week to review."
 12 Do you remember the discussion or at least its gist
 13 about the fire strategy at that meeting?
 14 A. No, sorry, I can't recall the specifics of that
 15 discussion.
 16 Q. Were you briefed, or do you know of anyone who was
 17 briefed, on the substance of the detailed interrogation
 18 that was thought necessary?
 19 A. No.
 20 Q. Do you remember any concern that the draft strategy
 21 required any further detailed work?
 22 A. No, I did pass -- I don't know if I passed this document
 23 to a gentleman called Carl Stokes for some advice.
 24 Actually, no, I'm going to retract that, because it
 25 wasn't this document. It was about the design of the

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1 building, not this -- the current strategy,
 2 fire strategy. Sorry.
 3 Q. Could we go to the outline fire strategy provided by
 4 Exova on 31 October 2012, which is at {EXO00000519}.
 5 First of all, do you recognise this report?
 6 A. Yes, I think I recognise this report.
 7 Q. Did you read it?
 8 A. I'm sure I'd have read this report.
 9 Q. Did you appreciate or were you made aware that, in the
 10 bullet points under section 1, no mention is made of the
 11 intention to overclad the building? We can go to
 12 section 1 if that assists {EXO00000519/4}.
 13 (Pause)
 14 A. Okay.
 15 Q. Did you appreciate that none of those bullet points
 16 refer to cladding?
 17 A. I'm not sure what you mean, sorry. Did I appreciate
 18 they didn't refer to cladding? No, they --
 19 Q. Well, cladding's not mentioned, is it?
 20 A. It's not mentioned, no.
 21 Q. Did you appreciate or were you made aware that cladding
 22 had been omitted as a feature of the refurbishment?
 23 A. No.
 24 Q. Could we turn to page 8 {EXO00000519/8} in this
 25 document, and paragraph 3.1.4. Did you read or were you

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1 made aware of what was stated there, namely:
 2 "It is considered that the proposed changes will
 3 have no adverse effect on the building in relation to
 4 external fire spread but this will be confirmed by an
 5 analysis in a future issue of this report."
 6 A. I would have read through this report, yes.
 7 Q. Were you concerned that, given it involved cladding, the
 8 report didn't confirm that there would be no adverse
 9 changes as a result of the fitment of cladding?
 10 A. No, like I say, I wasn't in a position to give judgement
 11 on specifics.
 12 Q. So you wouldn't have made a note to have reminded
 13 yourself --
 14 A. No.
 15 Q. -- to consider future reports and how they addressed
 16 this issue?
 17 A. No, I wasn't -- it wasn't my specific role to analyse
 18 this in great detail.
 19 Q. Earlier on you mentioned correspondence with
 20 Carl Stokes. Could I ask you to turn to {CST00003104},
 21 which is an email you sent on 10 January to Mr Stokes,
 22 with instructions to comment on the Exova reports and
 23 assist on liaison with the LFB.
 24 I will let you just refresh your memory of that
 25 email.

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1 (Pause)
 2 A. Thank you.
 3 Q. Now, in the second line of that email you say you
 4 engaged Exova:
 5 "... with particular emphasis on means of escape and
 6 access and facilities for the fire service."
 7 Who decided that particular emphasis?
 8 A. Okay, no, as I said earlier, I wasn't part of writing
 9 the brief for Exova.
 10 Q. Is this one of the emails you would have passed before
 11 others more senior to you before dispatching it to
 12 Carl Stokes?
 13 A. No, this type of email would have been something I would
 14 have drafted myself to Carl Stokes.
 15 Q. Okay then, so on what basis did you say that Exova had
 16 been retained to provide a fire safety strategy "with
 17 particular emphasis on means of escape and access and
 18 facilities for the fire service"?
 19 A. Because I think that's what they were appointed to look
 20 at.
 21 Q. But my question is: do you know who decided that
 22 particular emphasis?
 23 A. No, and like I say, I wasn't part of the brief to put
 24 together for Exova.
 25 Q. Now, the next issue I would like to discuss with you is

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1 wheelchair-accessible flats in the tower.
 2 If I could ask you first of all to turn to
 3 an email of 11 September 2012, which can be found at
 4 {RBK00026104/2}. Mark Anderson asked you to provide
 5 floor plans for the new residential units in
 6 Grenfell Tower to Claire Wise at RBKC. Do you remember
 7 that email at all?
 8 A. I don't specifically remember it, but it was obviously
 9 passed to me, yes.
 10 Q. If we go further up the chain to an email from
 11 Claire Wise on 8 November 2012, so roughly two months
 12 afterwards, in an email timed at 11.49 ...
 13 (Pause)
 14 We can't go further up. I might come back to that
 15 email, because I don't think the references are right.
 16 Now, could I ask you to turn to {RBK00059434}. Now,
 17 this is a statement from Claire Wise. If I can ask you
 18 to turn to paragraph 45 at page 12 {RBK00059434/12}, she
 19 says this:
 20 "I have discussed above the Access Appraisal
 21 I undertook in respect of Grenfell Tower in 2012. This
 22 was different from an Access Audit. An Access Audit
 23 would only consider the accessibility to the public of
 24 publicly accessible areas of a building. By contrast,
 25 the Access Appraisal that I undertook specifically

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1 considered access to and within the new flats that were
2 proposed as part of the Grenfell scheme."

3 Now, did you understand that the access appraisal
4 only considered a wheelchair user's access to and within
5 the flat?

6 A. No, sorry, I was just asked to pass on documentation,
7 which I did.

8 Q. Okay.

9 Could I turn next to the question of consultation
10 with residents, and if I can ask you to turn to
11 paragraph 60 of your first witness statement, which is
12 at {TMO00000885/11}, and you say this:

13 "In my view there was heavy resident consultation
14 about the refurbishment during the time I was a Project
15 Manager. This consultation period began in
16 February 2012 and was still occurring when I left the
17 organisation. Residents were consulted about matters
18 including a new canopy, the communal areas, security,
19 cladding, the children's play area, flat sizing, gas,
20 heating, hot water and windows."

21 Were you involved in planning the residents'
22 consultation from the beginning, ie from February 2012
23 onwards?

24 A. Not at the very beginning of the project, no. I was
25 asked to assist Mark in future resident consultation

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1 meetings, which I did.

2 Q. Was there a plan in place for consulting residents
3 before the planning application was submitted?

4 A. We did consultation with the residents around the
5 planning application, so yes, there would be a plan in
6 place.

7 Q. Was that written down?

8 A. I don't recall seeing anything specific, no.

9 Q. So how did you become aware of the substance of this
10 plan for the consultation which you were involved in?

11 A. Well, in discussions with Mark Anderson, as I suggested,
12 he asked me to help him with the consultation process,
13 which were many parts, which were newsletters, resident
14 evening consultation sessions, drop-in sessions, which
15 is where they drop in and out, and also being available
16 for calls -- to receive calls and answer calls relating
17 to the project.

18 Q. Now, you say at the beginning of this paragraph that
19 there was heavy resident consultation. What was the
20 basis of your view that there had been such heavy
21 resident consultation?

22 A. Well, as I suggested, I'd done evening drop-in sessions,
23 evening sessions with the residents, with the project
24 team, during the working day hours with drop-in
25 sessions. We set up a project room within the base of

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1 the Grenfell Tower displaying proposal designs and there
2 was a little model they displayed as well. Again, there
3 was newsletters that we drafted out for residents.

4 Again, I was taking calls and discussing with residents
5 their specific concerns around the scheme. So I would
6 say there was fairly heavy consultation.

7 Q. How would you go about ensuring that you had secured the
8 views of a representative spread of the residents of the
9 tower?

10 A. There were -- as I recall, there were various different
11 involvement with the concerns from not only just the
12 residents, but the local areas as well. I think there
13 was a leaseholders' -- I can't remember the specific
14 name of the group -- Grenfell Tower Leaseholders'
15 Association, I recall, the Residents' Association and
16 there were a few other various bodies that -- they
17 suggested they were representing the voice for the rest
18 of the building, or the residents.

19 Q. But did you take any other steps to ensure that there
20 was a representative sample of views obtained?

21 A. We done questionnaires that were sent out to residents
22 as well, asking their views to put forward, which they
23 did. So I think there were plenty of opportunities for
24 residents to come forward and express their concerns or
25 views of the scheme.

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1 Q. Once you had received residents' views, how did you
2 consider them? What was the process whereby people read
3 and evaluated the feedback?

4 A. In the newsletters that we drafted, in conjunction with
5 Mark Anderson as well, we would display and advertise
6 what some of the feedback was from the residents or some
7 of their concerns.

8 Q. Can I now look at the means of consultation.

9 A consultation strategy was drawn up as part of the
10 Studio E engagement statement, that can be found at
11 {TMO10001401}.

12 Q. Can you remember who drafted the engagement statement
13 document?

14 A. No, sorry, I can't recall. Studio E, I would have
15 thought, put it together as their name's on it.

16 Q. Did you have any role in it, do you remember?

17 A. No, I didn't.

18 Q. Could you turn to page 14 {TMO10001401/14} of this
19 document. Now, this is a summary of the consultation
20 with residents of the tower between February 2012 and
21 August 2012, and in the box at the top of that page you
22 are recorded as the project manager.

23 Now, did you prepare this consultation summary
24 yourself?

25 A. Erm ... I'm not sure I would have put this together

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1 myself, no. It will have been some input with various
 2 members of the design team and Mark Anderson as well, if
 3 this was my document.
 4 Q. Did you draft it?
 5 A. I can't specifically recall drafting this, so I'm not
 6 sure.
 7 Q. Did you attend all of the resident consultation meetings
 8 between February and August 2012?
 9 A. I would say I attended the majority of them but not all
 10 of them.
 11 Q. How would you characterise the number of attendees at
 12 these consultation meetings?
 13 A. Sorry, how would I ...?
 14 Q. Was it high, low, medium?
 15 A. It varied depending on the type of consultation, such as
 16 the roadshow or the evening resident consultation
 17 meetings. So it was varied; some were attended more
 18 than others.
 19 Q. Which mechanism attracted the greater turnout?
 20 A. I would say the evening consultations, in my opinion,
 21 were more attended.
 22 Q. Now, looking at the summary for 15 May 2012, it says:
 23 "Second stage resident consultation took place with
 24 the Lancaster West EMB & RA representatives."
 25 Am I right in thinking that RA stands for Residents'

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1 Association?
 2 A. Yes.
 3 Q. Can you remember now which RAs were invited?
 4 A. No, sorry, I can't specifically recall which -- there
 5 was one group, and I can't -- sorry, and their name
 6 escapes me. It may have been the Residents' Association
 7 Group of Grenfell, I think.
 8 Q. Who selected the resident associations to be invited?
 9 A. The estate -- the Lancaster Estate office advised us who
 10 would be the best people to provide the invite to and
 11 they would have distributed it to the rest of the
 12 residents.
 13 Q. Can you help us as to why no feedback is recorded for
 14 the meeting on 15 May?
 15 A. No, sorry.
 16 Q. Now, a questionnaire in May 2012 asked if residents
 17 wanted to be involved in the development proposals, and
 18 13 replied that they did. Now, we can see that at
 19 page 10 {TMO10001401/10} of this document.
 20 Now, was a note kept of who those residents were who
 21 responded?
 22 A. I'm sure there would be some details of who responded,
 23 yes.
 24 Q. Can you help us as to whether the TMO ever went back to
 25 those who had responded to ask them to be involved in

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1 greater detail with the project?
 2 A. I'm sure they would have done, yes.
 3 Q. When you say you're sure they would have done, do you
 4 know that that's what happened --
 5 A. No, I don't.
 6 Q. -- or was that an assumption?
 7 A. That was an assumption.
 8 Q. Okay.
 9 Can we now turn to a project meeting on 18 July. We
 10 have looked at this before, but it's at {ART00000169}.
 11 You see you're listed as an attendee, and if we turn to
 12 page 4 {ART00000169/4} and again look at "Previous
 13 actions", the second action is:
 14 "Resident focus group to be set up by TMO to
 15 interface with design team and contractor."
 16 Who had responsibility for setting up that resident
 17 focus group?
 18 A. I believe Mark Anderson was working, and myself
 19 actually, with the estate office team, and they were
 20 helping us in the consultation process as well.
 21 Q. Do you know why the resident focus group was not in fact
 22 created?
 23 A. I don't know, sorry.
 24 Q. Did you personally contact any of the residents who
 25 responded to the May 2012 questionnaire to ask them to

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1 participate in this focus group?
 2 A. I don't recall contacting them myself, no.
 3 Q. If I could turn back to your first witness statement and
 4 paragraph 62, which is at {TMO00000885/12}, you said
 5 that you put together the newsletters.
 6 First of all, what help did you receive in preparing
 7 the content of these newsletters, from whom?
 8 A. It depended on when the newsletters were sent. Some
 9 input was from the design team on some of the designs
 10 that we provided as samples in the meetings.
 11 Mark Anderson had some input into the content of the
 12 newsletters as well. And I believe, just for formatting
 13 and the grammar of some of the newsletters, it went
 14 through RBKC's communication team.
 15 Q. Did any single person review the contents of the
 16 newsletters for accuracy?
 17 A. Yes.
 18 Q. And who was that?
 19 A. I can't remember the lady's name, but she worked for the
 20 TMO. She was part of the communications team.
 21 Q. Do you know how she went about assessing the accuracy of
 22 the contents?
 23 A. I'm not sure how she operated, no, sorry.
 24 Q. Could we go back to {TMO10001401/40}. Now, this is
 25 a newsletter you prepared explaining the cladding

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1 systems and how it would be used on the tower.
 2 Now, if I could ask the Opus operator to amplify the
 3 bottom half of this page, you will see, underneath the
 4 diagram in the right-hand corner, the second item refers
 5 to "FR (Fire Retardancy)". Then go to the bottom, under
 6 the middle column, in somewhat obscure lettering you can
 7 see the phrase "Fire Retardancy" there as well. Do you
 8 have them both?
 9 A. Yes.
 10 Q. To what extent, to your recollection, were residents
 11 informed of fire retardancy of zinc or any other
 12 material used for cladding during the consultation
 13 process?
 14 A. I'm not aware of anyone asking specific questions around
 15 the fire retardancy of any material provided.
 16 Q. That's not quite an answer to the question put.
 17 Did anyone from the TMO or any of their contractors
 18 provide residents with information regarding the fire
 19 retardancy of zinc or any other material?
 20 A. Not that I'm aware.
 21 Q. Were samples of cladding shown to residents at any of
 22 the meetings?
 23 A. Yes.
 24 Q. And can you remember what samples were provided?
 25 A. There was -- I can't recall specifically, no, but there

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1 was -- all I know is there was a selection of different
 2 samples of cladding and other materials laid out on
 3 a big table for residents to view and feel and touch.
 4 Q. Was an explanation given to residents of the different
 5 properties of each type of cladding?
 6 A. I can't specifically -- I personally didn't give that
 7 discussion to residents.
 8 Q. Can you recall, when the samples were put before the
 9 residents, whether there was any explanation given of
 10 their fire retardancy or resistance properties?
 11 A. I don't recall having that discussion with any residents
 12 myself.
 13 Q. Were residents consulted about the type of cladding as
 14 opposed to the colour of the cladding?
 15 A. Yes, as I say, the cladding -- all various types of
 16 cladding materials was provided to residents to feel and
 17 touch within the consultation meetings.
 18 Q. Could I ask the Opus operator to take us to page 42
 19 {TMO10001401/42} within this document. Now, this is
 20 a newsletter of 9 August 2012, and it says, in relation
 21 to the event on 12 July, so on the left-hand column,
 22 halfway down, final sentence:
 23 "There were no concern(sic) from residents about
 24 cladding the building."
 25 Did you attend the event on 12 July?

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1 A. I'm sure I would have attended, I can't -- like I say,
 2 I attended the majority of the meetings. I can't
 3 remember which ones were or weren't attended. I think
 4 there was an attendance register taken. As I said,
 5 I can't recall.
 6 Q. Let's see if I can jog your memory.
 7 Can we go to a draft newsletter of 15 July 2012,
 8 which is at {TMO00837616}. If that could be expanded,
 9 please. You will see on the right-hand page, the middle
 10 column, the penultimate entry says:
 11 "The first consultation meeting held on Thursday
 12 12th July was not well attended with only one resident
 13 taking the opportunity to meet with the team and discuss
 14 the project."
 15 Do you now remember that 12 July meeting, given it
 16 only had one attendee?
 17 A. I can't say I specifically recall that meeting. There
 18 was a few that were well attended and some that weren't
 19 well attended, and this was probably one of them.
 20 Q. Bearing in mind there was only one attendee on
 21 12 July 2012, could I ask us to go back to the
 22 newsletter of 9 August, which is at {TMO10049897/3}, and
 23 if we could expand the entry for 12 July, it says there:
 24 "There were no concern from residents [plural] about
 25 cladding the building."

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1 Given there was only one person attending, how did
 2 you conclude that there were no concerns from residents
 3 about cladding expressed on 12 July 2012?
 4 A. Well, the consultation meetings, evening meetings,
 5 weren't the only part of the consultation. As
 6 I suggested earlier, there was a project room set up at
 7 the base of Grenfell Tower displaying the proposal of
 8 the scheme, there was the questionnaire sent out to
 9 residents as well, so I'm taking -- assuming that that
 10 meant that all parts of the consultation were taken in
 11 consideration and not just this evening consultation.
 12 Q. So notwithstanding this information related to what
 13 happened on the 12 July meeting where only one attendee
 14 came, your evidence is that there was no concern from
 15 residents about cladding and that was due to other
 16 sources of information from the consultation exercise?
 17 A. Yes.
 18 Q. Okay.
 19 Now, can we now compare the draft newsletter of
 20 15 July 2012 and its final version. I would ask the
 21 Opus operator to show these side by side. The reference
 22 for the draft is {TMO00837616}, and the final version is
 23 {TMO10001401/42}.
 24 Now, the draft is on the left-hand side of the
 25 screen, and you can see there, in the right-hand column,

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1 the draft included questions put to questions and the
 2 number of the responses.
 3 Now, if we look at the final newsletter, you see
 4 that it only has the conclusions drawn from the
 5 responses, and it may help to de-amplify the final
 6 version on the right-hand side.
 7 Now, do you agree?
 8 A. Yes, they're different, yeah.
 9 Q. Looking at the third question in the draft, it said:
 10 "What do you think the external cladding should look
 11 like?"
 12 Colourful, robust, white/aluminium, not reflective,
 13 leave as is, not sure.
 14 If we look at the published newsletter of 15 July,
 15 in the right-hand column, fourth point down, it says
 16 there is no clear opinion about the colour or type of
 17 external cladding. Sorry, if I can ask for
 18 {TMO10001401/34} to be put up for that purpose. Fourth
 19 point down, it says:
 20 "There is no clear opinion about the color(sic) or
 21 type of external cladding."
 22 Do you agree?
 23 A. Yes.
 24 Q. Now, looking at the questions which residents were
 25 actually asked, do you agree that residents were not

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1 consulted on the type of cladding, they were simply
 2 asked about the colour? It may help if the Opus
 3 operator puts up the draft, which was {TMO00837616}.
 4 (Pause)
 5 So refreshing your memory, looking at the questions
 6 that were actually asked, do you agree that residents
 7 were not consulted on the type of cladding? Do refresh
 8 your memory looking at that document before you answer.
 9 A. Yes, I recall this because the reason we was discussing
 10 colour schemes is because there was a clear preference
 11 from the planning department, I was advised from
 12 Studio E, of the type of colour that should be displayed
 13 on the building, and they wanted quite vibrant colours
 14 throughout the building, escalating up to the top, that
 15 wasn't consulted with the residents, and part of the
 16 consultation is: what are your colour schemes? And part
 17 of the consultation that we did, we had various
 18 different colour charts available, along with the
 19 samples of the cladding that then residents can give
 20 a preference.
 21 Q. My question was: do you agree that residents were not
 22 consulted in relation to the type of cladding?
 23 A. At this particular newsletter, it didn't say that, but
 24 they were advised of the types of cladding because, as
 25 I suggested earlier, there was different samples

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1 available for them to feel, touch and pass their opinion
 2 on.
 3 Q. Now, can you explain the discrepancy between the
 4 question asked and the conclusion drawn in the final
 5 version of the newsletter?
 6 So the final version of the newsletter, which is on
 7 the left-hand side of the screen, says four points down:
 8 "There is no clear opinion about the color or type
 9 of external cladding."
 10 Looking over at the right-hand screen, which shows
 11 the draft, they were only asked about the colour,
 12 weren't they?
 13 A. On the questionnaire that went out, they were asked
 14 about the colour, yes.
 15 Q. So can you explain how the conclusion was reached that
 16 there was no clear opinion on the type of external
 17 cladding, given that the type of external cladding was
 18 not a question asked in the questionnaire?
 19 A. As I said, the samples -- the questionnaire put out was
 20 specific questions that would try to target the
 21 residents' feel of the colour scheme of the display for
 22 the tower, and the samples were available for residents
 23 to feel and touch, and perhaps it was before or after
 24 this meeting that that happened.
 25 Q. Can you help us, when the samples were shown to

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1 residents, was it before or after 15 July?
 2 A. I can't -- I would have to follow the sequence of some
 3 of these newsletters to get a better understanding.
 4 Q. Okay.
 5 Now, can we just look at the draft on the far
 6 right-hand side, and you will see the final question is:
 7 "Would you like windows that you could clean
 8 yourself?"
 9 "Yes 6. No preference 1."
 10 Compare that to the published version of the
 11 newsletter on the left-hand side of the screen, where it
 12 says:
 13 "You do not have a clear preference about whether
 14 residents should clean the windows or KCTMO."
 15 Now, again, can you give an explanation as to the
 16 apparent discrepancy between the answer in the draft and
 17 the answer as summarised in the final version?
 18 A. I would put my version of a draft newsletter together
 19 that then went to the management team, Mark Anderson,
 20 and then finally went to the communications team, and
 21 that's my only explanation of how the changes in the
 22 format and some of the content would be different.
 23 Q. So is that possibly another question for Mr Anderson?
 24 A. Yeah, I would suggest.
 25 Q. Okay.

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1 Could I ask the Opus operator to take down
2 TMO00837616 but leave the other document on the screen.
3 Could I ask the Opus operator to take us to page 42
4 {TMO10001401/42} within the document on the screen.
5 That's the newsletter of 9 August 2012. You will see
6 there reference to a consultation on 26 July, and the
7 newsletter reports:
8 "External Cladding proposal favourable to residents
9 seemed to be for profiled Zinc. Although we seem to
10 have some feedback on the type of cladding it is still
11 undecided on your preferred colour for the cladding."
12 Again, just for the sake of completeness, how did
13 you conclude that residents had a preference for
14 profiled zinc cladding?
15 A. It would be probably through the consultation meetings
16 that we had with residents.
17 Q. Probably, did you say?
18 A. Yeah, I can only assume that, through the evening
19 consultation meetings and some of the feedback we've had
20 from residents, they expressed their preferred option as
21 being zinc cladding.
22 Q. Thank you.
23 Can I turn to the question of conversation with
24 residents.
25 You provided your contact details in the various

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1 newsletters. Did residents contact you to ask about the
2 detail of the regeneration project?
3 A. Yes, there were residents who contacted me about the
4 project, yes.
5 Q. Do you recall promising Ed Daffarn during a meeting with
6 residents in 2013 that residents would be consulted with
7 and given the opportunity to view and comment on
8 a variety of different windows and cladding options?
9 A. Yes.
10 Q. And that also the TMO would be open to engaging with
11 residents and taking on board their feedback?
12 A. Yes.
13 Q. When you left the TMO, did you tell either David Gibson,
14 Peter Maddison or anyone else at the TMO what you had
15 promised at that meeting to Mr Daffarn?
16 A. I actually met Mr Daffarn, so the promise was probably
17 being fulfilled, and as for handover for Peter Maddison,
18 I gave a full handover document to Peter Maddison which
19 included resident consultation.
20 Q. Thank you.
21 Now, during your time on the project there were
22 changes to cladding and window options shown to
23 residents.
24 Before leaving in July 2013, did you, as part of the
25 handover you provided for Mr Maddison, provide or

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1 suggest that residents be notified of any proposed
2 changes and given the option to select alternatives?
3 A. No, I think that would be part of the design team.
4 Q. And why do you think that would be part of the design
5 team's role?
6 A. Because there was various different displays and types
7 of operation of the windows that were available.
8 Q. So they would be best placed to give that --
9 A. They would, yes.
10 Q. -- information?
11 As part of your role you were tasked with liaising
12 with residents about matters regarding the block and the
13 aspects of the refurbishment that were of concern to
14 them. Is that a fair summary?
15 A. Yes.
16 Q. Would you agree that it would be reasonable for
17 residents to contact you regarding the status of
18 planning applications for the refurbishment?
19 A. Yes, they did, yes.
20 Q. Could I ask you to turn up {TMO00849213/5}.
21 Now, on 28 March 2013 at 15.01, Ed Daffarn forwarded
22 to you an email exchange with Francis O'Connor about
23 consultation on KALC. He then asked for an update
24 regarding the planning application for Grenfell. You
25 forwarded the email exchange to David Gibson on 9 April

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1 at 16.22, and that's at page 4 {TMO00849213/4} of this
2 chain, if we could go up to that, and if that could be
3 expanded.
4 Can you scroll down a bit more? Will you excuse me
5 a second.
6 (Pause)
7 I might just come back to this question. Could
8 I just ask the Opus operator to go up to page 3. No,
9 I'll come back to this so that the email reference can
10 be checked.
11 Can I turn on to complaints about lack of
12 consultation. I now want to deal with concerns raised
13 by residents during the planning for Grenfell Tower.
14 If I could ask the Opus operator to turn up
15 {RBK00045642/6}. This is an email dated 12 July 2012
16 sent by Tunde Awoderu of the GTLA, the organisation you
17 were referring to earlier, and he sent a complaint to
18 you. If we could scroll down to see the substance of
19 that {RBK00045642/7}, where he said in the second
20 paragraph:
21 "There is clearly an established lack of
22 a communication from the K&CTMO the tenant led
23 organisation and their sub-agents since we did not
24 receive the 'Appointment of Studio E' letter before we
25 pointed out that we had not received it."

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1 Did you only send the letter of 4 July confirming
 2 the appointment to Studio E after GTLA had requested it?
 3 A. I don't recall the timing of sending the letter, sorry.
 4 Q. Had you tried to include GTLA in consultations with
 5 residents before their letter was sent to you?
 6 A. I was -- when I was involved, I tried to do
 7 communication with all the residents. Prior to my
 8 involvement and the appointment of Studio E, I'm not
 9 entirely sure what consultation was with residents at
 10 that stage.
 11 Q. Can you help us as to whether any consideration had been
 12 given at that stage as to whether leaseholders would be
 13 charged for the works at Grenfell at that time?
 14 A. Sorry, no, I wasn't involved in that part of the scheme.
 15 Q. Now, can I talk about a complaint about doors,
 16 consultation and maintenance of fire safety systems. If
 17 I could turn to {TMO00837229/3}, Tunde Awoderu wrote to
 18 David Ward on behalf of the GTLA after receiving
 19 David Ward's letter, and that's the 11 October. We
 20 don't need to go to it for these purposes.
 21 Now, David Ward had written to all leaseholders
 22 notifying them of their responsibility to ensure their
 23 front door was compliant with fire safety regulations.
 24 You were copied in to that email.
 25 Now, he raised concerns about exclusion of

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1 leaseholders from the fire door replacement programme,
 2 the failure to notify leaseholders for 19 months that
 3 their flat entrance doors may not be fully compliant,
 4 the TMO's lack of maintenance of fire systems and a lack
 5 of consultation on improvement to the tower.
 6 Now, your response is on 14 December 2012 and could
 7 be found at {TMOH00027328}. That shows it's from you.
 8 If we could ask a few questions in relation to that.
 9 Can you remember why you were chosen to respond to
 10 his complaint?
 11 A. As I said earlier, I was part of the administration to
 12 help manage the project, and part of that was looking at
 13 some of the complaints and concerns from residents.
 14 Q. Did you seek contribution from anyone else in preparing
 15 the response you sent to Mr Awoderu on 14 December 2012?
 16 A. Yes, I think I would have sought some guidance from the
 17 TMO on this.
 18 Q. From Janice Wray?
 19 A. Yes.
 20 Q. From Daniel Wood?
 21 A. Yes.
 22 Q. Can you help us what Daniel Wood's role was?
 23 A. Daniel Wood, as I believe, was -- you would have to
 24 forgive me, it was some time ago -- he was part of the
 25 leaseholder service team. I forgot his job title,

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1 sorry.
 2 Q. Did you have any direct knowledge from your work on the
 3 fire door replacement programme as to why there was such
 4 a long delay in notifying leaseholders after the
 5 tenants' doors were replaced?
 6 A. No, sorry. As I said earlier, I picked this project up
 7 at the tail end when it was coming to a conclusion, so
 8 I'm not entirely sure what consultation had gone on
 9 prior to my involvement.
 10 MR KINNIER: Thank you.
 11 Sir, that might be a convenient place at which to
 12 stop.
 13 SIR MARTIN MOORE-BICK: Well, it would seem very suitable,
 14 then, thank you very much.
 15 Mr Dunkerton, it's 1 o'clock, time we had a break so
 16 everyone can get some lunch. So we will stop now.
 17 We'll start again, please, at 2 o'clock.
 18 Please remember not to talk to anyone about your
 19 evidence or anything to do with it over the break.
 20 THE WITNESS: Thank you.
 21 SIR MARTIN MOORE-BICK: All right? Thank you very much.
 22 Would you go with the usher, then, please.
 23 THE WITNESS: Thank you.
 24 (Pause)
 25 SIR MARTIN MOORE-BICK: Good, 2 o'clock, please.

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1 MR KINNIER: Thank you, sir.
 2 SIR MARTIN MOORE-BICK: Thank you.
 3 (1.00 pm)
 4 (The short adjournment)
 5 (2.00 pm)
 6 SIR MARTIN MOORE-BICK: Right, Mr Dunkerton, all ready?
 7 THE WITNESS: Yes, thank you.
 8 SIR MARTIN MOORE-BICK: Thank you very much.
 9 Yes, Mr Kinnier.
 10 MR KINNIER: Thank you, sir.
 11 Good afternoon, Mr Dunkerton.
 12 A. Hello.
 13 Q. Before we broke for lunch, I was asking you about
 14 attitude to residents and liaison with residents, and
 15 there was a document to which I couldn't immediately
 16 find the correct reference. Hopefully I have now.
 17 Could I ask to go to {TMO00849213/4}. You can see
 18 at the very top of that page, if we could amplify that,
 19 you emailing Mr Gibson to discuss the email chain from
 20 Mr Daffarn, and you say in the second sentence:
 21 "Just so you are aware these two residents are the
 22 main antagonists on the Lancaster West Estate regarding
 23 Grenfell Tower."
 24 Can you help us, why did you describe those two as
 25 the "main antagonists"?

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1 A. Perhaps my choice of words wasn't great, but they were
 2 more vocal than other residents or leaseholders in the
 3 tower.
 4 Q. Okay.
 5 Can I turn now to the questions from the
 6 consultation process that we looked at earlier on, and
 7 might I ask us to go to {TMO00837616}, and if we could
 8 amplify the right-hand page so we see the questions
 9 asked in the questionnaire.
 10 Now, might I just ask you to refresh your memory and
 11 read through those questions just very briefly.
 12 (Pause)
 13 A. Okay.
 14 Q. Can you remember who drafted those questions?
 15 A. No, I can't, sorry, and it was -- it would have been --
 16 there would have been a few people within the team that
 17 would have come up with some suggested questions for
 18 residents. I can't specifically remember who come up
 19 with these questions.
 20 Q. Would you have been involved, Mr Dunkerton?
 21 A. Not -- I would have been involved in the discussions of
 22 the questions, but yes.
 23 Q. Looking at those questions, it's notable that they don't
 24 include any reference to improvement of the interior of
 25 the tower.

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1 First of all, would you agree with that observation?
 2 A. Yes.
 3 Q. Secondly, can you help us as to why there were no
 4 questions about improving the interior of the tower?
 5 A. The consultation went through various stages following
 6 some of the planning process in the project. The
 7 project was built up with various different aspects;
 8 some of them was internal refurbishment, parts of it was
 9 external refurbishment. Some of these questions were
 10 relating to the external part of the building, and it
 11 does, I think, mention there, question: would you rather
 12 have gas fired electric heating or hot water? So
 13 I think there was some reference to that. But there
 14 was -- in some stages, there were stages of consultation
 15 about the external aesthetics and environment of the
 16 building, and there were some other specific
 17 consultation regarding the internal refurbishment of the
 18 building.
 19 Q. Was there any consideration of asking residents their
 20 views on the arrangements for fire safety in the tower?
 21 A. No, not that I'm aware.
 22 Q. Did anyone direct their mind to that point, or was it
 23 a point that never arose for consideration?
 24 A. It didn't rise to consideration, is my understanding.
 25 Q. Did you explain to GTLA the reasons why fire doors,

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1 smoke ventilation, internal decorations were not
 2 included in the questionnaire?
 3 A. No, but again, like I say, there were specific areas of
 4 consultation, and I think I recall there was
 5 a consultation with residents about the internal
 6 refurbishment of the scheme, and I'm sure that's picked
 7 up on other newsletters further down the dates of the
 8 letters being sent.
 9 Q. Okay.
 10 Could I ask us to turn to {TMO10038903/11}, which
 11 hopefully is the status report, and on that page it is
 12 said, roughly halfway down that page:
 13 "It is understood that the TMO are concerned that
 14 the current scheme seeks to fund £8.5M of work to the
 15 external envelope of the building and services
 16 infrastructure without producing a tangible uplift in
 17 the living conditions of the residents of the
 18 tower block."
 19 The report continues to note value engineering has
 20 been requested to create savings which:
 21 "... could be reallocated to alternative works to
 22 upgrade kitchens and bathrooms within the flats in line
 23 with the 'Decent Homes' scheme."
 24 Can you help us with this: when did the TMO start
 25 considering the internal conditions of Grenfell Tower as

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1 part of the project?
 2 A. My understanding was it was always part of the project.
 3 Going back, like I said previously, my understanding was
 4 the energy efficiency of the building, the thermal
 5 efficiency, the current layouts of the internal parts of
 6 some of the flats, and to add additional homes which,
 7 again, were part of what I was doing on a different
 8 scheme, the Hidden Homes, there was an opportunity,
 9 I recall, to do some additional properties within the
 10 fabric of the building.
 11 Q. Now, could I ask you to turn to {TMO00848793}. On
 12 22 November 2012 at 10.23, Janice Wray emailed you about
 13 a complaint, attaching a copy of her email sent to the
 14 LFB. This is a complaint regarding an incident on
 15 30 April 2010. She explained that the smoke extraction
 16 system was completed after the April 2010 fire and that
 17 the system operated effectively.
 18 First of all, do you remember this email?
 19 A. Not specifically, no, sorry.
 20 Q. Do you remember any issues and discussion in relation to
 21 the circumstances of the fire on 30 April 2010?
 22 A. You might have to guide me to what you're asking.
 23 Q. Do you remember the question of power surges in the
 24 tower?
 25 A. They were -- I was part -- I won't say part of it, but

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1 I do remember there was a power surge in one of the
 2 buildings.
 3 Q. Did you rely upon the contents of this email from
 4 Janice Wray when you responded to Tunde Awoderu on
 5 14 December 2012?
 6 A. You'd have to remind me of my response to Tunde, but
 7 possibly.
 8 Q. Of course. Let's go to that document: {TMOH00027328}.
 9 We looked at this just before the break. Possibly if
 10 you go to the second page {TMOH00027328/2}. I'll just
 11 let you refresh your memory, particularly of the
 12 contents of the bottom half of that page.
 13 (Pause)
 14 A. Yes.
 15 Q. So looking at how you responded to Mr Awoderu, are you
 16 able to help us as to whether you relied upon the advice
 17 and information given by Janice Wray in her email of
 18 22 November --
 19 A. Yes.
 20 Q. -- when providing this response on 14 November?
 21 A. Yes, I did, I did rely on some information from
 22 Janice Wray.
 23 Q. Thank you.
 24 Can we now turn to another email from Janice Wray to
 25 you, dated 11 September 2012, again concerning the

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1 April 2010 fire. That can be found at {EXO00000220},
 2 and the email is timed at 10.54. If that could be
 3 expanded, I'll just let you refresh your memory of it.
 4 A. Thank you.
 5 (Pause)
 6 A. Yes.
 7 Q. Do you remember receiving that email?
 8 A. I received it, but I don't remember it specifically.
 9 Q. While you were working on the refurbishment project,
 10 what was your understanding of the status of the
 11 functioning of the AOV system?
 12 A. I didn't have technical knowledge of the system, to be
 13 honest with you, so -- but I -- there was a technical
 14 team within the TMO that would probably be able to give
 15 you more of a detailed answer on that.
 16 Q. When you received information from Janice Wray in
 17 relation to the AOV, is it fair to say that you relied
 18 upon what she said and didn't interrogate the
 19 information any further?
 20 A. Yes, there was a technical team within the TMO that
 21 would be better placed to answer that and give some
 22 advice on some of the services for the building.
 23 Q. Could I ask you to turn to document {TMO10024763}.
 24 I will let you refresh your memory and read that. Do
 25 shout when you would like the Opus operator to turn to

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1 the next page.
 2 (Pause)
 3 A. Okay.
 4 Q. Turn over {TMO10024763/2}.
 5 (Pause)
 6 A. Okay.
 7 Q. Now, first of all, can you help us understand: what were
 8 the systems that the TMO operated for maintaining its
 9 record in relation to fire safety issues?
 10 A. I'm not entirely sure, you will have to -- it wasn't my
 11 area of management. Perhaps Janice Wray would be best
 12 to answer that.
 13 Q. Thank you.
 14 Looking at the request at the bottom of the page
 15 from the GTLA for copies of the reports they identify,
 16 can you help us, did you make efforts to obtain those
 17 documents to answer the GTLA's request?
 18 A. I can't recall, sorry.
 19 Q. Could I ask to you turn to {TMO10001846/3}, within this
 20 chain of correspondence, which hopefully is an internal
 21 email discussing amendments to your draft response dated
 22 20 November, 11.36. So go slightly further up this
 23 page, please.
 24 Now, you say there, if we go to point 4, under the
 25 heading, "Instructions or recommendations made to the

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1 KCTMO/EMB":
 2 "Janice has provided an email, see attached, between
 3 TMO H&S team and LFB Fire Safety Team following the
 4 Grenfell fire on 30th April.
 5 "She further states, and I support her concern, 'it
 6 would clearly not be appropriate to provide a copy of
 7 this and so I extracted the info that I thought we could
 8 provide and when seemed reasonable to give' her
 9 extracted information has been added to attached
 10 letter."
 11 Can you help us, why was it not appropriate to
 12 provide GTLA with the information they sought, can you
 13 remember?
 14 A. No, I can't remember, sorry.
 15 Q. Can I now turn to {TMOH00027217/4}, to the email dated
 16 6 January 2013 timed 21.23. Tunde Awoderu of GTLA wrote
 17 in the first sentence of the second paragraph of that
 18 email:
 19 "... we are confused as to whether the current doors
 20 are fit for the purpose."
 21 Then if we can scroll up this chain of
 22 correspondence to the first page {TMOH00027217/1} to
 23 an email of 11 February at 10.12, which says in the
 24 fourth paragraph of that email, Mr Awoderu again wrote:
 25 "Please confirm whether we need to change our

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1 current doors under the current 'Fire safety in
2 purpose-built blocks of flats' & under fire safety
3 regulation."

4 Would you accept at the very least that GTLA were
5 not sure as to whether their doors were compliant with
6 relevant fire safety regulations?

7 A. That's correct.

8 Q. What did you do to ensure that they were given the
9 clarity they required?

10 A. I believe I got the information from -- got information
11 from Janice Wray, but as far as I'm aware, unless you
12 inspect every single leaseholder's door to ensure that
13 it's compliant, I'm not entirely sure they were aware
14 that the doors were or were not compliant.

15 Q. Can we, given that answer, turn to {TMO00846476}. This
16 is an email you sent on 13 February 2013 at 9.35, and
17 you said that the current doors provided sufficient
18 resistance. However, if they were replaced, they would
19 be required to meet the current fire safety standards.
20 You explain this was on the advice of the fire risk
21 assessor who had carried out an assessment in
22 November 2012.

23 First of all, can you explain the delay in
24 confirming whether the leaseholder doors were compliant?

25 A. No, sorry, I'm not sure what the delay was.

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1 Q. Well, you had had the benefit of the fire risk
2 assessment in November 2012, you had had subsequent
3 correspondence from the GTLA. I suppose the question
4 is: could you have responded sooner, given the
5 importance of the subject matter of their query?

6 A. Specifically -- I'm not an expert in fire doors and
7 I wouldn't be able to give them advice if they -- fire
8 doors were compliant or not, so I would probably have
9 had to wait for information to come through from
10 consultants or other inspections to pass on that advice.
11 That's possibly what the delay may have been.

12 Q. Were you able to rely upon your knowledge that you had
13 acquired as part of the replacement programme to give
14 any further comfort to the leaseholders regarding the
15 fire resistant qualities of their doors?

16 A. I wasn't aware of what had gone on previously with
17 previous inspections.

18 Q. We discussed slightly earlier on the question of the
19 power surges. Now, if we turn up {TMO00000885/11} at
20 paragraph 59, you refer to power surges there in
21 May 2013, and you say that your task was to help
22 residents affected by the surges with their insurance
23 claims.

24 Now, mindful of that, can we now turn to
25 {TMO00855320}. That's an email from Peter Maddison sent

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1 on 21 May 2013 at 15.26 to Alex Bosman, including you,
2 David Gibson, Siobhan Rumble and Janice Wray, and
3 Mr Maddison wrote this:

4 "I spoke about this with Paul and Siobhan yesterday
5 and Paul agreed to look into the matter.

6 "Siobhan is in contact with the utilities company.
7 Paul was going to investigate further."

8 He continued:

9 "Furthermore, the issues are potentially serious.

10 Is there adequate protection in place in the block? Do
11 we need to take any urgent action?

12 "Can we agree a response tomorrow?"

13 Now, looking at that email, it tends to suggest that
14 your involvement was greater than simply assisting
15 residents with their insurance claims. Would you agree
16 with that?

17 A. No. I would say that I was looking to part of -- pass
18 information to assist Peter Maddison in obtaining what
19 sort of cause and effect was with some of the surges,
20 but I was purely acting as a bit of a go-between, rather
21 than actually making any decisions or instructions.

22 Q. Whose task was it to investigate health and safety and
23 fire risk implications of the power surges?

24 A. As I say, we did have a technical team within the TMO,
25 and we had a health and safety team as well and

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1 a fire safety consultant, and I would have thought it
2 would be their responsibility.

3 Q. Thank you.

4 Can I ask you to turn to {ZUR00000025/2}. You see
5 at the top of that page it says -- this is a report on
6 power surges on 29 May 2013:

7 "Further investigations found badly damaged
8 enclosure and service cable in the lower ground floor
9 riser cupboard where there is evidence of severe burn
10 and arcing damage.

11 "This is concurrent with a Damaged/Broken cable on
12 the sub-main supply side neutral. Connected to incoming
13 service mains for Flats.

14 "On inspection we found loose connections and the
15 neutral cable had melted away from the clamp connections
16 and could have caused a fire within the riser, please
17 see attached photos on the following sheets.

18 "The Client was informed and witnessed the damage."

19 Did you read that report?

20 A. Possibly. I can't recall. I would have thought so.

21 Q. Did you have cause to examine the reported damage?

22 A. It wasn't my area of expertise, and it wouldn't have
23 been for me to inspect the damage, no.

24 Q. Who would it have been for to carry out the inspection
25 and carry out such further work as was necessary?

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1 A. As I suggested, there was a technical team within the
 2 TMO managing some of the mechanical and electrical
 3 services of the building. I would have thought they'd
 4 be best placed to look into that.
 5 Q. Were you familiar with RGE?
 6 A. No, sorry, I'm not entirely sure who they are, sorry.
 7 Q. Were you aware of any concerns that had been expressed
 8 internally about the quality of their performance in
 9 terms of the quality of the work they provided?
 10 A. No, sorry, I'm not entirely sure who RGE are.
 11 Q. If I ask the Opus operator to turn back a page on this
 12 letter {ZUR00000025/1}, you will see RGE Services
 13 investigated the power surges and were electrical
 14 contractors.
 15 A. Okay.
 16 Q. But the name is not familiar to you at all, it seems.
 17 A. It's such a long time ago, I don't recall them
 18 specifically, sorry.
 19 Q. Okay.
 20 Are you aware from your position whether there was
 21 any further internal investigation carried out in
 22 relation to the power surges?
 23 A. I wasn't involved much in the investigation and what the
 24 power surges were or what the remedial actions were
 25 taken.

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1 Q. Were you aware of any TMO policy or procedure for
 2 investigating any incidents which were potential or
 3 actual fire risks?
 4 A. No, that wouldn't be my area of expertise. I would have
 5 thought the health and safety team looked into that.
 6 Q. So Janice Wray?
 7 A. And the team, yeah. Not saying specifically
 8 Janice Wray, but the health and safety team.
 9 Q. Could I ask you to look at {RBK00002270}. Now, this was
 10 a petition from Grenfell Tower residents following the
 11 power surges. It contained 94 signatures. It
 12 concerned, as you see from the top, power surges, delays
 13 in compensation and delay in commencing the
 14 refurbishment project.
 15 Do you remember receiving that petition, first of
 16 all?
 17 A. Erm ... is there more to it, to jog my memory?
 18 Q. You can scroll down, I think.
 19 (Pause)
 20 A. No, I would think I -- I don't remember this
 21 specifically, but I do remember there was some
 22 correspondence and concerns from residents and
 23 leaseholders' association groups from the tower about
 24 the power surges, yes.
 25 Q. Do you recall any concerns within the TMO that so many

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1 residents had signed a petition regarding complaints
 2 about the building's safety and management?
 3 A. No, it would have been -- it wouldn't have been my area.
 4 I would have passed that on. It seems quite a serious
 5 concern. I think some of the senior management would
 6 have been involved.
 7 Q. But are you able to speak to the substance of their
 8 consideration of this petition?
 9 A. No, I'm not sure what -- no.
 10 Q. Who would be best to ask questions about that?
 11 A. Probably best to speak with some of the senior
 12 management team, Mark Anderson, Peter Maddison, maybe
 13 David Gibson.
 14 Q. Thank you.
 15 May I ask you now to turn to {TMOH00027200}. Now,
 16 this is an email from Sacha Jevans dated
 17 15 January 2013, and she emailed the complaints team
 18 with you copied in. She asked the complaints team to
 19 respond to the complaint, explaining that Mark Anderson
 20 left and Peter Maddison was starting on 21 January. She
 21 then asked that the complaint be allocated to you.
 22 Can you remember whether it's from this date onwards
 23 that complaints from Grenfell Tower were allocated to
 24 you or not?
 25 A. No, I would help draft some of the responses, but

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1 I would have input from some of the senior management
 2 team and other departments within the organisation.
 3 Q. When you say "some", is it fair to say, therefore, that
 4 you weren't the sole point of reference for complaints
 5 regarding Grenfell?
 6 A. No, there was a complaints team, and some they may have
 7 managed directly and some were directed to myself to
 8 answer.
 9 Q. Were all complaints allocated to you recorded with the
 10 TMO complaints team, to the best of your knowledge?
 11 A. To the best of my knowledge, I would have thought so,
 12 yes.
 13 Q. Were you asked to record all complaints or concerns
 14 regarding the refurbishment project?
 15 A. I can't recall, sorry.
 16 Q. Were you asked to report on complaints that you
 17 responded to internally within the TMO?
 18 A. I can't recall. I would have thought that the TMO had
 19 their own complaints procedure that took record of these
 20 type of complaints.
 21 Q. Can you recall ever forwarding on any reports of
 22 complaints to RBKC, for example?
 23 A. I'm not entirely sure, sorry.
 24 Q. Okay.
 25 Can I now turn finally to the flat fire door

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1 replacement programme. Now, this was a programme which
2 started in early 2011, and by early 2012, the majority
3 of the flat fire doors to be supplied and installed had
4 in fact been installed.

5 Is it correct to say that you were the project
6 manager for this programme for a period in 2012,
7 starting from about March 2012?

8 A. Yes.

9 Q. And that you took over the project as project manager
10 from Abigail Acosta; is that right?

11 A. That's right, yes.

12 Q. In relation to the fire doors replacement programme, is
13 it right that you reported directly to Mr Hallimond?

14 A. Yes.

15 Q. And did Mr Hallimond report to Mark Anderson?

16 A. Yes.

17 Q. Did Carol McGarry become project manager on the capital
18 programme team with the intention to take over some of
19 your projects, including the fire door replacement
20 programme, in or about October 2012?

21 A. Yes, I do recall Carol being a project manager. I can't
22 recall back then what her brief was and what involvement
23 she had in some of the projects I was managing at the
24 time, sorry.

25 Q. Was there a period of time where both you and

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1 Carol McGarry worked on the flat fire door --

2 A. Possibly, yes.

3 Q. Thank you.

4 Between October 2012 and March 2013, when the
5 contract with Manse Masterdor Limited was brought to
6 a close, what was your responsibility for the flat fire
7 doors replacement programme, between October 2012 and
8 March 2013?

9 A. As I suggested earlier, we was working with -- I think
10 there was consultants at the time, I can't recall, but
11 they was working on the final account.

12 Q. Can you give us a bit more detail as to what working on
13 the final account would involve?

14 A. Yes, it was working on concluding the overall valuations
15 for the project and any outstanding works or
16 installation of the doors that needed to be done, or any
17 payments for the scheme or any retentions that needed to
18 be released, that type of involve -- management.

19 Q. Thank you.

20 Going back to when you first became project manager
21 on the flat entrance door programme, can you describe
22 for us your principal responsibilities as project
23 manager for this programme?

24 A. As I say, I was bringing various parts of the projects
25 together that included some of the financial

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1 arrangements, some of the health and safety files, and,
2 again, making sure any outstanding works that were not
3 completed were completed.

4 Q. Was there a system which allowed you to see which doors
5 were yet to be supplied or installed?

6 A. There was a programme to show which doors were
7 outstanding, yes.

8 Q. Can you give us some detail on how that programme
9 operated, to the best of your memory?

10 A. I can't -- sorry, I can't recall what the arrangements
11 were at the time to complete the outstanding works.

12 I can only assume that the contractor would have given
13 me a completion programme that outlined when they were
14 going to fit these outstanding doors.

15 Q. How did you ascertain what problems, whether involving
16 individual properties or more general issues, needed
17 attention?

18 A. We used to hold project meetings where we would discuss
19 any certain cases that needed a bit more involvement.

20 Q. And there would be action points following from those
21 discussions, would there?

22 A. Yes.

23 Q. Okay.

24 How would you describe the overall state of the
25 records relating to the door replacement programme?

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1 Were you satisfied that they were adequate?

2 A. At the time, yeah, I felt they were adequate. There was
3 a record-keeping in place.

4 Q. Now, can I ask you now about questions relating to the
5 sign-off procedure. The first document I would like you
6 to look at is {MAS00000061}.

7 Now, these are the minutes of a flat fire doors
8 replacement programme meeting on 22 March 2012, which
9 you attended along with Janice Wray, Graham Pollard and
10 Andy Webster.

11 I'm right that Andy Webster was the Manse Masterdor
12 Limited project manager for the programme; is that
13 right?

14 A. Yeah, I think you're right, yes.

15 Q. If we could look down to point 8, it says:

16 "Installation report to be accepted by Andy as the
17 sign off, 10% inspection by Paul and Andy."

18 Was the installation report being referred to here
19 the report from the installer usually signed by the
20 resident to confirm satisfaction with the installation?

21 A. I'm not sure. I'm not sure what that refers to.
22 Installation report ... I'm not sure whether it's
23 an installation report showing what they've installed or
24 whether it's -- there's an agreement signature in place
25 from the residents.

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1 Q. Given the other matters looked at at this meeting, is it
 2 more likely to have been a report signed by the
 3 resident?
 4 A. I can't -- unless you have some evidence to show that
 5 that's what it was, I'm not sure, sorry ...
 6 Q. Thank you.
 7 Where the minutes refer to "10% inspection by Paul
 8 and Andy", that gives the impression that you and
 9 Mr Webster were proposing to inspect 10% of the
 10 completed doors together. Is that a fair summary of
 11 what appears to be proposed?
 12 A. Yeah, not entirely. I wouldn't inspect any doors and
 13 didn't inspect any doors, and I would probably discharge
 14 this duty to a clerk of works who had a bit more
 15 technical knowledge and expertise in signing off these
 16 types of projects.
 17 Q. Now, taking a step back, can you help us: the purpose of
 18 the inspection, was it to confirm that the doors had
 19 been fitted and were fit to be handed over?
 20 A. I can't recall what the brief was for an inspection of
 21 the doors, and, as I say, we did have a clerk of works
 22 that were assisting us on these types of duties.
 23 Q. Okay. Who was the clerk of works that you used?
 24 A. I can't recall the name specifically, but I think it was
 25 through a company -- it was through an external

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1 consultancy company, and again, their name escapes me as
 2 well. I'm surprised if it isn't within some of the
 3 documentations for this project.
 4 Q. Now, would the clerk of works inspect the doors with
 5 Andy Webster? Is that how it ran?
 6 A. That would be the intention, yes.
 7 Q. If I may go back to your first statement, to
 8 paragraph 24, and that can be found at {TMO00000885/4},
 9 and you state at paragraph 24 in the third line:
 10 "I do recall being involved in the post- installation
 11 inspections to the extent that the external clerk of
 12 works who carried out the inspections would advise me
 13 that the doors had been checked."
 14 That's what you're referring to in your previous
 15 answer; is that right?
 16 A. Yes.
 17 Q. Thank you.
 18 Is it right to say that you never met the clerk of
 19 works who was responsible for inspecting the doors?
 20 A. No, I wouldn't say that's correct at all.
 21 Q. Okay, so you met him?
 22 A. I would have met -- yes. I can't specifically recall
 23 who it was, but I would have met them, yes.
 24 Q. Relatively frequently? Can you give us an idea of the
 25 regularity?

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1 A. No, sorry, I'm not sure what the arrangements were for
 2 meeting up, sorry.
 3 Q. How did they advise you when a door had been inspected
 4 and was fit to be handed over?
 5 A. I would have thought there would be some handover
 6 documentation to be provided, either to myself or
 7 Janice Wray or someone within the health and safety
 8 team.
 9 Q. Was it Andy Webster who told the clerk of works that
 10 a door or doors were ready to be inspected?
 11 A. I believe that would have happened, yes.
 12 Q. Did you have any responsibility for signing off
 13 timesheets or invoices for work done by the clerk of
 14 works?
 15 A. Yes.
 16 Q. Now, can I turn to the question of practical completion,
 17 and can I ask you to turn to {TMO00869019}. This is
 18 a long bundle of practical completion forms relating to
 19 a number of flat doors installed under the programme.
 20 As you see from the date, they all relate to doors
 21 installed before you became the project manager.
 22 Can you see that there is a space on the form to be
 23 signed by the contractor, Masterdor, the LHC technical
 24 officer and the client.
 25 Was that the form that you expected to receive when

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1 doors were ready to be signed off?
 2 A. Yes.
 3 Q. Do you recall receiving completed forms for each door
 4 installed and handed over to the TMO?
 5 A. I can't recall specific documents as -- no.
 6 Q. Can you recall having to sign a form in relation to each
 7 and every door that had been installed and handed over?
 8 A. No, as I suggested, I was later in the project and this
 9 may have been before my time, with these documentations.
 10 Q. The second signature there, which says "Signed for by
 11 LHC Technical Officer", is it right to assume that that
 12 normally refers to the clerk of works who you engaged?
 13 A. To me that would seem -- yes.
 14 Q. Am I right in thinking that by the time you were
 15 involved in the programme, LHC was no longer involved?
 16 A. Can you remind me what LHC stands for?
 17 Q. The London Housing Consortium.
 18 A. Okay, thank you. And your question was, sorry, again?
 19 Q. Don't worry. By the time you became project manager, is
 20 it right that LHC were no longer involved?
 21 A. I can't recall, sorry. I'm not sure they were. I would
 22 have thought they were still involved.
 23 Q. Was a practical completion form the only document you
 24 received when a door was signed off?
 25 A. Again, like I say, I was at the end of the project and

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1 I don't recall receiving many of these types of
 2 documents, these certificates, handover certificates.
 3 Q. Okay.
 4 Could I now turn to the question of installation and
 5 could I invite you to look at {MAS00000254}. Here we
 6 have minutes of meeting for the fire flat door
 7 replacement programme, 8 March, and if we can turn to
 8 item 3.5 on the second page {MAS00000254/2}, it states
 9 that:
 10 "Contractor reported problems with access to some
 11 properties which have either not responded to letters
 12 sent or refused access. Andy Webster to send list of
 13 properties to Paul D who will confirm how these are to
 14 be progressed."
 15 Can you recall if this list of outstanding
 16 properties was provided?
 17 A. I'm sure it was, yes.
 18 Q. Can you recall whether any of those properties were at
 19 Grenfell Tower?
 20 A. I'm sorry, I can't remember specific properties.
 21 Q. Could I ask you to look at item 5.1 in these minutes
 22 {MAS00000254/3}. It says:
 23 "A reported issue with snibs to some doors
 24 [recorded]."
 25 Can you recall what the reported issues with snibs

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1 was?
 2 A. I think I do recall this, actually. In some doors on
 3 street properties that the snib -- if I recall this is
 4 right -- they had two operations: one where you pull the
 5 handle down from the outside and you can walk straight
 6 into the property, or one where you pull the handle down
 7 and it doesn't engage the lock or the latch and you
 8 can't open the door. And where some properties were
 9 opening up onto the street, for security measures, we
 10 wanted the ones where you put down the latch -- the
 11 handle and it didn't engage the latch. I think that's
 12 what that's referring to.
 13 Q. I'm grateful.
 14 Now, record-keeping. Can you remember whether there
 15 was a list of newly installed doors maintained by the
 16 TMO?
 17 A. A list of newly installed -- sorry, can you --
 18 maintained?
 19 Q. Was there a list of newly installed doors?
 20 A. On this particular project?
 21 Q. Yes.
 22 A. Yes.
 23 Q. Should they have been entered on the Keystone system?
 24 A. I think that's the end result, yes.
 25 Q. When you started as project manager, had they been

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1 listed on the Keystone system?
 2 A. I don't recall, I'm not sure, I wasn't managing the
 3 Keystone asset management database at the time.
 4 Q. Do you recall there being problems about the accuracy of
 5 records relating to the flat?
 6 A. No, sorry, not at the time, no.
 7 Q. Okay.
 8 When you took over, did you ensure that details of
 9 newly replaced doors were listed on Keystone?
 10 A. I would have passed -- I recall there was a guy,
 11 John Parsons, I believe, or someone, who worked on the
 12 Keystone data, and why I remember that is because
 13 I passed him information from some of the previous
 14 refurbishment projects I was working on, and I would
 15 have thought in this instance I would have passed him
 16 the information to upload on to Keystone.
 17 Q. Thank you. Could I ask you now to go to {TMO00868367}.
 18 Apologies, it's an Excel spreadsheet. If I could ask
 19 the Opus operator to go down to row 125 on the first tab
 20 of the spreadsheet.
 21 (Pause)
 22 Thank you.
 23 Now, the start of the entries from row 125, they're
 24 relating to the flat fire doors replacement programme;
 25 is that right?

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1 A. Yes, that's what it seems to be.
 2 Q. All of the doors there appear to have been entered by
 3 you, not Abigail Acosta. Is that right?
 4 A. No, I wouldn't have personally put this data entry in,
 5 and I think my name is there as part of the management
 6 of the project, not the data entry.
 7 Q. Okay.
 8 Now, can I take you to {MAS00000250}, which
 9 hopefully should be an email of 15 November 2012. This
 10 contained a spreadsheet which, if we scroll down -- the
 11 spreadsheet probably puts it higher(?), but if you
 12 scroll further down, there we go -- it sets out, amongst
 13 other things, the doors which are yet to be installed,
 14 and you see there, roughly halfway down, it lists three
 15 doors not yet installed at Grenfell.
 16 Can you help us, how did you record and list doors
 17 that remained outstanding?
 18 A. I think this is it, isn't it? It shows you what doors
 19 were outstanding to be fitted.
 20 Q. So nothing more than this?
 21 A. Not that --
 22 Q. I'm not suggesting there should be, it's just --
 23 A. No, I'm not sure I'm aware if there was any other
 24 documents than this, no.
 25 Q. What documents did you rely upon for keeping track of

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1 these? For example, did you rely solely upon Masterdor
 2 documents or was there some other source of information
 3 you used to track installation ?
 4 A. I believe there was a -- the clerk of works, again,
 5 would do their report, but predominantly we -- I'm sure
 6 we relied on this information.
 7 Q. Now, could I now turn to handover information.
 8 Did you have any discussions with Manse Masterdor
 9 about how to call them back for repairs during the
 10 six-month product defect period?
 11 A. They were -- if there was a defect relating to the door
 12 itself, or the installation of the door, then we would
 13 raise -- we would send them an email to request them to
 14 return and carry out the repairs.
 15 Q. Okay.
 16 Did you have any discussions with Manse Masterdor
 17 about providing training for TMO employees on how to
 18 maintain and repair the doors?
 19 A. I can't recall having that conversation.
 20 Q. Did Masterdor provide you with any handover information
 21 relating to the maintenance or repair of doors?
 22 A. I'm sure that would have been part of the handover --
 23 the health and safety file that's handed over to the
 24 TMO.
 25 Q. Can you remember whether that was so?

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1 A. I can't remember that specific document, no, sorry.
 2 MR KINNIER: Mr Dunkerton, thank you.
 3 Now, it's probably an appropriate time for us to see
 4 whether there are any further questions for you,
 5 Mr Dunkerton, so if I might ask you to rise for
 6 ten minutes --
 7 SIR MARTIN MOORE-BICK: You have exhausted your stock, have
 8 you, Mr Kinnier?
 9 MR KINNIER: I have exhausted my stock.
 10 SIR MARTIN MOORE-BICK: Right.
 11 Well, at this point, Mr Dunkerton, we have to give
 12 counsel a chance just to check there aren't any
 13 questions lurking in the storeroom that he hasn't
 14 already asked, and also we give an opportunity for
 15 people who are not in the room to send questions in.
 16 So we're going to have a short break. I'm going to
 17 say until 3 o'clock, will that give you enough time?
 18 MR KINNIER: I think so.
 19 SIR MARTIN MOORE-BICK: And then we will see if there are
 20 any more questions to sweep up.
 21 THE WITNESS: Okay, thank you.
 22 SIR MARTIN MOORE-BICK: If you would like to go with the
 23 usher.
 24 Please don't talk to anyone about your evidence
 25 while you're out of the room.

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1 THE WITNESS: Thank you.
 2 (Pause)
 3 SIR MARTIN MOORE-BICK: Right, 3 o'clock then.
 4 MR KINNIER: Thank you, sir.
 5 (2.50 pm)
 6 (A short break)
 7 (3.00 pm)
 8 (Proceedings delayed)
 9 (3.15 pm)
 10 SIR MARTIN MOORE-BICK: Mr Dunkerton, I am sorry we kept you
 11 out much longer than I said we would. I'm afraid
 12 sometimes these things happen and one can't be
 13 absolutely certain about it. Anyway, we are ready to go
 14 on, if you are.
 15 THE WITNESS: Yes, thank you.
 16 SIR MARTIN MOORE-BICK: Have you found some more questions,
 17 Mr Kinnier?
 18 MR KINNIER: Some.
 19 SIR MARTIN MOORE-BICK: You have?
 20 MR KINNIER: I have.
 21 Mr Dunkerton, thank you very much for your patience.
 22 First of all, could I ask the Opus operator to turn
 23 up page 127 of today's transcript at line 24
 24 {Day51/127:24}. At the bottom you see I asked you
 25 a question about an investigation of health and safety

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1 matters, and you responded:
 2 "... we did have a technical team within the TMO,
 3 and we had a health and safety team as well and
 4 a fire safety consultant ...
 5 Who was that fire safety consultant?
 6 A. The person I was involved with at the time was
 7 a gentleman called Carl Stokes. He was the adviser that
 8 I was referring to there.
 9 Q. Thank you.
 10 Next question, in relation to the door replacement
 11 programme: who, if anyone, had responsibility for
 12 producing a health and safety file for the 2012 door
 13 replacement programme?
 14 A. The health and safety file at the end of the project was
 15 produced predominantly by the contractors that gathered
 16 all the information that was relevant for the scheme.
 17 Q. Did they produce one? Did you see it?
 18 A. I can't specifically -- I would have thought so, yes.
 19 I can't remember calling it in specifically.
 20 Q. But you can't say one way or the other?
 21 A. I can't remember -- I can't remember seeing it.
 22 Q. Okay.
 23 Could I now turn to a complaint that you received
 24 from Mr Awoderu dated 14 November 2012, and the
 25 reference is at {TMO00837229}.

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1 I just want you to refresh your memory that there
2 was a response drafted on 20 November 2012, and that's
3 at {TMO10001846}, if we could turn to that. Just scroll
4 down, and check this is the same.

5 (Pause)

6 Now, I may come back to this just to double-check
7 the accuracy of the references, because this reference
8 came through in relation to a question in the interval,
9 but do you remember we were looking at the complaint
10 from Mr Awoderu and you prepared a response, and you
11 told us in evidence that you relied in part on
12 a contribution from Janice Wray?

13 A. Yes.

14 Q. Can you remember whether there was an earlier draft of
15 that response in relation to which you had invited
16 comments?

17 A. I can't recall, sorry. Possibly.

18 Q. Now, in the response that you provided to the
19 leaseholder's complaint, it contained advice or
20 contained matters which covered fire safety material.

21 Given that you had no background in fire safety, can
22 you help us as to why you communicated advice regarding
23 fire safety matters in response to that complaint?

24 A. I think I was trying to be helpful by answering his
25 concerns, and will have relayed the information back

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1 from what I was being given from possibly the health and
2 safety officers or the fire safety officer.

3 Q. Okay.

4 I think when we were looking at the contributions
5 you received in relation to that response, you referred
6 to having a contribution from Janice Wray; can you
7 recall whether there was anyone else from whom you
8 received help in preparing the response?

9 A. I can't remember specific people that had an input into
10 that, apart from, as I say, the health and safety team
11 and the fire safety officers.

12 Q. Okay.

13 A. Officer.

14 Q. Is it right to say that it didn't fall to you, on what
15 you have told us in your evidence today, to give advice
16 to residents of what they should do in the event of
17 a fire?

18 A. That's not my area of expertise, no, I was just relaying
19 information that was being given to me.

20 Q. Were you aware of whether and, if so, how many fire
21 drills had been carried out at Grenfell during your time
22 at TMO?

23 A. I wouldn't be aware of that, no, sorry.

24 Q. In terms of dealing with the smoke extraction system,
25 were you aware of any substantial remedial work to that

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1 system since 2010?

2 A. No, you would have to ask someone in the technical team
3 within the TMO what repairs or works were carried out to
4 that system.

5 Q. Did you have any considered views regarding the
6 operation, its effectiveness, of the smoke extraction
7 system?

8 A. I didn't have any personal opinion against that, no,
9 sorry.

10 Q. So when you were communicating information regarding the
11 smoke extraction system, you were communicating
12 information from others, but you didn't have any expert
13 contribution or informed contribution to make yourself
14 to those views?

15 A. That's right, I would have relied on the information
16 from others.

17 Q. Could I penultimately ask you about your knowledge of
18 any relationships or knowledge of relationships between
19 employees of the TMO and contractors.

20 Did you know whether Peter Maddison knew Steve Blake
21 of Rydon?

22 A. No, sorry.

23 Q. Did you know of any friendship or acquaintance or
24 professional relationship between Mr Blake and
25 Sacha Jevans?

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1 A. No, sorry.

2 Q. Did you know of any relationship, for example, between
3 Mr Blake and Mark Anderson?

4 A. No.

5 Q. Thank you.

6 When we were discussing the substance of the
7 consultation exercise that was carried out with
8 residents, you referred to the use and deployment of
9 samples of cladding.

10 Can you tell us, or can you remember now, when the
11 samples were obtained and when they were displayed or
12 provided to tenants -- or shown to tenants, I should
13 say?

14 A. No, I can't remember specifics, but I do remember
15 attending an evening consultation meeting where the
16 samples were laid on the table, colour samples and
17 samples of various types of cladding and other materials
18 were on display, but I can't recall exactly when that
19 was.

20 Q. Can you remember whether the samples of cladding were
21 put before residents on one or more occasions?

22 A. On more than one occasion.

23 Q. Can you remember how many?

24 A. Sorry, no, I can't remember exactly.

25 Q. Did you keep a documentary record anywhere of the

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1 substance of the tenants' responses to the consultation
 2 exercises you conducted?
 3 A. I will have thought they will have filed them on the
 4 system and they would have formed part of the
 5 newsletters in correspondence to some of the
 6 consultation and some of the questions.
 7 Q. Thank you.
 8 If you could give me just a moment.
 9 (Pause)
 10 Could I just clarify one matter we were discussing
 11 about the response to a complaint you received. Could
 12 we go to {TMOH00027332}. Now, that's dated
 13 20 November 2012, and it's a response to Mr Awoderu's
 14 complaint of 14 November. If I could ask the
 15 Opus operator to keep that document up on the screen but
 16 also put up {TMOH00027328}. Now, as far as we can tell,
 17 those letters are identical.
 18 Could I ask you just to cast your eye over them,
 19 just to double-check that you consider them to be
 20 identical, save for the date?
 21 A. They seem to be, yes.
 22 Q. Might I ask the Opus operator to turn to the second page
 23 of each letter.
 24 (Pause)
 25 A. Yes.

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1 Q. Just the final page, I think there must be a signature.
 2 A. Okay.
 3 Q. If I could ask the Opus operator to put those down and
 4 to put up {TMO10001846}, we see at the bottom of the
 5 page Mark Anderson asked Dan Wood:
 6 "Did a response get sent to Mr Awoderu?"
 7 If we scroll up:
 8 "Hi Mark,
 9 "Seems we did not ..."
 10 Looking at that email chain, does it seem likely
 11 that the response was the letter dated 14 December,
 12 which was identical, save for the date, to the draft of
 13 20 November?
 14 A. Yes, the letters seem the same, but I can't recall what
 15 they were -- why they were two different dates and what
 16 response they were referring to.
 17 MR KINNIER: Thank you very much.
 18 Mr Dunkerton, the final thing now for me is to
 19 thank you for coming to give evidence today, we're very
 20 grateful.
 21 THE WITNESS: Thank you.
 22 MR KINNIER: Thank you.
 23 SIR MARTIN MOORE-BICK: Well, Mr Dunkerton, I'm going to add
 24 my thanks to those of Mr Kinnier. It's been very
 25 helpful to hear from you. I'm glad to say we got

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1 through your evidence in rather less time than you may
 2 have expected. Anyway, we have finished for the
 3 afternoon. Thank you very much indeed, and you're now
 4 free to go.
 5 THE WITNESS: Thank you very much, thank you.
 6 (The witness withdrew)
 7 SIR MARTIN MOORE-BICK: Good, thank you, Mr Kinnier.
 8 MR KINNIER: 10 o'clock tomorrow: Mr Anderson.
 9 SIR MARTIN MOORE-BICK: Right. Thank you very much.
 10 In that case, we will rise at this point and resume
 11 at 10 o'clock tomorrow morning, please.
 12 MR KINNIER: Thank you, sir.
 13 (3.30 pm)
 14 (The hearing adjourned until 10 am
 15 on Tuesday, 13 October 2020)
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