

OPUS 2

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Grenfell Tower Inquiry

Day 52

October 13, 2020

Opus 2 International - Official Court Reporters

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1 Tuesday, 13 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 hear from another
 5 witness from the Tenant Management Organisation.
 6 Yes, Mr Kinnier.
 7 MR KINNIER: Sir, thank you. May I call Mr Mark Anderson.
 8 SIR MARTIN MOORE-BICK: Thank you.
 9 MR MARK ANDERSON (affirmed)
 10 SIR MARTIN MOORE-BICK: Thank you very much, Mr Anderson.
 11 Do sit down and make yourself comfortable.
 12 THE WITNESS: Thank you.
 13 SIR MARTIN MOORE-BICK: Yes, Mr Kinnier.
 14 Questions from COUNSEL TO THE INQUIRY
 15 MR KINNIER: Good morning. Would you please confirm your
 16 name.
 17 A. Mark Anderson.
 18 Q. Thank you very much for attending to give evidence
 19 today.
 20 If, during the course of examination, you have any
 21 difficulty understanding anything I ask, please say so
 22 and I'll repeat the question or put it differently so
 23 it's comprehensible.
 24 If at any time you feel the need for a break, please
 25 don't hesitate to say so.

1

1 Finally, would you please keep your voice up so the
 2 transcribers can record your words.
 3 Now, you have made two statements to the Inquiry and
 4 could I please take you to them. They're in a folder on
 5 your desk and they will also appear on the screen. The
 6 first statement is dated 12 February 2019, and the
 7 reference is {TMO10048968}, and the second is dated
 8 5 November 2019, and the reference is {TMO00847334}.
 9 Have you read each of those documents recently?
 10 A. I have.
 11 Q. Can you confirm that their contents are true?
 12 A. They are.
 13 Q. Thank you.
 14 Have you discussed your statements or your evidence
 15 with anybody before coming here today?
 16 A. No.
 17 Q. And for the avoidance of doubt, all the exhibits are
 18 taken to have been formally added to the Inquiry record.
 19 Mr Anderson, to start off with, I would like to ask
 20 you a few questions about your background and your
 21 qualifications and your experience.
 22 Now, am I right in understanding that you studied
 23 architecture at university and worked in private
 24 practice in London until 1992?
 25 A. Correct.

2

1 Q. Did you successfully complete all parts of the
 2 architects qualification, parts 1, 2 and 3?
 3 A. Yes.
 4 Q. When did you start work in private practice?
 5 A. I believe or recall that that was around 1987.
 6 Q. And whilst you were in private practice, what type of
 7 work did you specialise in? Was it residential or
 8 commercial or whatever?
 9 A. It was very much a mixture, residential, commercial,
 10 office, retail, leisure parks, et cetera.
 11 Q. Whilst in private practice, were you a member of RIBA?
 12 A. No.
 13 Q. During your time --
 14 A. I should -- just on that point, I was a member of the
 15 Royal Incorporation of Architects in Scotland.
 16 Q. Was that during your time in private practice?
 17 A. Yes.
 18 Q. Now, during your time in private practice, what
 19 experience did you gain of social housing refurbishment
 20 projects?
 21 A. I had or I worked with a number of, as they were at the
 22 time, housing association clients, predominantly within
 23 London.
 24 Q. And during your time in private practice, what training
 25 did you receive on asset regeneration projects?

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1 A. I can't recall specifics. I do however recall that
 2 I worked on a number of projects that were to do with
 3 housing regeneration. I'd attended various seminars and
 4 conferences, and did various CPD-type courses.
 5 Q. Since leaving private practice, have you kept up your
 6 CPD as an architect?
 7 A. Privately, so I probably do around 50 hours a year.
 8 Q. Am I right that, when you left private practice in 1992,
 9 you moved into the social housing sector also to work as
 10 an architect?
 11 A. I didn't move into the social housing sector to work as
 12 an architect, but --
 13 Q. What was your role?
 14 A. -- I did --
 15 Q. Sorry.
 16 A. But I did move into the social housing sector.
 17 Q. What was your first role in the social housing sector?
 18 A. Initially that was as a development manager.
 19 Q. What did that involve?
 20 A. That involved putting together bids to the housing
 21 corporation for funding for the construction or
 22 refurbishment of housing, and also pulling together
 23 a programme of work or projects, and overseeing their
 24 delivery through consultant teams and contractors.
 25 Q. Before you started at the TMO, did you receive any

4

1 training regarding fire safety requirements for
 2 high-rise residential buildings?
 3 A. Over the course of my career, I've had various CPD-type
 4 courses or seminars that relate to fire safety, the
 5 Building Regulations, British Standards, et cetera.
 6 Q. Did you receive any training about cladding on high-rise
 7 buildings, the risks arising from their use on high-rise
 8 residential buildings, and the relevant fire safety
 9 considerations?
 10 A. Not in relation to cladding itself specifically. It was
 11 more in a broader context around fire safety.
 12 Q. Could I now turn to ask questions about any training you
 13 received whilst you were at the TMO.
 14 A. Certainly.
 15 Q. Now, at any time, did you think you required any
 16 training to perform your job on the KALC or Grenfell
 17 projects?
 18 A. In terms of a shortfall of training, or ...?
 19 Q. Did you think you needed any supplemental training?
 20 A. No. I believe that the KCTMO was very supportive of any
 21 training requirements that I identified and was willing
 22 to either allow me or any of my team members to pursue
 23 those.
 24 Q. Did they provide you with any training in relation to
 25 the tasks and responsibilities you fulfilled in relation

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1 to the Grenfell project?
 2 A. Not specifically, no.
 3 Q. When you were appointed as the interim director of asset
 4 investment and engineering in 2010, were you then aware
 5 of fires in the UK involving cladding on high-rise
 6 buildings, Knowsley Heights, Garnock Court, those type
 7 of fires?
 8 A. I was aware of the most recent one, which would have
 9 been Lakanal House in 2009.
 10 Q. Were you aware of the potential risks that had been
 11 identified following the investigation into the
 12 Lakanal House fire?
 13 A. I had a general overview of the risks that related to
 14 the Lakanal House fire, not the specific details of it.
 15 Q. Were you aware of the involvement or possible
 16 involvement of cladding in that fire?
 17 A. I am aware that there was a form of cladding as well as
 18 the internal construction arrangements that had
 19 compromised the compartmentation of the flats around the
 20 stairwell.
 21 Q. Did you receive any specific fire safety training or
 22 advice on lessons to be learned from the Lakanal House
 23 fire during your time at the TMO?
 24 A. I don't recall any.
 25 Q. Do you remember picking up any such training via your

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1 informal CPD?
 2 A. Yes, there were a number of courses or seminars
 3 immediately following the Lakanal House incident and the
 4 findings from that that were run by consultancy
 5 specialists in that sector.
 6 Q. Just to be clear, you signed up to and digested the
 7 contents of those seminars?
 8 A. Yes.
 9 Q. Were you aware, either via training or informal CPD, of
 10 fires abroad involving cladding on high-rise buildings,
 11 in Dubai and elsewhere?
 12 A. I had an awareness of them, but I didn't look at the
 13 detail in relation to those, because the regulations and
 14 the construction methods that were used were slightly
 15 different to those that apply in the UK.
 16 Q. Were you aware that they had involved a form of
 17 cladding?
 18 A. Yes.
 19 Q. When cladding had been identified as a feature of the
 20 refurbishment of Grenfell, did you think about Lakanal
 21 or any other fire involving cladding on high-rise
 22 buildings?
 23 A. In general terms, yes, although I would point out that
 24 at that point in time there wasn't a definitive, "What
 25 will that cladding be?"

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1 Q. When you say in general terms, can you give us a bit
 2 more detail as to the level of awareness that you
 3 brought to the Grenfell project as a result of knowledge
 4 of Lakanal and fires elsewhere?
 5 A. I think the main issue for me was that we needed to be
 6 compliant with regulations and legislation, and in
 7 particular we needed to ensure that health and safety
 8 and fire safety were thought through by the
 9 pre-construction professional team.
 10 Q. Thank you.
 11 Now, I would like to turn to your role and
 12 responsibilities whilst at the TMO. At paragraph 5 of
 13 your witness statement {TMO10048968/1} -- we don't need
 14 to turn up to it unless you would like to -- you say
 15 that, from 2010 to January 2013, you were the interim
 16 director of asset investment and engineering at the TMO,
 17 and the job title changed at some point to the director
 18 of assets and regeneration.
 19 First of all, can you remember when in 2010 you
 20 started working for the TMO?
 21 A. Yes, I can, and it wasn't 2010. Since making those
 22 statements I've had the opportunity of establishing
 23 exactly which dates they were.
 24 I was interviewed, or approached and interviewed, by
 25 Sacha Jevans and Robert Black in late November/early

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1 December 2010. I met with them to discuss their
2 requirements. Unfortunately I wasn't able to progress
3 that at that time. I was subsequently re-approached by
4 them and actually started working with them on
5 a part-time basis from 21 March 2011, all the way
6 through until 8 January 2013.

7 Q. Thank you.

8 A. Between March 2011 and June 2011, I slowly moved from
9 one day a week through to full-time.

10 Q. Thank you.

11 Was the TMO role your first as a director of assets?

12 A. No, it wasn't.

13 Q. How many previous times had you fulfilled that position?

14 A. From recollection, three.

15 Q. Can you remember now when the "interim" part of your
16 title was dropped? Would it have been June 2011, on the
17 evidence you've just given?

18 A. From -- no, I was always there as an interim member of
19 staff, I wasn't part of the permanent establishment,
20 although I performed those functions.

21 Q. Was there any change in your substantive role or duties
22 when the title changed from director of asset investment
23 and engineering to director of assets and regeneration?

24 A. The change occurred -- from recollection, it was on
25 1 April 2012, and at that time it changed because there

9

1 had been a recognition or an understanding between KCTMO
2 and RBKC about the incorporation of housing
3 regeneration, and I suppose the change in the role would
4 just be the addition of the housing regeneration
5 functions.

6 Q. Thank you.

7 Now, you have just indicated earlier on that you
8 were initially approached by Sacha Jevans and
9 Robert Black. How did you know those two individuals?

10 A. Sacha Jevans I'd previously worked with at both the
11 London Borough of Havering and at Hyde Housing Group.
12 Robert Black I knew of primarily through the sector and
13 just an awareness of his role at KCTMO.

14 Q. Were they professional acquaintances as opposed to
15 social acquaintances?

16 A. Yes.

17 Q. Did you submit a formal application for the job of
18 interim director in late November or December 2010?

19 A. As I said, I was approached by them. They did ask me
20 for a most recent CV, so to me it was a form of
21 application, but probably not in the sense that you're
22 referring to.

23 Q. Okay. So was there a formal application when you were
24 re-approached in 2011?

25 A. No.

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1 Q. Was there any form of interview --

2 A. Yes.

3 Q. Who interviewed you?

4 A. Both Sacha Jevans and Robert Black.

5 Q. No one else?

6 A. I believe there was a subsequent meeting where it was
7 Robert Black and Anthony Parkes.

8 Q. When you say subsequent meeting, that was before you
9 joined on a part-time basis on 21 March 2011?

10 A. Yes.

11 Q. Can you remind us what the position was that
12 Anthony Parkes held at the TMO?

13 A. He was director of finance.

14 Q. During the interviews, either with Sacha Jevans and
15 Robert Black or Mr Black and Mr Parkes, were you asked
16 about any relevant experience working on regeneration
17 projects?

18 A. At that stage, that wasn't their particular focus, so
19 I don't recall any specific questions about regeneration
20 projects at that time, although it was covered in my CV.

21 Q. Did regeneration become more prominent as a corporate
22 requirement in the run-up to the change of your title in
23 April 2012?

24 A. Yes, it did. My understanding is that, at the time I'd
25 been approached, KCTMO was going through a degree of

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1 change, and there was also a desire on the part of KCTMO
2 to do more for RBKC, and similarly for RBKC to have
3 KCTMO do more, and part of that was moving towards, one,
4 a stable property services function, but it was also
5 looking at what they could do more broadly around the
6 housing assets, and housing regeneration was part of
7 that.

8 Q. Just looking at your answer, first of all, can you give
9 us a bit more detail as to the nature and extent of the
10 change KCTMO was undergoing?

11 A. My understanding when I was first approached, and also
12 subsequently approached and when I first started, was
13 that the property services function hadn't been
14 delivering or hadn't been performing to the standard
15 that either KCTMO or RBKC wanted --

16 Q. If I can stop you there, apologies. What were the
17 principal deficiencies that had been identified?

18 A. I think that one was to do with the way in which that
19 particular department/directorate was structured. The
20 other one was the skills, experience and competencies
21 that were within the team, and I think the third one
22 would have been around what they were required to
23 deliver going forward.

24 Q. Looking at that, what skills and deficiencies were
25 thought to be lacking?

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1 A. My initial view was that the management tier, or my
2 management tier, needed to be strengthened.
3 Q. So executive director level?
4 A. No, I'm talking about managers.
5 Q. Okay.
6 Now, you mentioned RBKC there. Had these
7 deficiencies been identified, to the best of your
8 knowledge, by the TMO, or had they been pointed out as
9 well by RBKC?
10 A. To the best of my knowledge it was probably
11 a combination of both.
12 Q. Do you know within RBKC who had expressed these concerns
13 regarding skills and experience at managerial level?
14 A. On the basis of my experience of RBKC, I would ...
15 historically I would have thought that would have come
16 through Laura Johnson. Certainly Laura Johnson and
17 I had conversations about that.
18 Q. Okay.
19 Can you just, whilst we're dealing with this topic,
20 give us an idea or gist of the criticisms that
21 Laura Johnson had of the skills and training, expertise,
22 at management level at the TMO?
23 A. I need to clarify, this isn't executive directors and it
24 isn't assistant or directors; this was about -- so
25 within the property services function, one of the things

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1 that that was responsible for was delivering the capital
2 investment programme, so this is money invested in the
3 housing stock to maintain/improve it.
4 Q. Yes.
5 A. And my understanding was that for a number of years the
6 programme had not been delivered in its entirety, so
7 there was an underperformance in that regard, and
8 certainly from when I went to KCTMO, and in advance of
9 that, I felt there was a lack of management or correct
10 level of management within the organisation, (1) to have
11 the focus to drive that forward, and (2) to ensure that
12 it was delivered.
13 Q. Thank you.
14 Now, before I started interrupting you, asking about
15 skills and training, you said one of the other drivers
16 for change had been a desire on the part of the TMO to
17 do more for RBKC. Can you flesh out that in more detail
18 for us, please?
19 A. I think that was more about the social housing
20 environment, the local authority housing environment at
21 that particular point in time. KCTMO was effectively
22 an arm's-length management organisation. For a lot of
23 local authorities, they initially set those up just to
24 do the management and the maintenance. However, over
25 time the sector had evolved and it became much more

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1 about what could we do around community regeneration,
2 housing stock regeneration, asset management, and that
3 was very much what KCTMO was looking to deliver, and it
4 was certainly something that RBKC had an appetite for.
5 Q. Were these matters the matters upon which you were
6 questioned by Mr Parkes when he was interviewing you
7 jointly with Mr Black?
8 A. Yes.
9 Q. And equally, were those the matters upon which you were
10 interviewed by Sacha Jevans and Robert Black?
11 A. They were some of them but not all.
12 Q. Now, I would like to move on to paragraph 8 of your
13 witness statement {TMO10048968/2}. We don't need to
14 turn it up unless you would like to. But there you say
15 that, as interim director of asset investment and
16 engineering, you were:
17 "... responsible for the strategic planning and
18 delivery of the TMO's business, capital investment,
19 planned maintenance and asset management in respect of
20 property assets to meet existing and future needs."
21 Could you help us briefly: what did strategic
22 planning and delivery involve?
23 A. That was predominantly looking at the housing stock
24 which was owned by RBKC, what were its future investment
25 needs, what standards did we want to bring that to over

15

1 the next 30 years, what were the funding requirements
2 around that, how could we potentially deliver that with
3 the local government finances that were likely to be
4 available.
5 Q. Okay, thank you.
6 A. So effectively a business plan.
7 Q. Thank you.
8 I would now like to turn to the relationship between
9 the TMO and RBKC.
10 Now, were you aware that the relationship was
11 governed by the modular management agreement?
12 A. I was.
13 Q. Were you familiar with the general substance of that
14 agreement?
15 A. Yes.
16 Q. Were you familiar with the particular provisions
17 governing major works?
18 A. Yes.
19 Q. Now, could we turn up the modular management agreement,
20 which is dated 12 June 2006, and the reference is
21 {RBK00019006/35}.
22 A. Excuse me, Mr Kinnier, I've got 34 showing.
23 Q. Don't worry, the pagination is different.
24 A. Thank you.
25 Q. You'll see there's an internal pagination, and then just

16

1 below that there is a 35.
 2 A. Thank you.
 3 Q. The base number is what we go by.
 4 If I might ask the Opus operator to amplify
 5 paragraph 6.1 to start off with.
 6 Just to clarify for you, Mr Anderson, there were
 7 variations to this agreement and a new MMA thereafter,
 8 but clause 6 remained the same.
 9 Now, 6.1 says:
 10 "The BWTMO agrees to enter into contracts for agreed
 11 Major Works and supervise such works if the Council has
 12 included a sufficient amount within the Allowances for
 13 the BWTMO to carry out such works."
 14 First of all, did you read clause 6.1 before the
 15 detail of the projects -- that's KALC and Grenfell --
 16 were submitted to the TMO's operations committee?
 17 A. I wouldn't have read it in specific relation to
 18 Grenfell Tower, but I did read it prior to that.
 19 Q. As the person responsible for strategic planning and
 20 delivery, did you know that the TMO could enter into
 21 major works contracts and supervise those works?
 22 A. Yes.
 23 Q. Were you directly in charge of supervising major works
 24 carried out by the TMO?
 25 A. No.

17

1 Q. Who was?
 2 A. That would have been members of my team.
 3 Q. When you say that, do you mean subordinate members of
 4 your team?
 5 A. Yes.
 6 Q. And you were responsible for monitoring them,
 7 presumably?
 8 A. I was responsible for monitoring them and, through them,
 9 they were responsible for monitoring any appointed
 10 consultants, et cetera.
 11 Q. And you were responsible and accountable to whom
 12 directly?
 13 A. I understand that the reporting structure was through
 14 Sacha Jevans, but in practice I predominantly reported
 15 through to the executive team.
 16 Q. Now, did the obligation to supervise include making sure
 17 that those selected to carry out major works were
 18 suitably qualified and competent?
 19 A. Sorry, could you repeat that?
 20 Q. Of course.
 21 Did the obligation to supervise include making sure
 22 that those selected to carry out major works were
 23 suitably qualified?
 24 A. Yes.
 25 Q. Did the obligation to supervise include making sure that

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1 major works were carried out competently, safely and
 2 successfully?
 3 A. Yes.
 4 Q. Now, in respect of major works, how did you or the TMO
 5 satisfy itself that those it had instructed were
 6 qualified and competent for the jobs they were asked to
 7 fulfil?
 8 A. That would vary, so it would very much depend on the
 9 nature of the project that was at hand. It would also
 10 vary in terms of the individuals which I or my heads of
 11 service allocated to a particular project, and it would
 12 also very much depend upon which consultants, external
 13 consultants, we'd engaged on a particular project as
 14 well.
 15 Q. Would it be fair to assume that the larger and more
 16 complex the project, the greater degree of scrutiny that
 17 would be brought to bear to ensure that contractors were
 18 competent?
 19 A. I think we may have gone to a broader degree of
 20 interrogation. However, I think that smaller projects
 21 can carry the same weight of risk as a larger project.
 22 Q. Well, we'll come on to consider the broader degree of
 23 interrogation later.
 24 Could I look at this stage at how the relationship
 25 between the TMO and RBKC in relation to Grenfell Tower

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1 was intended to work in practice, and for this purpose
 2 could we look, please, at the Hidden Homes meeting
 3 minutes from 13 March 2012, and these can be found at
 4 {TMO10001122}.
 5 Just to double check, you're there listed as
 6 number 3 on the list of attendants. Grenfell is
 7 discussed at page 5 {TMO10001122/5}, and if we might
 8 amplify paragraph 5.5, which states this:
 9 "MA [so yourself] is reviewing how the works between
 10 KALC and Grenfell are divided in cost, and how to take
 11 the respective elements toward. It has been agreed that
 12 Peter Wright will have an overview of both projects,
 13 though his main focus will be KALC. The TMO will
 14 provide an assistant PM [project manager] with primary
 15 responsibility for Grenfell."
 16 First of all, was the Hidden Homes forum where you
 17 kept RBKC apprised of what was going on with Grenfell?
 18 A. It was one for a.
 19 Q. What were the other fora?
 20 A. There was an SRO KALC meeting which was chaired by
 21 Laura Johnson, there were quarterly financial review
 22 meetings, and then there were various other interested
 23 or stakeholder meetings, I'd say.
 24 Q. What does "various interested stakeholder meetings" mean
 25 in practice? Would it be, say, for example, bilaterals

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1 between you and Laura Johnson?
 2 A. That would have been one avenue. In some of them the
 3 portfolio holder would have been there as well.
 4 Q. Was the intention that Peter Wright would have
 5 an overview function and report back to RBKC?
 6 A. That was the original intention, but it was a dual role
 7 of reporting back to RBKC and to KCTMO.
 8 Q. Was Peter Wright discharging an overview function
 9 because TMO were supervising the works for RBKC, was
 10 that the rationale?
 11 A. I wouldn't say it was because we were supervising, it
 12 was because we were delivering or we'd been asked to
 13 deliver a regeneration project which was in close
 14 proximity to KALC.
 15 Q. And you had been asked to deliver by RBKC; is that fair?
 16 A. Yes.
 17 Q. In that sense, was RBKC the client?
 18 A. That would be my reading, yes.
 19 Q. Thank you.
 20 Now, there was the reference in paragraph 5.5 of the
 21 minutes to providing an assistant project manager.
 22 Assistant to whom?
 23 A. That would have been an assistant to Peter Wright.
 24 Q. Now, in your view, the structure of Hidden Homes and the
 25 other fora you have identified, do you think it was

21

1 effective in allowing you to keep RBKC fully informed of
 2 progress on the Grenfell project?
 3 A. Yes, it evolved over time, and my understanding, and
 4 certainly the feedback from my experience of the
 5 meetings that I attended, was that RBKC felt informed.
 6 Q. Can we look next at an email chain sent in July 2012
 7 arising out of a complaint by Tunde Awoderu. Now,
 8 Mr Awoderu's email begins at {RBK00045643/5}.
 9 Oli, if you wouldn't mind scrolling down so that
 10 Mr Anderson can acquaint himself with the originating
 11 complaint.
 12 I'll just let you familiarise yourself with that,
 13 Mr Anderson.
 14 A. And this is from Tunde Awoderu?
 15 Q. Yes, in July 2012.
 16 A. Thank you.
 17 (Pause)
 18 Thank you.
 19 Q. Now, if we could scroll up to page 4 {RBK00045643/4}, to
 20 an email that Jane Tretheway sent to you and others at
 21 the TMO on 16 July.
 22 First of all, can you help us, who was
 23 Jane Tretheway? She worked at RBKC, but can you help us
 24 as to what her particular role was?
 25 A. She was one of the managers within the housing

22

1 department and reported to Laura Johnson, who was the
 2 director of housing.
 3 Q. Now, in that email, Ms Tretheway seeks an understanding
 4 of TMO's communication strategy for Grenfell residents.
 5 You respond on the same day, and if we could go up to
 6 page 3 {RBK00045643/3}, there you set out the various
 7 strands of the communication strategy.
 8 Now if we can move up to the bottom of page 1
 9 {RBK00045643/1} to an email sent by Ms Tretheway on
 10 17 July at 13.07.
 11 Now, I doubt you would have seen this before,
 12 Mr Anderson, so might I ask you just to read it and then
 13 I can ask you some questions about it.
 14 A. Certainly.
 15 (Pause)
 16 Okay.
 17 Q. Now, looking at that email, was there an issue insofar
 18 as you were concerned with keeping RBKC informed of
 19 Grenfell updates?
 20 A. I'm not aware of one.
 21 Q. Can you explain why you had not provided an update to
 22 Jane Tretheway?
 23 A. Jane Tretheway wasn't a named point of contact prior to
 24 that time.
 25 Q. Who was?

23

1 A. Laura Johnson.
 2 Q. Do you accept her view that the TMO then believed that
 3 RBKC should take it "on trust that they will do a good
 4 job, and not be questioning them in this kind of
 5 detail"?
 6 A. I don't recognise that comment. It was never made to
 7 me. I'm not aware of it having been made known to any
 8 of the executive team either. Certainly at that
 9 particular point in time there was a communication and
 10 engagement strategy in place, and it had been agreed
 11 with RBKC.
 12 Q. When you say agreed with RBKC, do you mean agreed with
 13 Laura Johnson?
 14 A. Yes.
 15 Q. Staying with this email chain, can I ask the
 16 Opus operator to take us to the top email, which is from
 17 Amanda Johnson back to Jane Tretheway, and it's an email
 18 of 17 July at 14.24.
 19 Again, you would not have seen this, I think, so
 20 I will let you read it before I ask you questions.
 21 (Pause)
 22 A. Okay.
 23 Q. Now, you see in the third paragraph of that email
 24 Amanda Johnson says:
 25 "I have also spoken to Celia [Caliskan] and we do

24

1 not think the MMA covers this type of project
2 sufficiently ."

3 First of all , were you aware of that concern
4 regarding the scope of the MMA at the time, admittedly
5 broadly expressed here?

6 A. No, I wasn't.

7 Q. Do you have any idea as to why RBKC might have thought
8 the MMA wasn't sufficiently engaged with the Grenfell
9 project?

10 A. No, I don't.

11 Q. Flowing from those questions, just for the avoidance of
12 doubt, it would seem fair to say that this concern was
13 not raised with you expressly or otherwise.

14 A. Not this particular one, no.

15 Q. Can you remember being asked by anyone on the executive
16 team at the TMO about issues regarding the scope of the
17 MMA insofar as it applied to Grenfell?

18 A. No, I don't.

19 Q. Now, Amanda Johnson went on to say that:

20 "Given the ongoing concerns should we start to treat
21 them [ie the TMO] as we would an external contractor in
22 relation to any major capital programme where we are
23 providing the funding ..."

24 Now, after July 2012, so after this chain of
25 correspondence, did you notice RBKC exerting its rights

25

1 as client more robustly?

2 A. No, I don't recall that.

3 Q. Do you remember anyone on the executive team mentioning
4 anything along the lines of RBKC taking a more robust --

5 A. No.

6 Q. -- stance?

7 A. No.

8 Q. Can I now move away from this email chain and can we
9 turn to minutes of the TMO's executive team meeting in
10 September 2012. They can be found at {TMO00848729/2},
11 and if we can turn to paragraph 1.12, it says there in
12 relation to Grenfell :

13 "Project to be monitored by the Programme Board, and
14 governance arrangements to be considered at the meeting
15 on 20 September."

16 First of all , who were the members of the programme
17 board at this stage?

18 A. My recollection at that time, I was a member of the
19 programme board, and the executive team members were as
20 well.

21 Q. Now, in relation to Grenfell , what were the programme
22 board's role and responsibilities ?

23 A. In terms of the programme board, it was receiving
24 progress reports on the Grenfell Tower regeneration
25 project.

26

1 Q. To what extent did the board influence decision-making
2 in relation to Grenfell?

3 A. The programme board didn't have decision-making powers
4 at that point, that's why there's a reference there to
5 the governance arrangements, and the governance
6 arrangements were subsequently submitted to the board,
7 the KCTMO board.

8 Q. Thank you.

9 If we look at the programme board minutes for
10 18 October 2012, and they're at {TMO00848758}, we see
11 that you're first of all listed as number 2 on the list
12 of attendees. If we could turn to page 8
13 {TMO00848758/8} of this document, which is the last
14 page, Grenfell was discussed. The last paragraph under
15 that heading states this :

16 "Yvonne Birch had attended a consultation meeting on
17 17 October when queries had been raised by RBKC.
18 However, Laura Johnson would be getting the project
19 programme and associated documents as SRO (senior
20 responsible officer), and the project would also
21 continue to go to Programme Board."

22 First of all , can you help us, what was
23 Yvonne Birch's role?

24 A. She was one of the executive directors , and I believe
25 her scope was performance and policy.

27

1 Q. Did Yvonne Birch report back to you following that
2 meeting?

3 A. Sorry, did she report back to me personally?

4 Q. Can you help us --

5 SIR MARTIN MOORE-BICK: No, no, sorry, Mr Anderson was
6 asking you to confirm whether you were asking if she
7 reported back --

8 MR KINNIER: Yes, reporting back to you personally. Sorry.

9 A. Not me personally, but she did it through programme
10 board and -- certainly through programme board.

11 Q. Can you help us, what was the role and function of the
12 SRO?

13 A. That's the senior responsible officer , so that was
14 Laura Johnson. She was the senior responsible officer
15 for the Kensington Academy and Leisure Centre project,
16 otherwise known as KALC.

17 Q. Did the SRO have decision-making power regarding the
18 project?

19 A. Regarding which project?

20 Q. Grenfell .

21 A. Beyond the fact that RBKC were the funder of that
22 project , no.

23 Q. Would Laura Johnson, in her capacity as the SRO, be
24 given the same information as the TMO's programme board?

25 A. Yes.

28

1 Q. Do you know why Laura Johnson held the role of SRO? Was
2 it because of her position at RBKC?

3 A. I don't know why she'd been appointed as SRO for KALC.

4 Q. Could we now turn to the role in relation to the
5 Grenfell Tower refurbishment itself, and could I ask you
6 to turn to paragraph 20 of your first witness statement,
7 which is at {TMO10048968/4}.

8 Now, there you describe your involvement in the
9 early stage of the refurbishment project thus:

10 "I was involved in the very stages of the planning
11 of the refurbishment, from the introduction of the
12 project in January 2012 through to my departure from the
13 TMO in January 2013. This may be summarised as RIBA
14 Work Stages A to D of the RIBA Outline Plan of Work 2007
15 as amended November 2008."

16 Now, the first point that arises is from earlier
17 evidence. Is it right to say that your involvement
18 started in January 2012?

19 A. My understanding of the project was that that was when
20 the refurbishment project started proper. There had
21 been discussions late part of 2011 about the housing
22 assets more broadly, and also what might be done on the
23 Lancaster West Estate, which included Grenfell Tower.

24 Q. I'm sorry, we're looking at your involvement in it, and
25 given that you started, as I understood your evidence,

29

1 in March 2012 ...

2 A. 21 March 2011.

3 Q. 2011, I'm so sorry, apologies, I was mixing my years
4 there.

5 Now, you refer to involvement covering RIBA stages A
6 to D, A being appraisal, B design brief, C concept and D
7 design development.

8 Were you the person within the TMO who was
9 responsible for ensuring that each of those stages was
10 satisfactorily achieved?

11 A. I was responsible for ensuring that the pre-construction
12 professional team delivered each of those stages and
13 making those recommendations to programme board,
14 operations committee, and ultimately board.

15 Q. Now, at paragraph 21 you summarised your involvement in
16 the project as follows:

17 "My primary involvement in the Grenfell Tower
18 refurbishment project was seeking the necessary
19 approvals from the RBKC, securing the funding,
20 consultant team appointment and management, community
21 and resident communication and engagement, integration
22 of the proposals with the KALC project, developing the
23 planning application and securing planning permission
24 and obtaining the TMO Board approvals required to
25 commence the project. In those early stages I attended

30

1 consultant team project meetings, programme board
2 meetings, design team meetings, evening meetings with
3 community groups and residents, the RBKC KALC project
4 meetings, the RBKC finance team meetings and meetings
5 with the RBKC Cabinet members regarding funding
6 requirements."

7 Now, during your time at the TMO, is it correct that
8 you had close involvement with each of the seven listed
9 elements of the early planning stage of the
10 refurbishment project?

11 A. Yes, I had oversight of those.

12 Q. What had been your specific role in relation to the KALC
13 project?

14 A. It was peripheral and it was more to do with the
15 interface between the KALC project and Lancaster West
16 Estate, or more particularly Grenfell Tower, and how one
17 would impact upon the other.

18 Q. Now, were you asked whether you had the qualifications
19 and experience to fulfil the role in relation to the
20 Grenfell project before your involvement started?

21 A. Asked by whom?

22 Q. Robert Black, Sacha Jevans?

23 A. Yes, we had a discussion -- the executive team and
24 myself had a discussion around Grenfell Tower, my
25 capacity, my experience, competency, et cetera.

31

1 Q. Were you satisfied that you had the relevant
2 qualifications and experience to manage a large
3 refurbishment project of a high-rise building with
4 residents in situ?

5 A. With appropriate support, yes.

6 Q. Had you managed a similar project before?

7 A. I had.

8 Q. How many times?

9 A. I don't recall.

10 Q. More than once?

11 A. Yes. Sorry, I'm just thinking.

12 Q. Sorry.

13 A. Four, five times. High-rise, that is.

14 Q. When you were having the conversations with Sacha Jevans
15 and Robert Black, did either or both of them raise any
16 concerns about your experience or qualifications to
17 manage the project at all?

18 A. No, nor did RBKC.

19 Q. Did anyone at TMO ask you how you would manage your
20 responsibilities on the Grenfell project whilst
21 maintaining your role across the TMO's housing stock?

22 A. That was part of the discussion we had at executive team
23 and subsequently at programme board, was about what
24 resources were actually required, and that subsequently
25 led on to securing a project manager, an internal

32

1 project manager, client side.
 2 Q. At the time, did you yourself have any concerns about
 3 balancing the two aspects of your job?
 4 A. There were occasions where it was a juggling act, and
 5 that was what prompted that conversation.
 6 Q. It's always a difficult question to answer, and
 7 I apologise in advance for asking it, but are you able
 8 to give the panel an idea, rough and ready percentage
 9 terms, of how much of your time was devoted to Grenfell
 10 and how much time was devoted to other aspects of your
 11 job?
 12 A. No, I'm not able to extract that. I can't recall
 13 specifics to that level of detail. We are talking
 14 eight/ten years ago. All I can say is there was a point
 15 at which I -- I'd established for myself that the amount
 16 of time required on Grenfell was increasing, and I could
 17 see that there would come a point where I couldn't
 18 service that.
 19 Q. Now, in relation to that, could we turn to paragraph 33
 20 of your witness statement, your first one, which is at
 21 page 8 {TMO10048968/8}. You state there that on
 22 18 April 2012, at a joint management team meeting with
 23 RBKC, it was decided that a project manager would be
 24 appointed for the Grenfell Tower project in order to
 25 free up some of your time, and you refer to the minutes

33

1 of the meeting, and they can be found at {TMO10001160}.
 2 (Pause)
 3 If we can't get them, don't worry.
 4 Until this point, is it fair to say that you had --
 5 there we go.
 6 Do you remember this meeting?
 7 A. I don't remember it specifically. I do recall having
 8 attended joint management team meetings.
 9 Q. Until that point, is it fair to say that you had primary
 10 responsibility within the TMO for the day-to-day
 11 planning and oversight of the Grenfell project?
 12 A. Yes.
 13 Q. Now, Mr Dunkerton was retained as the project manager
 14 within your team; is that right?
 15 A. That's correct.
 16 Q. Yesterday, he described his role during your time as
 17 essentially administrative. Would you agree with that
 18 characterisation?
 19 A. That's not how I would have described his role, or the
 20 duties that he carried out.
 21 Q. Can you help us, what would you describe his role and
 22 duties as?
 23 A. He was effectively performing the duties of
 24 a client-side project manager. So there was a --
 25 I believe we've described them as a pre-construction

34

1 professional team, which comprised external consultants
 2 working on the project. They would have information
 3 requests. It was for Paul in his role to ensure that
 4 those information requests were met as best as possible.
 5 It was also to ensure that they held regular
 6 progress meetings, they adhered to the programme, and to
 7 update that project team in relation to our requirements
 8 around the outputs that were expected.
 9 Q. Did he have any decision-making responsibilities in
 10 relation to the budget?
 11 A. No.
 12 Q. Did he have any responsibilities for maintaining that
 13 the project was on time?
 14 A. Yes.
 15 Q. And those responsibilities would be reporting back on
 16 progress --
 17 A. Yes.
 18 Q. -- as a baseline? Anything beyond that reporting
 19 function?
 20 A. Relaying to the pre-construction professional team what
 21 the -- any changes to the timeline or to the programme
 22 requirements.
 23 Q. So, again, that has the impression of a reporting
 24 function as well; is that fair?
 25 A. Yes, monitoring and reporting predominantly at this

35

1 point in time.
 2 Q. What decision-making responsibilities would you say that
 3 Mr Dunkerton had? You have said he didn't have any in
 4 relation to budget, but what decision-making
 5 responsibilities would he have?
 6 A. I would have -- I would expect a project manager, and
 7 more particularly Paul Dunkerton, to have
 8 decision-making responsibilities within headline
 9 parameters that he and I had agreed.
 10 Q. What were those headline parameters?
 11 A. So, for example, it would be finalising the terms of
 12 engagement of the pre-construction professional team,
 13 agreeing the detail of the programme of delivery and the
 14 key stages within it against a headline programme.
 15 Q. Would he have responsibility, for example, for agreeing
 16 fee arrangements for contractors?
 17 A. No.
 18 Q. He also indicated in evidence yesterday that he would
 19 attend meetings when you were not able to do so. Is
 20 that accurate?
 21 A. That's correct.
 22 Q. Yes.
 23 A. Mr Kinnier, may I just go back to your previous
 24 question?
 25 Q. Of course.

36

1 A. In terms of -- you asked about contractors, fee
2 arrangements for contractors. What do you mean by
3 contractors?
4 Q. Well, take, for example, Studio E.
5 A. Right. The only reason I asked that -- to me, they're
6 a consultant, and a contractor is a constructor of a --
7 Q. Well, would he have any decision-making in relation to
8 finalising fee arrangements for consultants?
9 A. Yes.
10 Q. What would those responsibilities be, Mr Anderson?
11 A. So those responsibilities would be a delegation of
12 finalising the fee arrangement within -- so,
13 for example, let's say that Studio E were to say,
14 "Right, our fee is 5% of an £8 million construction
15 cost". I would take -- I would review the 5%. If it
16 was agreeable and I had that approved internally,
17 I would then leave it with Paul to finalise the detail
18 around that.
19 Q. So you'd review and approve the substantive arrangement;
20 what detail would be outstanding for Mr Dunkerton to
21 finalise?
22 A. So the 5% has been agreed, for example. For the project
23 manager it would have been what percentage is paid at
24 what phases of -- so what would be paid at the end of
25 stage A, stage B, stage C, stage D.

37

1 Q. So the subordinate details from the --
2 A. Yes.
3 Q. Would he put proposed subordinate details back to you
4 for approval before they were agreed?
5 A. He may do, yes.
6 Q. Well, did he?
7 A. I do believe he did at certain stages, yes. I do recall
8 that he did at certain stages.
9 Q. So the impression is that you had the ultimate say on
10 the substance of, for example, fee arrangements?
11 A. Certainly in terms of the -- what the quantum was.
12 I think in terms of the subordinate detail, as you put
13 it, it was more a case of him keeping me informed. If
14 he had concerns about those, then obviously he would
15 raise those with me and discuss them.
16 Q. Did Mr Dunkerton report to you or to Mr Gibson?
17 A. My understanding is Mr Gibson was subsequent to my
18 departure. Paul Dunkerton reported to me in respect of
19 the Grenfell Tower project.
20 Q. From your perspective, how much of Mr Dunkerton's time
21 was spent on Grenfell?
22 A. Paul was working on Grenfell Tower, he was working on
23 some Hidden Homes projects, Greaves, Holmefield, and he
24 was also assisting the KCTMO health and safety team with
25 finalising the fire door replacement programme.

38

1 I would say that initially he -- so in
2 February/March 2012 he probably started off with about
3 10 to 15% of his time, and that would have increased
4 over time through to October/November of perhaps 60, 70%
5 of his time.
6 Q. Now, given you're able to estimate Mr Dunkerton's time,
7 albeit on a crude percentage basis, having gone through
8 that, are you able to assist us with an estimate of how
9 much of your time you spent on Grenfell, going back to
10 a question I asked earlier on?
11 A. No, I'm not, because -- and the reason for that, with
12 Paul it's much simpler, he had some very specific
13 discrete projects; for me, I had a much broader remit
14 across KCTMO.
15 Q. Could I go back to your first statement,
16 {TMO10048968/5}. You say at paragraph 22 that
17 Mr Dunkerton's involvement was to be reviewed by
18 Mr Maddison in advance of a contractor being appointed
19 to carry out the refurbishment work.
20 Why was that review due to take place, can you
21 remember?
22 A. The initial intent with the Grenfell Tower regeneration
23 project was to deliver stages -- that's the RIBA Outline
24 Plan of Work -- work stages A through to D, possibly E,
25 and the role of project manager had been engaged to

39

1 support that process.
2 The issue about Peter Maddison reviewing Paul's role
3 or even that project management role was simply a fact
4 that it was expected to stop at stage D/E, and it was:
5 what would the requirements be beyond that?
6 Q. Okay.
7 Now, I think it's fair to say, although you had some
8 administrative support from Mr Dunkerton, is it fair to
9 say that you remained primarily responsible within the
10 TMO for setting up and managing the refurb project
11 during your time at the TMO?
12 A. I certainly set out the strategy for it. I dealt with
13 the stakeholders, primarily RBKC, but also with the
14 resident groups, there were a number of those, and
15 ensuring that internally we were keeping the
16 pre-construction professional team to account in terms
17 of the targets and the outputs.
18 Q. And obviously say-so over consultant contractors' fees
19 and those matters?
20 A. I would recommend those to programme board, operations
21 committee and the board ultimately.
22 Q. Mr Dunkerton said at paragraph 12 of his first witness
23 statement {TMO00000885/2} -- and we can go to it if
24 needs be -- that "the early stages of the project were
25 managed" by you. That's a fair summary, would you

40

1 agree?

2 A. I think that is, because Paul wasn't engaged until after

3 we'd -- we'd probably got to the end of stage A,

4 possibly into stage B.

5 Q. Taking a step back now, do you think you had sufficient

6 administrative and other support and resources from the

7 TMO to perform your role in relation to the Grenfell

8 project?

9 A. Yes, I do.

10 Q. Now, we're moving on to a separate topic now, which is

11 the decision to refurbish the tower itself.

12 Now, if we can go to paragraph 16 of your first

13 witness statement {TMO10048968/3}, you state that

14 Grenfell was among the properties identified as having

15 significant investment needs, and that, because of the

16 tensions created by KALC, it was felt fair to regenerate

17 Lancaster West, starting with Grenfell Tower.

18 Would it be fair to say that, had it not been for

19 the KALC project, the decision may not have been taken

20 to refurbish Grenfell Tower at this time?

21 A. I can't say whether that was an influencer for RBKC. It

22 certainly wasn't an influencer for KCTMO. In the latter

23 part of 2011 we'd carried out an assessment of asset

24 investment requirements, and Lancaster West Estate, in

25 actual fact, was the estate that came out number 1 as

41

1 highest investment requirement, and on that estate

2 Grenfell Tower was the higher amongst the four built

3 assets on the estate.

4 Q. Would TMO have decided at this stage to have overlaid

5 Grenfell if KALC had not happened, to ask you a more

6 specific question?

7 A. I don't know. I mean, the issue about overcladding

8 Grenfell Tower came about through dialogue with

9 residents about their experience of living within the

10 tower, and one of the points they were very keen to make

11 was that the thermal efficiency was extremely poor.

12 Q. Okay.

13 Could we now turn to {TMO10000940/4}. Now, this is

14 an email chain that begins on 24 October 2011. It

15 started with an email from Jane Tretheway to you and

16 others at the TMO, which is at the bottom of that page.

17 Might I ask you to read that email of 24 October

18 sent at 11.42.

19 A. I don't have the full email on my screen.

20 Q. Well, if you shout once you have reached the end, then

21 the Opus operator will scroll down for you to see it

22 all.

23 A. Yes. Thank you.

24 (Pause)

25 Okay.

42

1 Q. Now, you will see that Jane Tretheway requested

2 a meeting to discuss, amongst other matters, the wider

3 upgrade of Grenfell; would you agree?

4 A. Yes, but perhaps not in the context of the resulting

5 project.

6 Q. Okay. If we can scroll up to page 1 {TMO10000940/1} of

7 this chain, in the email of 24 October 2011 sent at

8 16.51 we see that a meeting was set up for

9 1 November 2011.

10 Do you remember that meeting?

11 A. I recall having a meeting. I couldn't recall which date

12 it was.

13 Q. Okay.

14 Could we now go to {TMO10000965/3}, which is

15 an email to you from Jane Tretheway, forwarding an email

16 which sets out a summary of the discussion she says you

17 had the day before. The first bullet point states, and

18 if we can go to page 4 {TMO10000965/4}:

19 "Mark would like to meet with Peter and the

20 architects to get an understanding of the way that their

21 proposals would link to Grenfell ..."

22 What did you understand at that time was being

23 proposed?

24 A. At that time the concern, as I understand it, from both

25 Studio E and RBKC was in relation to the external

43

1 environment arrangements. So it was effectively that

2 bit about how KALC abutted Grenfell Tower, and I believe

3 there was an earlier reference in this string to the

4 play area, the outside area.

5 Q. When you say "external environment", did that include

6 cladding or not?

7 A. No.

8 Q. Now, the third bullet point of that email says this:

9 "The TMO is also keen to investigate the opportunity

10 to clad Grenfell Tower and replace its windows, and will

11 seek to cost this out with a view to investing EPG funds

12 here. This will have the advantage of addressing the

13 investment needs of one of its worst property assets,

14 and prevent it looking like a poor cousin to the brand

15 new facility being developed next door. There may be an

16 option to have a cladding design that links to the

17 design of the Academy, so that the visual appearance of

18 the area is significantly improved."

19 First of all, can you help us, EPG stands for ...?

20 A. Elm Park Gardens.

21 Q. Thank you.

22 Who first suggested cladding Grenfell, can you

23 remember?

24 A. We didn't talk about cladding in the context of what was

25 actually done. It was about improving thermal

44

1 efficiency , potentially . I note that she has described
 2 that as clad . That wasn't a term I used.
 3 Q. What term did you use?
 4 A. I believe we -- the discussion that we had, or my
 5 recollection of the discussion we had, was in relation
 6 to improving the thermal efficiency of the building.
 7 Q. What options would there have been in addition to
 8 cladding for improving the thermal efficiency of the
 9 building in your view?
 10 A. There are essentially two options: one is to do
 11 something with the exterior façade, the other one is to
 12 do something internally within residents' homes.
 13 Q. At that stage, did you have a preference or
 14 a provisional views as to which option was practicable
 15 or preferable?
 16 A. No, and that's why I say that cladding wasn't something
 17 that I'd referred to in our conversation.
 18 Q. Can you help us, who considered that, if Grenfell
 19 weren't refurbished, it would be the poor cousin to
 20 KALC?
 21 A. I've heard that reference a number of times -- I don't
 22 mean through the Inquiry, I mean prior to this -- and
 23 they predominantly came from either the Studio E team or
 24 from RBKC itself .
 25 Q. You say from within the Studio E team; can you help us,

45

1 who in particular made that point?
 2 A. I remember that on my first meeting with Andrzej Kuszell
 3 he made reference to something along those lines .
 4 I can't remember the specific words he used.
 5 Q. And at RBKC?
 6 A. I don't recall who it was at RBKC that said it .
 7 Q. Can you remember who suggested the option of a cladding
 8 design to enhance the visual appearance of the area?
 9 A. That was something that was subsequently developed.
 10 But, as I said, at this particular point in time, it
 11 wasn't something that I or KCTMO had put forward.
 12 Q. Did RBKC suggest Grenfell should be overclad to prevent
 13 it being an eyesore for KALC next door?
 14 A. I don't recall that.
 15 Q. Can we go next to {RBK00002335}, which is an email from
 16 you to Laura Johnson sent on 12 December 2011. I'll
 17 just let you re-read that and refresh your memory,
 18 Mr Anderson.
 19 (Pause)
 20 A. Okay.
 21 Q. You appear to have obtained indicative costings from
 22 Hunters for that purpose. Is that a correct assumption
 23 to make?
 24 A. Correct.
 25 Q. Can you remember, what brief did you give them?

46

1 A. I didn't give them a written brief; I actually met with
 2 them and explained to them that I was looking for some
 3 indicative costings . We talked through the situation ,
 4 they put forward a number of scenarios, there was no
 5 firm decision around it , but what was required by RBKC
 6 was an indicative budget cost for the overall scope of
 7 a project .
 8 Q. So by 12 December 2011, the position regarding cladding
 9 as the means of ensuring improved thermal efficiency
 10 seems to have firmed up, to use an inelegant phrase. Is
 11 that a fair summary?
 12 A. I wouldn't say firmed up, but yes, it was the first real
 13 mention from the KCTMO to RBKC of cladding or
 14 rainscreen.
 15 Q. Looking at the assumptions in that email, Mr Anderson,
 16 can you help us, who formulated that list of
 17 assumptions?
 18 A. That came from Hunters.
 19 Q. On the basis of the information provided by you?
 20 A. On the basis of that discussion, yes.
 21 Q. And it would have been therefore you that suggested
 22 rainscreen cladding at least for this purpose?
 23 A. No.
 24 Q. Who suggested that?
 25 A. Hunters.

47

1 Q. Equally, was it Hunters who suggested that the
 2 rainscreen should incorporate an insulated panel or did
 3 that come from someone else?
 4 A. All of the assumptions that are in relation to the
 5 external façades, all the assumptions there, are
 6 literally transcribed straight from Hunters.
 7 Q. Okay.
 8 Did anyone at RBKC have any involvement in the
 9 substance of the brief that you verbally gave to Hunters
 10 for this purpose?
 11 A. My recollection is that -- and I can't recall when it
 12 was or whom it was with -- I'd had a conversation with
 13 RBKC, they had suggested having a discussion with
 14 Hunters, because Hunters had done some equivalent
 15 refurbishment work for Hammersmith and Fulham. On the
 16 back of that I arranged to meet with Hunters. We had
 17 a discussion, and this is what they came up with.
 18 Q. You said you had a discussion with RBKC; can you
 19 remember now with whom at RBKC?
 20 A. No, I don't.
 21 Q. Okay.
 22 Now, you report to the TMO operations committee on
 23 the proposals in January 2012. We will come to that
 24 meeting in a moment, but can we look at in the meantime
 25 minutes of the RBKC housing digest meeting that you

48

1 attended on 9 February 2012. That's at {RBK00033739/2}.
 2 I'll just let you re-familiarise yourself.
 3 (Pause)
 4 A. Can we scroll down, please?
 5 Q. We will be coming on to item 3 in the meantime, but
 6 first, can you help us, what was the purpose of the
 7 housing digest meeting, Mr Anderson?
 8 A. My understanding of the housing digest meeting was that
 9 it was an opportunity for RBKC to meet with KCTMO about
 10 key issues in relation to our delivery of their housing
 11 strategy and housing investment, and the meeting was the
 12 portfolio holder, which in this instance was
 13 Councillor Coleridge, and the director of housing, which
 14 was Laura Johnson.
 15 Q. Now, we see on page 2 there that Grenfell is discussed
 16 under item 3, under the heading "Elm Park Gardens
 17 Capital Receipt", and we will see at the bottom of
 18 page 2 a detailed discussion took place on Grenfell and
 19 the main points were minuted. The first minuted point
 20 is that the new windows and cladding should reflect or
 21 complement KALC.
 22 Was that a concern of Councillor Coleridge, ie that
 23 it should complement KALC?
 24 A. I wouldn't say it was a concern. It was a desire to
 25 make sure that whatever was done with Grenfell Tower

49

1 reflected well on the broader community.
 2 Q. Is it right to assume that, given that cladding is
 3 mentioned in the first point, by that stage, at least,
 4 a decision had been made that cladding was the route to
 5 achieve greater thermal efficiency?
 6 A. Yes. However, caveat, in this context "cladding"
 7 shouldn't be read as "rainscreen system".
 8 Q. How should it be read? Can you help us?
 9 A. There hadn't been a defined view about what that
 10 cladding would comprise. So, for example, at that stage
 11 there was still the prospect that it could be a rendered
 12 finish over a thermal insulation.
 13 Q. Thank you.
 14 Now, the fourth bullet point on this page
 15 {RBK00033739/3} says:
 16 "In respect of the estimated costs of the project of
 17 £5.5m, officers are planning to appoint Studio E to draw
 18 up a detailed design plan. This will provide
 19 economies-of-scale benefit and also ensure the works
 20 complement and reflect KALC."
 21 Now, that's the second reference we've seen to the
 22 need to complement and reflect KALC.
 23 Was that need the main or at least an important
 24 driver of the project as far as RBKC were concerned?
 25 A. There was certainly a genuine desire from RBKC's

50

1 perspective, one, to improve Lancaster West Estate and,
 2 more particularly, Grenfell Tower, but also to ensure
 3 that there was synergy between what was done to
 4 Grenfell Tower and the KALC project.
 5 Q. You talk there about synergy between the two projects;
 6 one project concerned a leisure centre, the other
 7 project concerned a high-rise residential building with
 8 residents in situ.
 9 What similarities were there that would allow
 10 a synergy to be beneficial?
 11 A. Just to clarify one point you made there, it was
 12 a school academy, a leisure centre and Grenfell Tower.
 13 Q. I was using shorthand, but you get the point, I think,
 14 Mr Anderson.
 15 A. Yes, and certainly I think, from the discussions at that
 16 particular point in time, my recollection was that:
 17 could we generate synergy through appointing the same
 18 consulting team, so the pre-construction professional
 19 team? Could we gain synergy through appointing the same
 20 contractor? Could we gain synergy by carrying out the
 21 projects in tandem? And potentially, as you were
 22 alluding to earlier, could we get synergy through having
 23 a similar aesthetic finish to both the academy, the
 24 leisure centre and Grenfell Tower?
 25 Q. Thank you.

51

1 Can you remember when the replacement of the smoke
 2 extraction system became part of the Grenfell
 3 refurbishment project? I'm sorry, it's a specific point
 4 of detail, but interesting to have your evidence on it.
 5 A. I can't remember when that specifically became
 6 a detailed topic within the refurbishment project, but
 7 it would have always featured there, because there was
 8 an existing system, and our proposals, or the ultimate
 9 proposals, would have touched on that at some point.
 10 Q. Would its replacement have been something that you would
 11 have reported back to RBKC?
 12 A. Er ...
 13 Q. Whether specifically or as part of general briefings?
 14 A. I don't think its replacement -- I wouldn't have
 15 expected any element of the Grenfell Tower refurbishment
 16 project to be reported back at that level of detail.
 17 For RBKC, the information that they appeared to be
 18 wanting at that time and throughout my involvement was
 19 much more high level, general.
 20 Q. Okay.
 21 Could we now turn to a separate document, which is
 22 at {SEA00003557}. Now, this is an agenda of a meeting
 23 held on 9 December 2011 at RBKC Town Hall with Studio E.
 24 Can you remember -- it's difficult with this passing
 25 of time -- attending that meeting?

52

1 A. I recall attending some initial preliminary meetings
 2 that were facilitated by Peter Wright of RBKC with
 3 Studio E. I thought they were much later on than this,
 4 as in later on in December.
 5 Q. Looking at item 2 and the second bullet point,
 6 "Cladding", was that something at the time that was
 7 being proposed by RBKC or someone else, and if so whom?
 8 A. My reading of this is that this appears to have picked
 9 up on the Hunters initial budget scoping, and
 10 transferred that into an agenda.
 11 MR KINNIER: Thank you, Mr Anderson.
 12 Sir, it's slightly earlier than I would --
 13 SIR MARTIN MOORE-BICK: Well, is that a convenient moment in
 14 terms of your line of questioning?
 15 MR KINNIER: It will be, because we are about to start the
 16 decision to jointly procure.
 17 SIR MARTIN MOORE-BICK: We'll take a break, then.
 18 Mr Anderson, we take a break during each session,
 19 and this is a convenient time to take one. So we're
 20 going to stop now and we will resume at 11.35, please.
 21 I must ask you while you're out of the room not to
 22 talk to anyone about your evidence or anything to do
 23 with it. All right?
 24 THE WITNESS: Thank you, Mr Chairman.
 25 SIR MARTIN MOORE-BICK: If you go with the usher now, she'll

53

1 look after you.
 2 THE WITNESS: Thank you.
 3 (Pause)
 4 SIR MARTIN MOORE-BICK: 11.35, then, please.
 5 MR KINNIER: Thank you, sir.
 6 SIR MARTIN MOORE-BICK: Thank you.
 7 (11.20 am)
 8 (A short break)
 9 (11.35 am)
 10 SIR MARTIN MOORE-BICK: Right, Mr Anderson, are you ready to
 11 continue?
 12 THE WITNESS: Yes, thank you.
 13 SIR MARTIN MOORE-BICK: Good, thank you.
 14 Yes, Mr Kinnier.
 15 MR KINNIER: Thank you, sir.
 16 Before you joined the TMO, what was your experience
 17 of the public procurement rules and procedures?
 18 A. I'd had fairly extensive exposure to requirements around
 19 public procurement rules.
 20 Q. So you're familiar with the concept of the thresholds?
 21 A. By the thresholds, do you mean the --
 22 Q. The financial thresholds, Mr Anderson.
 23 A. -- OJEU thresholds?
 24 Q. The financial thresholds prescribed at that time under
 25 the Public Contracts Regulations 2006.

54

1 A. Yes.
 2 Q. What are they in relation to public services contracts?
 3 Can you remember at the time what the threshold was?
 4 A. Depending on which category you're in, they're either --
 5 I recall they were around £99,000 or just below
 6 £174,000, and it was the latter that would apply in
 7 respect of a pre-construction professional team on
 8 Grenfell Tower.
 9 Q. Do you remember the threshold for public works
 10 contracts?
 11 A. It was ... I recall it was somewhere around £7 million.
 12 Q. What was your understanding of the function served by
 13 publication of a notice in the Official Journal of the
 14 European Union?
 15 A. It was essentially putting the market on notice that
 16 there was an open and competitive tender opportunity
 17 available to them.
 18 Q. Are you familiar with the general principles of
 19 procurement law?
 20 A. I like to think so.
 21 Q. Can you summarise for us what you think the principal
 22 obligations imposed on a contracting authority are?
 23 A. An open, fair, competitive process.
 24 Q. The obligation to act transparently?
 25 A. Yes.

55

1 Q. Equal treatment? Does that ring a bell?
 2 A. Equality, yes.
 3 Q. In your role as the interim director of asset investment
 4 and engineering at the TMO, and later as director of
 5 assets and regeneration, what experience did you have of
 6 public procurement rules and procedures other than
 7 Grenfell?
 8 A. There had been a number of procurement -- I was going to
 9 use the term "exercises", but they're not exercises,
 10 they're procurement actions that had been carried out
 11 whilst I'd been there.
 12 Q. All caught by the Public Contract Regulations or were
 13 they under the relevant financial threshold?
 14 A. Some were over, some were under.
 15 Q. Can you explain us to your role in the procurement of
 16 the Grenfell Tower refurbishment project?
 17 A. I'm not sure.
 18 Q. Were you responsible for ensuring that procurement rules
 19 and procedures had been complied with?
 20 A. That would have been one of the requirements, yes.
 21 Q. What was Paul Dunkerton's role in relation to the
 22 procurement process?
 23 A. He wasn't involved in the initial procurement exercise
 24 for the pre-construction professional team.
 25 Q. Was he involved in any later stage beyond that during

56

1 your time at the TMO?

2 A. He was involved in the -- as it was at the time, during

3 my engagement by KCTMO, in respect of Leadbitter.

4 I can't answer to what he was responsible for post --

5 Q. Of course.

6 A. -- 8 January 2013.

7 Q. Can you help us with a little bit more detail. You say

8 that he was involved during your engagement by KCTMO in

9 respect of Leadbitter; can you give us a bit more detail

10 as to what his involvement was, according to your

11 recollection?

12 A. He predominantly liaised with Appleyards, who were

13 the -- employed as the employer's agent, who oversaw the

14 commissioning of Leadbitter through what is known as the

15 IESE framework.

16 Q. Now, can we turn to paragraph 17 of your first witness

17 statement, which is at {TMO10048968/3}. You note there

18 that there were significant benefits to be achieved by

19 regenerating Grenfell Tower alongside the KALC project,

20 and you say this in the third line:

21 "Significant benefits of bringing the two projects

22 together was that there could be a sharing of

23 consultancy work, minimisation of any periods of

24 disruption to residents and the community and the

25 potential for greater efficiency through a combination

57

1 of the project scope and scale."

2 Now, first of all, what were the particular

3 efficiencies that you were thinking of?

4 A. We touched on those earlier on, but they were a shared

5 pre-construction professional team, a shared constructor

6 or contractor. It was potentially about a sharing of

7 components or elements across the academy, the leisure

8 centre and Grenfell Tower, and also the fact that the

9 parties involved were all working together, understood

10 the governance arrangements, et cetera, and that would

11 deliver, or potentially deliver, a timing efficiency as

12 well.

13 Q. You say there that it was potentially about a sharing of

14 components or elements across the academy, the leisure

15 centre and Grenfell Tower. What do you mean by that?

16 What components and elements are you referring to?

17 A. It could have been the heating systems, the energy

18 efficiency arrangements, it could have been down to

19 external façade treatments as well.

20 Q. You say could have been; was it?

21 A. At that particular stage, that hadn't been defined. The

22 detail hadn't been defined to that level.

23 Q. Was there also a drive for efficiency in relation to the

24 budget to be achieved by bringing the two projects

25 together?

58

1 A. My recollection -- and this is a general observation --

2 is that budget is always an imperative for any client,

3 but there wasn't an underlying imperative to drive down

4 the budget.

5 Q. Can you now look at {RBK00019012}. This is an email

6 from Penelope Tollitt, the head of policy and design in

7 the planning department at RBKC. The email is dated

8 10 January 2012. In its fourth paragraph it deals with

9 Grenfell and says this:

10 "The TMO are looking at how to engage Studio E to do

11 the work they are looking to do on the tower, which is

12 double glazing, cladding, and new heating, as well as

13 new housing units in the vacant lower floors, and

14 possibly a new floor on the top. They understand the

15 tie up with KALC."

16 My first question is this: when did TMO decide to

17 engage Studio E to do the work on Grenfell Tower?

18 A. My recollection is that we formally did that in

19 February 2012.

20 Q. Why did TMO want Studio E in particular to do the works

21 described?

22 A. There was very much a drive from RBKC that we should

23 optimise the use of the KALC team, which comprised

24 Studio E.

25 Q. Can you help us, how did that decision to engage

59

1 Studio E tie in with the procurement process generally?

2 A. So RBKC had expressed a strong desire that we make use

3 of the pre-construction professional team, which

4 comprised Studio E, Appleyards, Curtins, Max Fordham,

5 and a number of others, and the challenge then was to

6 look at: how could we engage them, could we legally

7 engage them, and what those options were.

8 For myself, I recall having conversations with

9 Peter Wright at RBKC, along with a discussion at one of

10 the SRO KALC meetings. That then led on to a meeting

11 between myself, Peter Wright and someone from RBKC

12 procurement and legal, at which they expressed a view

13 that KCTMO may rely upon the prior notice and

14 procurement exercise or action that RBKC had carried out

15 for KALC that resulted in the appointment of that

16 pre-construction professional team.

17 Q. Now, you say that there was a drive from RBKC to

18 optimise use of the KALC team; from whom did this drive

19 emanate?

20 A. My recollection is that that was across the board. It

21 ranged from the portfolio holder through to all of the

22 officers that I had dealings with.

23 Q. Was the drive expressed in the imperative, ie they were

24 directing you to do it, or did you have any say, choice

25 or discretion in the matter?

60

1 A. RBKC never specifically said, "You must". My
2 interpretation of the direction that I was receiving was
3 that we -- KCTMO, that is -- would have been challenged
4 had we not done it.

5 Q. Thank you.

6 Now, can we --

7 SIR MARTIN MOORE-BICK: Sorry, can you just explain a little
8 bit more what you mean? KCTMO was going to engage these
9 consultants; that's right, isn't it?

10 A. Correct.

11 SIR MARTIN MOORE-BICK: And it may or may not have had its
12 own view as to who would make the best appointee or whom
13 it would like to choose appointees from.

14 Now, how did that fit in with the message you were
15 getting from RBKC?

16 A. Certainly, Mr Chairman. As I said, RBKC never said,
17 "You must do this", but the -- there was a very strong
18 message that that was their desire. At that particular
19 point in time, it was very much about, you know, will we
20 be below those thresholds, could we rely upon their
21 prior procurement exercise, which was an OJEU-compliant
22 process.

23 SIR MARTIN MOORE-BICK: Forgive me for interrupting you, but
24 isn't the first question: do we actually want to
25 instruct these professionals or do we need to look

61

1 around and find other people, or at least consider other
2 people?

3 A. Again, Mr Chairman, thank you. I think that at that
4 stage there was nothing to indicate we wouldn't want to
5 use them, and I'm sure Mr Kinnier will come on to it,
6 but there was a process which I went through to satisfy
7 myself and both KCTMO that the pre-construction
8 professional team were appropriately suited to a project
9 of that nature, and because of the time imperative,
10 those two processes were run in tandem from January
11 through until about March, possibly even into April of
12 2012.

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

15 Yes, Mr Kinnier.

16 MR KINNIER: Thank you, sir.

17 Flowing on from that, what steps did you take to
18 satisfy yourself that Studio E had the requisite
19 expertise and experience to carry out the work on
20 Grenfell?

21 A. So my initial approach there was to go back to RBKC and
22 to look at the procurement that they had carried out in
23 relation to KALC, so this was where not only Studio E
24 but the reminder of the pre-construction professional
25 team came from. RBKC had carried out an OJEU-compliant

62

1 process, or at least that was my understanding of it.
2 Through that process, they'd conducted a fairly rigorous
3 assessment and interview process. It had happened in --
4 from recollection, it was in the summer of 2011 that
5 that had been carried out. So I'd reviewed that.

6 I engaged with RBKC's legal and procurement
7 advisers, which was a matter that KCTMO had
8 a long-standing arrangement with RBKC over. In addition
9 to that, I'd had Peter Wright organise a meeting between
10 myself and the principal designer, which was Studio E,
11 or was intended to be Studio E. That was with
12 Andrzej Kuszell.

13 There was then a subsequent meeting at one of the
14 SRO KALC project meetings where, prior to the meeting,
15 we effectively had a question and answer session with
16 them -- or, I should say, with Andrzej Kuszell.

17 In addition to that, I'd asked that we did some
18 research of Studio E, along with the other
19 pre-construction professional team members, as to their
20 standing in their sector, their experience, their
21 competency, client base, all of those types of things.

22 Ultimately we got to the position of -- I made
23 a recommendation internally, so internally KCTMO, that
24 I saw no reason for us not to engage Studio E. At that
25 point in time, we were very much looking at Studio E

63

1 being engaged, along with the other pre-construction
2 professional team, to undertake stages A, B, C, D for
3 definite, potentially going into E --

4 Q. Mr Anderson, I'm sorry to interrupt. You have given
5 a very lengthy explanation of the steps you took. Did
6 you ever ask the question of Studio E: have you ever
7 been involved in cladding of a high-rise residential
8 building before?

9 A. No, I didn't.

10 Q. Why not? It's an obvious question, isn't it?

11 A. It is now. I don't know why I didn't ask that question.

12 Q. With respect, Mr Anderson, it was an obvious question
13 then: have you been involved in cladding a high-rise
14 residential building? That's what you were asking them
15 to do.

16 A. At that stage the type of cladding had not been
17 determined. The questions that were asked of Studio E,
18 or more specifically Andrzej Kuszell, by myself and
19 others was: have you done residential refurbishment
20 projects? The response to that was that they hadn't as
21 a practice, but individuals employed within the practice
22 had done. They'd also done cladding, as in overcladding
23 projects, as a practice and individuals within the
24 practice.

25 Q. Did you ask whether Mr Sounes had been involved in

64

1 an overcladding exercise before?

2 A. It wasn't until later on that Mr Sounes and Mr Crawford

3 were introduced as possible leads on the project, and

4 yes, at that point I did ask about their background.

5 Q. What came first, Mr Anderson, was it the pragmatic

6 benefits of using Studio E because of their connection

7 with KALC, or looking at their qualifications, expertise

8 and experience?

9 A. I think it was a combination of both.

10 Q. Could we turn to paragraph 18 of your witness statement,

11 please {TMO10048968/4}. You refer there to a report to

12 the TMO operations committee. At point 3.6 of the

13 minutes of that committee meeting, which can be found at

14 {TMO10001001/110}, you will see there at 3.6, it says,

15 and if that might be amplified:

16 "RBKC recognises that the KALC Project will have a

17 significant effect upon the residents of Grenfell Tower

18 ... and to a lesser extent other parts of the estate and

19 is minded (subject to approvals) to fund a 'Legacy'

20 project on the estate."

21 Now, if we could turn over the page

22 {TMO10001001/111} to point 3.9 it states that:

23 "RBKC is desirous that the 'Legacy' project be

24 reflective of the design proposals for KALC, benefits

25 residents of the estate and is delivered efficiently."

65

1 Now, breaking that down, "reflective of the design

2 proposals", did that mean look good next to KALC, or,

3 putting it another way, not look bad next to KALC?

4 A. That's not my recollection of the conversations in the

5 run-up to this report. My recollection of those

6 conversations was much more about modernising the

7 estate, or more particularly Grenfell Tower, improving

8 its thermal efficiency, improving the homes of the

9 residents.

10 Q. Delivered efficiently; does that mean for the lowest

11 possible cost?

12 A. That's certainly not my understanding.

13 Q. Well, what was your understanding of what it meant?

14 A. Efficiency is, in my view, very much about getting the

15 maximum output for your available budget.

16 Q. So cost plays a role there, doesn't it?

17 A. Yes, it does, but it's not necessarily the prime driver.

18 Q. Turning to point 4.5:

19 "The TMO has additionally confirmed that

20 Grenfell Tower is a priority investment within the

21 estate and that overcladding and new windows would

22 address the identified investment needs."

23 Who within the TMO decided that overcladding would

24 address the investment needs?

25 (Pause)

66

1 A. That was my recommendation on the basis of the

2 information that we'd ascertained from the asset data.

3 Q. So your decision, then; is that right?

4 A. It wasn't my decision; it was my recommendation.

5 Q. When did you make that recommendation?

6 A. That recommendation is here in this report.

7 Q. So at this date, namely January 2012?

8 A. Well, there would have been discussions prior to this,

9 but yes, this would have been the first formal ...

10 Q. So this is the formal recording of your recommendation

11 for overcladding at Grenfell, and it was in

12 January 2012; is that an accurate summary?

13 A. To the operations committee, which would then

14 subsequently go to the board. And again, in the context

15 of overcladding here, we should be reminded that this

16 could have been a rendered insulation, or it could have

17 been a rainscreen system, as was subsequently installed.

18 Q. Okay.

19 Now, is it your evidence, then, flowing from that,

20 that in January 2012 there was no preference on your

21 part for what type of overcladding would be put on the

22 tower?

23 A. No, there wasn't a preference, and in fact subsequent to

24 this there were a number of different renderings and

25 finishes, types of cladding, that were explored by the

67

1 pre-construction professional team.

2 Q. Could we now turn to point 4.7 on this page, and the

3 last sentence says:

4 "... to be procured in tandem with the KALC

5 Project."

6 Can you help us, how did you envisage the tandem

7 procurement taking place?

8 A. Apologies, could you just point out which paragraph

9 you're --

10 Q. Yes, paragraph 4.7.

11 A. 4.7, the penultimate, thank you.

12 Q. And they talk about:

13 "... TMO develop a detailed proposal for the

14 overcladding of Grenfell Tower and the provision of

15 additional residential properties to the lower levels of

16 the tower as a 'Legacy' project to be procured in tandem

17 with the KALC project."

18 A. Yes.

19 Q. Can you help us explain precisely how you envisaged this

20 tandem procurement exercise being carried out?

21 A. On reading that, my understanding is that we're talking

22 about the construction element of the project, as well

23 as the pre-construction professional team. The

24 pre-construction professional team was the item we'd

25 discussed and I responded to earlier. The construction

68

1 element of it was in relation to Leadbitter, which had
 2 additionally been -- or the potential was there to
 3 procure Leadbitter through an OJEU-compliant IESE
 4 framework, and that we were looking to utilise that to
 5 bring Leadbitter on board as the constructor.
 6 Q. Could I invite you to turn over the page to point 5.2
 7 {TMO10001001/112}. It says this:
 8 "RBKC, through an OJEU compliant and competitive
 9 process has appointed a design team, Studio E, for the
 10 KALC Project and it is proposed that the TMO, subject to
 11 due diligence and legal compliance, appoint the
 12 individual members of this team to undertake detailed
 13 design proposals, initially, through to the planning
 14 stage and then subsequently to the tender stage."
 15 Looking at each element of that, is it correct to
 16 say that Studio E had won the commission for KALC
 17 through a competitive procurement process?
 18 A. That's my understanding.
 19 Q. Is it right that the process had been advertised by RBKC
 20 in the Official Journal of the European Union?
 21 A. That's my understanding as well.
 22 Q. First, would you agree that a purpose of undertaking
 23 a competitive procurement is to secure best value for
 24 money?
 25 A. That's certainly one of the elements.

69

1 Q. Second, another purpose of conducting a competitive
 2 procurement here would be to appoint an architect with
 3 the level of skills, knowledge and experience
 4 appropriate to the work involved; would you agree with
 5 that?
 6 A. Yes.
 7 Q. Finally, a further purpose of conducting a competitive
 8 procurement would be to ensure that the procuring public
 9 authority complies with its obligations under the
 10 procurement rules; would you agree with that?
 11 A. Yes.
 12 Q. Now, it appears here fairly clear that it was RBKC who
 13 selected Studio E for KALC, not the TMO; is that right?
 14 A. That's correct.
 15 Q. When Studio E won the tender for KALC in 2011, is it
 16 right that Grenfell did not form part of that tender or
 17 procurement award?
 18 A. That's not my understanding.
 19 Q. What's your understanding?
 20 A. My understanding is that the OJEU notice included
 21 housing regeneration.
 22 Q. Did it specifically refer to Grenfell, can you remember?
 23 A. No, it didn't.
 24 Q. What you proposed was that TMO would use individual
 25 members of the KALC team on a separate and different

70

1 project, namely the Grenfell refurbishment; is that
 2 a fair summary?
 3 A. Correct.
 4 Q. We touched on this earlier, but can you help us as to
 5 what the principal differences were in your view between
 6 KALC and Grenfell and the substance of the two projects?
 7 A. I think the immediate difference is that one was
 8 a school academy, one was a leisure centre, and one was
 9 a residential refurbishment. However, when you look at
 10 the detail sitting behind it, in terms of what we were
 11 looking to achieve, we were very much focused on
 12 stages A through to E at most, which is predominantly
 13 the design principle rather than the detailed design,
 14 and that Studio E, if we are to focus on Studio E, had
 15 experience, either through individuals within the
 16 practice or as a practice themselves, of undertaking
 17 a variety of cladding projects of a complex and
 18 complicated nature, and that individuals within the
 19 practice had also worked upon residential refurbishment
 20 projects.
 21 Q. Now, we touched on this earlier on, and you have covered
 22 it again in your evidence: when did you ask Studio E
 23 about their experience of overcladding high-rise
 24 buildings? Was it before January 2012 or after
 25 January 2012?

71

1 A. As I said to you, I didn't ask Studio E about cladding
 2 a high-rise building.
 3 Q. Their expertise or experience.
 4 A. I asked them about their expertise of cladding and of
 5 residential refurbishment.
 6 Q. When did you ask those questions?
 7 A. The earliest stage at which I recollect that would have
 8 been in January 2012.
 9 Q. Are you sure about that?
 10 A. It may have been December 2011, but it was certainly one
 11 of those two.
 12 Q. Did anyone at the TMO ask you what steps you had taken
 13 to satisfy yourself that Studio E had the relevant
 14 skills, knowledge and experience?
 15 A. Sorry, would you repeat that, please?
 16 Q. Yes. Did anyone at the TMO ask you how you had
 17 satisfied yourself that Studio E had the relevant
 18 skills, knowledge and experience?
 19 A. We had discussions about it at operations committee, we
 20 also had discussions about it at the subsequent board
 21 meeting, and I'm fairly certain we also had discussions
 22 at executive team as well.
 23 Q. Is your evidence, just to be clear, that during the
 24 course of those meetings that you have identified, you
 25 were asked expressly to confirm that you were satisfied

72

1 that Studio E had the skills for the job?

2 A. I wasn't asked that specific question, but in the

3 context of those various meetings, we did discuss the

4 pre-construction professional team and their suitability

5 to the project.

6 Q. Now, just thinking about an answer you gave earlier on,

7 when you said at this stage you were looking at the

8 principle of design, not the design itself, was it

9 envisaged, therefore, that once the principle of the

10 design had been settled, you would commence a separate

11 and fresh procurement for architectural services at that

12 stage?

13 A. The intention or the thinking at this particular point

14 in time, and even all the way through 2012, was that the

15 pre-construction professional team were there to take

16 the project to stage E, and by stage E I mean the RIBA

17 Outline Plan of Work stage E. At that point, Leadbitter

18 would have been engaged through the IESE framework

19 arrangement to take forward the detailed design and

20 could potentially take the novation of the

21 pre-construction professional team.

22 Q. Now, looking at the appointment of Studio E to the

23 Grenfell Tower project, it's fair to say that it didn't

24 involve any element of competitive procurement, did it?

25 A. Beyond that which I've outlined already, no.

73

1 Q. Was there an interview?

2 A. I would say there was an interview.

3 Q. When did you say that interview took place?

4 A. My recollection of that interview was -- in actual fact

5 it's more than one. So my recollection is that there

6 were what I would class as interviews with

7 Andrzej Kuszell, facilitated by Peter Wright. Now, they

8 could have been pre-Christmas 2011, certainly into

9 January 2012, and that in addition to that what I would

10 class to be an interview as well was a session in the --

11 immediately prior to one of the SRO KALC meetings, and

12 that latter one actually had representatives from RBKC

13 as well as KCTMO there.

14 Q. Did you interview anyone else?

15 A. No.

16 Q. Was there a design competition?

17 A. No.

18 Q. Was there a competence check expressly?

19 A. Could you define "expressly"?

20 Q. Well, did you expressly ask for confirmation,

21 documentary evidence of experience of dealing with other

22 designs involving cladding, whether you want to describe

23 that as cladding or overcladding, Mr Anderson?

24 A. For all of the pre-construction professional team,

25 I obtained almost a resume brochure from each of the

74

1 pre-construction professional team members. That was

2 January/February 2012.

3 Q. When you were having your various discussions with

4 Studio E, did you ask them or interrogate them in

5 relation to their qualifications and resources for

6 discharging their obligations under the Construction

7 (Design and Management) Regulations?

8 A. Yes.

9 Q. Can you give us detail as to what the type of questions

10 were that you asked and the answers you received?

11 A. So, again, that initial process started with

12 Andrzej Kuszell, which was very much a high-level

13 discussion about their experience of dealing with

14 refurbishment projects, Building Regulations, CDM, ACOP,

15 L144, how they approached it. Their responses or his

16 responses around that initially were in respect of

17 ISO 9001, their quality management system, their track

18 record. Later, when he'd introduced Bruce Sounes and

19 Neil Crawford as a potential, I met with Bruce Sounes --

20 it was originally intended to be Bruce Sounes and

21 Neil Crawford, but I ended up only meeting with Bruce.

22 Again, I was quite impressed with Bruce.

23 If I may, Mr Chairman, I think the Bruce Sounes that

24 you had here in March is a very different individual to

25 the one that I had experience of. He appears to have

75

1 lost his confidence and his enthusiasm and drive. But

2 that was certainly how he came across; he came across as

3 very knowledgeable and experienced. And I can't recall

4 whether it was Bruce or it was Andrzej, but they were

5 talking about having a team of circa 30 people within

6 their offices that they could draw upon. They talked

7 about the structure of the team, so that Bruce would be

8 the associate and Neil Crawford would be the project

9 architect, and that initially there would be a small

10 number of people working on it, but as they moved

11 forward in time, that team would build up and grow.

12 Q. Thank you, Mr Anderson.

13 Can we look back at point 5.7 on the screen, where

14 it says:

15 "The procurement of the KALC Project and the

16 Grenfell Tower project will be procured jointly."

17 Now, you mentioned earlier on that you relied upon

18 the fact that the OJEU notice referred not only to KALC

19 but also to housing regeneration, but not Grenfell in

20 particular.

21 As part of your exercise in verifying the

22 procurement process that was carried out for KALC, did

23 you examine the pre-qualification questionnaire and the

24 invitation to tenderers to see what information had been

25 sought in relation to the housing regeneration element

76

1 of the OJEU notice?
 2 A. I can't recall the specific details that I went through.
 3 What I did do was, through Peter Wright, review the
 4 documentation that went out to market, the tender
 5 submissions from the pre-construction professional team,
 6 and also had the conversation with Peter Wright and
 7 their legal and procurement representatives about the
 8 suitability for a project of that nature, and whether or
 9 not KCTMO could rely on that process to appoint them.
 10 Q. And when did you do that?
 11 A. That would have been over towards the latter part of
 12 December 2011, January 2012, February 2012, possibly
 13 even into March 2012.
 14 Q. And given that the housing regeneration element of the
 15 OJEU notice seemed to have been important to you in
 16 looking at the compliance with the procurement rules of
 17 jointly procuring the Grenfell project, can I ask you
 18 specifically: did you look, first of all, at the PQQ to
 19 see to what extent that addressed housing regeneration?
 20 A. I don't recall specifically seeing the PQQ. It may well
 21 have been in the pack that Peter Wright --
 22 Q. But can you remember looking specifically for it because
 23 that is the tag, if I can put it that way, upon which
 24 you were hanging the legality of the joint procurement,
 25 as you put it?

77

1 A. The conversation that I had with RBKC at that point in
 2 time was about -- and this was based upon the guidance
 3 that had been provided by legal and procurement at RBKC
 4 that we could rely upon their procurement action -- was
 5 to see all of the evidence that they had received in
 6 relation to that tender action.
 7 Q. Can I just understand: to what extent did you carry out
 8 a separate consideration? You referred there to relying
 9 upon advice from the legal department, et cetera, at
 10 RBKC, but what was the precise extent of the review you
 11 carried out of the procurement documents, ie of the OJEU
 12 notice, the PQQ and the ITT, to see whether housing
 13 regeneration was covered and to what extent?
 14 A. I certainly evidenced with my own eyes that housing
 15 regeneration was included as part of the OJEU notice.
 16 SIR MARTIN MOORE-BICK: Mr Anderson, just help me with this:
 17 that OJEU notice was published by RBKC, the council; is
 18 that right?
 19 A. That's correct.
 20 SIR MARTIN MOORE-BICK: So the council had gone through
 21 whatever process it was.
 22 TMO is a separate body, a separate client, looking
 23 to instruct its own professionals.
 24 A. Correct.
 25 SIR MARTIN MOORE-BICK: What led you to think that you could

78

1 rely on someone else's OJEU notice to justify your
 2 choice?
 3 A. Because KCTMO is an arm's-length management organisation
 4 of RBKC, and it's what led me to ask the legal and the
 5 procurement representatives from RBKC as to whether or
 6 not we could rely upon that procurement action in order
 7 to appoint that pre-construction professional team, and
 8 at that point in time the guidance from them was that
 9 they saw no reason why we couldn't.
 10 My response to them was: could they please confirm
 11 that to me in writing, and the reason that
 12 I subsequently put in the limit was because, at a given
 13 point in time, I didn't have that confirmation from RBKC
 14 in writing, I had to chase RBKC a number of times, and
 15 there was a point in time where RBKC's guidance to us
 16 changed.
 17 SIR MARTIN MOORE-BICK: All right, thank you.
 18 MR KINNIER: Can I ask you now to turn to point 6.2 in the
 19 minutes that we have been looking at. It says --
 20 A. Would you just mind bearing with me.
 21 Q. Of course.
 22 (Pause)
 23 A. Thank you.
 24 Q. Look at point 6.2:
 25 "The project is challenging and internal management

79

1 and governance arrangements need to be enhanced to
 2 facilitate its delivery."
 3 Can you help us, why did you consider the project to
 4 be challenging?
 5 A. (1) scope and scale; (2) the impact that it was going to
 6 have upon the residents and the community; (3) I think
 7 even at this particular point in time the local
 8 animosity toward the KALC project was and had the
 9 potential of spilling over into the Grenfell Tower
 10 project. I think the timeline that was involved,
 11 because we were -- at this particular point in time, we
 12 were effectively having to catch up on a design solution
 13 with the KALC project in order to achieve the aim of
 14 procuring a constructor to deliver both projects at the
 15 same time.
 16 Q. What internal management and governance arrangements
 17 needed to be enhanced to facilitate delivery?
 18 A. That was very much -- I suppose at a low level I was
 19 very keen to ensure that there was appropriate
 20 transparency around how the project was going to be
 21 governed and delivered. Separate to that, probably the
 22 bigger bit around that was actually the governance
 23 arrangements that came with the IESE framework.
 24 Q. Okay.
 25 Can we now turn to a minute of the TMO board dated

80

1 15 November 2012, which you exhibited to your first
2 witness statement. It can be found at {TMO10001766/91},
3 section 5.3, if I might ask for that to be amplified.
4 It says here:

5 "Novation of the Grenfell Tower Regeneration Project
6 design team to Leadbitter following the planning stage
7 of the procurement process falls within the IESE
8 Framework and this was procured under an EU compliant
9 process by RBKC with the Grenfell Tower Regeneration
10 Project being included as part of the adjoining
11 Kensington Academy & Leisure Centre (KALC) project
12 Official Journal of the European Union (OJEU) Notice."

13 Looking at that statement, it gives the impression
14 that Grenfell had been expressly included as part of the
15 OJEU notice. On the basis of what you have said today,
16 that wouldn't appear to be correct, would it?

17 A. This is November 2012, and one of the challenges I faced
18 was that RBKC, at the beginning of 2012, indicated that
19 we could rely upon their prior procurement for the
20 pre-construction professional team. Sometime after that
21 they advised that they didn't think we could rely upon
22 it, which is why the 174k threshold was introduced, and
23 subsequent to that they then came back, when pressed
24 again, and indicated that we could rely upon it.

25 Q. Okay. So the question I asked was that that gave the

81

1 impression that Grenfell was expressly referred to in
2 the relevant OJEU notice when that is not correct, there
3 was simply a generic reference to housing regeneration.

4 Would you agree that it's a misleading impression to
5 give, that Grenfell was expressly mentioned?

6 A. I'd agree that's one interpretation. That wasn't my
7 intent and it wasn't the interpretation taken.

8 Q. Could we now turn to your second witness statement,
9 which is at {TMO00847334/2}, at paragraph 8. On the
10 fifth line of that paragraph you say that:

11 "It made sense for the TMO to utilise the
12 pre-existing IESE procurement framework and pre-contract
13 professional team for KALC, as this would reduce the
14 procurement timeframe by up to nine months, which would
15 mean that improvements to residents' homes could be
16 delivered earlier in line with the KALC project ...
17 reducing the length of disruption to residents."

18 Can you help us on what basis you concluded that
19 using the pre-contract professional team for KALC would
20 reduce the timeframe by nine months or so?

21 A. Had we have gone -- had KCTMO pursued its own OJEU
22 notice and process, the likelihood would have been six
23 to nine months of timeframe where we were out of sync
24 with Kensington Academy and Leisure Centre.

25 Q. Was time your principal consideration for using the same

82

1 project team as the KALC?

2 A. I wouldn't say it was the principal consideration, but
3 in 2012 it was certainly a significant influencer.

4 Q. Thank you.

5 Could we now go to {TMO00847331}, which is
6 an exhibit to your second witness statement, and it's
7 a report presented to the RBKC Cabinet by Laura Johnson
8 on 2 May 2012. If I could ask the Opus operator to take
9 us to paragraph 6.3.6, which is at page 10
10 {TMO00847331/10}, and if the paragraph could be
11 amplified, thank you:

12 "The TMO has appointed the same design team as that
13 for KALC to assist in the project management of detailed
14 matters such as the co-ordination of design,
15 consultation, public realm, site access, and works. The
16 TMO also anticipates employing the same contractor and
17 this is intended to ensure that the two projects are
18 able to deliver cost savings where possible, and produce
19 schemes that are complementary in their appearance and
20 function. For this reason, and subject to the Cabinet's
21 approval, there is a need to ensure that the
22 Grenfell Tower project is permitted to proceed without
23 delay."

24 Now, the report refers to cost savings and
25 complementary schemes expressly and using the same

83

1 contractors.

2 Going back to something we touched on earlier, was
3 your view that using the same project team for design
4 and contractors would produce a significant financial
5 saving?

6 A. That wasn't one of my drivers. That said, if you have
7 a pre-construction professional team working on one
8 project and then add to that, ie a separate project, you
9 would expect to realise some efficiency through that.

10 Q. Would you agree that the impression given, certainly by
11 this minute, is that cost savings was a significant
12 consideration in using the same design team?

13 A. I can't answer to that, this is an RBKC Cabinet report.

14 Q. Was there pressure from within TMO, first of all, to
15 keep the budget to the lowest possible minimum price?

16 A. I think with any project that you carry out, you want to
17 deliver your outputs for the lowest possible cash sum.

18 Q. And was that consideration equally applicable to RBKC?

19 A. I think that applies to any client. That doesn't mean
20 to say that the driver was cost alone, because that
21 certainly wasn't my impression.

22 Q. That's not what I said. What this minute expressly says
23 is cost savings and complementary schemes, which gave
24 certainly the impression that cost savings were
25 a significant factor.

84

1 A. My reading of the quote regarding cost savings is that
 2 you would deliver cost savings if you ran both projects
 3 in tandem rather than independent.
 4 Q. Okay.
 5 Can we now turn to {TMO10049977}, another exhibit,
 6 but this time to your first witness statement, which is
 7 email correspondence between yourself, RBKC and
 8 Studio E.
 9 I think in your email of 29 February, sent at 19.59,
 10 at the bottom of that page, to Studio E, copying in
 11 RBKC, you say this :
 12 "There is a desire ... on the part of RBKC and
 13 KCTMO, to enhance Grenfell Tower whilst undertaking the
 14 KALC project."
 15 You ask for fee proposals from Studio E, and its
 16 subcontractors, and state that {TMO10049977/2}:
 17 "We need to rapidly conclude the initial stage and
 18 proceed quickly with the project so that we maximise any
 19 opportunities that may arise from joint procurement of
 20 construction."
 21 Where was this pressure to rapidly conclude coming
 22 from?
 23 A. Apologies, I'm still reading.
 24 Q. Oh, sorry.
 25 (Pause)

85

1 A. Thank you.
 2 I think that's a reflection of what I mentioned
 3 earlier on, that in design terms we were behind the
 4 programme for KALC and we needed to progress the design
 5 as quickly as possible, maybe to catch up, as it were.
 6 Q. Thank you.
 7 Could we go to paragraph 11 of your second witness
 8 statement, which is at {TMO00847334/3}. It states
 9 there:
 10 "The cost of the KALC project was £58m, which was
 11 significantly greater than the cost of the Grenfell
 12 Tower refurbishment project. This gave me assurances
 13 that the pre-construction professional team were
 14 competent to carry out the Grenfell Tower project. It
 15 is my understanding that the Board also took comfort in
 16 this."
 17 Was cost your only evaluation of their competence
 18 for the project?
 19 A. I've outlined previously my evaluation of Studio E.
 20 Cost wasn't the only factor.
 21 Q. On what basis is cost an assurance of competence?
 22 A. I believe if you look at an architectural practice that
 23 is delivering a complex, complicated project that has
 24 a value in excess of £50 million, you can take some
 25 assurance from that that they should have the expertise,

86

1 skills, experience and competencies to deliver
 2 a £10 million project.
 3 Q. You say that it was your understanding that the board
 4 also took comfort in this. What was the basis of that
 5 understanding?
 6 A. My recollection is that when we had board meetings and
 7 I put papers to board in relation to the Grenfell Tower
 8 regeneration project, there was quite a lot of challenge
 9 from the board around the use of the pre-construction
 10 professional team and the contractor. The cost aspect
 11 of it was only one element of that dialogue.
 12 Q. Thank you.
 13 Now, if I could ask you to turn back to paragraph 31
 14 of your first witness statement, which is at
 15 {TMO10048968/6}, you stated that you attended on
 16 13 March 2012 a Hidden Homes meeting in which you
 17 advised those in attendance that the use of
 18 Studio E Architects for Grenfell had been agreed, and
 19 that you had met them on site to discuss proposals.
 20 First of all, are you aware of any notes, minutes or
 21 other records being kept of the site meeting with
 22 Studio E that you refer to there?
 23 A. I would have kept notes in my daybook, which I don't
 24 have possession or access to. I do recall that
 25 Bruce Sounes was taking notes and photographs,

87

1 et cetera.
 2 Q. What happened to your daybook?
 3 A. I left it with the TMO upon my departure.
 4 Q. Were you aware of Studio E ever having informed the TMO,
 5 either at the site meeting or at any other time, that
 6 Studio E had not previously been involved in a high-rise
 7 residential heating renewal or overcladding of
 8 an occupied building project?
 9 A. I recall conversations with Andrzej and with Bruce. It
 10 was Bruce who had mentioned that at a previous employer
 11 he had been involved with residential projects. They
 12 both assured me that they had individuals who they would
 13 call upon who had done high-rise and residential
 14 refurbishment work. The matter of cladding, that they
 15 as a practice had done on numerous projects and those
 16 individuals had also done as well.
 17 Q. And heating renewal?
 18 A. Heating renewal, I didn't specifically ask them that
 19 question, because it's mechanical and electrical
 20 services, predominantly, and that would have primarily
 21 fallen under the remit of Max Fordhams, who did have
 22 a lot of experience in that area.
 23 Q. Did Mr Sounes articulate any initial uncertainty as to
 24 whether to accept the appointment with you?
 25 A. He didn't express any concerns or refusal to me.

88

1 Q. Can I ask you now to turn to paragraph 9 of your second
2 witness statement, which can be found at
3 {TMO00847334/2}. You say in the first lines that the
4 IESE framework did not meet the full requirements of the
5 TMO procurement standing orders.

6 First of all, how did the framework fail to meet the
7 requirements of the standing orders in relation to
8 Grenfell?

9 A. The IESE framework was a pre-tendered framework
10 arrangement, and the KCTMO requirements as written
11 excluded the use of frameworks.

12 Q. Can you remember the reason why frameworks were
13 excluded?

14 A. I don't think there was a particular reason. Certainly
15 on enquiry with colleagues within KCTMO, they weren't
16 aware of a reason.

17 Q. Were you aware of the extent to which the IESE framework
18 met the requirements of the standing orders in respect
19 of KALC?

20 A. Only through the dialogue that I had with colleagues
21 within RBKC.

22 Q. Were you aware of any difference between the projects
23 and their impact on compliance with standing orders that
24 might have been relevant?

25 A. My understanding is that the IESE major works framework

89

1 was a compliant process -- sorry, met with RBKC's
2 standing orders.

3 Q. Thank you.

4 Can we now turn on to the topic of the instruction
5 of Studio E.

6 Can we go to an email sent to you on 29 February by
7 Andrzej Kuszell, {SEA00000007}. You will see your email
8 at the bottom half of that page.

9 Had you spoken to Andrzej before you had sent that
10 email?

11 A. So this is February 2012. As I said, I'd certainly had
12 conversations with Andrzej in January 2012.

13 Q. Now, you set out the desire of TMO and RBKC to enhance
14 Grenfell while undertaking KALC, and you list the
15 objectives including at, over the page {SEA00000007/2},
16 (g) to overclad the tower; do you agree?

17 A. Correct.

18 Q. Was this the first communication between you and
19 Studio E in relation to the detail of the objectives?

20 A. My recollection is that this is the first formal
21 communication that set out requirements.

22 Q. Now, Bruce Soules in his evidence to the Inquiry said
23 that he received the email with some surprise because
24 you were so advanced in your thinking in terms of the
25 scope of the project.

90

1 First of all, would you agree with that, namely that
2 the work was advanced in terms of the scope of the
3 project?

4 A. I find that surprising, and the reason I find it
5 surprising is because there had been prior
6 conversations, certainly between myself and Andrzej, and
7 even with Peter Wright present, and also the prior
8 conversations that RBKC had had with Andrzej separately
9 about the aspirations, the intent. So I'm finding that
10 a little difficult to understand.

11 Q. So you're surprised at his surprise?

12 A. Yes.

13 Q. Okay.

14 Going back to this email, you then say under the
15 various itemised objectives:

16 "This work will be separate to but [complementing]
17 KALC. It must not in any way compromise the KALC
18 Project and we will require assurances and a clear
19 [delineation] demonstrating this."

20 What did you mean by not compromising KALC, first of
21 all?

22 A. RBKC had made it very clear to us that they didn't want
23 any of the work, whether that be design work or
24 construction work, on Grenfell Tower to impede the work,
25 particularly on the academy.

91

1 Q. Did that mean in practice that Grenfell was a lesser
2 priority than KALC?

3 A. It certainly wasn't for me, and I never got that
4 impression from RBKC or anyone else in KCTMO.

5 Q. What assurances and measures did you have in mind to
6 ensure that KALC would not be compromised by Grenfell?

7 A. Probably the principal one was that each member of the
8 pre-construction professional team would have a separate
9 designated team of individuals working on each project
10 as a distinct team.

11 Q. So the clear delineation you're referring to was in
12 terms of personnel, primarily; is that fair?

13 A. Yes.

14 Q. You then go on in this email to say this:

15 "Additionally, commissions will be via KCTMO, and
16 subject to OJEU limits."

17 First of all, what did you mean by that sentence?

18 A. That they would be appointed by KCTMO, and the second
19 bit, which is about the OJEU limits, I can only deduce
20 that sometime prior to this, it was one of those
21 occasions where RBKC had come back and said, "We're not
22 sure you can now rely upon our pre-procurement".

23 Q. So just as RBKC were giving you direction in certain
24 regards, were you giving direction here to Studio E to
25 produce a fee estimate that came below the OJEU

92

1 threshold for public services contracts?

2 A. That was the intention at this point in time, yes, was

3 that their fee proposal -- and I saw no reason why their

4 fee proposal wouldn't be above the OJEU limit.

5 Q. So to put it even more bluntly, there would be a cap,

6 namely the OJEU limit, on their fees; is that a fair

7 summary?

8 A. I didn't view it as a cap at that point in time.

9 I think on the basis of what they'd been asked to do,

10 which was through to stage D, certainly, possibly

11 stage E, on the basis of the project budget as known at

12 that time, or the construction budget as known at that

13 time, I should say, was that their fee percentage, and

14 thereby their cash sum fee, would be below that limit,

15 and that would apply to the other pre-construction

16 professional team members as well.

17 Q. Just flowing on from that, did you get any indication

18 from Studio E that they thought their services might or

19 would cost more than the £174,000?

20 A. No.

21 Q. Was there ever a discussion between yourself and anyone

22 at Studio E about the OJEU limit and its effect on the

23 fees that you would expect them to be charging you?

24 A. There were discussions much later on in 2012.

25 Q. Just to fix you in time, you're at 29 February 2012 now

93

1 when you're sending this email.

2 A. Yeah.

3 Q. Does that help you?

4 A. There were no discussions of that nature, there were no

5 issues raised --

6 Q. At this time?

7 A. -- by any of the pre-construction professional team at

8 this stage or immediately after this.

9 Q. You then go on to say further down the page:

10 "We need to rapidly conclude ..."

11 Can you see that?

12 A. Yes.

13 Q. "We need to rapidly conclude the initial stage and

14 proceed quickly with the project so that we maximise any

15 opportunities that may arise from joint procurement and

16 construction."

17 Were the opportunities that you referred to there

18 the opportunities you were referring to earlier in your

19 submission to the TMO board?

20 A. They are, the ones about closing down that timeframe gap

21 between the KALC project and where it was at this

22 particular point in time, and us getting to that

23 position fairly quickly.

24 Q. Could I now ask you to turn to {SEA00014272/2}.

25 Hopefully this is an email from Bruce Sounes, Studio E,

94

1 to Andrzej Kuszell, sent on 7 March 2012. The second

2 email on that page states:

3 "Met Mark yesterday with Bill, Tony and someone else

4 from MF. Walked around and will have another walk

5 around next week. He thought OJEU limit was 175k, I did

6 a quick search and found 99k."

7 Now, do you recall this meeting, obviously assuming

8 that you are the Mark in question?

9 A. I do recall meeting with Bruce and others at

10 Grenfell Tower.

11 Q. And do you --

12 A. I'm not sure of the specific date, but ...

13 Q. Do you recall discussion, at least, of the OJEU limit?

14 A. Yes, I believe there was. Or I recall there was.

15 Q. So can you help us explain why you considered that point

16 to be relevant at this time?

17 A. As in the OJEU limit?

18 Q. Yes.

19 A. Primarily because we'd -- back in January we'd been

20 guided by RBKC that we could rely on their OJEU

21 procurement. Subsequent to that, we were informed that

22 they didn't think we could. So in order to continue

23 with the pre-construction professional team, their

24 fee proposals -- and I didn't see any reason why they

25 wouldn't be -- needed to fall within that limit.

95

1 Q. Again, I would suggest that gives the impression that

2 the OJEU limit was an effective cap on Studio E's fees;

3 would you agree with that?

4 A. I agree that it may have resulted in there being a cap,

5 but at this point in time there was no indication from

6 Studio E or any of the other members of the

7 pre-construction professional team that they saw that as

8 a cap, or that they would be near it.

9 Q. Isn't the more important fact that you were sending

10 a clear message to Studio E as to your expectation

11 regarding the level of their fees?

12 A. I think my primary driver to all of the members of the

13 pre-construction professional team at this point in time

14 would have been more about, "I don't want you abusing

15 the fact that, because you have been appointed on KALC

16 and are now doing Grenfell Tower, you can just write

17 your own cheque".

18 Q. Going back to this email, you say in the third

19 substantive paragraph, first line:

20 "Appleyards was discussed but only that they are not

21 part of our team and that costings would be needed.

22 Left that with Mark."

23 Can you help us understand, what was meant by that

24 sentence?

25 A. I don't know, to be perfectly honest.

96

1 Q. Fine.
 2 Could we now go to a minute of a meeting on
 3 8 March 2012 of the TMO operations committee, and that
 4 minute can be found at {TMO10001245}. If we can just
 5 scroll down, we can see that you are an attendee there,
 6 penultimate entry on the schedule of attendees. If we
 7 could just scroll down and go to page 5 {TMO10001245/5},
 8 we have the "Grenfell Tower Project" there. I will just
 9 let you read that so you familiarise yourself with it
 10 again.
 11 (Pause)
 12 A. Okay.
 13 Q. Would you agree there is no reference there to any
 14 discussion regarding OJEU limits and Studio E's fees, is
 15 there?
 16 A. I do agree that there is no reference to it in the
 17 minutes.
 18 Q. Can you remember whether that topic was discussed or
 19 not?
 20 A. I know it was discussed a number of times at operations
 21 committee.
 22 Q. But you can't say, given the effluxion of time,
 23 presumably?
 24 A. I couldn't say whether it was specifically discussed at
 25 this particular meeting. I would be surprised if it

97

1 wasn't.
 2 Q. At this time, given your surprise that OJEU limits
 3 weren't discussed at this stage, had you discussed the
 4 importance of OJEU limits and its effect on Studio E's
 5 fees with anyone else at the TMO?
 6 A. We had discussed OJEU limits. As I mentioned earlier
 7 on, there was no indication from any of the
 8 pre-construction professional team that the application
 9 of that limit would impact or impede their ability to
 10 deliver service.
 11 Q. When you say "we", can you give us more detail as to
 12 with whom you discussed at the TMO --
 13 A. Certainly. So "we" in that context would have been
 14 programme board and the attendees at programme board,
 15 executive team, and it would have certainly been at
 16 operations committee and the board.
 17 Q. Now, if I can ask you to go to the minutes of
 18 a Hidden Homes meeting on 13 March 2012, which is at
 19 {TMO10001122/5}. Might I invite you to amplify
 20 item 5.5, and I'll just let you re-read that,
 21 Mr Anderson.
 22 (Pause)
 23 A. Okay.
 24 Q. Would you agree that there is no reference there to OJEU
 25 thresholds?

98

1 A. Yes.
 2 Q. Was that one of the meetings where it was likely that
 3 the OJEU thresholds would have been discussed and their
 4 effect?
 5 A. Yes, I would -- I certainly recall having had
 6 conversations about OJEU thresholds at both operations
 7 committee and the board and with RBKC at a variety of
 8 meetings, and this would have been one of them.
 9 Q. Is this another instance of a meeting where OJEU
 10 thresholds were discussed but not minuted?
 11 A. Yes, and I think the other issue that's absent from here
 12 is the fairly recent procurement guidance from RBKC as
 13 well.
 14 Q. When you say guidance, do you mean advice from their
 15 legal department on the extent to which you could rely
 16 upon --
 17 A. Yes.
 18 Q. -- the KALC OJEU notice?
 19 A. Yes.
 20 Q. On 28 March 2012 a residents' forum was held in relation
 21 to the KALC project, and we can find the minutes at
 22 {LBI00000129}. We can see from the list of attendees
 23 that you were there, the penultimate entry.
 24 Could I ask you to turn to item 3, which is
 25 "Introduction to Architects". You will see there the

99

1 minute refers to, in the second bullet point:
 2 "ED: concerns were raised about input of community
 3 into design process."
 4 ED is Ed Daffarn; would you agree?
 5 A. That would be my recollection, yes.
 6 Q. Do you recall his concern that the community was denied
 7 the opportunity to contribute to the design process?
 8 A. My recollection from this meeting is that Eddie Daffarn
 9 expressed views that, on the KALC project, there had
 10 been limited opportunity for residents and the community
 11 to input into the design process. He wanted to ensure
 12 that the same didn't happen on Grenfell Tower.
 13 Q. Thank you.
 14 Now, if we can go to page 2 {LBI00000129/2} of these
 15 minutes, at the bottom of the page under "AOB", and if
 16 we go over the page {LBI00000129/3}, we see at the top
 17 you're minuted as presenting options for the
 18 regeneration of the tower, stating that initial work
 19 would be with Studio E.
 20 Can you remember what you told the meeting about the
 21 options for Grenfell at that time?
 22 A. I can't. What I do recall is that there were some
 23 illustrative drawings that we talked through.
 24 Q. Now, the second bullet point from the top under the
 25 heading "Issues" sets out a number of matters. Can you

100

1 remember, were those issues raised by you, local
 2 residents or both?
 3 A. Apologies, where are you referring to?
 4 Q. Looking at the top of the page, you have got, first
 5 bullet point, "Mark Anderson", second bullet point,
 6 "Issues".
 7 A. Yes.
 8 Q. Have you got them?
 9 A. Yeah.
 10 Q. Okay, if I invite you to read those.
 11 A. Mm-hm.
 12 Q. Now, in relation to those issues, did you raise them or
 13 residents, or both?
 14 A. I believe that's just a method of following through what
 15 was shown on the drawings, was what it might look like
 16 externally, number of options, what the windows might
 17 look like externally, what we were looking to do with
 18 the void areas, what we might do around rationalising
 19 the office space, and then also around the heating.
 20 Q. Did you mention cladding or overcladding at that
 21 meeting, can you remember?
 22 A. I can't recall. We'd have certainly talked about it,
 23 because external fenestration is on there, and at this
 24 stage in the design development there were a number of
 25 options that were presented.

101

1 Q. Did you present those options to this meeting?
 2 A. Yes.
 3 Q. What options? Can you help us what they were? Can you
 4 remember?
 5 A. In terms of the external fenestration?
 6 Q. My question related to cladding.
 7 A. That would be external fenestration. So that would have
 8 ranged from a render finish on an insulated panel
 9 beneath, all the way through to some form of rainscreen.
 10 Q. We can see there under the fourth bullet point another
 11 ED entry, and Mr Daffarn is recorded as saying:
 12 "Questioned why Studio E chosen to do initial work."
 13 Then Councillor Coleridge appears to answer that
 14 question:
 15 "Very difficult to have different contractors on
 16 site when x2 different projects going on. [Synergies]
 17 across projects design need[ed] between school, leisure
 18 centre, public realm and Grenfell Tower."
 19 Do you remember whether you gave any further
 20 response yourself over and above Councillor Coleridge's
 21 answer?
 22 A. I didn't.
 23 Q. Did you or anyone else mention joint procurement to the
 24 attendees of this meeting?
 25 A. I'm sure that was part of our presentation discussion,

102

1 because that was the intent at that time.
 2 Q. You're sure?
 3 A. Yes.
 4 Q. Okay.
 5 Can you help us as to why the councillor, as opposed
 6 to you, answered that question?
 7 A. He was quicker than I was.
 8 Setting aside my flippancy, I believe that
 9 Eddie Daffarn actually directed his question to
 10 Councillor Coleridge.
 11 Q. Okay.
 12 Councillor Coleridge refers to the difficulty of
 13 having different contractors on site. Was it your
 14 understanding at this point -- that's to say late
 15 March 2012 -- that you would not only use Studio E but
 16 also Leadbitter for the Grenfell project?
 17 A. That was the intention at this stage, yes.
 18 Q. Had that always been the intention or had a decision
 19 been made?
 20 A. It was -- no, I'd say that was always the intention
 21 leading up to this point and certainly for the immediate
 22 future after this.
 23 Q. Now, on the same day as that meeting, on the afternoon
 24 of 28 March 2012, a client meeting took place. We have
 25 the minutes of that meeting, which are at

103

1 {SEA00014272/3}. We can see you're there, plus
 2 a representative from Max Fordham, and Mr Sounes.
 3 If we scroll down to item 1, which summarises the
 4 brief, is it safe to assume that you set out that brief?
 5 A. I believe this brief was based upon the email
 6 communication I'd had earlier that month with Studio E,
 7 but this was very much their document.
 8 Q. So would you say that the various items identified in
 9 the brief were the result of collaborative discussions
 10 between yourself and Studio E?
 11 A. Yes.
 12 Q. Now, if we could turn on to the second page
 13 {SEA00014272/2} under 2, which is headed "Programme",
 14 the second paragraph says this:
 15 "The TMO would like to submit a Planning Application
 16 ... to demonstrate to tenants the Council's commitment
 17 to the project. This would in advance of a complete
 18 stage D."
 19 Is it right to say that there was a rush to ease
 20 RBKC's relations with residents of the tower?
 21 A. I didn't get that impression, and that certainly wasn't
 22 one of my objectives.
 23 Q. Now looking under section 3, under the heading
 24 "Appointments", I'll just let you refresh your memory.
 25 (Pause)

104

1 A. Yes.
2 Q. The intention appears to be to mirror what had been done
3 with KALC in terms of not just the design team but the
4 contractor as well; is that a fair summary?
5 A. Yes.
6 Q. So whichever contractor was appointed under the
7 competitive process for KALC would be used for Grenfell;
8 that's correct, isn't it?
9 A. That was the intention.
10 Q. Thank you.
11 Under point 4, "Additional consultants", there is
12 a post-meeting note, and if we could scroll down, the
13 penultimate entry:
14 "Fire safety advice may be required."
15 Was that discussed immediately after the meeting,
16 and if so, who raised it first, can you remember?
17 A. My recollection is that Studio E raised the issue of
18 fire safety advice. At this stage in the design
19 development, I don't recall anything more specific than
20 that.
21 MR KINNIER: Thank you.
22 Sir, I'm about to start a new topic, so it's
23 slightly earlier than --
24 SIR MARTIN MOORE-BICK: Well, we can forgive you
25 two minutes.

105

1 MR KINNIER: Thank you.
2 SIR MARTIN MOORE-BICK: I think if you are going to move to
3 something else, this is the time to call a halt.
4 MR KINNIER: Thank you.
5 SIR MARTIN MOORE-BICK: Mr Anderson, we have reached just
6 about the time when we would stop for lunch in the
7 ordinary way, so we are going to stop now. We will come
8 back at 2 o'clock and resume your evidence then.
9 Again, please don't talk to anyone about your
10 evidence or anything relating to it while you're out of
11 the room. All right?
12 THE WITNESS: Thank you, Mr Chairman.
13 SIR MARTIN MOORE-BICK: If you would like to go with the
14 usher, she'll look after you.
15 THE WITNESS: Thank you very much.
16 SIR MARTIN MOORE-BICK: Thank you very much.
17 (Pause)
18 Thank you. 2 o'clock, then, please. Thank you.
19 (1.00 pm)
20 (The short adjournment)
21 (2.00 pm)
22 SIR MARTIN MOORE-BICK: All right, Mr Anderson?
23 THE WITNESS: Mr Chairman.
24 SIR MARTIN MOORE-BICK: Ready to carry on?
25 THE WITNESS: Yes, thank you.

106

1 SIR MARTIN MOORE-BICK: Good. Thank you.
2 Yes, Mr Kinnier.
3 MR KINNIER: Sir, before I recommence examination of
4 Mr Anderson, I should say that the counsel team have
5 been reviewing the evidence of Mr Anderson and Mr Gibson
6 over the course of the short adjournment, particularly
7 having regard to the timetable.
8 In view of the volume of Module 3 questions properly
9 to be put to both witnesses, and in order to accommodate
10 the Module 1 questions within the timetable, we have
11 decided not to examine Module 3 issues with these two
12 witnesses now. Instead, consideration will be given to
13 seeing which Module 3 questions can be investigated by
14 further Rule 9 requests and a recall of these witnesses
15 for oral evidence if necessary at Module 3.
16 SIR MARTIN MOORE-BICK: Thank you very much.
17 MR KINNIER: Thank you, sir.
18 Mr Anderson, we now turn to the topic of Studio E's
19 terms and conditions.
20 We looked a little earlier at a letter sent by
21 Bruce Soune together with a suite of documents. Could
22 we turn that document up, which is {SEA00004562}. I'll
23 just let you familiarise yourself again with that
24 letter.
25 A. Okay.

107

1 (Pause)
2 Yes, thank you.
3 Q. Those documents are essentially the contract documents
4 being sent by Bruce Soune to you to sign; would you
5 agree?
6 A. Yes.
7 Q. Did you read those documents?
8 A. I reviewed them, not necessarily at a great level of
9 detail, because at this point they were draft or
10 considered to be draft.
11 Q. So you read them; yes?
12 A. Yes.
13 Q. Did you sign them?
14 A. No.
15 Q. Why didn't you sign them at this stage?
16 A. If you look down at the second paragraph immediately
17 after the bullet point items, you'll note there it is
18 not possible to finalise the documents until the stage
19 of the proposed novation is decided --
20 Q. Exactly.
21 A. -- and our scope of work is clear, and at this stage
22 that wasn't clear.
23 Q. Exactly, and that leads up to my question: is that the
24 explanation as to why these documents were not signed at
25 this stage in 2012?

108

1 A. Correct.
 2 Q. Thank you.
 3 Among the suite of documents that were sent by
 4 Mr Sounes was the document we can see at {SEA00009823}.
 5 Now, this is a project data document, and if we could
 6 turn to page 5 {SEA00009823/5}, it lists there the
 7 project appointments. I'll just let you have a quick
 8 read of that, so you know what I'm asking you.
 9 (Pause)
 10 A. Yes.
 11 Q. Now, Studio E are listed as being the lead consultant,
 12 lead designer and architect as designer. Did that
 13 reflect your understanding of the contractual
 14 relationship between the TMO and Studio E?
 15 A. Yes, it did.
 16 Q. Just for the avoidance of doubt, at which RIBA stage
 17 were you expecting Studio E to work until?
 18 A. It was unclear whether it would be the end of stage D or
 19 the end of stage E at this point in time.
 20 Q. Thank you.
 21 Appleyards are listed as being the CDMC, contract
 22 administrator, employer's agent and cost consultant.
 23 Again, did that reflect your understanding of the
 24 contractual relationship between the TMO and Appleyards?
 25 A. Yes, bar the fact that contract administrator is also --

109

1 oh, sorry, they are immediately below that, employer's
 2 agent, apologies.
 3 Q. So the answer to my question is yes?
 4 A. It is, yes.
 5 Q. Thank you.
 6 Could we now turn on to TMO's relationship with
 7 Appleyards/Artelia.
 8 You were sent an email from Simon Cash of Appleyards
 9 on 4 April 2012. Now, that is at {ART00006309/3}. He
 10 says there:
 11 "I understand that you have started discussions with
 12 Studio E in connection with improvement works to
 13 Grenfell Tower. Peter Wright has asked me to make
 14 contact with you to discuss cost consultancy services."
 15 Now, Peter Wright was from RBKC; is that right?
 16 A. That's correct.
 17 Q. Were you expecting this email from Simon Cash?
 18 A. I'd expected it much earlier than this, but yes.
 19 Q. Had you been told by Peter Wright or someone else at
 20 RBKC to use Appleyards?
 21 A. Yes.
 22 Q. And who gave you the instruction?
 23 A. Again, that was in a similar vein to that for the
 24 remainder of the pre-construction professional team,
 25 through a variety of contacts at RBKC.

110

1 Q. Now, you responded to that email after a chaser on
 2 12 April 2012, and we can find that at page 1
 3 {ART00006309/1} in this email chain. You say there, in
 4 the second paragraph:
 5 "Essentially, what I require at this stage is the
 6 development of a project works cost budget based upon
 7 the proposals being developed by the design team."
 8 So at this stage, is it right to say that you were
 9 instructing Appleyards as cost consultants at this
 10 point?
 11 A. That's what this specific communication relates to,
 12 although they were from my enquiries of RBKC, so I'd
 13 asked RBKC what conversations they'd had with
 14 Appleyards, but also what their services were in
 15 relation to KALC, because that was the basis upon which
 16 we would be engaging them.
 17 Q. And you understood that Appleyards were separate and
 18 distinct to the design team; is that right?
 19 A. Yes, although, whilst they wouldn't have a direct design
 20 role, I still classed them as a member of the design
 21 team.
 22 Q. Why?
 23 A. Because they're an intrinsic part of the overall
 24 composite make-up of a design team. A costs consultant
 25 advises on costs, an employer's agent advises upon the

111

1 administrative aspects of it and, probably more
 2 importantly, the CDMC role is the one that should be
 3 focusing upon health and safety matters.
 4 Q. So is it right to say that you were not intending to
 5 instruct them to carry out any design role?
 6 A. Not specifically design, no.
 7 Q. Okay. Cost consultancy?
 8 A. Yes, that was -- so, as you highlighted earlier on, CDMC
 9 role, employer's agent, which incorporates contract
 10 administration.
 11 Q. Who would you expect to advise TMO on the design and any
 12 design changes proposed by Studio E or any other
 13 designers?
 14 A. I would have expected either Appleyards in its CDMC role
 15 to advise upon health and safety implications, or
 16 regulatory implications, or Appleyards as employer's
 17 agent to advise as to whether or not the design
 18 evolution had compromised or derogated the employer's
 19 requirements.
 20 Q. Can I take it from that that you considered there was
 21 insufficient knowledge and expertise in-house at the TMO
 22 to provide advice on design and design changes?
 23 A. I think, whilst KCTMO and my directorate and team had
 24 appropriate skills, experience, competencies, resources,
 25 we very much operated on the basis of being a thin

112

1 client , and that we outsourced that element of the
 2 function to the pre-contract professional team.
 3 Q. You go on to say:
 4 "I anticipate your commission being on the same
 5 basis as that for KALC and the team working on Grenfell
 6 must be separate to KALC as it must not impede progress
 7 on that project."
 8 So just to make clear a point you made earlier on,
 9 what you wanted was to use Appleyards but with different
 10 personnel on the different projects?
 11 A. That's correct.
 12 Q. Did anyone give you an express instruction , or indeed
 13 an implied instruction , that progress on KALC ought not
 14 to be impeded?
 15 A. I think there was an implied instruction from RBKC that
 16 we -- our work, the work of the pre-construction
 17 professional team, should not impede the work that was
 18 to be progressed and was being progressed on KALC.
 19 Q. Thank you.
 20 If we can go to the top of this email chain, we see
 21 there that Simon Cash attached a proposal for provision
 22 of QS, EA and CDMC services.
 23 Did you request those services?
 24 A. Yes.
 25 Q. Did you request any other services from Appleyards?

113

1 A. No.
 2 Q. Could we now go to the minutes from the second design
 3 team meeting on 24 May 2012, which can be found at
 4 {ART00006411}.
 5 Now, these are minutes prepared by Studio E. You,
 6 Ricki Sams and Paul Dunkerton were present from the TMO.
 7 If we look under item 1.00, "Introductions", it says:
 8 "Alun Dawson is introduced as the Project Manager,
 9 assisted by David Hale."
 10 Did you understand that to be the case, that
 11 Mr Dawson was undertaking the project manager role?
 12 A. If I may explain --
 13 Q. If you could answer the question first and then we can
 14 take it from there, Mr Anderson.
 15 A. I didn't believe that -- or it certainly wasn't my
 16 understanding that Appleyards were performing the role
 17 of project manager in its industry sense.
 18 Q. Can you explain to us why Appleyards had formed the view
 19 that one of their own would be the project manager?
 20 A. My recollection is that Alun Dawson and one other from
 21 Appleyards were introduced to me as project managers,
 22 not necessarily that they would fulfil the role of
 23 a project manager on the project.
 24 Q. That gives rise to the question: who did you think would
 25 be carrying out the project manager role?

114

1 A. Within the context of the pre-construction professional
 2 team, every member of it was performing a project
 3 management duty.
 4 Q. Isn't it orthodox to have an individual identified as
 5 the project manager?
 6 A. On some construction projects, you may appoint a project
 7 manager in its industry recognised sense. On this
 8 particular project, there was no such role, and there
 9 wasn't a requirement for it, primarily because we had
 10 a lead designer in the form of Studio E, we had
 11 an employer's agent in the form of Appleyards, similarly
 12 CDMC, and a cost consultant.
 13 Q. Now, if I can ask you to turn to {ART00006259}, and if
 14 that could be amplified.
 15 Just to complete this chain again, you confirm the
 16 appointment of Appleyards as outlined in the proposal of
 17 2 May; is that correct?
 18 A. Correct.
 19 Q. Thank you.
 20 Now, can I turn to a separate topic, which is the
 21 TMO's relationship with Exova.
 22 First of all, can you help us how you or the TMO
 23 first came to be aware of Exova?
 24 A. There was a design team meeting. I cannot recall
 25 whether it was hosted by Studio E or it was hosted by

115

1 Appleyards. It was an expansion of a discussion around
 2 fire safety. I recall that Studio E had suggested,
 3 again, that they would like to engage or they felt that
 4 we as clients should engage a fire safety consultant,
 5 and it ...
 6 Q. Thank you.
 7 Now, if we could turn to paragraph 21 of your first
 8 witness statement, which is at {TMO10048968/4}. You say
 9 there that part of your primary involvement in the
 10 Grenfell project was consultant team appointment and
 11 management; is that correct?
 12 A. Correct.
 13 Q. Now, if we can turn to paragraph 67 within this same
 14 witness statement, which is at page 15 {TMO10048968/15},
 15 you say you were responsible:
 16 "... for ensuring that systems were in place to
 17 assess TMO properties for health and safety risks.
 18 An example of this is that I would need to be satisfied
 19 that there was a system in place for assessing
 20 properties for fire risk."
 21 Now, does that mean that you had responsibility for
 22 ensuring that there was a fire safety strategy at
 23 Grenfell?
 24 A. Within the TMO, health and safety and fire safety
 25 matters were dealt with by the health and safety team.

116

1 In my role, I wished to be satisfied and I wanted to be
2 satisfied that appropriate processes were in place and
3 that the relevant documentation was evident, and I did
4 satisfy myself of that.

5 Your specific point about a fire safety strategy,
6 I would say on that that it wasn't a statutory
7 requirement to have a fire safety strategy and there are
8 many buildings that --

9 Q. I'm going to interrupt you, I apologise, Mr Anderson.

10 The question you were asked was clear: did you have
11 responsibility for ensuring that there was a fire safety
12 strategy? What's your answer to that question, please?

13 A. No.

14 Q. Thank you.

15 Where did you think that responsibility lay?

16 A. As I said, there wasn't a statutory requirement to have
17 a fire safety strategy. There's a statutory requirement
18 to have fire risk assessments.

19 Q. And where did responsibility lie, do you say, for
20 conducting those assessments?

21 A. For ensuring that those assessments were carried out,
22 that was the TMO health and safety team.

23 Q. And where did responsibility lie for ensuring there were
24 systems for those fire risk assessments to be carried
25 out?

117

1 A. Again, that was the health and safety team.

2 Q. In this regard, we go to discuss Exova at paragraph 63
3 of your first witness statement {TMO10048968/14}, if you
4 could turn to that:

5 "My understanding is that Exova were initially paid
6 directly by the TMO, which provided the TMO with
7 a direct contractual link to them. I believe this
8 direct link was important as the fire safety strategy
9 and advice was going to be quite crucial to the success
10 of the refurbishment of Grenfell Tower and the on-going
11 management of Grenfell Tower."

12 Can you explain, why did you think it was important
13 to have that direct contractual link?

14 A. For me, fire safety and the health and safety of
15 residents was a key requirement. We were talking about
16 doing quite a lot of work to Grenfell Tower, and some
17 fairly major elements of that would be the
18 reorganisation of the escape routes, for example, from
19 the original construction, and I wanted to be sure that
20 we had a relevant resource that had the competencies and
21 experiences beyond those of the pre-construction
22 professional team to carry out those duties and advise
23 us accordingly.

24 Q. So put differently, you wanted to ensure that Exova's
25 contractual obligations were sufficient to provide the

118

1 advice and strategy to the TMO that the TMO felt was
2 necessary and desirable?

3 A. Yes.

4 Q. Thank you.

5 Can you explain in more detail why you thought that
6 the fire safety strategy and advice would be "crucial to
7 the success" of the refurbishment?

8 A. As I touched on in the previous response, we were
9 proposing to do a lot of changes to the Grenfell Tower,
10 particularly around means of escape, fire safety
11 detection, and whatever proposals we ended up finalising
12 or crystallising, they would have an impact on that, and
13 I wanted an organisation in place with a direct
14 relationship with KCTMO.

15 Q. Were there any particular aspects of the refurbishment
16 project, particular aspects, that caused you concern?

17 A. Although we were at a fairly early stage in the design
18 development, certainly the means of escape was one, the
19 smoke ventilation system was another, in terms of what
20 did we do about that, how do we comply. There was
21 whatever we ended up doing with the external
22 fenestrations. And I think there was -- the other one
23 was actually more to do with access to the tower itself
24 in the event of a fire.

25 Q. Thank you.

119

1 Could we turn to your second witness statement and
2 paragraph 20, which can be found at {TMO00847334/5}.

3 It's the third sentence where you say:
4 "I did not express any view or comment in any way on
5 the scope of Exova's work for the TMO."

6 Given that you thought the direct contractual link
7 was important, why did you not express any view or
8 comment in any way on the precise scope of the work to
9 be carried out by Exova?

10 A. I'd provided the pre-construction professional team with
11 an overview of what I believed to be critical matters
12 from our perspective, as in the KCTMO perspective. I'd
13 also made it quite clear to the pre-construction
14 professional team that direction to Exova about their
15 final role in relation to the evolving design would be
16 dealt with through Studio E.

17 Q. Now, can we follow that through, and if we can turn to
18 give some context to paragraph 21 of this statement,
19 where you say this:

20 "I did not carry out reviews of the reports produced
21 by Exova, nor did I read their reports. Rather, I would
22 have taken guidance from the pre-contract professional
23 team, in particular Studio E and Appleyards. I did not
24 review a draft fire safety strategy before I left the
25 TMO, nor did I act on any recommendations made by Exova

120

1 that I was aware of before I left the TMO. This was the
2 role of the pre-contract professional team."

3 Now, which pre-contract professional team member did
4 you expect to act on the recommendations made by Exova?

5 A. Studio E and Appleyards.

6 Q. Appleyards were retained as EA, QS and CDMC. Did you
7 expect any guidance to come from them in relation to
8 fire safety strategy?

9 A. Yes.

10 Q. What particular guidance would you have expected, given
11 their contractual roles?

12 A. For Studio E, as lead designer, I would expect them to
13 follow codes of practice, regulations, legislation and
14 the like. And from Appleyards, particularly in its role
15 as CDMC, is to advise on any divergence from regulation
16 or recommendations around that.

17 Q. Do you know if anyone at the TMO had read any of the
18 reports or fire safety strategies by the time you left
19 the TMO?

20 A. I didn't read them. My understanding is that
21 Paul Dunkerton may have read them, and that they were
22 also shared with the health and safety team within TMO.

23 Q. Thank you.

24 Could you be shown the minutes from the client
25 meeting that took place on 28 March 2012, which can be

121

1 found at {MAX00000008}. You will note that you were at
2 that meeting, and if we could turn to the entry on
3 page 2 {MAX00000008/2} where it says, "Fire safety
4 advice may be required", which is the penultimate entry
5 under section 4.0, "Additional consultants".

6 Can you recall whether there was any discussion at
7 that meeting about the need for fire safety advice?

8 A. It was only in very general terms that -- because we
9 were at an early stage of the design development, that
10 as that design evolved, there may be a requirement for
11 it.

12 Q. Did Mr Sounes mention which aspects of the project would
13 require fire safety advice or why such advice was
14 necessary?

15 A. I don't recall it at that stage.

16 Q. But it was left that Studio E were to engage
17 a fire safety adviser; is that right?

18 A. Subsequent to this, yes.

19 Q. Did you ask them to do so or did they volunteer to do
20 so?

21 A. They put forward Exova Warringtonfire as a suggestion.
22 I confirmed that that was acceptable to KCTMO and that
23 we would progress that.

24 Q. So put differently -- and apologies for putting maybe
25 the same point differently -- did you recommend that

122

1 Exova were used or was it something that Studio E were
2 solely to investigate?

3 A. Studio E recommended them.

4 Q. Thank you.

5 Did you know Exova by reputation before this time?

6 A. I knew of Exova and I have used Exova previously.

7 Q. Did you carry out any checks yourself to ensure that
8 they were competent to work on the Grenfell project, or
9 was that something you left to Studio E?

10 A. I left that with Studio E, although I was aware that
11 they were very much viewed within that sector as being
12 the market leader.

13 Q. Were you aware that Exova would be required to advise on
14 the overcladding aspect of the project?

15 A. That was my intention.

16 Q. It was your intention?

17 A. Yes.

18 Q. Can we now look at the minutes of the first design team
19 meeting on 19 April 2012, which is at {TMO10001143}.
20 Again, we see that you're present, and also
21 a representative of Exova.

22 Now, if we de-amplify that, we can see that you gave
23 an outline of the project brief.

24 Can you remember who had arranged for Exova to
25 attend that design team meeting in April 2012?

123

1 A. My recollection is that was Studio E.

2 Q. Now, Exova sent a fee proposal to Bruce Sounes on
3 9 May 2012, and if we could turn that up, please, it's
4 at {TMO10003885}. I'll just let you have a quick read
5 of that so you can refresh your memory.

6 (Pause)

7 A. Could we skip to the next page, please? Thank you.

8 Q. Now, Mr Anderson, my first question -- you don't need to
9 read all of it -- do you recall seeing that
10 fee proposal?

11 A. Yes.

12 Q. If we can look at the second paragraph on page 2
13 {TMO10003885/2}, which is the page that's on the screen
14 now, which reads:

15 "The aim of the fire safety work would be to ensure
16 a high standard of fire and life safety for the
17 occupants of the building whilst highlighting any areas
18 of the building's design that may represent an approvals
19 risk."

20 Do you see that?

21 A. Correct, yes.

22 Q. Do you remember reading that?

23 A. I don't remember reading it, but I did read this
24 fee proposal.

25 Q. Did you carry out any checks to make sure that what

124

1 Exova were offering to produce would meet their aim of
 2 ensuring a high standard of fire and life safety for the
 3 occupants of the building?
 4 A. I didn't. I --
 5 Q. Is that something you left to Studio E?
 6 A. I relied on both Studio E to advise on that and
 7 Appleyards in its role as CDMC.
 8 Q. Did you ask the question of Studio E whether what was
 9 proposed met that aim of ensuring a high standard of
 10 fire and life safety for the occupants?
 11 A. My recollection is I asked both Studio E and Appleyards
 12 as CDMC, and that they both confirmed that this was
 13 acceptable to them.
 14 Q. Thank you.
 15 Now, under the heading "RIBA Stage D/E", which is
 16 slightly further down this page, the second paragraph
 17 states:
 18 "The fire safety design would be documented in
 19 a fire strategy report. This document would ultimately
 20 be submitted to the building control authority in order
 21 to achieve regulatory approval."
 22 Were you aware that Exova were to produce
 23 a fire strategy report?
 24 A. Yes.
 25 Q. Were you aware that the report would be submitted in

125

1 order to achieve regulatory approval?
 2 A. Yes.
 3 Q. Do you know if such a report was in fact submitted to
 4 Building Control?
 5 A. I don't.
 6 Q. Who would have been responsible for ensuring that had
 7 been done?
 8 A. My understanding of the process and my expectation would
 9 be that through Studio E that would be submitted.
 10 Q. Did you ever respond to either Studio E or Exova in
 11 relation to this fee proposal, or did you leave it to
 12 Studio E to deal with?
 13 A. No, I recall delegating responsibility to Paul Dunkerton
 14 to go back to Exova following discussions with Studio E
 15 and Appleyards as CDMC to confirm the fee proposal as
 16 acceptable.
 17 Q. So if I can be more precise, you decided that it was
 18 acceptable and you directed Mr Dunkerton to confirm
 19 that?
 20 A. On the basis of guidance from Studio E and Appleyards,
 21 yes.
 22 Q. But you made the decision there?
 23 A. Yes.
 24 Q. Can we look next at the minutes of the project design
 25 team meeting on 25 June 2012, which can be found at

126

1 {SEA00004864}. Now, you're not there, but Mr Dunkerton
 2 was, but you're first on the distribution list.
 3 Do you remember reading these minutes?
 4 A. I don't remember reading them, but I did routinely read
 5 design team meetings minutes.
 6 Q. Can we go to page 3 {SEA00004864/3} of these minutes and
 7 the heading "Previous actions" at the bottom half of the
 8 page. You will see the second entry reads:
 9 "There is no existing fire strategy for the
 10 building. Exova will need to prepare one as part of the
 11 upgrade works. SE [Studio E] to chase."
 12 Do you remember reading that?
 13 A. Yes.
 14 Q. Now, given your role in relation to systems and ensuring
 15 there are proper systems in place, were you concerned
 16 that there was no existing fire strategy for the
 17 building?
 18 A. I wasn't concerned. It is common for buildings of that
 19 age not to have an original fire strategy. We are
 20 talking about a property that was occupied in 1974.
 21 What I did seek clarity on was that we actually had
 22 a fire risk assessment that was in accordance with the
 23 Regulatory Reform Order, and that was confirmed to me.
 24 Q. That's not minuted there, is it, I don't think?
 25 A. It isn't. I wasn't at the meeting to ask that question.

127

1 Q. Did you email Mr Dunkerton, for example, afterwards?
 2 A. I can't recall whether I emailed or he emailed me. We
 3 had a discussion around this. The fire risk assessment
 4 was obtained from the KCTMO health and safety team and
 5 it was provided to the pre-construction professional
 6 team and Exova.
 7 Q. Now, can we look at the minutes for the next project
 8 meeting on 18 July 2012, which are at {SEA00005254}.
 9 Again, you're not present, but Mr Dunkerton is.
 10 Before we go on to "Previous actions" at page 4, you
 11 mentioned earlier in your evidence that you juggled
 12 a number of your commitments at the time. Is this the
 13 type of meeting which you wouldn't have attended but
 14 would have sent Mr Dunkerton to represent the TMO's
 15 interests?
 16 A. Yes.
 17 Q. Now, if we go to page 4 {SEA00005254/4} and the heading
 18 "Previous actions", you will see there as the final
 19 item:
 20 "There is no existing fire strategy for the
 21 building. Exova to proceed."
 22 Can you remember reading that entry?
 23 A. I'm sure I did.
 24 Q. And can you remember whether at this time, given the
 25 absence of an existing fire strategy, you chased

128

1 Mr Dunkerton as to what was happening about the fire
 2 risk assessment? Can you remember what you did in
 3 response to seeing that entry?
 4 A. I recall Paul and I having conversations -- I can't
 5 recall when -- around providing -- well, one, checking
 6 that fire risk assessment was in place, that was
 7 subsequently confirmed by the KCTMO health and safety
 8 team, and subsequently a copy of that was provided to
 9 the pre-construction professional team and Exova.
 10 Q. Were you aware or did you ask what steps Exova had taken
 11 to produce a fire strategy when you saw this?
 12 A. No.
 13 Q. Did you know whether Exova had even visited the tower by
 14 this stage?
 15 A. My understanding from the feedback I'd had was that
 16 Exova had visited, but it was an external view only.
 17 Q. Can we go to the design team meeting on 26 July 2012,
 18 and that is at {SEA00005606}. Again, you're present
 19 with Mr Dunkerton. If we can go to page 4
 20 {SEA00005606/4}, under "Quantity surveyor", the final
 21 entry:
 22 "There is no existing fire strategy for the
 23 building."
 24 Now, I think that is the third time that absence had
 25 been noted in the minutes.

129

1 Can you remember what steps you asked to ensure that
 2 Exova had started work on obtaining or preparing a fire
 3 safety strategy?
 4 A. I can't recall what I'd asked in relation to that. I'm
 5 finding it slightly perplexing, given that the wording
 6 and the phraseology there is exactly the same as the
 7 previous meeting.
 8 Q. But equally there is no reference to your seeking
 9 an update regarding the fire risk assessment, is there?
 10 A. No.
 11 Q. No.
 12 A. Excuse me, Mr Kinnier, I believe you meant fire safety
 13 strategy, rather than fire risk assessment.
 14 Q. No, I asked you about fire risk assessment.
 15 A. My understanding is that, I don't know exactly when, but
 16 the fire risk assessment, which was from much earlier,
 17 had been provided.
 18 Q. Okay.
 19 Now, a draft fire strategy was produced by Exova on
 20 16 August 2012, and we see that at {TMO10001925}. Now,
 21 did you read that report?
 22 A. No, I didn't.
 23 Q. Why?
 24 A. I don't recall.
 25 Q. But you're absolutely certain you didn't read it?

130

1 A. Definitely.
 2 Q. Can you give us an explanation as to why you didn't read
 3 it?
 4 A. I don't know whether it was issued to me. Even if it
 5 had been issued to me, I would have very much been
 6 relying upon the pre-construction professional team and
 7 Appleyards in the role of CDMC to review the detail of
 8 it and bring back any recommendations or alterations
 9 that were required to it.
 10 Q. You didn't think you would bring to bear some of your
 11 experience and expertise and the benefit of your
 12 continuing CPD to read its contents and satisfy yourself
 13 as to what had been done?
 14 A. Again, I can't say whether I -- I don't recall seeing
 15 this document.
 16 Q. Now, could I ask you to go to an internal Exova email
 17 sent by the author of this report, Cate Cooney, on
 18 16 August, and that can be found at {EXO00001279}. If
 19 you can see the large paragraph at the start, and three
 20 lines up, Cate Cooney said:
 21 "They are making an existing crap condition worse so
 22 it's a matter of working the worse bits out and making
 23 the new stuff work. No sprinklers wanted. LABC
 24 building control Kensington and Chelsea - do we have any
 25 contacts there?"

131

1 Now, were you ever told, either by Studio E or
 2 anyone else, that the proposed changes would be making
 3 the existing building worse from a fire safety point of
 4 view?
 5 A. I've never had that relayed to me. I've not seen this
 6 email before.
 7 Q. Now, you were at the meeting on 26 July 2012, which was
 8 attended by Clare Barker from Exova. Can I ask you the
 9 specific question: did she raise anything at that
 10 meeting along the lines of this comment?
 11 A. I don't recall anything of that being raised.
 12 Q. Now, in that penultimate and final line of that
 13 sentence, it says "No sprinklers wanted".
 14 Can you remember, was that the TMO's considered view
 15 at the time, that you didn't want to install sprinklers?
 16 A. I don't recall that specifically, and certainly didn't
 17 give an instruction to the pre-construction professional
 18 team that we shouldn't install sprinklers. I am aware
 19 that the general view within Building Control, fire
 20 authorities, et cetera, was not to install sprinkler
 21 systems if they weren't essential.
 22 Q. That comes on to my next question, which is: were
 23 sprinklers ever discussed as a possible option at
 24 Grenfell?
 25 A. I do recall there being general discussion around it,

132

1 but nothing further beyond that.

2 Q. Okay.

3 Can you remember who the participants were in the
4 general discussion? Were you involved as a starting
5 point?

6 A. No, I didn't start that discussion. My recollection is
7 that Studio E fed back following conversations that
8 they'd had with Building Control.

9 Q. Okay, thank you.

10 Now, you attended a design team meeting on
11 6 September 2012, and we can see the minutes at
12 {SEA00006157/2}. If you could amplify down there, you
13 see below halfway there is a heading "Fire", and there
14 is a second entry there which says:

15 "Draft fire strategy needs detail interrogation and
16 a meeting was arranged with SE [Studio E] early
17 next week to review."

18 Do you remember any discussion about the substance
19 of the fire safety strategy at that meeting?

20 A. My recollection is that, following the initial draft --
21 which, as I said, I hadn't read -- there were some
22 elements of it that required clarification, and that
23 clarification could either come from KCTMO, in terms of
24 its management of the building, so the stay-put policy
25 or vacate, LFEPA, London Fire and Emergency Planning

133

1 Authority, or from Building Control.

2 Q. Was it any cause of concern for you that the draft
3 required further detailed interrogation?

4 A. It wasn't at this stage, and I go back to the point
5 earlier that this building didn't require a fire
6 strategy at that point in time. The fire strategy was
7 intended to baseline the design to be implemented, and
8 there would be a further fire safety strategy required
9 as part of the works that had been completed.

10 What was in place and I did need to satisfy myself
11 of, and did, was that, under the Regulatory Reform (Fire
12 Safety) Order, a fire risk assessment had been carried
13 out and that the requirements of that had been
14 communicated across KCTMO and to residents.

15 Q. When you say you wanted to ensure that its contents had
16 been communicated out to KCTMO and to residents, can you
17 help us as to whom you gave the instruction to do so?

18 A. I wouldn't have given that instruction, that would have
19 come from the health and safety team, but what I do know
20 is that part of the process was that that information
21 was shared with residents via the housing management
22 function, and through the local estate management
23 office, and that within KCTMO it was the health and
24 safety team that forward communicated that to each of
25 the relevant departments.

134

1 Q. Did you satisfy yourself that the procedures were in
2 place to do that, or did you satisfy yourself that the
3 substance was actually communicated? Which one was it?

4 A. Both.

5 Q. What did you do to ensure that the substance had been
6 communicated? Who did you ask? Who did you email?

7 A. I didn't need to ask, I'd actually seen it for myself at
8 Grenfell Tower. It was evident on the noticeboard.

9 Q. So it was the noticeboard, and just to be more precise,
10 what was it on that noticeboard that satisfied you?

11 A. It was the fire risk assessment.

12 Q. Thank you.

13 A. There was also a copy of it in the information box.

14 Q. And you double-checked that yourself, did you?

15 A. Yeah, and a copy -- in fact, the one I did check is the
16 wardens, the estate wardens, was that they had a copy as
17 well.

18 Q. Thank you.

19 Could we turn now to the outline fire safety
20 strategy provided by Exova on 31 October 2012, which can
21 be found at {EX000000519}.

22 Can you remember, did you receive this report?

23 A. I don't know. I don't recognise it.

24 Q. Would it follow, therefore, that you don't know whether
25 you read it, or is it likely that you didn't?

135

1 A. I don't recall reading it.

2 Q. If we can turn further into section 1 in the outline
3 strategy, page 4 {EX000000519/4}, and if I could ask you
4 to skim-read that for me, Mr Anderson.

(Pause)

6 A. Okay.

7 Q. Would you agree with me that there is no reference there
8 to cladding or overcladding?

9 A. No, there isn't.

10 Q. So is it fair to say that you weren't aware that
11 cladding/overcladding was not mentioned there?

12 A. I wasn't.

13 Q. Could I ask you to turn to paragraph 3.1.4 on page 8
14 {EX000000519/8} of this outline. Thank you. I'll just
15 let you read that, Mr Anderson.

16 A. Okay.

17 Q. Assuming you didn't read this outline, were you made
18 aware of what was set out at paragraph 3.1.4, namely:

19 "It is considered that the proposed changes will
20 have no adverse effect on the building in relation to
21 external fire spread but this will be confirmed by an
22 analysis in a future issue of this report."

23 A. I wasn't.

24 Q. If you had been made aware of it, would you have been
25 concerned that, given the overcladding, the report did

136

1 not confirm there would be no adverse changes from that?

2 A. I would find that very alarming, and one of my first

3 actions would probably be, in as polite a way as

4 possible, "How do you expect us to comply with that

5 requirement of the approved document?"

6 Q. Could I turn to paragraph 64 of your first witness

7 statement, which can be found at {TMO10048968/14}, where

8 you say:

9 "... the fire safety strategy had not been finalised

10 by the time I left the TMO."

11 Did you meet or speak to Peter Maddison as part of

12 a handover arrangement?

13 A. Peter and I had three, maybe four handover discussions

14 prior to him starting. Originally Peter was expected to

15 start with KCTMO, end of December/beginning of January.

16 That was subsequently postponed.

17 Q. Did you discuss the question of finalising the fire

18 safety strategy in any of those three or four meetings

19 you had with him?

20 A. I can't recall it specifically. We did cover salient

21 points to do with the project. The more detailed

22 handover I had was actually with Paul Dunkerton, in

23 terms of outstanding issues and what needed to be

24 progressed.

25 Q. Can you remember whether you raised the question of the

137

1 fire safety strategy with him as part of those

2 discussions?

3 A. I don't know if I raised the strategy specifically.

4 I did raise fire safety.

5 Q. In what way did you raise fire safety? What substance

6 concerned you sufficiently to raise it with him?

7 A. It wasn't so much a concern, it was more about the fact

8 that, as part of the evolving design, the fire safety

9 strategy going forward needed to be finalised, and it

10 was something that I was quite keen to make sure he was

11 aware of.

12 Q. Are there any notes or minutes of the meetings that you

13 had with Mr Maddison? Did you make any?

14 A. I didn't. I know that Peter took notes himself.

15 Q. He did or didn't?

16 A. He did.

17 Q. And did you make any notes of your "handover"

18 meetings/discussions with Mr Dunkerton?

19 A. No, Paul did that.

20 Q. Paul did that?

21 A. Yes.

22 Q. Now, there is one final point before we leave this

23 topic. It relates to the duration of Exova's retainer.

24 If I could ask an email to be put up on the screen,

25 {EXO00000549/2}. It's an email of 18 July, and Artelia

138

1 emailed Exova, and the email starts:

2 "Terry

3 "I just wanted to drop you a short note, to confirm

4 that the Client has now confirmed your proposed fee is

5 approved - to which end we would now ask that you engage

6 with Bruce @ Studio E, in respect of the above project

7 forthwith.

8 "We are currently reviewing how to formalise

9 consultant appointments - as it may be that we have one

10 main appointment with Studio E who then sub-consult to

11 all other parties (incl yourselves), which may take

12 a week or so to resolve"

13 The question is this: did you expect Exova to be

14 retained for the duration of the project?

15 A. Yes, I did, subject to, if there were to be a novation,

16 they would be retained client-side, and that was also

17 part of the driver for KCTMO commissioning them in the

18 first instance.

19 Q. Thank you.

20 I now turn to a separate topic, a new one, which is

21 the budget. Could I ask you to turn to your second

22 witness statement, which is at {TMO00847334/6},

23 paragraphs 24 through to 26.

24 It might be useful if I just let you refresh your

25 memory of those three paragraphs, Mr Anderson.

139

1 A. Thank you. It's 24, 25, 26?

2 Q. Yes, please.

3 A. Thank you.

4 (Pause)

5 Thank you.

6 Q. Thank you, Mr Anderson.

7 Now, you have noted at paragraph 24 that you were

8 involved in constructing and presenting the initial

9 budget to the board, which was £6.2 million, funds which

10 were to be derived from the sale of Elm Park Gardens and

11 £3 million from the capital budget.

12 Now, what role did you have in setting that budget?

13 A. The budget-setting process was very much informed or

14 I was guided very much by Appleyards in their cost

15 consultancy capacity, and so I very much relied upon

16 them to provide construction budget figures, and from

17 that then derived an overall project budget.

18 Q. Thank you.

19 Can you help us, how was the figure of £6.2 million

20 calculated and by whom?

21 A. The £6.2 million was calculated by RBKC. It was on the

22 basis of receipts that they received from the sale of

23 Elm Park Gardens' sub-basement areas. That was a matter

24 that they took forward to their Cabinet. You drew

25 attention to that report earlier today.

140

1 The overall budget estimate at this point in time,
 2 construction budget estimate at this point in time --
 3 actually, no, apologies. The overall project budget at
 4 this point in time was £9.2 million, and the balance of
 5 that came from capital programme funds.
 6 Q. Apologies for the crudity of it, but is it fair to say
 7 that the budget was primarily based on availability of
 8 funds at this stage?
 9 A. No. If that were to follow, then the budget would only
 10 be £6.2 million. There was a realisation that the
 11 £6.2 million from the sale wasn't the full budget, and
 12 that things like kitchens, bathrooms, electrical
 13 upgrades, would be funded through the capital programme.
 14 Q. You say in paragraph 25 that you were unable to recall
 15 exact dates or the detailed substance of any discussions
 16 in relation to the budget, and you refer there to
 17 directors of housing and finance at various points.
 18 When you say directors of housing, just to be clear,
 19 you are referring there to RBKC's director of housing,
 20 ie Laura Johnson; is that right?
 21 A. And the director of finance as well, yes.
 22 Q. Could we turn to the project brief as prepared by
 23 Appleyards on 30 August 2012, which is at {ART00006284}.
 24 If that could be expanded, particularly the central
 25 section dealing with budget. It says there:

141

1 "The refurbishment has secured funding of £6m (inc
 2 all fees etc) from RBKC for carrying out the
 3 refurbishment, but we have been advised by the client
 4 that should it be necessary (as per recent budget cost
 5 appraisals) a further £2m can be sourced from Capital
 6 Expenses."
 7 First of all, did you see this brief?
 8 A. No, I can't say whether I did or not.
 9 Q. Can you help us on whether it was correct to say that
 10 £6 million was being funded by RBKC and £2 million would
 11 be derived from capital expenses?
 12 A. Could you tell me the date of this again, please?
 13 Q. Yes, if you scroll up, it's 30 August 2012.
 14 A. 30 August 2012. Certainly the £6 million is correct.
 15 Q. Yes.
 16 A. The £2 million is not, because by the time we'd got to
 17 that point in the year, the overall project budget was
 18 £9.5 million.
 19 Q. And presumably the £2 million in capital expenses would
 20 come from the council rather than the TMO?
 21 A. Yes, all funds came from RBKC.
 22 Q. Thank you.
 23 To whom would you speak at RBKC in relation to
 24 consideration/discussion of the budget?
 25 A. Just clarifying one point, so the --

142

1 Q. Of course.
 2 A. What's described there as capital expenses is actually
 3 capital programme.
 4 Q. Understood.
 5 A. Any funds coming out of the capital programme would have
 6 been pre-determined. So on an annual basis KCTMO
 7 informed RBKC as to what capital programme funds were
 8 required. They were approved separate to
 9 Grenfell Tower.
 10 In terms of who those conversations would have been
 11 with at RBKC, again, that would have been -- it would
 12 have certainly been Laura Johnson, director of housing,
 13 potentially others within her team or directorate. Also
 14 possibly director of finance at RBKC, but certainly the
 15 capital accountant for the HRA, housing revenue account.
 16 Q. Who would that be?
 17 A. I can't recall his name.
 18 Q. Okay.
 19 Again, apologies for the blunt question, but if
 20 there needed to be an increase in budget, to whom would
 21 you turn at RBKC for that discussion?
 22 A. Initially that would be a conversation with
 23 Laura Johnson.
 24 Q. Can you assist us with what RBKC's reaction was when
 25 there was a case for a budget increase?

143

1 A. We'd always made it clear from the outset that the
 2 £6 million generated from Elm Park Gardens receipts
 3 would need to be combined with funds from the capital
 4 programme. I believe you will see from the documentary
 5 evidence that that was a position at a very early stage
 6 in 2012.
 7 Q. Thank you.
 8 Following that project brief, you were sent an email
 9 from David Hale of Appleyards on 13 September 2012, and
 10 that can be found at {ART00006233}. If I could just ask
 11 for that to be amplified.
 12 I'll let you have a quick read of that, Mr Anderson.
 13 (Pause)
 14 A. Okay.
 15 Q. Now, the email before said that the cost was estimated
 16 at £9.28 million, ie over the then current budget.
 17 Now, in David Hale's email he says:
 18 "... we need to evaluate the scope of works in line
 19 with the BREEAM Pre-Assessment issued by Syntegra, and
 20 bottom out where we can achieve savings if possible."
 21 What was your reaction to the fact that the proposed
 22 scope of works was projected to cost overbudget in the
 23 first place?
 24 A. I think my first point is that the budget was
 25 £9.5 million for quite some time, and Appleyards knew

144

1 that as well. I'm aware that they didn't necessarily
 2 share the entire detail of that with the
 3 pre-construction professional team members.
 4 This particular -- or that particular paragraph, I'm
 5 aware that, through discussions with Building Control
 6 and planning, there was a late desire for us to achieve
 7 BREEAM level 3, I believe it was, which is
 8 an environmental assessment approach originally
 9 developed by the Building Research Establishment, and
 10 that hadn't been factored in originally. So that then
 11 potentially gave rise to a cost pressure that needed to
 12 be addressed.
 13 Q. When you communicated this information on within the
 14 TMO, did you put that explanation on it when you were
 15 explaining it to others?
 16 A. Not at that stage, because the full impact of it wasn't
 17 known.
 18 Q. Can you remember what the reaction was at the TMO to the
 19 news that the cost was over the then specified budget?
 20 A. Within the TMO, the project budget was always known as
 21 being £9.5 million.
 22 Q. And so caused no undue concern?
 23 A. Yeah. There was a desire within the TMO to bring it in
 24 below that, but the ultimate cap as approved at that
 25 point was 9.5.

145

1 Q. Thank you.
 2 Now, following the email from Mr Hale, Bruce Sounes
 3 sent an email on 14 September. Could we bring that one
 4 up, please, {ART00006540}.
 5 Now, just above the box entitled "Cost Plan", the
 6 third sentence in that paragraph states:
 7 "The magnitude of the extra cost means that unless
 8 the budget is increased or the scope reduced (or value
 9 engineered) we are at an impasse."
 10 Now, the first question is this: Mr Sounes seemed to
 11 be less relaxed than your evidence just recently given
 12 tends to suggest.
 13 Did this observation cause you surprise, if you had
 14 known about it?
 15 A. I --
 16 Q. Well, you did know about it, sorry, it was an email sent
 17 to you.
 18 A. I have been sent it. Sorry, I'm just getting used to
 19 the date format that's on here.
 20 Q. I apologise, some of them are American. Apologies.
 21 A. Yes, I was aware of this communication, and I wasn't
 22 particularly surprised because around this time there
 23 were some other dynamics being introduced into the mix.
 24 So RBKC, for example, had asked us if we could broaden
 25 the scope of work, and within the pre-construction

146

1 professional team, that caused some angst because they
 2 obviously got it to a point where they thought they had
 3 bottomed everything out, only to have some additional
 4 elements introduced.
 5 Q. Apologies, Mr Anderson, I cut across you.
 6 What did you understand Bruce Sounes to mean when he
 7 suggested value engineering the scope?
 8 A. How could we achieve the same outputs for a reduced sum
 9 of money.
 10 Q. Were you in favour of that course?
 11 A. Provided it didn't compromise what the outputs were or
 12 the technical aspects of those, I would be more than
 13 happy to entertain those as discussion items.
 14 Q. If it had been put more bluntly as cost-cutting as
 15 opposed to value engineering, what would have been your
 16 response then?
 17 A. Then we'd have a more serious conversation about where
 18 they were coming from.
 19 Q. Could we look next at the minutes of the project meeting
 20 held on 4 October 2012 which can be found at
 21 {ART00006468}.
 22 Now, you weren't there but you're on the
 23 distribution list. Can we turn to the second page
 24 {ART00006468/2}. We see there:
 25 "MA confirmed Stage C costs over budget ..."

147

1 The final entry on that page, sorry:
 2 "... but that there was sufficient scope for [value
 3 engineering] to proceed beyond Stage C. Studio E to
 4 issue Stage C report for sign off including design
 5 options above."
 6 A. Mr Kinnier, could I ask a question here?
 7 Q. It's not the usual dynamic, but no, please do.
 8 A. It's just that the record indicates I wasn't at the
 9 meeting, but the detail indicates I was.
 10 Q. Well, it could well be that Mr Dunkerton communicated it
 11 as well.
 12 A. Right.
 13 Q. It could be.
 14 A. Okay. Sorry, back to your point, the final --
 15 Q. Actually, if you scroll up -- sorry, I may have misled
 16 you there. Can you see there --
 17 A. Ah, yes.
 18 Q. -- "Further notes from [meeting] with Mark Anderson ..."
 19 A. Thank you.
 20 Q. There you go.
 21 A. Right, thank you very much.
 22 Q. Well done. Right.
 23 A. Would you mind scrolling down again, please?
 24 Q. Yes, of course. Go to the very bottom entry, end of the
 25 page.

148

1 A. Thank you. And apologies, your question around that
2 point?
3 Q. A valuable interruption.
4 How had you determined the scope of value
5 engineering to be able to say that you could proceed
6 beyond stage C?
7 A. I can only deduce that the figure that had been included
8 in the stage C cost report was actually less than the
9 budget we had available.
10 Q. Had you discussed the substance of value engineering
11 with anyone else at the TMO at this time?
12 A. No, because no detail had been provided at that point.
13 Q. Not even in sort of broad outline terms?
14 A. No.
15 Q. And would the same apply to discussions with anyone at
16 RBKC?
17 A. Correct.
18 Q. Thank you.
19 Now, you provide an update to the TMO board at
20 a board meeting on 15 November 2012. If we could turn
21 up the minute, {TMO10001766/92}. If we look at
22 paragraph 6.2, you reported that:
23 "The total project budget for the combined works is
24 £9.4m. This comprises £6m regeneration works, £2.5m
25 Capital Programme works and £0.9m contingency."

149

1 Can you help us, where had the increase in the
2 budget come from?
3 A. The increase in budget provision, as I'd said right from
4 the outset, we, as in KCTMO, our thinking was that
5 overall budget was likely to be around £9.5 million.
6 That -- the actual projected cost plan or construction
7 cost I believe started at £5 million to £6 million
8 following the Hunters report. Then, as the
9 pre-construction professional team developed their
10 design, Appleyards took that and issued -- forgive me,
11 I believe it was monthly cost reports that ultimately
12 brought us to this position.
13 Q. Had the budget, whether it's 9.4 or 9.5 million, been
14 signed off by the TMO executive at that stage, so
15 November 2012?
16 A. There were various stages. I can't recall the precise
17 figures. You've certainly put up two board reports that
18 indicated that.
19 Q. Now, the issue of budget culminated in a report going to
20 RBKC, and if we can go to the report you submitted to
21 the TMO board, first of all, on 8 January 2013, which
22 I think is incorrectly referred to as 2012, and that
23 increased the budget to £9.768 million. If we can go to
24 that, it's at {TMO10001898/74}, you see there at 6.2 the
25 9.768 figure.

150

1 Now, was that then put forward to RBKC, Mr Anderson?
2 A. It was put forward to RBKC prior to this board report
3 being considered. So in the December 2012 there was
4 a conversation with RBKC about the projected costs
5 arising out of the stage D cost plan assessment --
6 Q. Stage D?
7 A. Sorry, the stage D cost plan assessment by Appleyards,
8 and there was a subsequent conversation on the back of
9 that with RBKC, which was both Laura Johnson and their
10 finance team.
11 Q. So would it be right to say that there were concerns, if
12 not pressures, about budget coming from both TMO and
13 RBKC because of those stage D costs?
14 A. Yes, there were concerns, but in terms of the funding,
15 certainly from the discussions I'd had and my knowledge
16 of them was that it was funding that could be managed.
17 Q. Because of these discussions, were you obliged to have
18 any discussion with professionals, contractors,
19 consultants about their costs?
20 A. Not at this stage, no. My recollection from those
21 discussions in December was that RBKC's perspective on
22 it was that, as long as we kept it below £10 million,
23 they were comfortable.
24 Q. Of course, I think I'm right in saying 8 January 2013
25 was your last day?

151

1 A. It was indeed.
2 Q. Thank you.
3 If I could ask you to turn to your second witness
4 statement, which is at {TMO00847334/6}, paragraph 26,
5 which is where we started some time ago, you say that
6 you recall:
7 "... concerns arose in late 2012 as Leadbitter's
8 proposed costs were not in line with the indicative cost
9 plan produced by Appleyards. This disparity led to
10 conversations about the realism of Leadbitter's costings
11 and their potential future involvement in the project."
12 Were these the concerns we've just been discussing?
13 A. No, I don't believe they were. My recollection of this
14 is that -- as you've seen in that previous item that was
15 on display -- we were £9.7 million approximately. On
16 a monthly basis Appleyards were trying to obtain more
17 definitive cost proposals for the construction work from
18 Leadbitter. That had proved extremely difficult to
19 realise, and I don't believe it ever was realised.
20 Q. Thank you.
21 A. But they would give ballpark figures, and my
22 recollection around this time was that the ballpark
23 provided by Leadbitter was 12 to 13 million construction
24 cost.
25 Q. You say you recalled concerns arising. Can you help us,

152

1 from whom did they arise?

2 A. Well, I certainly had concerns about that, because it

3 either meant that Leadbitter were inaccurate with their

4 figures, Appleyards' cost analysis and breakdown was

5 inaccurate, or it was a combination of the two.

6 Q. Can you remember any concerns arising from anyone at

7 RBKC?

8 A. Not in terms of the specific about that, but there were

9 conversations, probably from about November 2012

10 onwards -- I certainly had conversations with

11 Laura Johnson about Leadbitter in general terms -- in

12 terms of their collaboration or lack of engagement with

13 progression, et cetera.

14 Q. Anyone else at RBKC that you can remember now?

15 A. There were others in the room, but, you know, it was

16 meetings chaired by Laura, so ...

17 Q. Understood.

18 Were the rest of the project team aware of the

19 concerns that were arising in late 2012?

20 A. They certainly were, because I think from certainly

21 November onwards, possibly even October 2012, the cost

22 plan information and the figures coming back from

23 Leadbitter, we weren't keeping it secret, we were

24 sharing it with the pre-construction professional team.

25 Appleyards were being quite open about their analysis of

153

1 it, and that was shared with the pre-construction

2 professional team.

3 Q. I'm sorry to interrupt you, I can take you to some

4 contemporaneous emails just to help here. Can I ask you

5 to turn to {TMO00848811/4}. There ought to be an email

6 there, 29 November, 13.26, it's an email from you to

7 Colin Chiles, who is at Leadbitter, isn't he?

8 A. That's correct.

9 Q. Or was, I should say. You register dissatisfaction with

10 lack of engagement and project progression. That's what

11 you were referencing earlier; is that right?

12 A. Correct.

13 Q. Thank you.

14 If we can go further up, the next email actually,

15 just for sake of completeness, page 3 {TMO00848811/3},

16 Colin Chiles replied there on 3 December:

17 "I share your frustration."

18 Then sets out his mitigation.

19 Then if we could scroll down, just for the sake of

20 completeness.

21 Now, if I can ask the Opus operator to take us up to

22 the first page {TMO00848811/1} in this chain of email

23 correspondence, and hopefully there is an email there

24 from Alun Dawson to you in which he says that Leadbitter

25 are deliberately not progressing the project unless and

154

1 until £6,000 of PCA fees are finalised, which wasn't the

2 approach they took at KALC, which is in the last

3 paragraph on that page.

4 Does that ring a bell with you?

5 A. It does, and I recall having the conversation, certainly

6 with Alun Dawson, I think with Simon Cash as well, at

7 Appleyards, about this email string, because there -- as

8 the string evolved, there appeared to be disparity

9 amongst the parties and their contention and

10 recollection of the situation.

11 Q. Did the correspondence indicate to you a broader

12 breakdown in the relationship with Leadbitter?

13 A. It was quite a surprising situation because in

14 face-to-face meetings with Leadbitter representatives,

15 this wasn't their tone. But when they were pressed for

16 information, et cetera, it became quite defensive,

17 almost adversarial.

18 Q. Could we turn to {ART00000639}. Now, this is a draft

19 email, you can see from the header, dated

20 3 January 2013. You're the last on the copy list.

21 A. Yeah.

22 Q. The email says, in the third paragraph, towards the end

23 of the line:

24 "RBKC will now no longer be recommending the TMO

25 proceed with you on the latter and will advise them to

155

1 re-tender the works to a list of contractors not

2 including Leadbitter."

3 Was that draft -- well, given you left on the 8th,

4 this draft was prepared whilst you were still in post;

5 that's right, isn't it?

6 A. That's correct.

7 Q. Can you flesh out for us the discussions that had been

8 had at RBKC/TMO that resulted in this draft being

9 prepared?

10 A. As is actually indicated in the draft there, at

11 Laura Johnson's SRO KALC meetings, Grenfell Tower was

12 always discussed, and from some time October/November --

13 in fact, I believe the date here, December 2011, is

14 incorrect. That should be December 2012 in the first

15 line --

16 Q. Yes.

17 A. -- was that there had been discussions about

18 difficulties in getting Leadbitter (1) to engage with

19 the governance arrangements around the IESE framework

20 agreement, and (2) to actually get them to dedicate

21 resources to progress the project through to a point

22 where novation and the PCA could be completed. And that

23 had been discussed, as Laura indicates there, certainly

24 at the November meeting and the December meeting of

25 2012.

156

1 My recollection is that this was a draft that was
 2 discussed at the January meeting. I don't know if it
 3 was sent. But that was very much where this had come
 4 from.
 5 Q. That's useful.
 6 A. I understand in parallel, because I attended those
 7 meetings, that there had been some issues with
 8 Leadbitter in relation to the KALC project, not so much
 9 to do with the academy element of it but the leisure
 10 centre element.
 11 Q. Understood.
 12 Now I want to leave that topic and come on to deal
 13 with some matters arising in relation to the cladding.
 14 SIR MARTIN MOORE-BICK: Now, Mr Kinnier, I'm just wondering
 15 whether that is a convenient point at which to have
 16 a break, or are you very near the end?
 17 MR KINNIER: I've probably got quarter of an hour to go,
 18 sir.
 19 SIR MARTIN MOORE-BICK: By your estimation.
 20 MR KINNIER: Counsel's estimate, so all caveats and health
 21 warnings apply, sir. It may be a useful place to break
 22 for ten minutes.
 23 SIR MARTIN MOORE-BICK: We will take our usual break of
 24 15 minutes, yes.
 25 MR KINNIER: Thank you.

157

1 SIR MARTIN MOORE-BICK: Mr Anderson, we will have a break at
 2 this point in the afternoon. We will stop now and come
 3 back at 3.35. Mr Kinnier says he only has 15 minutes
 4 more questions, so perhaps that's what it will be, we
 5 will see.
 6 Anyway, you go with the usher, if you would, please,
 7 and remember not to talk to anyone about your evidence
 8 while you're out of the room, please.
 9 THE WITNESS: Thank you, Mr Chairman.
 10 SIR MARTIN MOORE-BICK: Thank you.
 11 (Pause)
 12 All right, 3.35.
 13 MR KINNIER: Thank you, sir.
 14 (3.20 pm)
 15 (A short break)
 16 (3.35 pm)
 17 SIR MARTIN MOORE-BICK: All right, Mr Anderson, ready?
 18 THE WITNESS: Thank you, Mr Chairman.
 19 SIR MARTIN MOORE-BICK: Thank you very much.
 20 Mr Kinnier.
 21 MR KINNIER: Mr Anderson, we're now moving to the question
 22 of the cladding, and you stated at paragraph 47 of your
 23 first witness statement {TMO10048968/11} that
 24 overcladding of Grenfell Tower was a priority for the
 25 project as one of the primary goals was to improve the

158

1 thermal efficiency of the building for the benefit of
 2 residents.
 3 Now, given your knowledge of Lakanal and the issues
 4 arising at Lakanal, given the CPD you had undertaken
 5 which you said earlier covered the lessons from Lakanal,
 6 did that knowledge inform the approach you took when
 7 considering the design proposals for cladding on the
 8 tower?
 9 A. I don't think it necessarily needed to inform the
 10 thinking of the pre-construction professional team. My
 11 understanding and recollection throughout my engagement
 12 with KCTMO was that the cladding, regardless of the type
 13 or types that were being considered, were that they
 14 encompassed inert or, put another way, non-combustible
 15 materials that conformed with legislation and, in
 16 particular, the approved document.
 17 Q. Right.
 18 It's probably useful at this point to come on to
 19 paragraph 51 of your first witness statement, which is
 20 at {TMO10048968/12}. You say there in the second line:
 21 "... the overall concept for the cladding
 22 construction was an inert insulation material and zinc
 23 rainscreen system with a self-colouration finish."
 24 And that you have no knowledge of why a different
 25 cladding composition was ultimately used after you left.

159

1 If I can take you to paragraph 16 of your second
 2 witness statement, which is at {TMO00847334/4} you have
 3 stated that this was a:
 4 "... design philosophy that had been developed by
 5 the pre-contract professional team. However I do recall
 6 that Studio E were very much the leading force behind
 7 the concept of a self-finished zinc rain screen system.
 8 Many design proposals were considered but at the time of
 9 these discussions, the prominent material in the market
 10 was zinc."
 11 Was the suggestion that the cladding would be inert
 12 ever discussed by you with the project team members?
 13 A. I can't recall when, but I do remember having
 14 conversations with the pre-construction professional
 15 team, particularly Studio E, about the need for any form
 16 of cladding to comply with legislative requirements,
 17 particularly the Building Regulations.
 18 Q. And you were explicit about that, were you, Mr Anderson?
 19 A. Yes.
 20 Q. Do you remember what other design proposals were being
 21 considered in relation to the cladding? You have
 22 adverted to some earlier on, but later on in the
 23 process.
 24 A. No, it was very much -- I would describe it as
 25 an iterative process. We started off with a wide raft

160

1 of options that were available to us in terms of
2 concept. Those were presented to residents and, on the
3 basis of both feedback from residents and how that might
4 be delivered in a technical solution, that was distilled
5 down. The ultimate approach of -- that was settled on,
6 the one around a rainscreen system, was -- I would
7 describe that as being the favoured solution of
8 Studio E. There was some further iteration and
9 distillation of that through their conversations, both
10 with Building Control and probably more importantly with
11 planning.

12 Q. Now, were the fire safety aspects of alternative
13 materials ever discussed in these conversations?

14 A. The fire safety aspects weren't. I do recall sometime
15 towards the end of 2012 -- up until that point, the
16 rainscreen system that was talked of had Rockwool, was
17 the term that was used, as in the product, which I know
18 to be non-combustible, as the insulation material.

19 There was then -- again, I can't say exactly when it
20 was, but towards the end of 2012, there was then
21 discussion about the thickness of Rockwool that would be
22 required in order to meet the BREEAM aspirations, and
23 from that there was then discussion around what
24 alternative materials could be used that were of less
25 thickness, but giving the same properties.

161

1 Now, from that I took that that wasn't just
2 insulation properties, it was also fire resistance
3 properties as well.

4 Q. Could we look at the minutes of the project meeting on
5 18 July, which are at {ART00006403}. You're on the
6 distribution list but weren't present.

7 If we can go on to the second page, please
8 {ART00006403/2}, and the penultimate paragraph at the
9 bottom, which starts:

10 "Zinc rainscreen emerging as front runner
11 aesthetically for cladding. VMZinc composite panel may
12 be most cost effective for true zinc finish."

13 Can you remember from whom the suggestion of zinc
14 rainscreen had first come?

15 A. Studio E.

16 Q. To the best of your knowledge, what discussions had
17 taken place regarding the aesthetic and fire resistant
18 qualities of zinc rainscreen and between whom?

19 A. Dealing with the aesthetic first, this was one of
20 a range that had been put forward by the
21 pre-construction professional team. There were
22 different types and variations of consultation with the
23 community and residents around the finishes. Whilst it
24 may not have been the VMZinc, it was a metal panel type
25 system that was the preferred option of residents,

162

1 although that was caveated with, "We don't want any
2 garish colours". So that was the aesthetic aspect that
3 came from them.

4 I'm aware that there were subsequent conversations
5 with planning and the architectural review panel, so
6 this is a separate independent review panel set up by
7 RBKC to look at high-profile or major architectural
8 schemes, and both planning and the ARP had differing
9 views about the aesthetic, and that caused some issues
10 for the team.

11 In terms of the integral qualities of the material,
12 there were no discussions about the fire rating or
13 fireproofing or non-combustibility of the zinc, probably
14 because the products that were being displayed at the
15 time were simply a zinc sheet, and metal, in its
16 inherent nature, is considered to be fireproof.

17 Q. Is that something you knew anyway and so didn't seek
18 a specific assurance from the contractors or consultants
19 on that point?

20 A. Yes.

21 Q. Thank you.

22 Could I ask you to look at {TMO10049899}, these are
23 minutes from a design team meeting on 22 November 2012
24 you exhibited to your statement, and you can see
25 yourself identified there in the left-hand column as

163

1 an attendee.

2 At paragraph 48 of your first witness statement
3 {TMO10048968/11} -- and I'll just read it out to you --
4 you said:

5 "There had been preliminary feedback from the RBKC
6 Planning Department and I recall questions being raised
7 about the colour and finish of the zinc specified for
8 the façade."

9 Now, is it correct to say that only the
10 colour/appearance of the cladding had been discussed?

11 A. My recollection was that the discussion was broader than
12 that. I seem to recall that -- bearing in mind this was
13 relayed third hand by Studio E -- the planners had said
14 they didn't want plastic, there was mention of some
15 tower blocks in Croydon, but they -- specifically in
16 relation to the planners, whilst they weren't averse to
17 a metal rainscreen, they wanted to see more variety in
18 the aesthetic appearance.

19 MR KINNIER: Thank you, Mr Anderson.

20 Now, Mr Anderson, that concludes my questions for
21 now.

22 Sir, might I ask for the usual indulgence, and some
23 time to consider whether there are other matters which

24 I ought to put arising out of Module 1 for Mr Anderson?

25 SIR MARTIN MOORE-BICK: Yes, and I understand that there has

164

1 been a request for a rather longer break than usual at
 2 this stage. Is that right?
 3 MR KINNIER: That's right, sir.
 4 SIR MARTIN MOORE-BICK: Yes.
 5 Well, Mr Anderson, counsel has got to the end of the
 6 questions he thinks he needs to put to you, but he needs
 7 a chance just to check that nothing has been left out by
 8 mistake, and we also need to provide an opportunity for
 9 those who are not present to suggest questions as well.
 10 Today I have been asked to allow rather longer than we
 11 normally do for that purpose. Since we have the time in
 12 hand, I'm content to do that.
 13 So we'll break now and not come back until 4.15.
 14 I'm sorry it's quite a long time for you to hang around,
 15 but that's what we'll do, and see then whether there are
 16 any more questions that we need to put to you.
 17 THE WITNESS: I'm more than happy to accommodate that,
 18 Mr Chairman.
 19 SIR MARTIN MOORE-BICK: Thank you very much.
 20 So 4.15, and in the meantime, please don't talk to
 21 anyone about your evidence or anything to do with it.
 22 THE WITNESS: Certainly.
 23 MR KINNIER: Thank you very much, sir.
 24 SIR MARTIN MOORE-BICK: Would you like to go with the usher.
 25 THE WITNESS: Thank you, Mr Chairman.

165

1 (Pause)
 2 SIR MARTIN MOORE-BICK: Very well, 4.15, then.
 3 MR KINNIER: Thank you, sir.
 4 (3.48 pm)
 5 (A short break)
 6 (4.15 pm)
 7 SIR MARTIN MOORE-BICK: All right, Mr Anderson. Well, now
 8 we will see if there are any more questions for you.
 9 THE WITNESS: Thank you, Mr Chairman.
 10 SIR MARTIN MOORE-BICK: Yes, Mr Kinnier, have you found some
 11 questions?
 12 MR KINNIER: I have found some questions, sir, if I may.
 13 Mr Anderson, before the break I took you to the
 14 design team meeting number 5 on 18 July 2012 at which
 15 a zinc composite was mentioned. Can you help us, what
 16 was your understanding of the properties of zinc
 17 composite cladding?
 18 A. As I described earlier, my knowledge of zinc composite
 19 cladding was very much based upon the sample that was
 20 provided not only to us as client, so KCTMO as client,
 21 but the pre-construction professional team and to the
 22 residents and the community, and that was on the basis
 23 of a sheet of metal, probably about 1.5 millimetres
 24 thick, and that, through its inherent nature, it was
 25 non-combustible. That said, if you heat something or

166

1 expose something to sufficient temperature, it will
 2 always burn.
 3 Q. Thank you.
 4 Can I now turn on to a different matter, and could
 5 I ask you to turn to paragraph 11 of your second witness
 6 statement, which is at {TMO00847334/3}. You said there,
 7 just to refresh your memory:
 8 "The cost of the KALC project was £58m ... This gave
 9 me assurances that the pre-contract professional team
 10 were competent to carry out the Grenfell Tower project.
 11 It is my understanding that the Board also took comfort
 12 in this."
 13 Can you help us, what led you to make that point in
 14 your supplemental statement, can you remember?
 15 A. I believe that was in response to either a question that
 16 was raised or clarification that was sought.
 17 Q. Can I ask you to turn to {TMO00847337/3}, which is
 18 a supplemental statement from Mr Maddison. If I could
 19 ask you to go to paragraph 12, in which he says:
 20 "As explained in my earlier statement to the
 21 Inquiry, the pre-contract professional team used for the
 22 Project had already been appointed ... I was also aware
 23 that the KALC project was a significantly larger project
 24 than the refurbishment of Grenfell Tower, with a budget
 25 of £58m. I do not recall ever having a reason to doubt

167

1 that the pre-contract professional team was competent to
 2 undertake the role."
 3 Now, Mr Maddison makes the same point that you did
 4 in paragraph 11 of your second statement.
 5 Did you discuss that point with Mr Maddison, or
 6 indeed any other point, before you completed your second
 7 statement?
 8 A. Bear with me, I'm just reading ...
 9 I never discussed -- I don't recall discussing the
 10 issues raised in point 12.
 11 Q. For the purposes of making your statement?
 12 A. Correct, and neither 11.
 13 Q. Have you had any discussions with Mr Maddison regarding
 14 the content of your witness statements?
 15 A. No. I can only deduce that because those figures and
 16 the context there is contained within documentation that
 17 he would have had sight of on his arrival at KCTMO,
 18 that's where he's gleaned that knowledge.
 19 Q. Thank you.
 20 Now, can I turn to a different question, which was
 21 a fire safety strategy, and in evidence you made the
 22 point that there was no statutory requirement to have
 23 a fire safety strategy.
 24 Now, whether or not there was such a requirement,
 25 wasn't it necessary and prudent to have one?

168

1 A. My understanding and my belief is that if you are
 2 seeking to undertake alterations to a built asset, then
 3 it is good practice to put in place a documented fire
 4 safety strategy.
 5 Q. Thank you.
 6 Now, could I take you to a different topic which we
 7 covered. You had an EMB meeting on 15 May 2012, and the
 8 reference for the minute is at {TMO00848807/4}. We see
 9 in paragraph 8.1 second paragraph -- actually, it's the
 10 third paragraph, I think, strictly speaking:
 11 "ED asked if Studio E have experience with
 12 tower blocks and if not why are [TMO] using them?"
 13 Now, did that question cause you to reconsider
 14 Studio E's competence?
 15 A. Bear with me, I'm just reading that particular
 16 paragraph.
 17 Q. Of course.
 18 (Pause)
 19 A. In response to your question, no, that didn't cause me
 20 to revisit the appointment of Studio E. My recollection
 21 of the context in which that was put was more about: had
 22 Studio E or any of its employees got residential -- yes,
 23 residential property experience, but it was more -- or
 24 the emphasis -- my recollection of the emphasis was that
 25 it was much more about engagement with residents and

169

1 communication with residents and how they were intending
 2 to do that.
 3 Q. Thank you.
 4 Now, before we broke earlier, we were discussing the
 5 consideration that was given to the qualities and the
 6 characteristics of various forms of alternative
 7 cladding.
 8 Can you help us, were any of those
 9 conversations/discussions recorded in writing in terms
 10 of minutes or anything like that?
 11 A. My recollection is that those discussions were had at
 12 the design team meetings, towards the end of 2012, and
 13 I would have expected there to be some form of reference
 14 or record of that in the minutes of those.
 15 Q. Thank you.
 16 Now, can I turn back to the point you made in
 17 evidence regarding the fire risk assessment, and you
 18 were very clear -- and the reference, if needed, to the
 19 transcript is at page 135, lines 5 to 8
 20 {Day52/135:5-8} -- when you referred to a fire risk
 21 assessment which you saw fixed to a noticeboard.
 22 Now, first of all, can you remember the date of the
 23 fire risk assessment that was pinned to that board?
 24 A. I don't recall the date of the fire risk assessment.
 25 I know -- I do know it was a valid fire risk assessment.

170

1 Q. When you say valid, what do you mean?
 2 A. It had been carried out within one year's period prior
 3 to the date upon which I noticed it.
 4 Q. Can you remember when you saw that fire risk assessment?
 5 A. No, I can't. I only recall that on one of the visits
 6 with some of the consultants, and walking around the
 7 ground floor area, that it was up on the noticeboard.
 8 Q. We were discussing the fire risk assessment in the
 9 context of the fire safety strategy, and those meetings
 10 were in mid-year 2012, so June and July.
 11 Your evidence -- and correct me if I'm not
 12 summarising this correctly, please -- is that because
 13 a fire risk assessment had been carried out, you felt
 14 that was what was required of the TMO at that stage.
 15 Is it likely that you saw the FRA on the board
 16 roughly mid-summer 2012, because it would have been
 17 something in your mind because it was flowing from the
 18 fire safety strategy discussions?
 19 A. It would have -- my recollection is it would have been
 20 around the time we were having conversations around
 21 fire safety. I can't say whether it was before or after
 22 that. I appreciate you're trying to pin me down to
 23 a date, but I just can't recall that.
 24 Q. It's not so much pinning you down, it's getting a rough
 25 idea. Would it have been mid-year 2012, or is it likely

171

1 it would have been mid-year 2012?
 2 A. It would have been some time between March, when I went
 3 round with Bruce Soune -- sorry, was it March or
 4 February I went round with Bruce Soune? It was some
 5 time between the visit with Bruce Soune and that
 6 conversation. I do recall it was before we had that
 7 meeting.
 8 Q. So it would have been some time, on that basis, between
 9 March 2012 and June/July 2012?
 10 A. Yes, that would be --
 11 Q. And you said you were satisfied that the FRA you saw was
 12 valid because it had been within one year of your
 13 noticing it?
 14 A. As in the date on it was less than one year from when
 15 I noticed it.
 16 Q. Okay.
 17 Now, the fire risk assessments that are available
 18 are dated 29 December 2010 and 20 November 2012. So if
 19 you had visited the tower at the time you think you did,
 20 one, the later one, didn't exist, and the earlier one
 21 wouldn't have been valid.
 22 A. I can only deduce then that it was actually a 2010 one,
 23 and that my recollection about it being within the year
 24 was actually that it was within the two years.
 25 Q. Within the two years?

172

1 A. Yeah.
 2 Q. Where did you see it?
 3 A. It was on the noticeboard.
 4 Q. And where was the noticeboard?
 5 A. With the original construction, you went in through the
 6 main entrance, there was a -- almost like a concierge
 7 desk to the left-hand side, and off to the left of that
 8 there was a room which had a residents' noticeboard
 9 within it, and it was in there.
 10 Q. How large was that residents' noticeboard?
 11 A. There were actually two noticeboards in there.
 12 Q. Well, let's deal with this board first.
 13 A. Well, both boards were the same size. They were
 14 probably about what I would call A0 size.
 15 Q. A0 size?
 16 A. Yeah.
 17 Q. To those of us who are not familiar with that reference,
 18 can you give us a steer on old-fashioned dimensions,
 19 feet or metres?
 20 A. It's a standard paper -- probably about 1.2 metres by
 21 1.5.
 22 Q. Do you say that the fire risk assessment was --
 23 A. It was pinned on the board.
 24 Q. And it wasn't cluttered by any other notices or posters
 25 or anything like that on the board?

173

1 A. There was other material on the board, but it wasn't
 2 obscured by it. To me, it was obvious what it was.
 3 Q. Was there a sign or anything else there advising that
 4 the fire risk assessment was pinned on that particular
 5 part of the board, so a label or anything like that?
 6 A. I don't recall.
 7 Q. Do you know who put up the risk assessment?
 8 A. I don't.
 9 Q. No.
 10 Now, in the same piece of evidence you referred to
 11 an information box. Can you help us, where was that
 12 information box?
 13 A. Again, that information box was within that room.
 14 Q. Can you help us where in proximity to the concierge desk
 15 you're referring to?
 16 A. You went in the entrance doors, you probably took two or
 17 three paces forward, so about 2 metres, turned left,
 18 there was a door there, immediately next to the
 19 concierge, and that was the residents' room that I'm
 20 referring to.
 21 MR KINNIER: Thank you.
 22 Mr Anderson, I have no further questions for you,
 23 other than to say thank you very much for attending to
 24 give evidence today.
 25 Thank you, sir.

174

1 SIR MARTIN MOORE-BICK: Thank you, Mr Kinnier.
 2 Well, Mr Anderson, we are very grateful to you for
 3 coming to give your evidence today. It's been really
 4 helpful to hear from you. Now we have asked all the
 5 questions we need to ask you, so you are free to go.
 6 Thank you very much indeed.
 7 THE WITNESS: I would like to thank you, Mr Chairman, and
 8 your colleagues. I hope that my time here today has
 9 been of value, not just to yourselves but to the 72
 10 bereaved individuals, many of whom I knew, met, and
 11 their family and relatives.
 12 SIR MARTIN MOORE-BICK: Yes. Thank you very much.
 13 THE WITNESS: Thank you.
 14 SIR MARTIN MOORE-BICK: Right, if you would like to go with
 15 the usher, she'll look after you.
 16 THE WITNESS: Thank you very much, Mr Chairman.
 17 (The witness withdrew)
 18 SIR MARTIN MOORE-BICK: Well, Mr Kinnier, that's very good
 19 timing.
 20 MR KINNIER: Thank you, sir.
 21 SIR MARTIN MOORE-BICK: And that's it for this afternoon.
 22 MR KINNIER: It is.
 23 SIR MARTIN MOORE-BICK: And we will have another witness
 24 tomorrow?
 25 MR KINNIER: Mr Gibson tomorrow, who will be examined by

175

1 Mr Millett.
 2 SIR MARTIN MOORE-BICK: Thank you very much.
 3 We will stop there for the day and resume at
 4 10 o'clock tomorrow, please.
 5 MR KINNIER: Thank you, sir.
 6 SIR MARTIN MOORE-BICK: Thank you very much.
 7 (4.30 pm)
 8 (The hearing adjourned until 10 am
 9 on Wednesday, 14 October 2020)

176

1	INDEX	
2		PAGE
3	MR MARK ANDERSON (affirmed)1
4		
5	Questions from COUNSEL TO THE INQUIRY1
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

177

178

A						
a0 (2) 173:14,15	addressing (1) 44:12	24:10,12,12 36:9	98:21 101:5 106:5,22	appleyardsartelia (1)	5:11 6:19 12:5,22 15:1	122:12 147:12
ability (1) 98:9	adhered (1) 35:6	37:22 38:4 87:18	107:4,5,18 114:14	110:7	16:2 31:24 35:8 37:18	161:12,14
able (8) 9:2 33:7,12	adjoining (1) 81:10	agreeing (2) 36:13,15	117:9 124:8 136:4,15	applicable (1) 84:18	47:5 54:18 55:5,11	aspirations (2) 91:9
36:19 39:6,8 83:18	adjourned (1) 176:8	agreement (5)	139:25 140:6 144:12	application (6)	62:1 75:16 80:20,22	161:22
149:5	adjournment (2) 106:20	16:11,14,19 17:7	147:5 148:18 151:1	10:17,21,23 30:23	87:9 95:4,5 101:18,19	assess (1) 116:17
above (5) 93:4 102:20	107:6	156:20	158:1,17,21 160:18	98:8 104:15	116:1 119:10 121:16	assessing (1) 116:19
139:6 146:5 148:5	administration (1)	agrees (1) 17:10	164:19,20,24 165:5	applied (1) 25:17	128:3 129:5 132:25	assessment (26) 41:23
abroad (1) 7:10	112:10	ah (1) 148:17	166:7,13 174:22 175:2	applies (1) 84:19	146:22 149:1 150:5	63:3 127:22 128:3
absence (2) 128:25	administrative (4)	aim (4) 80:13 124:15	177:3	apply (5) 7:15 55:6	152:22 156:19	129:2,6
129:24	34:17 40:8 41:6 112:1	125:1,9	andrzaj (14) 46:2	93:15 149:15 157:21	161:6,23 162:23	130:9,13,14,16 134:12
absent (1) 99:11	administrator (2)	alarming (1) 137:2	63:12,16 64:18 74:7	appoint (6) 50:17 69:11	165:14 171:6,20,20	135:11 145:8 151:5,7
absolutely (1) 130:25	109:22,25	albeit (1) 39:7	75:12 76:4 88:9	70:2 77:9 79:7 115:6	arp (1) 163:8	170:17,21,23,24,25
abusing (1) 96:14	admittedly (1) 25:4	allocated (1) 19:11	90:7,9,12 91:6,8 95:1	appointed (11) 6:3 18:9	arranged (3) 48:16	171:4,8,13 173:22
abutted (1) 44:2	advance (4) 14:8 33:7	allow (3) 5:22 51:9	102:10 119:19 159:14	29:3 33:24 39:18 69:9	123:24 133:16	174:4,7
academy (11) 28:15	39:18 104:17	165:10	175:23	83:12 92:18 96:15	arrangement (6)	assessments (5)
44:17 51:12,23	advanced (2) 90:24	allowances (1) 17:12	answer (11) 12:8 33:6	105:6 167:22	37:12,19 63:8 73:19	117:18,20,21,24
58:7,14 71:8 81:11	91:2	allowing (1) 22:1	57:4 63:15 73:6 84:13	appointee (1) 61:12	89:10 137:12	172:17
82:24 91:25 157:9	advantage (1) 44:12	alluding (1) 51:22	102:10 119:19 159:14	appointees (1) 61:13	arrangements (15) 6:18	asset (11) 3:25 6:3 8:16
accept (2) 24:2 88:24	adversarial (1) 155:17	almost (3) 74:25 155:17	175:23	appointing (2) 51:17,19	26:14 27:5,6 36:16	9:22 15:2,15,19 41:23
acceptable (4) 122:22	adverse (2) 136:20	173:6	175:23	appointment (8) 30:20	37:2,8 38:10 44:1	56:3 67:2 169:2
125:13 126:16,18	137:1	alone (1) 84:20	175:23	60:15 73:22 88:24	58:10,18 80:1,16,23	assets (9) 8:18 9:11,23
access (3) 83:15 87:24	adverted (1) 160:22	along (6) 26:4 46:3 60:9	175:23	115:16 116:10 139:10	156:19	12:6 15:20 29:22 42:3
119:23	advertised (1) 69:19	63:18 64:1 132:10	175:23	169:20	arrival (1) 168:17	44:13 56:5
accommodate (2) 107:9	advice (13) 6:22 78:9	114:13 117:12	175:23	appointments (3)	art000006391 (1) 155:18	assist (3) 39:8 83:13
165:17	99:14 105:14,18	175:23	175:23	104:24 109:7 139:9	art00006233 (1) 144:10	143:24
accordance (1) 127:22	112:22 118:9 119:1,6	175:23	175:23	appraisal (1) 30:6	art00006259 (1) 115:13	assistant (5) 13:24
according (1) 57:10	122:4,7,13,13	175:23	175:23	appraisals (1) 142:5	art00006284 (1) 141:23	20:14 21:21,22,23
accordingly (1) 118:23	advise (8) 112:11,15,17	175:23	175:23	appraised (1) 20:17	art000063091 (1) 111:3	assisted (1) 114:9
account (2) 40:16	118:22 121:15 123:13	175:23	175:23	appreciate (1) 171:22	art000063093 (1) 110:9	assisting (1) 38:24
143:15	125:6 155:25	175:23	175:23	approach (5) 62:21	art00006403 (1) 162:5	associate (1) 76:8
accountable (1) 18:11	advised (3) 81:21 87:17	175:23	175:23	145:8 155:2 159:6	art000064032 (1) 162:8	associated (1) 27:19
accountant (1) 143:15	142:3	175:23	175:23	161:5	art00006411 (1) 114:4	association (1) 3:22
accurate (2) 36:20	adviser (1) 122:17	175:23	175:23	approached (7) 8:24	art00006468 (1) 147:21	assume (3) 19:15 50:2
67:12	advisers (1) 63:7	175:23	175:23	10:8,19 11:25	art000064682 (1)	104:4
achieve (8) 50:5 71:11	advises (2) 111:25,25	175:23	175:23	12:11,12 75:15	147:24	assuming (2) 95:7
80:13 125:21 126:1	advising (1) 174:3	175:23	175:23	appropriate (5) 32:5	art00006540 (1) 146:4	136:17
144:20 145:6 147:8	aesthetic (6) 51:23	175:23	175:23	70:4 80:19 112:24	artelia (1) 138:25	assumption (1) 46:22
achieved (3) 30:10	162:17,19 163:2,9	175:23	175:23	117:2	articulate (1) 88:23	assumptions (4)
57:18 58:24	164:18	175:23	175:23	appropriately (1) 62:8	ascertained (1) 67:2	47:15,17 48:4,5
acop (1) 75:14	aesthetically (1) 162:11	175:23	175:23	approval (4) 38:4 83:21	aside (1) 103:8	assurance (3) 86:21,25
acquaint (1) 22:10	affirmed (2) 1:9 177:3	175:23	175:23	125:21 126:1	ask (62) 1:21 2:19 5:12	163:18
acquaintances (2)	after (15) 25:24,24 41:2	175:23	175:23	approvals (4) 30:19,24	10:19 17:4 23:12,13	assurances (4) 86:12
10:14,15	54:1 71:24 81:20 94:8	175:23	175:23	65:19 124:18	24:15,20 29:5 32:19	91:18 92:5 167:9
across (10) 32:21 39:14	103:22 105:15 106:14	175:23	175:23	approve (1) 37:19	42:5,17 53:21	assured (1) 88:12
58:7,14 60:20 76:2,2	108:17 111:1 159:25	175:23	175:23	approved (6) 37:16	64:6,11,25 65:4 71:22	attached (1) 113:21
102:17 134:14 147:5	171:21 175:15	175:23	175:23	137:5 139:5 143:8	72:1,6,12,16 74:20	attend (2) 36:19 123:25
action (4) 60:14 78:4,6	afternoon (3) 103:23	175:23	175:23	145:24 159:16	75:4 77:17 79:4,18	attendance (1) 87:17
79:6	158:2 175:21	175:23	175:23	approximately (1)	81:3 83:8 85:15 87:13	attendants (1) 20:6
actions (5) 56:10 127:7	afterwards (1) 128:1	175:23	175:23	152:15	88:18 89:1 94:24	attended (11) 4:3 22:5
128:10,18 137:3	again (27) 24:19 35:23	175:23	175:23	april (8) 9:25 11:23	98:17 99:24 115:13	27:16 30:25 34:8 49:1
actual (3) 41:25 74:4	62:3 67:14 71:22	175:23	175:23	33:22 62:11 110:9	122:19 125:8 127:25	87:15 128:13 132:8
150:6	75:11,22 81:24 96:1	175:23	175:23	111:2 123:19,25	129:10 131:16 132:8	133:10 157:6
actually (24) 9:4 32:24	97:10 106:9 107:23	175:23	175:23	architect (6) 4:6,10,12	135:6,7 136:3,13	attendee (2) 97:5 164:1
44:25 47:1 61:24	109:23 110:23 115:15	175:23	175:23	70:2 76:9 109:12	138:24 139:5,21	attendees (5) 27:12
74:12 80:22 103:9	116:3 118:1 123:20	175:23	175:23	architects (5) 3:2,15	144:10 148:6 152:3	97:6 98:14 99:22
119:23 127:21 135:3,7	128:9 129:18 131:14	175:23	175:23	43:20 87:18 99:25	154:4,21 163:22	102:24
137:22 141:3 143:2	142:12 143:11,19	175:23	175:23	architectural (4) 73:11	164:22 167:5,17,19	attending (4) 1:18
148:15 149:8 154:14	148:23 161:19 174:13	175:23	175:23	86:22 163:5,7	175:5	52:25 53:1 174:23
156:10,20 169:9	against (1) 36:14	175:23	175:23	architecture (1) 2:23	asked (29) 11:15 19:6	attention (1) 140:25
172:22,24 173:11	age (1) 127:19	175:23	175:23	area (6) 44:4,18 46:8	21:12,15 25:15	august (5) 130:20
add (1) 84:8	agenda (2) 52:22 53:10	175:23	175:23	88:22 171:7	31:18,21 37:1,5 39:10	131:18 141:23
added (1) 2:18	agent (7) 57:13 109:22	175:23	175:23	areas (3) 101:18 124:17	63:17 64:17 72:4,25	142:13,14
addition (5) 10:4 45:7	110:2 111:25 112:9,17	175:23	175:23	140:23	73:2 75:10 81:25 93:9	author (1) 131:17
63:8,17 74:9	115:11	175:23	175:23	arise (3) 85:19 94:15	110:13 111:13 117:10	authorities (2) 14:23
additional (4) 68:15	ago (2) 33:14 152:5	175:23	175:23	153:1	125:11 130:1,4,14	132:20
105:11 122:5 147:3	agree (19) 34:17 41:1	175:23	175:23	arises (1) 29:16	146:24 165:10 169:11	authority (5) 14:20
156:10,20 169:9	43:3 69:22 70:4,10	175:23	175:23	arising (9) 5:7 22:7	175:4	55:22 70:9 125:20
69:2 92:15	82:4,6 84:10 90:16	175:23	175:23	151:5 152:25 153:6,19	asking (6) 14:14 28:6,6	134:1
address (2) 66:22,24	91:1 96:3,4 97:13,16	175:23	175:23	157:13 159:4 164:24	33:7 64:14 109:8	availability (1) 141:7
addressed (2) 77:19	98:24 100:4 108:5	175:23	175:23	armslength (2) 14:22	aspect (3) 87:10 123:14	available (6) 16:4 55:17
145:12	136:7	175:23	175:23	79:3	163:2	66:15 149:9 161:1
	agreeable (1) 37:16	175:23	175:23	arose (1) 152:7	aspects (9) 33:3,10	172:17
	agreed (9) 17:10 20:11	175:23	175:23	around (42) 3:5 4:7	112:1 119:15,16	avenue (1) 21:2

averse (1) 164:16	begins (2) 22:8 42:14	32:23 40:20,21 60:20	150:2,3,5,13,19,23	118:22 120:20 123:7	chiles (2) 154:7,16	comfort (3) 86:15 87:4
avoidance (3) 2:17	behind (3) 71:10 86:3	67:14 69:5 72:20	151:12 167:24	124:25 167:10	choice (2) 60:24 79:2	167:11
25:11 109:16	160:6	80:25 86:15 87:3,6,7,9	budgetsetting (1)	carrying (3) 51:20	choose (1) 61:13	comfortable (2) 1:11
award (1) 70:17	being (34) 25:15 30:6	94:19 98:14,14,16	140:13	114:25 142:2	chosen (1) 102:12	151:23
aware (34)	39:18 43:22 44:15	99:7 140:9 149:19,20	build (1) 76:11	cash (6) 84:17 93:14	circa (1) 76:5	coming (8) 2:15 49:5
6:4,8,10,15,17 7:9,16	46:13 53:7 64:1 68:20	150:17,21 151:2	building (31) 5:5 32:3	110:8,17 113:21 155:6	clad (2) 44:10 45:2	85:21 143:5 147:18
16:10 23:20 24:7 25:3	81:10 87:21 96:4	167:11 170:23 171:15	45:6,9 51:7 64:8,14	catch (2) 80:12 86:5	cladding (55) 5:6,10	151:12 153:22 175:3
87:20 88:4	108:4 109:11,21 111:7	173:12,23,25 174:1,5	72:2 75:14 88:8	cate (2) 131:17,20	6:5,16,17	commence (2) 30:25
89:16,17,22 115:23	112:25 113:4,18	boards (2) 26:22 173:13	124:17 125:3,20 126:4	category (1) 55:4	7:10,17,19,21,25	73:10
121:1 123:10,13	123:11 132:11,25	body (1) 78:22	127:10,17 128:21	caught (1) 56:12	44:6,16,22,24 45:8,16	comment (4) 24:6
125:22,25 129:10	142:10 145:21 146:23	borough (1) 10:11	129:23 131:24	cause (4) 134:2 146:13	46:7 47:8,13,22 49:20	120:4,8 132:10
132:18 136:10,18,24	151:3 153:25 156:8	both (26) 10:10 11:4	132:3,19 133:8,24	169:13,19	50:2,4,6,10 53:6 59:12	commercial (2) 3:8,9
138:11 145:1,5 146:21	159:13 160:20 161:7	13:11 20:12 32:15	134:1,5 136:20	caused (4) 119:16	64:7,13,16,22 67:25	commission (2) 69:16
153:18 163:4 167:22	163:14 164:6 172:23	43:24 51:23 62:7 65:9	145:5,9 159:1 160:17	145:22 147:1 163:9	71:17 72:1,4 74:22,23	113:4
awareness (3) 7:12 8:2	belief (1) 169:1	80:14 85:2 88:12 99:6	161:10	caveat (1) 50:6	88:14 101:20 102:6	commissioning (2)
10:13	believe (24) 3:5 5:20	101:2,13 107:9	buildings (10) 5:2,7,8	caveated (1) 163:1	136:8 157:13 158:22	57:14 139:17
away (1) 26:8	11:6 27:24 34:25 38:7	125:6,11,12 135:4	6:6 7:10,22 71:24	caveats (1) 157:20	159:7,12,21,25	commissions (1) 92:15
awoderu (2) 22:7,14	44:2 45:4 86:22 95:14	151:9,12 161:3,9	117:8 124:18 127:18	cdm (1) 75:14	160:11,16,21 162:11	commitment (1) 104:16
awoderus (1) 22:8	101:14 103:8 104:5	163:8 173:13	built (2) 42:2 169:2	cdmc (12) 109:21	164:10 166:17,19	commitments (1)
	114:15 118:7 130:12	bottom (10) 23:8 42:16	bullet (10) 43:17 44:8	112:2,8,14 113:22	170:7	128:12
	144:4 145:7 150:7,11	49:17 85:10 90:8	50:14 53:5 100:1,24	115:12 121:6,15	claddingovercladding	committee (12) 17:16
	152:13,19 156:13	100:15 127:7 144:20	101:5,5 102:10 108:17	125:7,12 126:15 131:7	(1) 136:11	30:14 40:21 48:22
	167:15	148:24 162:9	burn (1) 167:2	celia (1) 24:25	clare (1) 132:8	65:12,13 67:13 72:19
	believed (2) 24:2	bottomed (1) 147:3	business (2) 15:18 16:6	central (1) 141:24	clarification (3)	97:3,21 98:16 99:7
	120:11	box (5) 135:13 146:5	bwtmo (2) 17:10,13	centre (11) 28:15	133:22,23 167:16	common (1) 127:18
	bell (2) 56:1 155:4	174:11,12,13		51:6,12,24 58:8,15	clarify (3) 13:23 17:6	communicated (7)
	below (9) 17:1 55:5	brand (1) 44:14		71:8 81:11 82:24	51:11	134:14,16,24 135:3,6
	61:20 92:25 93:14	break (13) 1:24		102:18 157:10	clarifying (1) 142:25	145:13 148:10
	110:1 133:13 145:24	53:17,18 54:8		certain (5) 38:7,8 72:21	clarity (1) 127:21	communication (10)
	151:22	157:16,21,23 158:1,15	c (8) 30:6 37:25 64:2	92:23 130:25	class (2) 74:6,10	23:4,7 24:9 30:21
	beneath (1) 102:9	165:1,13 166:5,13	147:25 148:3,4	cetera (10) 3:10 5:5	classed (1) 111:20	90:18,21 104:6 111:11
	beneficial (1) 51:10	breakdown (2) 153:4	149:6,8	18:10 31:25 58:10	clause (2) 17:8,14	146:21 170:1
	benefit (3) 50:19	155:12	cabinet (4) 31:5 83:7	78:9 88:1 132:20	clear (15) 7:6 70:12	community (11) 15:1
	131:11 159:1	breaking (1) 66:1	84:13 140:24	153:13 155:16	72:23 91:18,22 92:11	30:20 31:3 50:1 57:24
	benefits (4) 57:18,21	bream (3) 144:19	calculated (2)	chain (10) 22:6 24:15	96:10 108:21,22 113:8	80:6 100:2,6,10
	65:6,24	145:7 161:22	140:20,21	25:24 26:8 42:14 43:7	117:10 120:13 141:18	162:23 166:22
background (2) 2:20	bereaved (1) 175:10	brief (12) 30:6 46:25	caliskan (1) 24:25	111:3 113:20 115:15	144:1 170:18	compartmentation (1)
65:4	best (6) 13:7,10 35:4	47:1 48:9 104:4,4,5,9	call (4) 1:7 88:13 106:3	154:22	client (14) 21:17 26:1	6:19
bad (1) 66:3	61:12 69:23 162:16	123:23 141:22 142:7	173:14	chaired (2) 20:20	33:1 59:2 63:21 78:22	competence (4) 74:18
balance (1) 141:4	between (26) 9:8 10:1	144:8	came (16) 41:25 42:8	153:16	84:19 103:24 113:1	86:17,21 169:14
balancing (1) 33:3	16:8 19:25 20:9 21:1	briefings (1) 52:13	45:23 47:18 48:17	chairman (13) 53:24	121:24 139:4 142:3	competencies (4) 12:20
ballpark (2) 152:21,22	31:15 51:3,5 60:11	briefly (1) 15:21	62:25 65:5 76:2,2	61:16 62:3 75:23	166:20,20	87:1 112:24 118:20
bar (1) 109:25	63:9 71:5 85:7 89:22	bring (6) 15:25 69:5	80:23 81:23 92:25	106:12,23 158:9,18	clients (2) 3:22 116:4	competency (2) 31:25
barker (1) 132:8	90:18 91:6 93:21	131:8,10 145:23 146:3	115:23 141:5 142:21	165:18,25 166:9	clientside (2) 34:24	63:21
base (2) 17:3 63:21	94:21 102:17 104:10	bringing (2) 57:21 58:24	163:3	175:7,16	139:16	competent (7) 18:18
based (5) 78:2 104:5	109:14,24 162:18	british (1) 5:5	cannot (1) 115:24	challenge (2) 60:5 87:8	close (2) 21:13 31:8	19:6,18 86:14 123:8
111:6 141:7 166:19	172:2,5,8	broad (1) 149:13	cant (27) 4:1 33:12 34:3	challenged (1) 61:3	closing (1) 94:20	167:10 168:1
baseline (2) 35:18 134:7	beyond (9) 28:21 35:18	broaden (1) 146:24	41:21 46:4 48:11 52:5	challenges (1) 81:17	cluttered (1) 173:24	competently (1) 19:1
basis (23) 9:5 11:9	40:5 56:25 73:25	broader (7) 5:11	57:4 76:3 77:2 84:13	challenging (2) 79:25	codes (1) 121:13	competition (1) 74:16
13:14 39:7 47:19,20	118:21 133:1 148:3	19:19,22 39:13 50:1	97:22 100:22 101:22	80:4	coleridge (5) 49:13,22	competitive (9)
67:1 81:15 82:18	149:6	155:11 164:11	128:2 129:4 130:4	chance (1) 165:7	102:13 103:10,12	55:16,23 69:8,17,23
86:21 87:4 93:9,11	bids (1) 4:20	broadly (3) 12:5 25:5	131:14 137:20 142:8	change (7) 9:21,24 10:3	coleridges (1) 102:20	70:1,7 73:24 105:7
111:15 112:25 113:5	bigger (1) 80:22	29:22	143:17 150:16 160:13	11:22 12:1,10 14:16	colin (2) 154:7,16	complaint (2) 22:7,11
126:20 140:22 143:6	bilaterals (1) 20:25	brochure (1) 74:25	161:19 171:5,21,23	changed (4) 8:17	collaboration (1) 153:12	complement (4)
152:16 161:3 166:22	bill (1) 95:3	broke (1) 170:4	cap (6) 93:5,8 96:2,4,8	9:22,25 79:16	collaborative (1) 104:9	49:21,23 50:20,22
172:8	birch (2) 27:16 28:1	brought (3) 8:3 19:17	145:24	changes (7) 35:21	colleagues (3) 89:15,20	complementary (3)
bathrooms (1) 141:12	birchs (1) 27:23	150:12	capacity (3) 28:23	112:12,22 119:9 132:2	175:8	83:19,25 84:23
bear (4) 19:17 131:10	bit (8) 8:1 12:9 44:2	bruce (23)	31:25 140:15	136:19 137:1	colour (1) 164:7	complementing (1)
168:8 169:15	57:7,9 61:8 80:22	75:18,19,20,21,22,23	capital (17) 14:1 15:18	characterisation (1)	colourappearance (1)	91:16
bearing (2) 79:20	92:19	76:4,7 87:25 88:9,10	25:22 49:17 140:11	34:18	164:10	complete (3) 3:1 104:17
164:12	bits (1) 131:22	90:22 94:25 95:9	141:5,13 142:5,11,19	characteristics (1)	colours (1) 163:2	115:15
became (4) 14:25	black (11) 8:25 10:9,12	107:21 108:4 124:2	143:2,3,5,7,15 144:3	170:6	column (1) 163:25	completed (3) 134:9
52:2,5 155:16	11:4,7,15,15 15:7,10	139:6 146:2 147:6	149:25	charge (1) 17:23	combination (4) 13:11	156:22 168:6
become (1) 11:21	31:22 32:15	budget (47) 35:10 36:4	career (1) 5:3	charging (1) 93:23	57:25 65:9 153:5	completeness (2)
before (29) 2:15 4:25	blocks (2) 164:15	47:6 53:9 58:24 59:2,4	carried (18) 17:24 19:1	chase (2) 79:14 127:11	combined (2) 144:3	154:15,20
11:8 14:14 17:14	169:12	66:15 84:15 93:11,12	34:20 41:23 56:10	chased (1) 128:25	149:23	complex (3) 19:16
23:11 24:20 31:20	blunt (1) 143:19	111:6 139:21	60:14 62:22,25 63:5	chaser (1) 111:1	come (19) 13:15 19:22	71:17 86:23
32:6 38:4 43:17 54:16	bluntly (2) 93:5 147:14	140:9,11,12,16,17	68:20 76:22 78:11	check (4) 20:5 74:18	33:17 48:3,23 62:5	compliance (3) 69:11
64:8 65:1 71:24 90:9	board (49)	141:1,2,3,7,9,11,16,25	117:21,24 120:9	135:15 165:7	92:21 106:7 121:7	77:16 89:23
107:3 120:24 121:1	26:13,17,19,23	142:4,17,24 143:20,25	134:12 171:2,13	checking (1) 129:5	133:23 134:19 142:20	compliant (4) 8:6 69:8
123:5 128:10 132:6	27:1,3,6,7,9,21	144:16,24 145:19,20	carry (16) 17:13	checks (2) 123:7 124:25	150:2 157:3,12 158:2	81:8 90:1
138:22 144:15 166:13	28:10,10,24	146:8 147:25 149:9,23	18:17,22 19:21 39:19	chelsea (1) 131:24	159:18 162:14 165:13	complicated (2) 71:18
168:6 170:4 171:21	30:13,14,24 31:1		62:19 78:7 84:16	cheque (1) 96:17	comes (1) 132:22	86:23
172:6			86:14 106:24 112:5			
beginning (1) 81:18						

<p> complied (1) 56:19 complies (1) 70:9 comply (3) 119:20 137:4 160:16 components (3) 58:7,14,16 composite (5) 111:24 162:11 166:15,17,18 composition (1) 159:25 comprehensible (1) 1:23 comprise (1) 50:10 comprised (3) 35:1 59:23 60:4 comprises (1) 149:24 compromise (2) 91:17 147:11 compromised (3) 6:19 92:6 112:18 compromising (1) 91:20 concept (5) 30:6 54:20 159:21 160:7 161:2 concern (10) 25:3,12 43:24 49:22,24 100:6 119:16 134:2 138:7 145:22 concerned (8) 23:18 50:24 51:6,7 127:15,18 136:25 138:6 concerns (15) 13:12 25:20 32:16 33:2 38:14 88:25 100:2 151:11,14 152:7,12,25 153:2,6,19 concierge (3) 173:6 174:14,19 conclude (4) 85:17,21 94:10,13 concluded (1) 82:18 concludes (1) 164:20 condition (1) 131:21 conditions (1) 107:19 conducted (1) 63:2 conducting (3) 70:1,7 117:20 conferences (1) 4:4 confidence (1) 76:1 confirm (10) 1:15 2:11 28:6 72:25 79:10 115:15 126:15,18 137:1 139:3 confirmation (2) 74:20 79:13 confirmed (8) 66:19 122:12 125:12 127:23 129:7 136:21 139:4 147:25 conformed (1) 159:15 connection (2) 65:6 110:12 consider (4) 19:22 62:1 80:3 164:23 consideration (7) 78:8 82:25 83:2 84:12,18 107:12 170:5 considerationdiscussion (1) 142:24 considerations (1) 5:9 considered (12) 26:14 45:18 95:15 108:10 112:20 132:14 136:19 151:3 159:13 160:8,21 </p>	<p> 163:16 considering (1) 159:7 constructing (1) 140:8 construction (20) 4:21 6:18 7:14 37:14 68:22,25 75:6 85:20 91:24 93:12 94:16 115:6 118:19 140:16 141:2 150:6 152:17,23 159:22 173:5 constructor (4) 37:6 58:5 69:5 80:14 consultancy (5) 7:4 57:23 110:14 112:7 140:15 consultant (12) 4:24 30:20 31:1 37:6 40:18 109:11,22 111:24 115:12 116:4,10 139:9 consultants (12) 18:10 19:12,13 35:1 37:8 61:9 105:11 111:9 122:5 151:19 163:18 171:6 consultation (3) 27:16 83:15 162:22 consulting (1) 51:18 contact (2) 23:23 110:14 contacts (2) 110:25 131:25 contained (1) 168:16 contemporaneous (1) 154:4 content (2) 165:12 168:14 contention (1) 155:9 contents (4) 2:11 7:7 131:12 134:15 context (12) 5:11 43:4 44:24 50:6 67:14 73:3 98:13 115:1 120:18 168:16 169:21 171:9 contingency (1) 149:25 continue (3) 27:21 54:11 95:22 continuing (1) 131:12 contract (5) 56:12 108:3 109:21,25 112:9 contracting (1) 55:22 contractor (9) 25:21 37:6 39:18 51:20 58:6 83:16 87:10 105:4,6 contractors (14) 4:24 19:17 36:16 37:1,2,3 40:18 84:1,4 102:15 103:13 151:18 156:1 163:18 contracts (6) 17:10,21 54:25 55:2,10 93:1 contractual (7) 109:13,24 118:7,13,25 120:6 121:11 contribute (1) 100:7 control (8) 125:20 126:4 131:24 132:19 133:8 134:1 145:5 161:10 convenient (3) 53:13,19 157:15 conversation (11) 33:5 45:17 48:12 77:6 78:1 143:22 147:17 151:4,8 </p>	<p> 155:5 172:6 conversations (22) 13:17 32:14 60:8 66:4,6 88:9 90:12 91:6,8 99:6 111:13 129:4 133:7 143:10 152:10 153:9,10 160:14 161:9,13 163:4 171:20 conversationsdiscussions (1) 170:9 cooney (2) 131:17,20 coordination (1) 83:14 copy (5) 129:8 135:13,15,16 155:20 copying (1) 85:10 corporate (1) 11:21 corporation (1) 4:21 correct (34) 2:25 14:9 31:7 34:15 36:21 46:22,24 61:10 69:15 70:14 71:3 78:19,24 81:16 82:2 90:17 105:8 109:1 110:16 113:11 115:17,18 116:11,12 124:21 142:9,14 149:17 154:8,12 156:6 164:9 168:12 171:11 correctly (1) 171:12 correspondence (4) 25:25 85:7 154:23 155:11 cost (48) 20:10 37:15 44:11 47:6 66:11,16 83:18,24 84:11,20,23,24 85:1,2 86:10,11,17,20,21 87:10 93:19 109:22 110:14 111:6,9 112:7 115:12 140:14 142:4 144:15,22 145:11,19 146:5,7 149:8 150:6,7,11 151:5,7 152:8,17,24 153:4,21 162:12 167:8 costcutting (1) 147:14 costings (4) 46:21 47:3 96:21 152:10 costs (8) 50:16 111:24,25 147:25 151:4,13,19 152:8 couldnt (4) 33:17 43:11 79:9 97:24 council (4) 17:11 78:17,20 142:20 councillor (7) 49:13,22 102:13,20 103:5,10,12 councils (1) 104:16 counsel (4) 1:14 107:4 165:5 177:5 counsels (1) 157:20 course (13) 1:20 5:3 18:20 36:25 57:5 72:24 79:21 107:6 143:1 147:10 148:24 151:24 169:17 courses (3) 4:4 5:4 7:2 cousin (2) 44:14 45:19 cover (1) 137:20 covered (5) 11:20 71:21 78:13 159:5 169:7 covering (1) 30:5 </p>	<p> covers (1) 25:1 cpd (5) 4:6 7:1,9 131:12 159:4 cpdtype (2) 4:4 5:3 crap (1) 131:21 crawford (4) 65:2 75:19,21 76:8 created (1) 41:16 critical (1) 120:11 criticisms (1) 13:20 croydon (1) 164:15 crucial (2) 118:9 119:6 crude (1) 39:7 crudity (1) 141:6 crystallising (1) 119:12 culminated (1) 150:19 current (1) 144:16 currently (1) 139:8 curtains (1) 60:4 cut (1) 147:5 cv (2) 10:20 11:20 </p>	<p> dedicate (1) 156:20 deduce (4) 92:19 149:7 168:15 172:22 defensive (1) 155:16 deficiencies (3) 12:17,24 13:7 define (1) 74:19 defined (3) 50:9 58:21,22 definite (1) 64:3 definitely (1) 131:1 definitive (2) 7:24 152:17 degree (4) 11:25 19:16,19,22 delay (1) 83:23 delegating (1) 126:13 delegation (1) 37:11 deliberately (1) 154:25 delineation (2) 91:19 92:11 deliver (14) 12:23 15:3 16:2 21:13,15 39:23 58:11,11 80:14 83:18 84:17 85:2 87:1 98:10 delivered (8) 14:6,12 30:12 65:25 66:10 80:21 82:16 161:4 141:15 delivering (4) 12:14 14:1 21:12 86:23 delivery (8) 4:24 15:18,22 17:20 36:13 49:10 80:2,17 demonstrate (1) 104:16 demonstrating (1) 91:19 denied (1) 100:6 department (5) 23:1 59:7 78:9 99:15 164:6 departmentdirectorator (1) 12:19 departments (1) 134:25 departure (3) 29:12 38:18 88:3 depend (2) 19:8,12 depending (1) 55:4 derived (3) 140:10,17 142:11 derogated (1) 112:18 describe (5) 29:8 34:21 74:22 160:24 161:7 described (7) 34:16,19,25 45:1 59:21 143:2 166:18 design (73) 30:6,7 31:2 44:16,17 46:8 50:18 59:6 65:24 66:1 69:9,13 71:13,13 73:8,8,10,19 74:16 75:7 80:12 81:6 83:12,14 84:3,12 86:3,4 91:23 100:3,7,11 101:24 102:17 105:3,18 111:7,18,19,20,24 112:5,6,11,12,17,22,22 114:2 115:24 119:17 120:15 122:9,10 123:18,25 124:18 125:18 126:24 127:5 129:17 133:10 134:7 138:8 148:4 150:10 159:7 160:4,8,20 </p>	<p> 163:23 166:14 170:12 designated (1) 92:9 designer (5) 63:10 109:12,12 115:10 121:12 designers (1) 112:13 designs (1) 74:22 desirable (1) 119:2 desire (10) 12:1 14:16 49:24 50:25 60:2 61:18 85:12 90:13 145:6,23 desirous (1) 65:23 desk (3) 2:5 173:7 174:14 detail (27) 7:13 8:2 12:9 14:17 17:15 24:5 33:13 36:13 37:17,20 38:12 52:4,16 57:7,9 58:22 71:10 75:9 90:19 98:11 108:9 119:5 131:7 133:15 145:2 148:9 149:12 detailed (11) 49:18 50:18 52:6 68:13 69:12 71:13 73:19 83:13 134:3 137:21 141:15 details (4) 6:14 38:1,3 77:2 detection (1) 119:11 determined (2) 64:17 149:4 develop (1) 68:13 developed (6) 44:15 46:9 111:7 145:9 150:9 160:4 developing (1) 30:22 development (7) 4:18 30:7 101:24 105:19 111:6 119:18 122:9 devoted (2) 33:9,10 dialogue (3) 42:8 87:11 89:20 didnt (45) 4:11 7:12 27:3 36:3 44:24 47:1 64:9,11 70:23 72:1 73:23 79:13 81:21 88:18,25 91:22 93:8 95:22,24 100:12 102:22 104:21 108:15 114:15 121:20 125:4 130:22,25 131:2,10 132:15,16 133:6 134:5 135:7,25 136:17 138:14,15 145:1 147:11 163:17 164:14 169:19 172:20 difference (2) 71:7 89:22 differences (1) 71:5 different (15) 7:15 16:23 67:24 70:25 75:24 102:15,16 103:13 113:9,10 159:24 162:22 167:4 168:20 169:6 differently (4) 1:22 118:24 122:24,25 differing (1) 163:8 difficult (5) 33:6 52:24 91:10 102:15 152:18 difficulties (1) 156:18 </p>	<p> difficulty (2) 1:21 103:12 digest (3) 48:25 49:7,8 digested (1) 7:6 diligence (1) 69:11 dimensions (1) 173:18 direct (6) 111:19 118:7,8,13 119:13 120:6 directed (2) 103:9 126:18 directing (1) 60:24 direction (4) 61:2 92:23,24 120:14 directly (3) 17:23 18:12 118:6 director (18) 6:3 8:16,17 9:11,22,23 10:18 11:13 13:3 15:15 23:2 49:13 56:3,4 141:19,21 143:12,14 directorate (2) 112:23 143:13 directors (5) 13:23,24 27:24 141:17,18 discharging (2) 21:8 75:6 discrete (1) 39:13 discretion (1) 60:25 discuss (9) 9:1 38:15 43:2 73:3 87:19 110:14 118:2 137:17 168:5 discussed (25) 2:14 20:7 27:14 49:15 68:25 96:20 97:18,20,24 98:3,3,6,12 99:3,10 105:15 132:23 149:10 156:12,23 157:2 160:12 161:13 164:10 168:9 discussing (4) 152:12 168:9 170:4 171:8 discussion (30) 31:23,24 32:22 43:16 45:4,5 47:20 48:13,17,18 49:18 60:9 75:13 93:21 95:13 97:14 102:25 116:1 122:6 128:3 132:25 133:4,6,18 143:21 147:13 151:18 161:21,23 164:11 discussions (28) 29:21 51:15 67:8 72:19,20,21 75:3 93:24 94:4 104:9 110:11 126:14 137:13 138:2 141:15 145:5 149:15 151:15,17,21 156:7,17 160:9 162:16 163:12 168:13 170:11 171:18 disparity (2) 152:9 155:8 display (1) 152:15 displayed (1) 163:14 disruption (2) 57:24 82:17 dissatisfaction (1) 154:9 distillation (1) 161:9 </p>
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<p>distilled (1) 161:4</p> <p>distinct (2) 92:10</p> <p>111:18</p> <p>distribution (3) 127:2</p> <p>147:23 162:6</p> <p>divergence (1) 121:15</p> <p>divided (1) 20:10</p> <p>document (10) 27:13</p> <p>52:21 104:7 107:22</p> <p>109:4,5 125:19 131:15</p> <p>137:5 159:16</p> <p>documentary (2) 74:21</p> <p>144:4</p> <p>documentation (3) 77:4</p> <p>117:3 168:16</p> <p>documented (2) 125:18</p> <p>169:3</p> <p>documents (10) 2:9</p> <p>27:19 78:11 107:21</p> <p>108:3,3,7,18,24 109:3</p> <p>does (8) 20:24 56:1</p> <p>66:10,17 94:3 116:21</p> <p>155:4,5</p> <p>doesn't (2) 66:16 84:19</p> <p>doing (3) 96:16 118:16</p> <p>119:21</p> <p>done (16) 29:22 44:25</p> <p>48:14 49:25 51:3 61:4</p> <p>64:19,22,22</p> <p>88:13,15,16 105:2</p> <p>126:7 131:13 148:22</p> <p>dont (56) 1:25 6:24</p> <p>8:13 11:19 15:13</p> <p>16:23 24:6 25:10,18</p> <p>26:2 29:3 32:9 34:3,7</p> <p>42:7,19 45:21 46:6,14</p> <p>48:20 52:14 64:11</p> <p>77:20 87:23 89:14</p> <p>96:14,25 105:19 106:9</p> <p>122:15 124:8,23 126:5</p> <p>127:4,24 130:15,24</p> <p>131:4,14 132:11,16</p> <p>135:23,23,24 136:1</p> <p>138:3 152:13,19 157:2</p> <p>159:9 163:1 165:20</p> <p>168:9 170:24 174:6,8</p> <p>door (4) 38:25 44:15</p> <p>46:13 174:18</p> <p>doors (1) 174:16</p> <p>double (2) 20:5 59:12</p> <p>doublechecked (1)</p> <p>135:14</p> <p>doubt (5) 2:17 23:11</p> <p>25:12 109:16 167:25</p> <p>down (21) 1:11 22:9</p> <p>42:21 49:4 58:18 59:3</p> <p>66:1 94:9,20 97:5,7</p> <p>104:3 105:12 108:16</p> <p>125:16 133:12 148:23</p> <p>154:19 161:5</p> <p>171:22,24</p> <p>draft (13) 108:9,10</p> <p>120:24 130:19</p> <p>133:15,20 134:2</p> <p>155:18 156:3,4,8,10</p> <p>157:1</p> <p>draw (2) 50:17 76:6</p> <p>drawings (2) 100:23</p> <p>101:15</p> <p>drew (1) 140:24</p> <p>drive (8) 14:11 58:23</p> <p>59:3,22 60:17,18,23</p> <p>76:1</p>	<p>driver (5) 50:24 66:17</p> <p>84:20 96:12 139:17</p> <p>drivers (2) 14:15 84:6</p> <p>drop (1) 139:3</p> <p>dropped (1) 9:16</p> <p>dual (1) 21:6</p> <p>dubai (1) 7:11</p> <p>due (2) 39:20 69:11</p> <p>dunkerton (21) 34:13</p> <p>36:3,7 37:20 38:16,18</p> <p>40:8,22 114:6 121:21</p> <p>126:13,18 127:1</p> <p>128:1,9,14 129:1,19</p> <p>137:22 138:18 148:10</p> <p>dunkertons (4) 38:20</p> <p>39:6,17 56:21</p> <p>duration (2) 138:23</p> <p>139:14</p> <p>during (15) 1:20</p> <p>3:13,16,18,24 6:23</p> <p>11:14 31:7 34:16</p> <p>40:11 53:18 56:25</p> <p>57:2,8 72:23</p> <p>duties (5) 9:21</p> <p>34:20,22,23 118:22</p> <p>duty (1) 115:3</p> <p>dynamic (1) 148:7</p> <p>dynamics (1) 146:23</p>	<p>early (8) 29:9 30:25</p> <p>31:9 40:24 119:17</p> <p>122:9 133:16 144:5</p> <p>ease (1) 104:19</p> <p>economiesofscale (1)</p> <p>50:19</p> <p>ed (5) 100:2,4,4 102:11</p> <p>169:11</p> <p>eddie (2) 100:8 103:9</p> <p>effect (5) 65:17 93:22</p> <p>98:4 99:4 136:20</p> <p>effective (3) 22:1 96:2</p> <p>162:12</p> <p>effectively (6) 14:21</p> <p>16:6 34:23 44:1 63:15</p> <p>80:12</p> <p>efficiencies (1) 58:3</p> <p>efficiency (14) 42:11</p> <p>45:1,6,8 47:9 50:5</p> <p>57:25 58:11,18,23</p> <p>66:8,14 84:9 159:1</p> <p>efficiently (2) 65:25</p> <p>66:10</p> <p>effluxion (1) 97:22</p> <p>eightten (1) 33:14</p> <p>either (16) 5:22 7:9</p> <p>11:14 12:15 24:8</p> <p>32:15 45:23 55:4</p> <p>71:15 88:5 112:14</p> <p>126:10 132:1 133:23</p> <p>153:3 167:15</p> <p>electrical (2) 88:19</p> <p>141:12</p> <p>element (11) 52:15</p> <p>68:22 69:1,15 73:24</p> <p>76:25 77:14 87:11</p> <p>113:1 157:9,10</p> <p>elements (9) 20:11 31:9</p> <p>58:7,14,16 69:25</p> <p>118:17 133:22 147:4</p> <p>elm (5) 44:20 49:16</p> <p>140:10,23 144:2</p> <p>else (14) 11:5 48:3 53:7</p> <p>74:14 92:4 95:3 98:5</p> <p>102:23 106:3 110:19</p> <p>132:2 149:11 153:14</p> <p>174:3</p> <p>elses (1) 79:1</p> <p>elsewhere (2) 7:11 8:4</p> <p>email (62) 22:6,8,20</p> <p>23:3,9,17</p> <p>24:15,16,17,23 26:8</p> <p>42:14,15,17,19</p> <p>43:7,15,15 44:8 46:15</p> <p>47:15 59:5,7 85:7,9</p> <p>90:6,7,10,23 91:14</p> <p>92:14 94:1,25 95:2</p> <p>96:18 104:5 110:8,17</p> <p>111:1,3 113:20 128:1</p> <p>131:16 132:6 135:6</p> <p>138:24,25 139:1</p> <p>144:8,15,17</p> <p>146:2,3,16</p> <p>154:5,6,14,22,23</p> <p>155:7,19,22</p> <p>emailed (3) 128:2,2</p> <p>139:1</p> <p>emails (1) 154:4</p> <p>emanate (1) 60:19</p> <p>emb (1) 169:7</p> <p>emergency (1) 133:25</p> <p>emerging (1) 162:10</p> <p>emphasis (2) 169:24,24</p>	<p>employed (2) 57:13</p> <p>64:21</p> <p>employees (1) 169:22</p> <p>employer (1) 88:10</p> <p>employers (8) 57:13</p> <p>109:22 110:1 111:25</p> <p>112:9,16,18 115:11</p> <p>employing (1) 83:16</p> <p>encompassed (1)</p> <p>159:14</p> <p>end (14) 37:24 41:3</p> <p>42:20 109:18,19</p> <p>137:15 139:5 148:24</p> <p>155:22 157:16</p> <p>161:15,20 165:5</p> <p>170:12</p> <p>ended (3) 75:21</p> <p>119:11,21</p> <p>energy (1) 58:17</p> <p>engage (12)</p> <p>59:10,17,25 60:6,7</p> <p>61:8 63:24 116:3,4</p> <p>122:16 139:5 156:18</p> <p>engaged (7) 19:13 25:8</p> <p>39:25 41:2 63:6 64:1</p> <p>73:18</p> <p>engagement (9) 24:10</p> <p>30:21 36:12 57:3,8</p> <p>153:12 154:10 159:11</p> <p>169:25</p> <p>engaging (1) 111:16</p> <p>engineered (1) 146:9</p> <p>engineering (10) 6:4</p> <p>8:16 9:23 15:16 56:4</p> <p>147:7,15 148:3</p> <p>149:5,10</p> <p>enhance (3) 46:8 85:13</p> <p>90:13</p> <p>enhanced (2) 80:1,17</p> <p>enquiries (1) 111:12</p> <p>enquiry (1) 89:15</p> <p>ensure (19) 8:7 14:11</p> <p>19:17 35:3,5 50:19</p> <p>51:2 70:8 80:19</p> <p>83:17,21 92:6 100:11</p> <p>118:24 123:7 124:15</p> <p>130:1 134:15 135:5</p> <p>ensuring (14) 30:9,11</p> <p>40:15 47:9 56:18</p> <p>116:16,22</p> <p>117:11,21,23 125:2,9</p> <p>126:6 127:14</p> <p>enter (2) 17:10,20</p> <p>entertain (1) 147:13</p> <p>enthusiasm (1) 76:1</p> <p>entire (1) 145:2</p> <p>entirety (1) 14:6</p> <p>entitled (1) 146:5</p> <p>entrance (2) 173:6</p> <p>174:16</p> <p>entry (13) 97:6 99:23</p> <p>102:11 105:13 122:2,4</p> <p>127:8 128:22 129:3,21</p> <p>133:14 148:1,24</p> <p>environment (4)</p> <p>14:20,20 44:1,5</p> <p>environmental (1)</p> <p>145:8</p> <p>envisage (1) 68:6</p> <p>envisaged (2) 68:19</p> <p>73:9</p> <p>epg (2) 44:11,19</p> <p>equal (1) 56:1</p>	<p>equality (1) 56:2</p> <p>equally (4) 15:9 48:1</p> <p>84:18 130:8</p> <p>equivalent (1) 48:14</p> <p>er (1) 52:12</p> <p>es (5) 96:2 97:14 98:4</p> <p>107:18 169:14</p> <p>escape (3) 118:18</p> <p>119:10,18</p> <p>essential (1) 132:21</p> <p>essentially (5) 34:17</p> <p>45:10 55:15 108:3</p> <p>111:5</p> <p>established (1) 33:15</p> <p>establishing (1) 8:22</p> <p>establishment (2) 9:19</p> <p>145:9</p> <p>estate (14) 29:23 31:16</p> <p>41:24,25 42:1,3 51:1</p> <p>65:18,20,25 66:7,21</p> <p>134:22 135:16</p> <p>estimate (6) 39:6,8</p> <p>92:25 141:1,2 157:20</p> <p>estimated (2) 50:16</p> <p>144:15</p> <p>estimation (1) 157:19</p> <p>et (10) 3:10 5:5 18:10</p> <p>31:25 58:10 78:9 88:1</p> <p>132:20 153:13 155:16</p> <p>etc (1) 142:2</p> <p>eu (1) 81:8</p> <p>european (3) 55:14</p> <p>69:20 81:12</p> <p>evaluate (1) 144:18</p> <p>evaluation (2) 86:17,19</p> <p>even (11) 40:3 62:11</p> <p>73:14 77:13 80:7 91:7</p> <p>93:5 129:13 131:4</p> <p>149:13 153:21</p> <p>evening (1) 31:2</p> <p>event (1) 119:24</p> <p>ever (11) 64:6,6 88:4</p> <p>93:21 126:10 132:1,23</p> <p>152:19 160:12 161:13</p> <p>167:25</p> <p>every (1) 115:2</p> <p>everyone (1) 1:3</p> <p>everything (1) 147:3</p> <p>evidence (29) 1:18 2:14</p> <p>9:17 29:17,25 36:18</p> <p>52:4 53:22 67:19</p> <p>71:22 72:23 74:21</p> <p>78:5 90:22 106:8,10</p> <p>107:5,15 128:11 144:5</p> <p>146:11 158:7 165:21</p> <p>168:21 170:17 171:11</p> <p>174:10,24 175:3</p> <p>evidenced (1) 78:14</p> <p>evident (2) 117:3 135:8</p> <p>evolution (1) 112:18</p> <p>evolved (4) 14:25 22:3</p> <p>122:10 155:8</p> <p>evolving (2) 120:15</p> <p>138:8</p> <p>exact (1) 141:15</p> <p>exactly (6) 8:23</p> <p>108:20,23 130:6,15</p> <p>161:19</p> <p>examination (2) 1:20</p> <p>107:3</p> <p>examine (2) 76:23</p> <p>107:11</p> <p>examined (1) 175:25</p>	<p>example (12) 20:25</p> <p>36:11,15 37:4,13,22</p> <p>38:10 50:10 116:18</p> <p>118:18 128:1 146:24</p> <p>excess (1) 86:24</p> <p>excluded (2) 89:11,13</p> <p>excuse (2) 16:22 130:12</p> <p>executive (14) 13:3,23</p> <p>18:15 24:8 25:15</p> <p>26:3,9,19 27:24 31:23</p> <p>32:22 72:22 98:15</p> <p>150:14</p> <p>exercise (6) 56:23 60:14</p> <p>61:21 65:1 68:20</p> <p>76:21</p> <p>exercises (2) 56:9,9</p> <p>exerting (1) 25:25</p> <p>exhibit (2) 83:6 85:5</p> <p>exhibited (2) 81:1</p> <p>163:24</p> <p>exhibits (1) 2:17</p> <p>exist (1) 172:20</p> <p>existing (9) 15:20 52:8</p> <p>127:9,16 128:20,25</p> <p>129:22 131:21 132:3</p> <p>exo00000519 (1)</p> <p>135:21</p> <p>exo000005194 (1)</p> <p>136:3</p> <p>exo000005198 (1)</p> <p>136:14</p> <p>exo000005492 (1)</p> <p>138:25</p> <p>exo00001279 (1)</p> <p>131:18</p> <p>exova (36) 115:21,23</p> <p>118:2,5</p> <p>120:9,14,21,25 121:4</p> <p>122:21</p> <p>123:1,5,6,6,13,21,24</p> <p>124:2 125:1,22</p> <p>126:10,14 127:10</p> <p>128:6,21</p> <p>129:9,10,13,16</p> <p>130:2,19 131:16 132:8</p> <p>135:20 139:1,13</p> <p>exovas (3) 118:24 120:5</p> <p>138:23</p> <p>expanded (1) 141:24</p> <p>expansion (1) 116:1</p> <p>expect (9) 36:6 84:9</p> <p>93:23 112:11</p> <p>121:4,7,12 137:4</p> <p>139:13</p> <p>expectation (2) 96:10</p> <p>126:8</p> <p>expected (8) 35:8 40:4</p> <p>52:15 110:18 112:14</p> <p>121:10 137:14 170:13</p> <p>expecting (2) 109:17</p> <p>110:17</p> <p>expenses (4)</p> <p>142:6,11,19 143:2</p> <p>experience (32) 2:21</p> <p>3:19 11:16 12:20</p> <p>13:13,14 22:4</p> <p>31:19,25 32:2,16 42:9</p> <p>54:16 56:5 62:19</p> <p>63:20 65:8 70:3</p> <p>71:15,23 72:3,14,18</p> <p>74:21 75:13,25 87:1</p> <p>88:22 112:24 131:11</p> <p>169:11,23</p>	<p>experienced (1) 76:3</p> <p>experiences (1) 118:21</p> <p>expertise (8) 13:21</p> <p>62:19 65:7 72:3,4</p> <p>86:25 112:21 131:11</p> <p>explain (9) 23:21 56:15</p> <p>61:7 68:19 95:15</p> <p>114:12,18 118:12</p> <p>119:5</p> <p>explained (2) 47:2</p> <p>167:20</p> <p>explaining (1) 145:15</p> <p>explanation (4) 64:5</p> <p>108:24 131:2 145:14</p> <p>explicit (1) 160:18</p> <p>explored (1) 67:25</p> <p>expose (1) 167:1</p> <p>exposure (1) 54:18</p> <p>express (4) 88:25</p> <p>113:12 120:4,7</p> <p>expressed (6) 13:12</p> <p>25:5 60:2,12,23 100:9</p> <p>expressly (10) 25:13</p> <p>72:25 74:18,19,20</p> <p>81:14 82:1,5 83:25</p> <p>84:22</p> <p>extensive (1) 54:18</p> <p>extent (9) 12:9 27:1</p> <p>65:18 77:19</p> <p>78:7,10,13 89:17</p> <p>99:15</p> <p>exterior (1) 45:11</p> <p>external (13) 19:12</p> <p>25:21 35:1 43:25 44:5</p> <p>48:5 58:19 101:23</p> <p>102:5,7 119:21 129:16</p> <p>136:21</p> <p>externally (2) 101:16,17</p> <p>extra (1) 146:7</p> <p>extract (1) 33:12</p> <p>extraction (1) 52:2</p> <p>extremely (2) 42:11</p> <p>152:18</p> <p>eyes (1) 78:14</p> <p>eyesore (1) 46:13</p>
						<p>F</p> <p>faade (3) 45:11 58:19</p> <p>164:8</p> <p>faades (1) 48:5</p> <p>faced (1) 81:17</p> <p>facetoface (1) 155:14</p> <p>facilitate (2) 80:2,17</p> <p>facilitated (2) 53:2 74:7</p> <p>facility (1) 44:15</p> <p>factor (2) 84:25 86:20</p> <p>factored (1) 145:10</p> <p>fail (1) 89:6</p> <p>fair (20) 19:15 21:15</p> <p>25:12 34:4,9 35:24</p> <p>40:7,8,25 41:16,18</p> <p>47:11 55:23 71:2</p> <p>73:23 92:12 93:6</p> <p>105:4 136:10 141:6</p> <p>fairly (8) 54:18 63:2</p> <p>70:12 72:21 94:23</p> <p>99:12 118:17 119:17</p> <p>fall (1) 95:25</p> <p>fallen (1) 88:21</p> <p>falls (1) 81:7</p> <p>familiar (5) 16:13,16</p> <p>54:20 55:18 173:17</p>

familiarise (3) 22:12 97:9 107:23	124:15,16 125:2,10,18,19,23	form (10) 6:17 7:16 10:20 11:1 70:16	gain (3) 3:19 51:19,20	greaves (1) 38:23	155:5 160:13 167:25	154:23
family (1) 175:11	127:9,16,19,22	102:9 115:10,11	gap (1) 94:20	grenfell (124) 5:16 6:1	171:20	hosted (2) 115:25,25
far (1) 50:24	128:3,20,25	160:15 170:13	gardens (5) 44:20 49:16	7:20 8:3 17:15,18	head (1) 59:6	hour (1) 157:17
favour (1) 147:10	129:1,6,11,22	formal (5) 10:17,23	140:10,23 144:2	19:25 20:6,10,15,17	headed (1) 104:13	hours (1) 4:7
favoured (1) 161:7	130:2,9,12,13,14,16,19	67:9,10 90:20	garish (1) 163:2	22:2 23:4,19 25:8,17	header (1) 155:19	house (5) 6:9,12,14,22
feature (1) 7:19	132:3,19	formalise (1) 139:8	garnock (1) 6:6	26:12,21,24 27:2,14	heading (8) 27:15 49:16	7:3
featured (1) 52:7	133:13,15,19,25	formally (2) 2:18 59:18	gave (11) 48:9 73:6	28:20 29:5,23 30:17	100:25 104:23 125:15	housing (44) 3:19,22
february (9) 2:6 49:1	134:5,6,8,11,12	format (1) 146:19	81:25 84:23 86:12	31:16,20,24 32:20	127:7 128:17 133:13	4:3,9,11,16,17,20,22
februarymarch (1) 39:2	135:11,19 136:21	formed (1) 114:18	102:19 110:22 123:22	33:9,16,24 34:11	headline (3) 36:8,10,14	10:2,4,11 12:6,6
fed (1) 133:7	137:9,17 138:1,4,5,8	forms (1) 170:6	134:17 145:11 167:8	38:19,21,22 39:9,22	heads (1) 19:10	14:3,19,20 15:2,23
fee (19) 36:16	161:12,14 162:2,17	formulated (1) 47:16	general (13) 6:13 7:23	41:7,14,17,20 42:2,5,8	health (16) 8:7 38:24	22:25 23:2 29:21
37:1,8,12,14 38:10	163:12 168:21,23	forthwith (1) 139:7	8:1 16:13 52:13,19	43:3,21 44:2,10,22	112:3,15 116:17,24,25	32:21 48:25
85:15 92:25	169:3	forum (2) 20:16 99:20	55:18 59:1 122:8	45:18 46:12	117:22 118:1,14	49:7,8,10,11,13 59:13
93:3,4,13,14 95:24	170:17,20,23,24,25	forward (14) 12:23	132:19,25 133:4	49:15,18,25	121:22 128:4 129:7	70:21 76:19,25
124:2,10,24 126:11,15	171:4,8,9,13,18,21	14:11 46:11 47:4	153:11	51:2,4,12,24 52:2,15	134:19,23 157:20	77:14,19 78:12,14
139:4	172:17 173:22 174:4	73:19 76:11 122:21	generally (1) 60:1	55:8 56:7,16 57:19	hear (2) 1:4 175:4	82:3 134:21
feedback (4) 22:4	fireproof (1) 163:16	134:24 138:9 140:24	generate (1) 51:17	58:8,15 59:9,17 62:20	heard (1) 45:21	141:17,18,19
129:15 161:3 164:5	fireproofing (1) 163:13	151:1,2 162:20 174:17	generated (1) 144:2	65:17 66:7,20 67:11	hearing (2) 1:4 176:8	143:12,15
feel (1) 1:24	fires (4) 6:5,7 7:10 8:4	forwarding (1) 43:15	generic (1) 82:3	68:14 70:16,22 71:1,6	heat (1) 166:25	however (7) 4:1 14:24
fees (9) 40:18 93:6,23	firm (1) 47:5	found (19) 20:3 26:10	genuine (1) 50:25	73:23 76:16,19 77:17	heating (6) 58:17 59:12	19:20 27:18 50:6 71:9
96:2,11 97:14 98:5	firmed (2) 47:10,12	34:1 65:13 81:2 89:2	get (7) 34:3 43:20	80:9 81:5,9,14 82:1,5	88:7,17,18 101:19	160:5
142:2 155:1	first (76) 2:6 4:17 8:19	95:6 97:4 114:3 120:2	51:13,22 93:17 104:21	83:22 85:13 86:11,14	hed (1) 75:18	hra (1) 143:15
feet (1) 173:19	9:11 12:8,11,12 17:14	122:1 126:25 131:18	156:20	87:7,18 89:8 90:14	heights (1) 6:6	hunters (11) 46:22
felt (6) 14:9 22:5 41:16	20:16 22:22 25:3	135:21 137:7 144:10	getting (7) 27:18 61:15	91:24 92:1,6 95:10	held (6) 11:12 29:1 35:5	47:18,25
116:3 119:1 171:13	26:16 27:11,22	147:20 166:10,12	66:14 94:22 146:18	96:16 97:8 100:12,21	52:23 99:20 147:20	48:1,6,9,14,14,16 53:9
fenestration (3) 101:23	29:6,16 33:20 39:15	four (4) 32:13 42:2	156:18 171:24	102:18 103:16 105:7	help (38) 15:21	150:8
102:5,7	40:22 41:12 43:17	137:13,18	gibson (4) 38:16,17	110:13 113:5	22:22,23 27:22	hyde (1) 10:11
fenestrations (1) 119:22	44:19,22 46:2 47:12	fourth (3) 50:14 59:8	107:5 175:25	116:10,23	28:4,11 34:21 44:19	
few (1) 2:20	49:6,19 50:3 57:16	102:10	gist (1) 13:20	118:10,11,16 119:9	45:18,25 47:16 49:6	
fifth (1) 82:10	58:2 59:16 61:24 65:5	fra (2) 171:15 172:11	give (19) 1:18 8:1 12:8	123:8 132:24 135:8	50:8 57:7 59:25	
figure (3) 140:19 149:7	67:9 69:22 77:18 81:1	framework (13) 57:15	13:20 33:8 46:25 47:1	143:9 156:11 158:24	68:6,19 71:4 78:16	
150:25	84:14 85:6 87:14,20	69:4 73:18 80:23 81:8	57:9 75:9 82:5 98:11	167:10,24	80:3 82:18 94:3 95:15	id (25) 4:3 10:10 11:24
figures (6) 140:16	89:3,6 90:18,20	82:12 89:4,6,9,9,17,25	113:12 120:18 131:2	ground (1) 171:7	96:23 102:3 103:5	20:23 33:15 45:17
150:17 152:21	91:1,20 92:17 96:19	156:19	132:17 152:21 173:18	group (1) 10:11	115:22 134:17 140:19	48:12 54:18 56:11
153:4,22 168:15	101:4 105:16 114:13	frameworks (2)	174:24 175:3	groups (2) 31:3 40:14	142:9 150:1 152:25	63:5,9,17 82:6 90:11
final (7) 120:15 128:18	115:22,23 116:7 118:3	free (2) 33:25 175:5	given (25) 9:17 25:20	grow (1) 76:11	154:4 166:15 167:13	103:20 104:6 110:18
129:20 132:12 138:22	123:18 124:8 127:2	fresh (1) 73:11	28:24 29:25 39:6 50:2	guidance (9) 78:2	170:8 174:11,14	111:12 120:10,12
148:1,14	137:2,6 139:18 142:7	front (1) 162:10	64:4 77:14 79:12	79:8,15 99:12,14	helpful (1) 175:4	129:15 130:4 135:7
finalise (3) 37:17,21	144:23,24 146:10	frustration (1) 154:17	84:10 97:22 98:2	120:22 121:7,10	here (16) 2:15 25:5	150:3 151:15
108:18	150:21 154:22 156:14	fulfil (3) 19:7 31:19	107:12 120:6 121:10	126:20	44:12 67:6,15 70:2,12	idea (4) 13:20 25:7 33:8
finalised (3) 137:9	158:23 159:19	114:22	127:14 128:24 130:5	guided (2) 95:20 140:14	75:24 81:4 92:24	171:25
138:9 155:1	162:14,19 164:2	fulfilled (2) 5:25 9:13	134:18 136:25 146:11		99:11 146:19 148:6	identified (12) 5:21
finalising (6) 36:11	170:22 173:12	fulham (1) 48:15	156:3 159:3,4 170:5	H	154:4 156:13 175:8	6:11 7:19 12:17 13:7
37:8,12 38:25 119:11	fit (1) 61:14	full (4) 42:19 89:4	gives (3) 81:13 96:1	hadnt (8) 12:13,14 50:9	hes (1) 168:18	21:25 41:14 66:22
137:17	five (1) 32:13	141:11 145:16	114:24	58:21,22 64:20 133:21	hesitate (1) 1:25	72:24 104:8 115:4
finally (2) 2:1 70:7	fix (1) 93:25	fulltime (1) 9:9	giving (3) 92:23,24	145:10	hidden (6) 20:2,16	163:25
finance (6) 11:13 31:4	fixed (1) 170:21	fully (1) 22:1	161:25	hale (3) 114:9 144:9	21:24 38:23 87:16	ie (7) 25:21 49:22 60:23
141:17,21 143:14	flats (1) 6:19	function (12) 12:4,13	glazing (1) 59:12	146:2	98:18	78:11 84:8 141:20
151:10	flesh (2) 14:17 156:7	13:25 21:5,8 28:11	gleaned (1) 168:18	halfe (3) 114:9 144:9	high (4) 52:19 124:16	144:16
finances (1) 16:3	flippancy (1) 103:8	35:19,24 55:12 83:20	goals (1) 158:25	hall (1) 52:23	125:2,9	iese (11) 57:15 69:3
financial (5) 20:21	floor (2) 59:14 171:7	113:2 134:22	going (21) 1:4 11:25	halt (1) 106:3	higher (1) 42:2	73:18 80:23 81:7
54:22,24 56:13 84:4	floors (1) 59:13	functions (2) 9:20 10:5	12:23 20:17 39:9	hammersmith (1) 48:15	highest (1) 42:1	82:12 89:4,9,17,25
find (6) 62:1 91:4,4	flowing (5) 25:11 62:17	fund (1) 65:19	53:20 56:8 61:8 64:3	hand (3) 19:9 164:13	highlevel (1) 75:12	156:19
99:21 111:2 137:2	67:19 93:17 171:17	funded (2) 141:13	80:5,20 84:2 91:14	165:12	highlighted (1) 112:8	ill (12) 1:22 22:12 46:16
finding (2) 91:9 130:5	focus (4) 11:18 14:11	142:10	96:18 102:16 106:2,7	handover (4)	highlighting (1) 124:17	49:2 98:20 104:24
findings (1) 7:4	20:13 71:14	funder (1) 28:21	117:9 118:9 138:9	137:12,13,22 138:17	highprofile (1) 163:7	107:22 109:7 124:4
fine (1) 97:1	focused (1) 71:11	funding (8) 4:21 16:1	150:19	hang (1) 165:14	highrise (15) 5:2,6,7 6:5	136:14 144:12 164:3
finish (6) 50:12 51:23	focusing (1) 112:3	25:23 30:19 31:5	gone (4) 19:19 39:7	hanging (1) 77:24	7:10,21 32:3,13 51:7	illustrative (1) 100:23
102:8 159:23 162:12	folder (1) 2:4	142:1 151:14,16	78:20 82:21	happen (1) 100:12	64:7,13 71:23 72:2	im (36) 13:4 23:20 24:7
164:7	follow (4) 120:17	141:5,8 142:21	good (8) 1:3,15 24:3	happened (3) 42:5 63:3	88:6,13	29:24 30:3 32:11
finishes (2) 67:25	121:13 135:24 141:9	143:5,7 144:3	54:13 66:2 107:1	88:2	himself (2) 22:10	33:12 39:11 52:3
162:23	following (11) 6:11 7:3	147:10	169:3 175:18	happening (1) 129:1	138:14	56:17 62:5 64:4 72:21
fire (104) 5:1,4,8,11	28:1 81:6 101:14	102:19 107:14 125:16	governance (8) 26:14	happy (2) 147:13	historically (1) 13:15	85:23 91:9 95:12
6:12,14,16,21,23 7:21	126:14 133:7,20 144:8	133:1 134:3,8 136:2	27:5,5 58:10	165:17	holder (3) 21:3 49:12	102:25 105:22 109:8
8:8 38:25 105:14,18	146:2 150:8	142:5 148:18 154:14	80:1,16,22 156:19	having (1) 10:11	60:21	117:9 128:23 130:4
116:2,4,20,22,24	follows (1) 30:16	161:8 174:22	governed (2) 16:11	haveing (1) 10:11	holmeifield (1) 38:23	145:1,4 146:18 151:24
117:5,7,11,17,18,24	fora (3) 20:18,19 21:25	103:22 136:22 152:11	80:21	hope (1) 175:8	homes (9) 20:2,16	154:3 157:14 163:4
118:8,14 119:6,10,24	force (1) 160:6		governing (1) 16:17	hopefully (2) 94:25	21:24 38:23 45:12	165:12,14,17 168:8
120:24 121:8,18	fordham (2) 60:4 104:2		grateful (1) 175:2		66:8 82:15 87:16	169:15 171:11 174:19
122:3,7,13,17	fordhams (1) 88:21		great (1) 108:8		98:18	immediate (2) 71:7
	forgive (3) 61:23 105:24		greater (4) 19:16 50:5			103:21
	150:10		57:25 86:11			immediately (7) 7:3
		G				74:11 94:8 105:15
		g (1) 90:16				108:16 110:1 174:18

impact (6) 31:17 80:5 89:23 98:9 119:12 145:16	indulgence (1) 164:22	32:25 79:25 80:16	item (10) 49:5,16 53:5 68:24 98:20 99:24 104:3 114:7 128:19 152:14	juggling (1) 33:4	knew (5) 10:12 123:6 144:25 163:17 175:10	leadbitters (2) 152:7,10
impasse (1) 146:9	industry (2) 114:17 115:7	131:16	104:3 114:7 128:19 152:14	july (13) 22:6,15,21 23:10 24:18 25:24 128:8 129:17 132:7 138:25 162:5 166:14 171:10	know (29) 10:9 13:12 17:20 29:1,3 42:7 61:19 64:11 96:25 97:20 109:8 121:17 123:5 126:3 129:13 130:15 131:4 134:19 135:23,24 138:3,14 146:16 153:15 157:2 161:17 170:25,25 174:7	leader (1) 123:12
impede (4) 91:24 98:9 113:6,17	inelegant (1) 47:10	internally (5) 37:16 40:15 45:12 63:23,23 interpretation (3) 61:2 82:6,7	itemised (1) 91:15	june (5) 9:8,16 16:20 126:25 171:10	known (8) 24:7 28:16 57:14 93:11,12 145:17,20 146:14	leading (2) 103:21 160:6
impeded (1) 113:14	inert (3) 159:14,22 160:11	interrogate (1) 75:4	items (3) 104:8 108:17 147:13	junejuly (1) 172:9	knowledgable (1) 76:3	leads (2) 65:3 108:23
imperative (4) 59:2,3 60:23 62:9	influence (1) 27:1	interrogation (4) 19:20,23 133:15 134:3	iteration (1) 161:8	justify (1) 79:1	known (8) 24:7 28:16 57:14 93:11,12 145:17,20 146:14	learned (1) 6:22
implemented (1) 134:7	inflencer (3) 41:21,22 83:3	interrupt (3) 64:4 117:9 154:3	iterative (1) 160:25	K	knowsley (1) 6:6	least (6) 47:22 50:3,23 62:1 63:1 95:13
implications (2) 112:15,16	inform (2) 159:6,9	interrupting (2) 14:14 61:23	its (63) 1:23 14:6 15:24 24:17 25:25 33:6 39:12 40:7 44:10,13 52:3,10,14,24 53:12 59:8 61:11 64:10 66:8,17 70:9 73:23 74:5 78:23 79:4 80:2 82:4,21 83:6 85:15 88:19 93:22 98:4 105:22 112:14 114:17 115:7 120:3 121:14 124:3 125:7 131:12,22 133:24 134:15 138:25 140:1 142:13 148:7,8 150:13,24 154:6 159:18 163:15 165:14 166:24 169:9,22 171:24,24 173:20 175:3	calc (83) 5:16 17:15 20:10,13,20 21:14 28:16 29:3 30:22 31:3,12,15 41:16,19 42:5 44:2 45:20 46:13 49:21,23 50:20,22 51:4 57:19 59:15,23 60:10,15,18 62:23 63:14 65:7,16,24 66:2,3 68:4,17 69:10,16 70:13,15,25 71:6 74:11 76:15,18,22 80:8,13 81:11 82:13,16,19 83:1,13 85:14 86:4,10 89:19 90:14 91:17,17,20 92:2,6 94:21 96:15 99:18,21 100:9 105:3,7 111:15 113:5,6,13,18 155:2 156:11 157:8 167:8,23 168:17	knowledge (14) 8:3 13:8,10 70:3 72:14,18 112:21 151:15 159:3,6,24 162:16 166:18 168:18	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
implied (2) 113:13,15	information (15) 28:24 35:2,4 47:19 52:17 67:2 76:24 134:20 135:13 145:13 153:22 155:16 174:11,12,13	interrupting (2) 14:14 61:23	jointly (4) 15:7 53:16 76:16 77:17	lacking (1) 12:25	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	leaving (1) 4:5
implied (2) 113:13,15	informal (2) 7:1,9	interruption (1) 149:3	joint (6) 33:22 34:8 77:24 85:19 94:15 102:23	lakanal (10) 6:9,12,14,22 7:3,20 8:4 159:3,4,5	legally (1) 60:6	led (6) 32:25 60:10 78:25 79:4 152:9 167:13
importance (1) 98:4	informed (8) 22:1,5 23:18 38:13 88:4 95:21 140:13 143:7	interview (8) 11:1 63:3 74:1,2,3,4,10,14	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
important (6) 50:23 77:15 96:9 118:8,12 120:7	inherent (2) 163:16 166:24	interviewed (4) 8:24,24 11:3 15:10	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
importantly (2) 112:2 161:10	inhouse (1) 112:21	interviewing (1) 15:6	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
imposed (1) 55:22	initial (14) 13:1 39:22 53:1,9 56:23 62:21 75:11 85:17 88:23 94:13 100:18 102:12 133:20 140:8	interviews (2) 11:14 74:6	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
impressed (1) 75:22	initially (9) 4:18 10:8 14:23 39:1 69:13 75:16 76:9 118:5 143:22	into (17) 4:9,11,16 6:11 17:10,20 41:4 53:10 62:11 64:3 74:8 77:13 80:9 100:3,11 136:2 146:23	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
impression (11) 35:23 38:9 81:13 82:1,4 84:10,21,24 92:4 96:1 104:21	input (2) 100:2,11	intrinsic (1) 111:23	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
improve (2) 51:1 158:25	inquiry (7) 1:14 2:3,18 45:22 90:22 167:21 177:5	introduced (7) 65:3 75:18 81:22 114:8,21 146:23 147:4	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
improved (2) 44:18 47:9	insofar (2) 23:17 25:17	introductions (1) 114:7	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
improvement (1) 110:12	install (3) 132:15,18,20 67:17	invested (1) 14:2	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
improvements (1) 82:15	instance (3) 49:12 99:9 139:18	investigate (2) 44:9 123:2	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
improving (5) 44:25 45:6,8 66:7,8	instead (1) 107:12	investing (1) 44:11	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
inaccurate (2) 153:3,5	instruct (3) 61:25 78:23 112:5	investment (16) 6:4 8:16 9:22 14:2 15:15,18,24 41:15,24 42:1 44:13 49:11 56:3 66:20,22,24	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
inc (1) 142:1	instructed (1) 19:5	invitation (1) 76:24	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
incident (1) 7:3	instructing (1) 111:9	invite (3) 69:6 98:19 101:10	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
incl (1) 139:11	instruction (8) 90:4 110:22 113:12,13,15 132:17 134:17,18	involve (3) 4:19 15:22 73:24	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
include (4) 18:16,21,25 44:5	insufficient (1) 112:21	involved (17) 4:20 7:16 29:10 56:23,25 57:2,8 58:9 64:7,13,25 70:4 80:10 88:6,11 133:4 140:8	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
included (7) 17:12 29:23 70:20 78:15 81:10,14 149:7	insulated (2) 48:2 102:8	involvement (16) 6:15,16 29:8,17,24 30:5,15,17 31:8,20 39:17 48:8 52:18 57:10 116:9 152:11	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
including (3) 90:15 148:4 156:2	insulation (5) 50:12 67:16 159:22 161:18 162:2	involving (4) 6:5 7:10,21 74:22	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
incorporate (1) 48:2	integral (1) 163:11	isnt (12) 13:23,24 61:9,24 64:10 96:9 105:8 115:4 127:25 136:9 154:7 156:5	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
incorporates (1) 112:9	integration (1) 30:21	issued (4) 131:4,5 144:19 150:10	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
incorporation (2) 3:15 10:2	intended (5) 20:1 63:11 75:20 83:17 134:7	issues (13) 25:16 49:10 94:5 100:25 101:1,6,12 107:11 137:23 157:7 159:3 163:9 168:10	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
incorrect (1) 156:14	intending (2) 112:4 170:1	iso (1) 75:17	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
incorrectly (1) 150:22	intent (4) 39:22 82:7 91:9 103:1	issued (4) 131:4,5 144:19 150:10	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
increase (4) 143:20,25 150:1,3	intention (11) 21:4,6 73:13 93:2 103:17,18,20 105:2,9 123:15,16	issues (13) 25:16 49:10 94:5 100:25 101:1,6,12 107:11 137:23 157:7 159:3 163:9 168:10	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
increased (3) 39:3 146:8 150:23	intention (11) 21:4,6 73:13 93:2 103:17,18,20 105:2,9 123:15,16	issues (13) 25:16 49:10 94:5 100:25 101:1,6,12 107:11 137:23 157:7 159:3 163:9 168:10	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
increasing (1) 33:16	interested (2) 20:22,24	iso (1) 75:17	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
independent (2) 85:3 163:6	interesting (1) 52:4	issued (4) 131:4,5 144:19 150:10	jointly (4) 15:7 53:16 76:16 77:17	lancaster (5) 29:23 31:15 41:17,24 51:1 173:10	legally (1) 60:6	left (16) 4:8 88:3 96:22 120:24 121:1,18 122:16 123:9,10 125:5 137:10 156:3 159:25 165:7 173:7 174:17
index (1) 177:1	interests (1) 128:15	issues (13) 25:16 49:1				

98:9	maintenance (2) 14:24	max00000008 (1) 122:1	50:3 76:17 82:5 86:2	164:24	named (1) 23:23	153:9,21 154:6 156:24
limited (1) 100:10	15:19	max000000082 (1)	88:10 98:6 128:11	moment (2) 48:24	namely (5) 67:7 71:1	163:23 172:18
limits (6) 92:16,19	major (12) 16:17	122:3	136:11 166:15	53:13	91:1 93:6 136:18	novemberearly (1) 8:25
97:14 98:2,4,6	17:11,21,23 18:17,22	maximise (2) 85:18	mentioning (1) 26:3	money (3) 14:2 69:24	nature (8) 12:9 19:9	number (22) 3:21 4:2
line (11) 53:14 57:20	19:1,4 25:22 89:25	94:14	message (3) 61:14,18	147:9	62:9 71:18 77:8 94:4	27:11 40:14 41:25
82:10,16 96:19 132:12	118:17 163:7	maximum (1) 66:15	96:10	monitored (1) 26:13	163:16 166:24	45:21 47:4 56:8 60:5
144:18 152:8 155:23	makes (1) 168:3	maybe (3) 86:5 122:24	met (10) 9:1 35:4 47:1	monitoring (4) 18:6,8,9	near (2) 96:8 157:16	67:24 76:10 79:14
156:15 159:20	makeup (1) 111:24	137:13	75:19 87:19 89:18	35:25	necessarily (5) 66:17	97:20 100:25
lines (6) 26:4 46:3 89:3	making (9) 8:21	mean (22) 18:3 20:24	90:1 95:3 125:9	month (1) 104:6	108:8 114:22 145:1	101:16,24 128:12
131:20 132:10 170:19	18:16,21,25 30:13	24:12 37:2 42:7	175:10	monthly (2) 150:11	159:9	166:14
link (5) 43:21	131:21,22 132:2	45:22,22 54:21 58:15	metal (4) 162:24	152:16	necessary (6) 30:18	numerous (1) 88:15
118:7,8,13 120:6	168:11	61:8 66:2,10 73:16	163:15 164:17 166:23	months (3) 82:14,20,23	107:15 119:2 122:14	
links (1) 44:16	manage (3) 32:2,17,19	82:15 84:19 91:20	method (1) 101:14	moorebick (51)	142:4 168:25	
list (10) 20:6 27:11	managed (3) 32:6 40:25	92:1,17 99:14 116:21	methods (1) 7:14	1:3,8,10,13 28:5	need (24) 1:24 8:13	
47:16 90:14 99:22	151:16	147:6 171:1	metres (3) 173:19,20	53:13,17,25	13:23 15:13 50:22,23	
127:2 147:23 155:20	management (28) 1:5	means (4) 47:9	174:17	54:4,6,10,13	61:25 80:1 83:21	objectives (4) 90:15,19
156:1 162:6	13:1,2,22	119:10,18 146:7	mff (1) 95:4	61:7,11,23 62:13	85:17 94:10,13 116:18	91:15 104:22
listed (5) 20:5 27:11	14:9,10,22,24 15:2,19	meant (4) 66:13 96:23	midsummer (1) 171:16	78:16,20,25 79:17	122:7 124:8 127:10	obligation (4)
31:8 109:11,21	16:11,19 30:20 33:22	130:12 153:3	midyear (3) 171:10,25	105:24	134:10 135:7 144:3,18	18:16,21,25 55:24
lists (1) 109:6	34:8 40:3 75:7,17	meantime (3) 48:24	172:1	106:2,5,13,16,22,24	160:15 165:8,16 175:5	obligations (4) 55:22
literally (1) 48:6	79:3,25 80:16 83:13	49:5 165:20	might (17) 17:4 20:7	107:1,16 157:14,19,23	needed (15) 5:19 8:5,7	70:9 75:6 118:25
little (4) 57:7 61:7	115:3 116:11 118:11	measures (1) 92:5	23:12 25:7 29:22	158:1,10,17,19 164:25	13:2 80:17 86:4 95:25	obliged (1) 151:17
91:10 107:20	133:24 134:21,22	mechanical (1) 88:19	42:17 65:15 81:3	165:4,19,24	96:21 102:17 137:23	obscured (1) 174:2
living (1) 42:9	manager (19) 4:18	meet (9) 15:20 43:19	89:24 93:18 98:19	166:2,7,10	138:9 143:20 145:11	observation (2) 59:1
local (6) 14:20,23 16:3	20:14 21:21 32:25	48:16 49:9 89:4,6	101:15,16,18 139:24	175:1,12,14,18,21,23	159:9 170:18	146:13
80:7 101:1 134:22	33:1,23 34:13,24 36:6	125:1 137:11 161:22	161:3 164:22	176:2,6	needs (10) 15:20,25	obtain (1) 152:16
london (4) 2:24 3:23	37:23 39:25	meeting (78) 11:6,8	millett (1) 176:1	more (56) 5:11 8:2	40:24 41:15 44:13	obtained (3) 46:21
10:11 133:25	114:8,11,17,19,23,25	20:2,20 26:9,14 27:16	millimetres (1) 166:23	11:21 12:2,3,5,9	66:22,24 133:15	74:25 128:4
long (2) 151:22 165:14	115:5,7	28:2 33:22 34:1,6	million (29) 37:14 55:11	14:17,17,19,25 19:15	165:6,6	obtaining (2) 30:24
longer (3) 155:24	managerial (1) 13:13	43:2,8,10,11 46:2	86:24 87:2	26:1,4 29:22 31:14,16	neil (3) 75:19,21 76:8	130:2
165:1,10	managers (3) 13:4	48:24,25 49:7,8,11	140:9,11,19,21	32:10 36:7 38:13 42:5	neither (1) 168:12	obvious (3) 64:10,12
longstanding (1) 63:8	22:25 114:21	52:22,25 60:10	141:4,10,11	51:2 52:19 57:7,9 61:8	never (6) 24:6 61:1,16	174:2
look (33) 7:12 19:24	managing (1) 40:10	63:9,13,14 65:13	142:10,10,14,16,18,19	64:18 66:6,7 74:5	92:3 132:5 168:9	obviously (4) 38:14
20:2 22:6 27:9 48:24	many (5) 9:13 32:8	72:21 75:21 87:16,21	144:2,16,25 145:21	93:5,19 96:9,14 98:11	news (1) 145:19	40:18 95:7 147:2
54:1 59:5 60:6 61:25	117:8 160:8 175:10	88:5 95:7,9 97:2,25	150:5,7,13,23	105:19 112:1 119:5,23	next (16) 16:1 22:6	occasions (2) 33:4
62:22 66:2,3 71:9	march (20) 9:5,8 11:9	98:18 99:9 100:8,20	151:22 152:15,23	126:17 135:9 137:21	44:15 46:13,15 66:2,3	92:21
76:13 77:18 79:24	20:3 30:1,2 62:11	101:21 102:1,24	mind (6) 22:9 79:20	138:7 147:12,14,17	95:5 124:7 126:24	occupants (3) 124:17
86:22 101:15,17	75:24 77:13 87:16	103:23,24,25 105:15	92:5 148:23 164:12	152:16 158:4 161:10	128:7 132:22 133:17	125:3,10
106:14 108:16 114:7	95:1 97:3 98:18 99:20	114:3 115:24 121:25	171:17	164:17 165:16,17	147:19 154:14 174:18	occupied (2) 88:8
123:18 124:12 126:24	103:15,24 121:25	122:2,7 123:19,25	mind (1) 65:19	166:8 169:21,23,25	nine (3) 82:14,20,23	127:20
128:7 147:19 149:21	172:2,3,9	126:25 127:25	minimisation (1) 57:23	morning (2) 1:3,15	noncombustibility (1)	occurred (1) 9:24
162:4 163:7,22 175:15	mark (10) 1:7,9,17	128:8,13 129:17 130:7	minimum (1) 84:15	most (4) 6:8 10:20	163:13	oclock (3) 106:8,18
looked (1) 107:20	43:19 95:3,8 96:22	132:7,10 133:10,16,19	minute (8) 80:25	71:12 162:12	noncombustible (3)	176:4
looking (28) 12:5,8,24	101:5 148:18 177:3	147:19 148:9,18	84:11,22 97:2,4 100:1	move (6) 4:11,16 15:12	159:14 161:18 166:25	october (10) 1:1
15:3,23 23:17 29:24	market (4) 55:15 77:4	149:20 156:24,24	149:21 169:8	23:8 26:8 106:2	nor (3) 32:18 120:21,25	27:10,17 42:14,17
44:14 47:2,15 53:5	123:12 160:9	157:2 162:4 163:23	minuted (5) 49:19,19	moving (3) 4:9 9:8 76:10	normally (1) 165:11	43:7 135:20 147:20
59:10,11 63:25 65:7	martin (51) 1:3,8,10,13	166:14 169:7 172:7	99:10 100:17 127:24	moved (3) 12:3 41:10	note (6) 45:1 57:17	153:21 176:9
69:4,15 71:11 73:7,22	28:5 53:13,17,25	meetings (32)	minutes (35) 20:3 21:21	158:21	105:12 108:17 122:1	octobernovember (2)
77:16,22 78:22 79:19	54:4,6,10,13	20:22,23,24 22:5	26:9 27:9 33:25 48:25	ms (2) 23:3,9	139:3	39:4 156:12
81:13 101:4,17 104:23	61:7,11,23 62:13	31:1,2,2,4,4,4 34:8	65:13 79:19 87:20	much (55) 1:10,18 3:9	noted (2) 129:25 140:7	offering (1) 125:1
lost (1) 76:1	78:16,20,25 79:17	35:6 36:19 53:1 60:10	97:17 98:17 99:21	14:25 15:3 19:8,12	notes (7) 87:20,23,25	office (3) 3:10 101:19
lot (5) 14:22 87:8 88:22	105:24	63:14 72:24 73:3	100:15 103:25 105:25	33:9,10 38:20	138:12,14,17 148:18	134:23
118:16 119:9	106:2,5,13,16,22,24	74:11 87:6 99:2,8	114:2,5 121:24 123:18	39:9,12,13 52:19 53:3	nothing (3) 62:4 133:1	officer (3) 27:20
low (1) 80:18	107:1,16 157:14,19,23	127:5 137:18 138:12	126:24 127:3,5,6	59:22 61:19 62:14	165:7	28:13,14
lower (2) 59:13 68:15	158:1,10,17,19 164:25	153:16 155:14 156:11	128:7 129:25 133:11	63:25 66:6,14 71:11	notice (17) 25:25	officers (2) 50:17 60:22
lowest (3) 66:10	165:4,19,24	157:7 170:12 171:9	138:12 147:19	75:12 80:18 93:24	55:13,15 60:13 70:20	offices (1) 76:6
84:15,17	166:2,7,10	meetingsdiscussions (1)	157:22,24 158:3 162:4	104:7 106:15,16	76:18 77:1,15	official (3) 55:13 69:20
lunch (1) 106:6	175:1,12,14,18,21,23	138:18	163:23 170:10,14	107:16 110:18 112:25	78:12,15,17 79:1	81:12
	176:2,6	member (8) 3:11,14	mirror (1) 105:2	123:11 130:16 131:5	81:12,15 82:2,22	oh (2) 85:24 110:1
	material (5) 159:22	9:18 26:18 92:7	misleading (1) 82:4	138:7 140:13,14,15	99:18	oieu (34) 54:23 69:8
	160:9 161:18 163:11	111:20 115:2 121:3	misled (1) 148:15	148:21 157:3,8 158:19	noticeboard (9)	70:20 76:18 77:1,15
	174:1	members (15) 5:22	mistake (1) 165:8	160:6,24 165:19,23	135:8,9,10 170:21	78:11,15,17 79:1
ma (2) 20:9 147:25	materials (3) 159:15	18:2,3 26:16,19 31:5	mitigation (1) 154:18	166:19 169:25 171:24	171:7 173:3,4,8,10	81:12,15 82:2,21
maddison (8) 39:18	161:13,24	63:19 69:12 70:25	mix (1) 146:23	174:23 175:6,12,16	noticeboards (1) 173:11	92:16,19,25 93:4,6,22
40:2 137:11 138:13	matter (6) 60:25 63:7	75:1 93:16 96:6,12	mixing (1) 30:3	176:2,6	noticed (2) 171:3	95:5,13,17,20 96:2
167:18 168:3,5,13	88:14 131:22 140:23	145:3 160:12	mixture (1) 3:9	must (6) 53:21 61:1,17	172:15	97:14 98:2,4,6,24
magnitude (1) 146:7	167:4	memory (5) 46:17	mma (5) 17:7	91:17 113:6,6	notices (1) 173:24	99:3,6,9,18
main (6) 8:5 20:13	matters (12) 15:5,5,9	104:24 124:5 139:25	25:1,4,8,17	myself (11) 31:24 33:15	noticing (1) 172:13	ojeucompliant (3)
49:19 50:23 139:10	40:19 43:2 83:14	167:7	mmhm (1) 101:11	60:8,11 62:7 63:10	novation (5) 73:20 81:5	61:21 62:25 69:3
173:6	100:25 112:3 116:25	mention (5) 47:13	modernising (1) 66:6	64:18 91:6 117:4	108:19 139:15 156:22	okay (36) 10:23 13:5,18
maintainimprove (1)	120:11 157:13 164:23	101:20 102:23 122:12	modular (2) 16:11,19	134:10 135:7	november (14) 2:8	16:5 23:16 24:22 40:6
14:3	max (3) 60:4 88:21	164:14	module (6)		10:18 29:15 43:9	42:12,25 43:6,13
maintaining (2) 32:21	104:2	mentioned (10) 13:6	107:8,10,11,13,15	N	81:1,17 149:20 150:15	46:20 48:7,21 52:20
35:12				name (2) 1:16 143:17		67:18 80:24 81:25

85:4 91:13 97:12	outside (1) 44:4	67:21 70:16 76:21	21:4,8,23 40:2 43:19	posters (1) 173:24	129:18 162:6 165:9	60:1,12,14 61:21
98:23 101:10 103:4,11	outsourced (1) 113:1	77:11 78:15 81:10,14	53:2 60:9,11 63:9 74:7	postmeeting (1) 105:12	presentation (1) 102:25	62:22 63:6 68:7,20
107:25 112:7 130:18	outstanding (2) 37:20	85:12 96:21 102:25	77:3,6,21 91:7	postponed (1) 137:16	presented (3) 83:7	69:17,23 70:2,8,10,17
133:2,9 136:6,16	137:23	111:23 116:9 127:10	110:13,15,19	potential (6) 6:10 57:25	101:25 161:2	73:11,24 76:15,22
143:18 144:14 148:14	over (20) 5:3 14:24	134:9,20 137:11	137:11,13,14 138:14	69:2 75:19 80:9	presenting (2) 100:17	77:7,16,24 78:3,4,11
172:16	15:25 22:3 39:4 40:18	138:1,8 139:17 174:5	phases (1) 37:24	152:11	140:8	79:5,6 81:7,19
oldfashioned (1) 173:18	50:12 56:14 63:8	participants (1) 133:3	philosophy (1) 160:4	potentially (10) 16:2	pressed (2) 81:23	82:12,14 85:19 89:5
oli (1) 22:9	65:21 69:6 77:11 80:9	particular (34) 8:7	photographs (1) 87:25	45:1 51:21 58:6,11,13	155:15	94:15 95:21 99:12
once (3) 32:10 42:20	90:15 100:16 102:20	11:18 12:19 14:21	phrase (1) 47:10	64:3 73:20 143:13	pressure (3) 84:14	102:23
73:9	107:6 144:16 145:19	16:16 19:11,13 22:24	phraseology (1) 130:6	145:11	85:21 145:11	procuring (3) 70:8
ones (1) 94:20	147:25	24:9 25:14 46:1,10	picked (1) 53:8	power (1) 28:17	pressures (1) 151:12	77:17 80:14
ongoing (2) 25:20	overall (8) 47:6 111:23	51:16 58:2,21 59:20	picking (1) 6:25	powers (1) 27:3	presumably (3) 18:7	produce (6) 83:18 84:4
118:10	140:17 141:1,3 142:17	61:18 73:13 76:20	piece (1) 174:10	pqq (3) 77:18,20 78:12	97:23 142:19	92:25 125:1,22 129:11
onwards (2) 153:10,21	150:5 159:21	80:7,11 89:14 94:22	pin (1) 171:22	practicable (1) 45:14	pretendered (1) 89:9	produced (3) 120:20
open (3) 55:16,23	overbudget (1) 144:22	97:25 115:8 119:15,16	pinned (3) 170:23	practice (24) 2:24	prevent (2) 44:14 46:12	130:19 152:9
153:25	overclad (3) 42:4 46:12	120:23 121:10 145:4,4	173:23 174:4	3:4,6,11,16,18,24	previous (9) 9:13 36:23	product (1) 161:17
operated (1) 112:25	90:16	159:16 169:15 174:4	pinning (1) 171:24	4:5,8 18:14 20:1,25	88:10 119:8 127:7	products (1) 163:14
operations (11) 17:16	overcladding (17) 42:7	particularly (12) 31:16	place (19) 24:10 39:20	64:21,21,23,24	128:10,18 130:7	professional (67) 8:9
30:14 40:20 48:22	64:22 65:1 66:21,23	36:7 51:2 66:7 91:25	49:18 68:7 74:3	71:16,16,19 86:22	152:14	10:14 30:12 35:1,20
65:12 67:13 72:19	67:11,15,21 68:14	107:6 119:10 121:14	103:24 116:16,19	88:15 92:1 121:13	previously (4) 10:10	36:12 40:16 51:18
97:3,20 98:16 99:6	71:23 74:23 88:7	141:24 146:22	117:2 119:13 121:25	169:3	86:19 88:6 123:6	55:7 56:24 58:5
operator (5) 17:4 24:16	101:20 123:14	160:15,17	127:15 129:6 134:10	pragmatic (1) 65:5	price (1) 84:15	60:3,16 62:8,24 63:19
42:21 83:8 154:21	136:8,25 158:24	parties (3) 58:9 139:11	135:2 144:23 157:21	preassessment (1)	primarily (8) 10:12	64:2 68:1,23,24
opportunities (4) 85:19	oversaw (1) 57:13	155:9	162:17 169:3	144:19	40:9,13 88:20 92:12	73:4,15,21 74:24 75:1
94:15,17,18	overseeing (1) 4:23	parts (3) 3:1,2 65:18	plan (11) 16:6 29:14	prechristmas (1) 74:8	95:19 115:9 141:7	77:5 79:7 81:20
opportunity (7) 8:22	oversight (2) 31:11	parttime (2) 9:5 11:9	39:24 50:18 73:17	precise (5) 78:10 120:8	primary (6) 20:14 30:17	82:13,19 84:7 86:13
44:9 49:9 55:16	34:11	passing (1) 52:24	146:5 150:6 151:5,7	126:17 135:9 150:16	34:9 96:12 116:9	87:10 92:8 93:16 94:7
100:7,10 165:8	overview (5) 6:13 20:12	paul (15) 35:3 36:7	152:9 153:22	precisely (1) 68:19	158:25	95:23 96:7,13 98:8
opposed (3) 10:14	21:5,8 120:11	37:17 38:18,22 39:12	planned (1) 15:19	preconstruction (56)	prime (1) 66:17	110:24 113:2,17 115:1
103:5 147:15	own (6) 61:12 78:14,23	41:2 56:21 114:6	planners (2) 164:13,16	8:9 30:11 34:25 35:20	principal (7) 12:17	118:22 120:10,14,22
optimise (2) 59:23	82:21 96:17 114:19	121:21 126:13 129:4	planning (19) 15:17,22	36:12 40:16 51:18	55:21 63:10 71:5	121:2,3 128:5 129:9
60:18	owned (1) 15:24	137:22 138:19,20	17:19 29:10 30:23,23	55:7 56:24 58:5	82:25 83:2 92:7	131:6 132:17 145:3
option (5) 44:16 45:14		pauls (1) 40:2	31:9 34:11 50:17 59:7	60:3,16 62:7,24 63:19	principle (3) 71:13	147:1 150:9 153:24
46:7 132:23 162:25	P	pause (24) 22:17 23:15	69:13 81:6 104:15	64:1 68:1,23,24	73:8,9	154:2 159:10 160:5,14
options (11) 45:7,10		24:21 34:2 42:24	133:25 145:6 161:11	73:4,15,21 74:24 75:1	principles (1) 55:18	162:21 166:21
60:7 100:17,21	paces (1) 174:17	46:19 49:3 54:3 66:25	163:5,8 164:6	77:5 79:7 81:20 84:7	prior (15) 17:18 23:23	167:9,21 168:1
101:16,25 102:1,3	pack (1) 77:21	79:22 85:25 97:11	plastic (1) 164:14	86:13 87:9 92:8 93:15	45:22 60:13 61:21	professionals (3) 61:25
148:5 161:1	pagination (2) 16:23,25	98:22 104:25 106:17	play (1) 44:4	94:7 95:23 96:7,13	63:14 67:8 74:11	78:23 151:18
opus (5) 17:4 24:16	paid (3) 37:23,24 118:5	108:1 109:9 124:6	plays (1) 66:16	98:8 110:24 113:16	81:19 91:5,7 92:20	programme (36) 4:23
42:21 83:8 154:21	panel (7) 33:8 48:2	136:5 140:4 144:13	please (29) 1:15,21,24	115:1 118:21	137:14 151:2 171:2	14:2,6 25:22
oral (1) 107:15	102:8 162:11,24	158:11 166:1 169:18	2:1,4 14:18 20:2 49:4	120:10,13 128:5 129:9	priority (3) 66:20 92:2	26:13,16,19,21,23
order (10) 33:24 79:6	163:5,6	pca (2) 155:1 156:22	53:20 54:4 65:11	131:6 132:17 145:3	158:24	27:3,9,19,21
80:13 95:22 107:9	paper (1) 173:20	penelope (1) 59:6	72:15 79:10 106:9,18	146:25 150:9 153:24	private (9) 2:23	28:9,10,24 30:13 31:1
125:20 126:1 127:23	papers (1) 87:7	penultimate (7) 68:11	117:12 124:3,7 140:2	154:1 159:10 160:14	3:4,6,11,16,18,24	32:23 35:6,21
134:12 161:22	paragraph (61) 8:12	97:6 99:23 105:13	142:12 146:4 148:7,23	162:21 166:21	4:5,8	36:13,14 38:25 40:20
orders (5) 89:5,7,18,23	15:12 17:5 20:8 21:20	122:4 132:12 162:8	158:6,8 162:7 165:20	precontract (10)	privately (1) 4:7	86:4 98:14,14 104:13
90:2	24:23 26:11 27:14	people (4) 62:1,2	171:12 176:4	82:12,19 113:2 120:22	probably (18) 4:7 10:21	141:5,13 143:3,5,7
ordinary (1) 106:7	29:6 30:15 33:19	76:5,10	plus (1) 104:1	121:2,3 160:5	13:10 39:2 41:3 80:21	144:4 149:25
organisation (5) 1:5	39:16 40:22 41:12	per (1) 142:4	pm (8) 20:14 106:19,21	167:9,21 168:1	92:7 112:1 137:3	progress (10) 9:2 22:2
14:10,22 79:3 119:13	57:16 59:8 65:10	percentage (4) 33:8	158:14,16 166:4,6	predetermined (1)	153:9 157:17 159:18	26:24 35:6,16 86:4
organise (1) 63:9	68:8,10 82:9,10	37:23 39:7 93:13	176:7	143:6	161:10 163:13 166:23	113:6,13 122:23
original (4) 21:6 118:19	83:9,10 86:7 87:13	perfectly (1) 96:25	pointed (1) 13:8	predominantly (8) 3:22	173:14,20 174:16	156:21
127:19 173:5	89:1 96:19 104:14	perform (2) 5:16 41:7	points (4) 42:10 49:19	15:23 18:14 35:25	procedures (4) 54:17	progressed (3)
originally (4) 75:20	108:16 111:4 116:7,13	performance (1) 27:25	137:21 141:17	45:23 57:12 71:12	56:6,19 135:1	113:18,18 137:24
137:14 145:8,10	118:2 120:2,18 124:12	performed (1) 9:20	policy (3) 27:25 59:6	88:20	proceed (7) 83:22 85:18	progressing (1) 154:25
originating (1) 22:10	125:16 131:19	performing (4) 12:14	133:24	preexisting (1) 82:12	94:14 128:21 148:3	progression (2) 153:13
orthodox (1) 115:4	136:13,18 137:6 140:7	34:23 114:16 115:2	polite (1) 137:3	preferable (1) 45:15	149:5 155:25	154:10
others (8) 22:20 42:16	141:14 145:4 146:6	perhaps (3) 39:4 43:4	poor (3) 42:11 44:14	preference (3) 45:13	process (29) 40:1 55:23	project (180) 6:1 8:3
60:5 64:19 95:9	149:22 152:4 155:3,22	158:4	45:19	67:20,23	56:22 60:1 61:22 62:6	19:9,11,13,16,21
143:13 145:15 153:15	158:22 159:19 160:1	period (1) 171:2	portfolio (3) 21:3 49:12	preferred (1) 162:25	63:1,2,3 69:9,17,19	20:14 21:13,21 22:2
otherwise (2) 25:13	162:8 164:2 167:5,19	periods (1) 57:23	60:21	preliminary (2) 53:1	75:11 76:22 77:9	25:1,9 26:13,25
28:16	168:4 169:9,10,16	peripheral (1) 31:14	position (8) 9:13 11:11	164:5	78:21 81:7,9 82:22	27:18,20
ought (3) 113:13 154:5	paragraphs (2)	permanent (1) 9:19	29:2 47:8 63:22 94:23	prepare (1) 127:10	90:1 100:3,7,11 105:7	28:15,18,19,22
164:24	139:23,25	permission (1) 30:23	144:5 150:12	prepared (4) 114:5	126:8 134:20 140:13	29:9,12,19,20
outline (9) 29:14 39:23	parallel (1) 157:6	permitted (1) 83:22	possession (1) 87:24	141:22 156:4,9	160:23,25	30:16,18,22,25
73:17 123:23 135:19	parameters (2) 36:9,10	perplexing (1) 130:5	possible (12) 6:15 35:4	preparing (1) 130:2	processes (2) 62:10	31:1,3,10,13,15,20
136:2,14,17 149:13	park (5) 44:20 49:16	person (2) 17:19 30:8	65:3 66:11 83:18	preprocurement (1)	117:2	32:3,6,17,20,25
outlined (3) 73:25	140:10,23 144:2	personally (3) 28:3,8,9	84:15,17 86:5 108:18	92:22	procure (2) 53:16 69:3	33:1,23,24
86:19 115:16	parkes (4) 11:7,12,15	personnel (2) 92:12	132:23 137:4 144:20	prequalification (1)	procured (4) 68:4,16	34:11,13,24 35:2,7,13
output (1) 66:15	15:6	113:10	possibly (8) 39:24 41:4	76:23	76:16 81:8	36:6 37:22 38:19
outputs (5) 35:8 40:17	parks (1) 3:10	perspective (5) 38:20	59:14 62:11 77:12	prescribed (1) 54:24	procurement (46)	39:23,25 40:3,10,24
84:17 147:8,11	part (31) 9:15,19	51:1 120:12,12 151:21	93:10 143:14 153:21	present (8) 91:7 102:1	54:17,19 55:19	41:8,19 43:5 47:7
outset (2) 144:1 150:4	12:1,3,6 14:16 29:21	peter (22) 20:12	post (2) 57:4 156:4	114:6 123:20 128:9	56:6,8,10,15,18,22,23	50:16,24 51:4,6,7
	32:22 41:23 52:2,13					

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28:17,19 31:5 47:8	97:18 100:20 101:1,21	89:4,7,10,18 90:21	reviewing (4) 20:9 40:2	124:15,16 125:2,10,18	sea00005606 (1) 129:18	sent (22) 22:6,20 23:9
85:1 96:11 97:14	102:4,19 105:16	112:19 134:13 160:16	107:5 139:8	128:4 129:7 130:3,12	sea000056064 (1)	42:18 43:7 46:16 85:9
130:9 162:17 168:13	123:24 124:22,23	requisite (1) 62:18	reviews (1) 120:20	132:3 133:19	129:20	90:6,9 95:1 107:20
170:17	127:3,4,12 128:22,24	reread (2) 46:17 98:20	revisit (1) 169:20	134:8,12,19,24 135:19	sea000061572 (1)	108:4 109:3 110:8
regardless (1) 159:12	129:2 130:1 132:14	research (2) 63:18	riba (8) 3:11 29:13,14	137:9,18 138:1,4,5,8	133:12	124:2 128:14 131:17
regards (1) 92:24	133:3,18 135:22	145:9	30:5 39:23 73:16	161:12,14 168:21,23	sea00009823 (1) 109:4	144:8 146:3,16,18
regenerate (1) 41:16	137:25 145:18	resident (2) 30:21 40:14	109:16 125:15	169:4 171:9,18,21	sea000098235 (1) 109:6	157:3
regenerating (1) 57:19	153:6,14 158:7	residential (17) 3:7,9	ricki (1) 114:6	sake (2) 154:15,19	sea000142722 (2)	sentence (6) 68:3 92:17
regeneration (29) 3:25	160:13,20 162:13	5:2,8 51:7 64:7,14,19	rights (1) 25:25	sale (3) 140:10,22	94:24 104:13	96:24 120:3 132:13
4:3 8:18 9:23 10:3,4	167:14 170:22 171:4	68:15 71:9,19 72:5	rigorous (1) 63:2	141:11	sea000142723 (1) 104:1	146:6
11:16,19,21 12:6	remind (1) 11:11	88:7,11,13 169:22,23	ring (2) 56:1 155:4	salient (1) 137:20	search (1) 95:6	separate (17) 41:10
15:1,2 21:13 26:24	reminded (1) 67:15	residents (33) 23:4 31:3	rise (2) 114:24 145:11	same (25) 17:8 19:21	second (33) 2:7 50:21	52:21 70:25 73:10
39:22 56:5 70:21	reminder (1) 62:24	32:4 42:9 45:12 51:8	risk (27) 19:21 116:20	23:5 28:24 51:17,19	53:5 70:1 82:8 83:6	78:8,22 80:21 84:8
76:19,25 77:14,19	remit (2) 39:13 88:21	57:24 65:17,25 66:9	117:18,24 124:19	80:15 82:25	86:7 89:1 92:18 95:1	91:16 92:8 111:17
78:13,15 81:5,9 82:3	render (1) 102:8	80:6 82:15,17 99:20	127:22 128:3 129:2,6	83:12 16:25 84:3,12	100:1,24 101:5	113:6 115:20 139:20
87:8 100:18 149:24	rendered (2) 50:11	100:10 101:2,13	130:9,13,14,16 134:12	100:12 103:23 113:4	104:12,14 108:16	143:8 163:6
register (1) 154:9	67:16	104:20 118:15	135:11	116:13 122:25 130:6	111:4 114:2 120:1	separately (1) 91:8
regular (1) 35:5	renderings (1) 67:24	134:14,16,21 159:2	170:17,20,23,24,25	147:8 149:15 161:25	124:12 125:16 127:8	september (5) 26:10,15
regulation (1) 121:15	renewal (3) 88:7,17,18	161:2,3 162:23,25	171:4,8,13 172:17	168:3 173:13 174:10	133:14 139:21 147:23	133:11 144:9 146:3
regulations (9) 5:5 7:13	reorganisation (1)	166:22 169:25 170:1	173:22 174:4,7	sample (1) 166:19	152:3 159:20 160:1	serious (1) 147:17
8:6 54:25 56:12	118:18	173:8,10 174:19	risks (4) 5:7 6:10,13	sams (1) 114:6	162:7 167:5 168:4,6	served (1) 55:12
75:7,14 121:13 160:17	repeat (3) 1:22 18:19	resistance (1) 162:2	116:17	satisfactorily (1) 30:10	169:9	service (3) 19:11 33:18
regulatory (5) 112:16	72:15	resistant (1) 162:17	robert (9) 8:25 10:9,12	satisfied (8) 32:1	secret (1) 153:23	98:10
125:21 126:1 127:23	replace (1) 44:10	resolve (1) 139:12	11:4,7,15 15:10 31:22	72:17,25 116:18	section (5) 81:3 104:23	services (13) 12:4,13
134:11	replacement (4) 38:25	resource (1) 118:20	32:15	117:1,2 135:10 172:11	122:5 136:2 141:25	13:25 55:2 73:11
relate (1) 5:4	52:1,10,14	resources (5) 32:24 41:6	robust (1) 26:4	satisfy (9) 19:5 62:6,18	sector (9) 4:9,11,16,17	88:20 93:1,18 110:14
related (2) 6:13 102:6	replied (1) 154:16	75:5 112:24 156:21	robustly (1) 26:1	72:13 117:4 131:12	7:5 10:12 14:25 63:20	111:14 113:22,23,25
relates (2) 111:11	report (27) 21:5 28:1,3	respect (11) 15:19 19:4	rockwool (2) 161:16,21	134:10 135:1,2	123:11	session (3) 53:18 63:15
138:23	38:16 48:22 65:11	38:18 50:16 55:7	role (48) 4:13,17 8:11	saving (1) 84:5	secure (1) 69:23	74:10
relating (1) 106:10	66:5 67:6 83:7,24	57:3,9 64:12 75:16	9:11,21 10:3,13 21:6	savings (8) 83:18,24	secured (1) 142:1	set (9) 14:23 23:6 40:12
relation (49) 5:10,24,25	84:13 125:19,23,25	89:18 139:6	22:24 26:22 27:23	84:11,23,24 85:1,2	securing (3) 30:19,23	43:8 90:13,21 104:4
7:13 17:17 19:25	126:3 130:21 131:17	respective (1) 20:11	28:11 29:1,4 31:12,19	144:20	32:25	136:18 163:6
25:22 26:12,21 27:2	135:22 136:22,25	respond (2) 23:5 126:10	32:21 34:16,19,21	saw (9) 63:24 79:9 93:3	see (47) 16:25 24:23	sets (3) 43:16 100:25
29:4 31:12,19 33:19	140:25 148:4 149:8	responded (2) 68:25	35:3 39:25 40:2,3 41:7	96:7 129:11 170:21	27:10 33:17 42:21	154:18
35:7,10 36:4 37:7 41:7	150:8,19,20 151:2	111:1	56:3,15,21 66:16	171:4,15 172:11	43:1,8 49:15,17 65:14	setting (3) 40:10 103:8
43:25 45:5 48:4 49:10	reported (7) 18:14 23:1	response (8) 64:20	111:20 112:2,5,9,14	saying (2) 102:11	76:24 77:19 78:5,12	140:12
55:2 56:21 58:23	28:7 38:18 52:11,16	79:10 102:20 119:8	114:11,16,22,25 115:8	151:24	90:7 94:11 95:24 97:5	settled (2) 73:10 161:5
62:23 69:1 75:5 76:25	149:22	129:3 147:16 167:15	117:1 120:15 121:2,14	sayso (1) 40:18	99:22,25 100:16	seven (1) 31:8
78:6 87:7 89:7 90:19	reporting (7) 18:13 21:7	169:19	125:7 127:14 131:7	scale (2) 58:1 80:5	102:10 104:1 109:4	share (2) 145:2 154:17
99:20 101:12 111:15	28:8 35:15,18,23,25	responses (2) 75:15,16	140:12 168:2	scenarios (1) 47:4	113:20 123:20,22	shared (5) 58:4,5
120:15 121:7 126:11	reports (6) 26:24	responsibilities (12)	roles (1) 121:11	schedule (1) 97:6	124:20 127:8 128:18	121:22 134:21 154:1
127:14 130:4 136:20	120:20,21 121:18	5:25 8:12 26:22 32:20	room (7) 53:21 106:11	schemes (4) 83:19,25	130:20 131:19	sharing (4) 57:22
141:16 142:23	150:11,17	35:9,12,15 36:2,5,8	153:15 158:8 173:8	84:23 163:8	133:11,13 142:7 144:4	58:6,13 153:24
157:8,13 160:21	represent (2) 124:18	37:10,11	174:13,19	school (3) 51:12 71:8	147:24 148:16 150:24	shed (1) 29:3
164:16	128:14	responsibility (9) 20:15	rough (2) 33:8 171:24	102:17	155:19 158:5 163:24	sheet (2) 163:15 166:23
relations (1) 104:20	representative (2)	34:10 36:15 116:21	roughly (1) 171:16	scope (18) 25:4,16	164:17 165:15 166:8	shell (3) 53:25 106:14
relationship (9) 16:8,10	104:2 123:21	117:11,15,19,23	round (2) 172:3,4	27:25 47:6 58:1 80:5	169:8 173:2	175:15
19:24 109:14,24 110:6	representatives (4)	126:13	route (1) 50:4	90:25 91:2 108:21	seeing (5) 77:20 107:13	short (6) 54:8 106:20
115:21 119:14 155:12	74:12 77:7 79:5	responsible (17) 14:1	routes (1) 118:18	120:5,8 144:18,22	124:9 129:3 131:14	107:6 139:3 158:15
relatives (1) 175:11	155:14	15:17 17:19	routinely (1) 127:4	146:8,25 147:7 148:2	seek (3) 44:11 127:21	166:5
relaxed (1) 146:11	reputation (1) 123:5	18:6,8,9,11 27:20	royal (1) 3:15	149:4	163:17	shortfall (1) 5:18
relayed (2) 132:5	request (3) 113:23,25	28:13,14 30:9,11 40:9	rules (6) 54:17,19	scoping (1) 53:9	seeking (3) 30:18 130:8	shorthand (1) 51:13
164:13	165:1	56:18 57:4 116:15	56:6,18 70:10 77:16	scotland (1) 3:15	169:2	should (20) 3:14 24:3
relaying (1) 35:20	requested (1) 43:1	126:6	run (2) 7:4 62:10	screen (6) 2:5 42:19	seeks (1) 23:3	25:20 46:12 48:2
relevant (12) 5:8 11:16	requests (3) 35:3,4	rest (1) 153:18	runner (1) 162:10	76:13 124:13 138:24	seem (2) 25:12 164:12	49:20,23 50:8 59:22
32:1 56:13 72:13,17	107:14	result (2) 8:3 104:9	runup (2) 11:22 66:5	160:7	seemed (2) 77:15	63:16 67:15 86:25
82:2 89:24 95:16	require (4) 91:18 111:5	resulted (3) 60:15 96:4	rush (1) 104:19	scroll (11) 22:19 42:21	146:10	93:13 107:4 112:2
117:3 118:20 134:25	122:13 134:5	156:8		43:6 49:4 97:5,7 104:3	seems (1) 47:10	113:17 116:4 142:4
relied (3) 76:17 125:6	required (16) 5:15	resulting (1) 43:4		105:12 142:13 148:15	seen (6) 23:11 24:19	154:9 156:14
140:15	12:22 30:24 32:24	resume (4) 53:20 74:25		154:19	50:21 132:5 135:7	shouldnt (2) 50:7
rely (12) 60:13 61:20	33:16 47:5 105:14	106:8 176:3	sacha (9) 8:25 10:8,10	scrolling (2) 22:9	152:14	132:18
77:9 78:4 79:1,6	122:4 123:13 131:9	retail (1) 3:10	11:4,14 15:10 18:14	148:23	selected (3) 18:17,22	shout (1) 42:20
81:19,21,24 92:22	133:22 134:3,8 143:8	retained (4) 34:13	31:22 32:14	scrutiny (1) 19:16	70:13	showing (1) 16:22
95:20 99:15	161:22 171:14	121:6 139:14,16	safe (1) 104:4	se (2) 127:11 133:16	selfcolouration (1)	shown (2) 101:15
relying (2) 78:8 131:6	requirement (11) 11:22	retainer (1) 138:23	safely (1) 19:1	sea000000007 (1) 90:7	159:23	121:24
remainder (1) 110:24	42:1 115:9	retender (1) 156:1	safety (68) 5:1,4,8,11	sea0000000072 (1) 90:15	selffinished (1) 160:7	side (2) 33:1 173:7
remained (2) 17:8 40:9	117:7,16,17 118:15	revenue (1) 143:15	6:21 8:7,8 38:24	sea00003557 (1) 52:22	seminars (4) 4:3 5:4	sight (1) 168:17
remember (55) 6:25	122:10 137:5	review (11) 20:21	105:14,18 112:3,15	sea00004562 (1) 107:22	7:2,7	sign (5) 108:4,13,15
8:19 9:15 25:15 26:3	168:22,24	37:15,19 39:20 77:3	116:2,4,17,22,24,24,25	sea00004864 (1) 127:6	sending (2) 94:1 96:9	148:4 174:3
34:6,7 39:21 43:10	requirements (19)	78:10 120:24 131:7	117:5,7,11,17,22	sea000048643 (1) 127:1	senior (3) 27:19	signed (3) 7:6 108:24
44:23 46:2,4,7,25	5:1,21 9:2 16:1 31:6	133:17 163:5,6	118:1,8,14,14	sea00005254 (1) 128:8	28:13,14	150:14
48:19 52:1,5,24 55:3,9	35:7,22 40:5 41:24	reviewed (3) 39:17 63:5	119:6,10 120:24	sea000052544 (1)	sense (5) 10:21 21:17	significant (8) 41:15
70:22 77:22 89:12	54:18 56:20	108:8	121:8,18,22	128:17	82:11 114:17 115:7	57:18,21 65:17 83:3

84:4,11,25	109:4 122:12 124:2	131:19 133:6 137:15	63:10,11,18,24,25	summarises (1) 104:3	76:5,7,11 77:5 79:7	163:21 164:19
significantly (3) 44:18	146:2,10 147:6	started (17) 4:25 8:20	64:6,17 65:6 69:9,16	summarising (1) 171:12	81:6,20 82:13,19	165:19,23,25 166:3,9
86:11 167:23	172:3,4,5	9:4 12:12 14:14	70:13,15 71:14,14,22	summary (7) 40:25	83:1,12 84:3,7,12	167:3 168:19 169:5
similar (3) 32:6 51:23	sourced (1) 142:5	29:18,20,25 31:20	72:1,13,17 73:1,22	43:16 47:11 67:12	86:13 87:10 92:8,9,10	170:3,15 174:21,23,25
110:23	space (1) 101:19	39:2 42:15 75:11	75:4 85:8,10,15 86:19	71:2 93:7 105:4	93:16 94:7 95:23	175:1,6,7,12,13,16,20
similarities (1) 51:9	speak (2) 137:11 142:23	110:11 130:2 150:7	87:18,22 88:4,6	summer (1) 63:4	96:7,13,21 98:8,15	176:2,5,6
similarly (2) 12:2 115:11	speaking (1) 169:10	152:5 160:25	90:5,19 92:24	supervise (5) 17:11,21	105:3 107:4 110:24	thats (45) 17:15 27:4
simon (4) 110:8,17	specialise (1) 3:7	starting (3) 41:17 133:4	93:18,22 94:25	18:16,21,25	111:7,18,21,24 112:23	28:13 34:15,19 36:21
113:21 155:6	specialists (1) 7:5	137:14	96:2,6,10 97:14 98:4	supervising (3) 17:23	113:2,5,17 114:3	39:23 40:25 45:16
simpler (1) 39:12	specific (18) 6:14,21	starts (2) 139:1 162:9	100:19 102:12 103:15	21:9,11	115:2,24 116:10,25	49:1 50:21 61:9 64:14
since (3) 4:5 8:21	11:19 17:17 31:12	stated (3) 87:15 158:22	104:6,10 105:17	supplemental (3) 5:19	117:22 118:1,22	66:4,12 69:18,21,25
165:11	39:12 42:6 46:4 52:3	160:3	107:18 109:11,14,17	167:14,18	120:10,14,23	70:14,18 78:19 82:6
sir (70) 1:3,7,8,10,13	73:2 77:2 95:12	statement (38) 2:6 8:13	110:12 112:12 114:5	support (4) 32:5 40:1,8	121:2,3,22 123:18,25	84:22 86:2 99:11
28:5 53:12,13,17,25	105:19 111:11 117:5	15:13 29:6 33:20	115:10,25 116:2	41:6	126:25 127:5 128:4,6	101:14 103:14 105:8
54:4,5,6,10,13,15	132:9 153:8 163:18	39:15 40:23 41:13	120:16,23 121:5,12	supportive (1) 5:20	129:8,9,17 131:6	110:16 111:11 113:11
61:7,11,23 62:13,16	specifically (18) 5:10	57:17 65:10 81:2,13	122:16 123:1,3,9,10	suppose (2) 10:3 80:18	132:18 133:10	124:13 127:24 146:19
78:16,20,25 79:17	6:2 34:7 52:5,13 61:1	82:8 83:6 85:6 86:8	124:1 125:5,6,8,11	sure (15) 18:16,21,25	134:19,24 143:13	154:8,10 156:5,6
105:22,24	64:18 70:22	87:14 89:2 116:8,14	126:9,10,12,14,20	49:25 56:17 62:5 72:9	145:3 147:1 150:9	157:5 158:4 165:3,15
106:2,5,13,16,22,24	77:18,20,22 88:18	118:3 120:1,18 137:7	127:11 132:1 133:7,16	92:22 95:12 102:25	151:10 153:18,24	168:18 175:18,21
107:1,3,16,17	97:24 112:6 132:16	139:22 152:4 158:23	139:6,10 148:3	103:2 118:19 124:25	154:2 159:10	themselves (1) 71:16
157:14,18,19,21,23	137:20 138:3 164:15	159:19 160:2 163:24	160:6,15 161:8 162:15	128:23 138:10	160:5,12,15 162:21	thereafter (1) 17:7
158:1,10,13,17,19	specifics (2) 4:1 33:13	164:2 167:6,14,18,20	164:13	surprise (4) 90:23 91:11	163:10,23 166:14,21	thereby (1) 93:14
164:22,25	specified (2) 145:19	168:4,7,11	169:11,14,20,22	98:2 146:13	167:9,21 168:1 170:12	therefore (3) 47:21 73:9
165:3,4,19,23,24	164:7	statements (4) 2:3,14	stuff (1) 131:23	surprised (3) 91:11	teams (1) 4:24	135:24
166:2,3,7,10,12	spent (2) 38:21 39:9	8:22 168:14	subbasement (1)	97:25 146:22	technical (2) 147:12	theres (3) 16:25 27:4
174:25	spilling (1) 80:9	states (8) 20:8 27:15	140:23	surprising (3) 91:4,5	161:4	117:17
175:1,12,14,18,20,21,23	spoken (2) 24:25 90:9	43:17 65:22 86:8 95:2	subconsult (1) 139:10	155:13	temperature (1) 167:1	thermal (9) 42:11 44:25
176:2,5,6	spread (1) 136:21	125:17 146:6	subcontractors (1)	surveyor (1) 129:20	ten (1) 157:22	45:6,8 47:9 50:5,12
sit (1) 1:11	sprinkler (1) 132:20	stating (1) 100:18	85:16	sync (1) 82:23	tenant (1) 1:5	66:8 159:1
site (6) 83:15 87:19,21	sprinklers (5) 131:23	statutory (4)	subject (5) 65:19 69:10	synergies (1) 102:16	tenants (1) 104:16	theyd (5) 63:2 64:22
88:5 102:16 103:13	132:13,15,18,23	117:6,16,17 168:22	83:20 92:16 139:15	synergy (7)	tender (6) 55:16 69:14	93:9 111:13 133:8
sitting (1) 71:10	sro (11) 20:20 27:19	staying (1) 24:15	submit (2) 10:17 104:15	51:3,5,10,17,19,20,22	70:15,16 77:4 78:6	theyre (7) 2:4 27:10
situ (2) 32:4 51:8	28:12,17,23 29:1,3	stayput (1) 133:24	submitted (7) 17:16	syntegra (1) 144:19	tenderers (1) 76:24	37:5 55:4 56:9,10
situation (3) 47:3	60:10 63:14 74:11	steer (1) 173:18	27:6 125:20,25	system (12) 50:7 52:2,8	tends (1) 146:12	111:23
155:10,13	156:11	step (1) 41:5	126:3,9 150:20	67:17 75:17 116:19	tensions (1) 41:16	thick (1) 166:24
six (1) 82:22	stable (1) 12:4	steps (5) 62:17 64:5	subordinate (4) 18:3	119:19 159:23 160:7	term (4) 45:2,3 56:9	thickness (2) 161:21,25
size (3) 173:13,14,15	staff (1) 9:19	72:12 129:10 130:1	38:1,3,12	161:6,16 162:25	161:17	thin (1) 112:25
skills (11) 12:20,24	stage (70) 11:18 19:24	still (4) 50:11 85:23	subsequent (11) 11:6,8	systems (6) 58:17	terms (33) 5:18 7:23	thinking (7) 32:11 58:3
13:13,21 14:15 70:3	26:17 29:9 31:9	111:20 156:4	38:17 63:13 67:23	116:16 117:24	8:1 19:10 26:23 33:9	73:6,13 90:24 150:4
72:14,18 73:1 87:1	37:25,25,25,25 40:4	stock (4) 14:3 15:2,23	72:20 81:23 95:21	127:14,15 132:21	36:11 37:1 38:11,12	159:10
112:24	41:3,4 42:4 45:13	32:21	122:18 151:8 163:4		40:16 53:14 71:10	thinks (1) 165:6
skimread (1) 136:4	50:3,10 56:25 58:21	stop (7) 12:16 40:4	subsequently (13) 9:3	tag (1) 77:23	86:3 90:24 91:2 92:12	third (11) 12:21 24:23
skip (1) 124:7	62:4 64:16 69:14,14	53:20 106:6,7 158:2	12:12 27:6 32:23,24	taken (7) 2:18 41:19	102:5 105:3 107:19	44:8 57:20 96:18
slightly (5) 7:14 53:12	72:7 73:7,12,16,16,17	176:3	46:9 67:14,17 69:14	72:12 82:7 120:22	119:19 122:8 133:23	120:3 129:24 146:6
105:23 125:16 130:5	81:6 85:17 93:10,11	straight (1) 48:6	79:12 129:7,8 137:16	129:10 162:17	137:23 143:10 149:13	155:22 164:13 169:10
slowly (1) 9:8	94:8,13 98:3 101:24	strands (1) 23:7	substance (10) 16:13	taking (4) 26:4 41:5	151:14 153:8,11,12	though (1) 20:13
small (1) 76:9	103:17 104:18 105:18	strategic (3) 15:17,21	38:10 48:9 71:6	68:7 87:25	161:1 163:11 170:9	thought (10) 8:8 12:25
smaller (1) 19:20	108:15,18,21,25	17:19	133:18 135:3,5 138:5	129:10 162:17	terry (1) 139:2	13:15 25:7 53:3 93:18
smoke (2) 52:1 119:19	109:16,18,19 111:5,8	strategies (1) 121:18	141:15 149:10	68:7 87:25	thank (124)	95:5 119:5 120:6
social (7) 3:19	119:17 122:9,15	strategy (44) 23:4,7	substantive (3) 9:21	talk (7) 44:24 51:5	1:7,8,10,12,18 2:13	147:2
4:9,11,16,17 10:15	125:15 129:14 134:4	24:10 40:12 49:11	37:19 96:19	53:22 68:12 106:9	8:10 9:7,10 10:6 14:13	three (6) 9:14 131:19
14:19	141:8 144:5 145:16	116:22 117:5,7,12,17	success (2) 118:9 119:7	158:7 165:20	16:5,7,24 17:2 21:19	137:13,18 139:25
solely (1) 123:2	147:25 148:3,4	118:8 119:1,6 120:24	successfully (2) 3:1 19:2	talked (5) 47:3 76:6	22:16,18 27:8 42:23	174:17
solution (3) 80:12	149:6,8 150:14	121:8 125:19,23	sufficient (5) 17:12 41:5	100:23 101:22 161:16	44:21 50:13 51:25	threshold (5) 55:3,9
161:4,7	151:5,6,7,13,20 165:2	127:9,16,19 128:20,25	118:25 148:2 167:1	168:21 76:5 118:15	53:11,24	56:13 81:22 93:1
someone (6) 48:3 53:7	171:14	129:11,22 130:3,13,19	sufficiently (3) 25:2,8	127:20	54:2,5,6,12,13,15 61:5	thresholds (10)
60:11 79:1 95:3	stages (15) 29:10,14	133:15,19 134:6,6,8	138:6	tandem (7) 51:21 62:10	62:3,13,16 68:11	54:20,21,22,23,24
110:19	30:5,9,12,25 36:14	135:20 136:3 137:9,18	suggest (4) 46:12 96:1	68:4,6,16,20 85:3	76:12 79:17,23	61:20 98:25 99:3,6,10
something (19) 15:4	38:7,8 39:23,24 40:24	138:1,3,9 168:21,23	146:12 165:9	68:4,6,16,20 85:3	83:4,11 86:1,6 87:12	through (57) 4:24 8:8
45:11,12,16 46:3,9,11	64:2 71:12 150:16	169:4 171:9,18	suggested (8) 44:22	targets (1) 40:17	90:3 100:13 105:10,21	9:6,9 10:12 11:25
52:10 53:6 84:2 106:3	stairwell (1) 6:20	strictly (1) 169:10	46:7 47:21,24 48:1,13	tasks (1) 5:25	106:1,4,12,15,16,18,18,25	13:16 18:8,13,15
123:1,9 125:5 138:10	stakeholder (2)	string (3) 44:3 155:7,8	116:2 147:7	team (141) 5:22 8:9	107:1,16,17 108:2	28:9,10 29:12
163:17 166:25 167:1	20:23,24	strong (2) 60:2 61:17	suggestion (3) 122:21	12:21 18:2,4,15 24:8	109:2,20 110:5 113:19	39:4,7,24 42:8 45:22
171:17	stakeholders (1) 40:13	structure (3) 18:13	160:11 162:13	25:16 26:3,9,19	115:19 116:6 117:14	47:3 51:17,19,22
sometime (3) 81:20	stance (1) 26:6	21:24 76:7	suitability (2) 73:4 77:8	30:12,20 31:1,2,4,2,3	119:4,25 121:23 123:4	57:14,25 60:21
92:20 161:14	standard (5) 12:14	structured (1) 12:19	suitably (2) 18:18,23	32:22 33:22 34:8,14	124:7 125:14 133:9	62:6,11 63:2
somewhere (1) 55:11	124:16 125:2,9 173:20	studied (1) 2:22	suite (2) 107:21 109:3	35:1,7,20 36:12 38:24	135:12,18 136:14	69:3,8,13,17 71:12,15
sort (1) 149:13	standards (2) 5:5 15:25	studio (107) 37:4,13	suited (1) 62:8	40:16 45:23,25	139:19 140:1,3,5,6,18	73:14,18 77:2,3 78:20
sought (2) 76:25 167:16	standing (6) 63:20	43:25 45:23,25 50:17	sum (3) 84:17 93:14	51:18,19 55:7 56:24	142:22 144:7 146:1	84:9 89:20 93:10
sounes (22) 64:25 65:2	89:5,7,18,23 90:2	52:23 53:3	147:8	58:5 59:23 60:3,16,18	148:19,21 149:1,18	100:23 101:14 102:9
75:18,19,20,23 87:25	stands (1) 44:19	59:10,17,20,24 60:1,4	summarise (1) 55:21	62:8,25 63:19 64:2	152:2,20 154:13	110:25 120:16,17
88:23 90:22 94:25	start (9) 2:19 3:4 17:5	62:18,23	summarised (2) 29:13	68:1,23,24 69:9,12	157:25	126:9 134:22 139:23
104:2 107:21 108:4	25:20 53:15 105:22		30:15	70:25 72:22	158:9,10,13,18,19	141:13 145:5 156:21

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81:16 83:2 93:4 95:25 111:19 128:13 134:18 172:21 wright (16) 20:12 21:4,8,23 53:2 60:9,11 63:9 74:7 77:3,6,21 91:7 110:13,15,19 write (1) 96:16 writing (3) 79:11,14 170:9 written (2) 47:1 89:10	11 (4) 86:7 167:5 168:4,12 112 (1) 26:11 1120 (1) 54:7 1135 (3) 53:20 54:4,9 1142 (1) 42:18 12 (10) 2:6 16:20 40:22 46:16 47:8 111:2 152:23 167:19 168:10 173:20 13 (6) 1:1 20:3 87:16 98:18 144:9 152:23 1307 (1) 23:10 1326 (1) 154:6 135 (1) 170:19 14 (2) 146:3 176:9 1424 (1) 24:18 15 (9) 39:3 81:1 116:14 149:20 157:24 158:3 166:23 169:7 173:21 16 (5) 22:21 41:12 130:20 131:18 160:1 1651 (1) 43:8 17 (4) 23:10 24:18 27:17 57:16 174000 (2) 55:6 93:19 174k (1) 81:22 175k (1) 95:5 18 (7) 27:10 33:22 65:10 128:8 138:25 162:5 166:14 19 (1) 123:19 1959 (1) 85:9 1974 (1) 127:20 1987 (1) 3:5 1992 (2) 2:24 4:8	114:3 121:25 123:19,25 124:3 126:25 128:8 129:17 130:20 132:7 133:11 135:20 141:23 142:13,14 144:6,9 147:20 149:20 150:15,22 151:3 152:7 153:9,19,21 156:14,25 161:15,20 163:23 166:14 169:7 170:12 171:10,16,25 172:1,9,9,18 2013 (7) 8:15 9:6 29:13 57:6 150:21 151:24 155:20 2019 (2) 2:6,8 2020 (2) 1:1 176:9 21 (6) 9:5 11:9 30:2,15 116:7 120:18 22 (2) 39:16 163:23 24 (7) 42:14,17 43:7 114:3 139:23 140:1,7 25 (3) 126:25 140:1 141:14 25m (1) 149:24 26 (5) 129:17 132:7 139:23 140:1 152:4 28 (3) 99:20 103:24 121:25 29 (5) 85:9 90:6 93:25 154:6 172:18 2m (1) 142:5	109:6 150:7 166:14 170:19 50 (2) 4:7 86:24 51 (1) 159:19 52 (1) 69:6 53 (1) 81:3 55 (3) 20:8 21:20 98:20 55m (1) 50:17 57 (1) 76:13 58m (3) 86:10 167:8,25
<hr/> X <hr/>			<hr/> 6 <hr/>
x2 (1) 102:16			6 (6) 17:8 133:11 142:10,14 144:2 150:7 60 (1) 39:4 6000 (1) 155:1 61 (3) 17:5,9,14 62 (9) 79:18,24 140:9,19,21 141:10,11 149:22 150:24 63 (1) 118:2 636 (1) 83:9 64 (1) 137:6 67 (1) 116:13 6m (2) 142:1 149:24
<hr/> Y <hr/>			<hr/> 7 <hr/>
yeah (7) 94:2 101:9 135:15 145:23 155:21 173:1,16 year (5) 4:7 142:17 172:12,14,23 years (7) 14:5 16:1 30:3 33:14 171:2 172:24,25 yesterday (3) 34:16 36:18 95:3 youd (1) 37:19 youll (2) 16:25 108:17 youre (28) 10:21 20:5 27:11 39:6 53:21 54:20 55:4 68:9 91:11 92:11 93:25 94:1 100:17 103:2 104:1 106:10 123:20 127:1,2 128:9 129:18 130:25 147:22 155:20 158:8 162:5 171:22 174:15 yourself (20) 1:11 20:9 22:12 33:2 49:2 62:18 72:13,17 85:7 93:21 97:9 102:20 104:10 107:23 123:7 131:12 135:1,2,14 163:25 yourselves (2) 139:11 175:9 youve (3) 9:17 150:17 152:14 yvonne (3) 27:16,23 28:1	2 (20) 3:2 14:11 27:11 49:15,18 53:5 80:5 83:8 100:14 104:13 106:8,18 115:17 122:3 124:12 142:10,16,19 156:20 174:17 20 (4) 26:15 29:6 120:2 172:18 200 (1) 106:21 2006 (2) 16:20 54:25 2007 (1) 29:14 2008 (1) 29:15 2009 (1) 6:9 2010 (8) 6:4 8:15,19,21 9:1 10:18 172:18,22 2011 (22) 9:5,8,8,16 10:24 11:9 29:21 30:2,3 41:23 42:14 43:7,9 46:16 47:8 52:23 63:4 70:15 72:10 74:8 77:12 156:13 2012 (90) 9:25 11:23 20:3 22:6,15 25:24 26:10 27:10 29:12,18 30:1 33:22 39:2 48:23 49:1 59:8,19 62:12 67:7,12,20 71:24,25 72:8 73:14 74:9 75:2 77:12,12,13 81:1,17,18 83:3,8 87:16 90:11,12 93:24,25 95:1 97:3 98:18 99:20 103:15,24 108:25 110:9 111:2	<hr/> 3 <hr/> 3 (18) 3:2 20:6 23:6 49:5,16 80:6 99:24 104:23 107:8,11,13,15 127:6 140:11 145:7 154:15,16 155:20 30 (5) 16:1 76:5 141:23 142:13,14 31 (2) 87:13 135:20 314 (2) 136:13,18 320 (1) 158:14 33 (1) 33:19 335 (3) 158:3,12,16 34 (1) 16:22 348 (1) 166:4 35 (1) 17:1 36 (2) 65:12,14 39 (1) 65:22	7 (2) 55:11 95:1 70 (1) 39:4 72 (1) 175:9
<hr/> Z <hr/>		<hr/> 3 <hr/>	<hr/> 8 <hr/>
zinc (13) 159:22 160:7,10 162:10,12,13,18 163:13,15 164:7 166:15,16,18		4 (9) 22:19 43:18 105:11 110:9 128:10,17 129:19 136:3 147:20 40 (1) 122:5 415 (4) 165:13,20 166:2,6 430 (1) 176:7 45 (1) 66:18 47 (4) 68:2,10,11 158:22 48 (1) 164:2	8 (12) 9:6 15:12 27:12 33:21 37:14 57:6 82:9 97:3 136:13 150:21 151:24 170:19 81 (1) 169:9 8th (1) 156:3
<hr/> 0 <hr/>		<hr/> 4 <hr/>	<hr/> 9 <hr/>
09m (1) 149:25		5 (11) 2:8 8:12 20:7 37:14,15,22 97:7	9 (5) 49:1 52:23 89:1 107:14 124:3 9001 (1) 75:17 92 (1) 141:4 928 (1) 144:16 94 (1) 150:13 94m (1) 149:24 95 (6) 142:18 144:25 145:21,25 150:5,13 97 (1) 152:15 9768 (2) 150:23,25 99000 (1) 55:5 99k (1) 95:6
<hr/> 1 <hr/>		<hr/> 5 <hr/>	
1 (16) 3:2 9:25 14:10 23:8 41:25 43:6,9 80:5 104:3 107:10 111:2 136:2 156:18 164:24 177:3,5 10 (7) 39:3 59:8 83:9 87:2 151:22 176:4,8 100 (2) 106:19 114:7 1000 (1) 1:2			