

OPUS 2

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Grenfell Tower Inquiry

Day 53

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1 Wednesday, 14 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 continue hearing
 5 evidence from the Tenant Management Organisation.
 6 Yes, Mr Millett.
 7 MR MILLETT: Good morning, Mr Chairman. Yes, we are.
 8 I now call Mr David Gibson for the TMO.
 9 SIR MARTIN MOORE-BICK: Good, thank you.
 10 MR DAVID GIBSON (affirmed)
 11 SIR MARTIN MOORE-BICK: Thank you very much, Mr Gibson.
 12 Would you like to sit down and make yourself
 13 comfortable.
 14 Right, yes, Mr Millett.
 15 MR MILLETT: Mr Chairman, thank you.
 16 Questions from COUNSEL TO THE INQUIRY
 17 MR MILLETT: Mr Gibson, good morning.
 18 A. Good morning.
 19 Q. Can I start by thanking you very much for coming here
 20 today and assisting us with our investigations. We are
 21 very grateful to you.
 22 If, during the course of my questions, I ask you
 23 a question which you don't understand, I can put it
 24 another way or repeat the question, just please say.
 25 Could you also please keep your voice up, so that

1

1 the transcriber, who sits to your immediate right, can
 2 get down everything that you are saying, and so that
 3 others who are not in this room can hear what you are
 4 saying very clearly.
 5 Also, can I just give you a tip: if you shake your
 6 head or nod, the "no" or "yes", as the case may be,
 7 doesn't go on to the transcript, so you do have to say
 8 "no" or "yes".
 9 We will take two breaks during the course of the
 10 day, but if you need a break at any other time, please
 11 just indicate and we can take a short break.
 12 I am going to start by putting statements to you.
 13 You have, I think, made a total of four witness
 14 statements to the Inquiry. They should be in a folder
 15 on your desk in front of you, but everything I'm going
 16 to show you will appear on the screen in front of you as
 17 well.
 18 Can we go first, please, to {TMO00000887}. This is
 19 your statement dated 23 January 2019, and I'll call that
 20 your first statement, or your January 2019 statement
 21 possibly.
 22 Is that your first statement?
 23 A. It is, yes.
 24 Q. Then we go to {TMO00842310}. This is your statement of
 25 5 September 2019. I'll call that your second statement.

2

1 Is that your statement?
 2 A. It is.
 3 Q. Then you made a further statement, a third statement on
 4 6 February 2020. I'll call that your third statement.
 5 That's at {TMO00864675}, please. Is that your third
 6 statement, which you have called your additional
 7 statement?
 8 A. It is.
 9 Q. Then your fourth statement is dated 3 October, which is
 10 {TMO00879742}, that's your fourth and final statement,
 11 I think, isn't it?
 12 A. It is.
 13 Q. Have you read those statements recently?
 14 A. I have.
 15 Q. And can you confirm that, subject to some corrections
 16 perhaps you want to make later, their contents are true?
 17 A. They are.
 18 Q. Have you discussed your statements or your evidence with
 19 anybody before coming here today?
 20 A. No.
 21 Q. I'm going to begin with your background, qualifications
 22 and experience. Just to put a little bit of context
 23 around that, if I may, you were the TMO's head of
 24 capital investment from 25 February 2013, I think, to
 25 30 June 2016; is that right?

3

1 A. That's correct.
 2 Q. Was that your first role in a TMO or an ALMO?
 3 A. It was, yes.
 4 Q. By way of background, just to give you some help, as at
 5 February 2013, the Grenfell Tower refurbishment project
 6 had started; yes?
 7 A. That's correct.
 8 Q. And it was a separate project from the Kensington
 9 Academy and Leisure Centre, or KALC project, as we call
 10 it.
 11 A. It was.
 12 Q. Or it had grown out into a separate project certainly;
 13 yes?
 14 A. Yes.
 15 Q. Leadbitter at that time was the main contractor or
 16 proposed main contractor on the Grenfell Tower project.
 17 A. That's correct.
 18 Q. At that time, you were looking forward to Leadbitter
 19 being the main contractor.
 20 A. My understanding at the time is that Leadbitter were not
 21 engaged in the process, so I'm not quite sure whether
 22 there was actually an appointment of them. There were
 23 discussions with them.
 24 Q. You are quite right, there was not yet an appointment.
 25 A. Yes.

4

1 Q. Can we go, against that general background, to
 2 paragraph 5 of your first statement on page 1. That's
 3 {TMO00000887/1}.

4 A. Yeah.

5 Q. You say there that you qualified as an architect from
 6 Queens University Belfast and North London Polytechnic,
 7 and you started your career in a small architect
 8 practice in London working on a range of housing
 9 refurbishments prior to working as an architect for
 10 Hackney Council for seven years from 1981 to 1988. Then
 11 you go on to say that you were in private practice for
 12 two years, and then you joined Circle 33 as a senior
 13 technical officer.

14 Now, in your 3 October 2020 statement, your very
 15 recent one, your fourth, you sought to correct parts of
 16 your first witness statement there because they're
 17 inaccurate or you want to word them differently.

18 A. That's correct.

19 Q. One of the things you say is, at paragraph 5 of your
 20 first witness statement, that you weren't an architect
 21 at Hackney Council but an architectural assistant. Is
 22 that right?

23 A. That's correct.

24 Q. Can you tell us very briefly what the difference is?

25 A. I would be working to a project architect, so assisting

5

1 a project architect. Most of what I was working on at
 2 that time would have been preparing drawings for -- and
 3 plans for a particular scheme, mostly new-build housing
 4 and some refurbishment of street properties.

5 Q. Now, you refer to working on a range of housing
 6 refurbishments before you joined Hackney Council. What
 7 work did you do for Hackney as an architectural
 8 assistant?

9 A. I worked on a number of new-build housing schemes and
 10 street properties, refurbishment of street properties.
 11 So major works to street properties.

12 Q. When you say "street properties", do you mean houses at
 13 street level?

14 A. The traditional London street --

15 Q. Right.

16 A. -- properties, yes.

17 Q. I see. So not high-rise blocks?

18 A. Not high-rise blocks.

19 Q. I follow.

20 You say that was new-build, so do I take it from
 21 that not refurbishment, or did you do refurbishments as
 22 well?

23 A. The street properties would be refurbishments.

24 Q. I see.

25 Is it right that, while you were at Hackney, you

6

1 obtained your part 2 and part 3 qualifications?

2 A. That's correct.

3 Q. I follow.

4 You then went to ARCUK, I think, after that, didn't
 5 you?

6 A. No, ARCUK is the architects registration -- I went to
 7 a small architectural practice.

8 Q. I follow, I'm sorry, that's my misunderstanding of the
 9 name of it. What was the architectural practice that
 10 you joined?

11 A. A&Q Partnership.

12 Q. What work did you do for A&Q?

13 A. Similar work to what I had been doing in Hackney. The
 14 practice had been set up over two years before from
 15 people who had worked in Hackney.

16 Q. I see.

17 A. The practice at that time was growing and they were
 18 recruiting staff and I was asked to join them.

19 Q. Right. And you were there -- just to be clear about
 20 dates -- between 1987 and 1991?

21 A. That's correct.

22 Q. So four years, not the two years you said in your first
 23 statement?

24 A. 1987 to 1990, I think.

25 Q. Right. Okay. I think you say 1991 in your statement.

7

1 It doesn't matter. But longer than the two years you
 2 originally said in your first statement; is that right?

3 A. That must be an error.

4 Q. Okay.

5 A. But I started with Circle in 1990, December 1990.

6 Q. December 1990?

7 A. Yes.

8 Q. Okay, that's Circle 33?

9 A. Yes.

10 Q. All right.

11 During your time in the private architectural
 12 practice down to the end of 1990, did you do any
 13 refurbishment of high-rise blocks?

14 A. No.

15 Q. Turning to your work at Circle 33, which is your first
 16 witness statement at paragraph 5 where we find the first
 17 reference to it, you say there that your work as
 18 a senior technical officer ranged from dealing with
 19 major repairs to development.

20 A. Yes.

21 Q. When you say major repairs to development, were you
 22 working as an architect?

23 A. No. When I first joined them, there was actually --
 24 Circle Architects were part of Circle 33, but after
 25 a few months that was absorbed into the main property

8

1 department of Circle 33 --
 2 Q. I see.
 3 A. -- and didn't really exist anymore.
 4 Q. So what was your role, your professional role, within
 5 Circle 33?
 6 A. It was as -- there was a restructuring and I was
 7 a senior technical officer.
 8 Q. Was that akin to the practice of an architect?
 9 A. Erm --
 10 Q. Or was it the practice of an architect?
 11 A. Probably less so. It depended what we were working on.
 12 I did one scheme where I was the employer's agent on
 13 major repairs to tenanted low-rise flats, and then as
 14 that progressed I was working within the development
 15 department, and we -- the two departments had come
 16 together, and I was working on then development
 17 opportunities which may be -- I think the major one
 18 I worked on at that time was a conversion of a former
 19 nurses' home to provide 42 new flats and maisonettes
 20 five storeys high.
 21 Q. I see.
 22 A. Yeah.
 23 Q. Circle 33, was that social housing?
 24 A. Yes, it was.
 25 Q. The major repairs to development, I think you have told

9

1 us what those were.
 2 A. Yeah.
 3 Q. Those were the repairs to tenanted low-rise flats -- is
 4 this right? -- and then development opportunities.
 5 A. Yes.
 6 Q. And you mentioned the nurses' home.
 7 A. Yeah.
 8 Q. I see.
 9 During your time before you moved to the TMO, beyond
 10 what you have just told us, what other experience did
 11 you gain of regeneration projects such as that at
 12 Grenfell Tower?
 13 A. Nothing.
 14 Q. Right. Did you ever receive any training on asset
 15 regeneration projects?
 16 A. Old Ford Housing Association where I worked for the
 17 last -- 2009 to 2013 were a group member within the
 18 now -- Circle 33 became Circle. It had a group
 19 structure. Old Ford was originally under Circle 33 and
 20 became a housing association in its own right or a group
 21 member in its own right, and they were a regeneration
 22 organisation. They had taken a transfer of stock from
 23 Tower Hamlets, and that was mostly new-build. The first
 24 tranche, I wasn't involved with that, but then my
 25 involvement became on the Parkside Estates regeneration,

10

1 where we took transfer of those properties, I think
 2 there were 3,000 properties.
 3 Q. Right.
 4 A. So it was regeneration work, but probably more
 5 Decent Homes-type work than major works to a single
 6 property.
 7 Q. Did you have specific training for that or did you learn
 8 on the job, as it were?
 9 A. No, sorry, that was working as the client.
 10 Q. Oh, I see.
 11 A. Yes.
 12 Q. Right, I follow. Right.
 13 A. All of this was working as the client.
 14 Q. I see.
 15 What experience or training did you have of running
 16 construction projects as the client?
 17 A. As the client? It's only in my -- the early part of my
 18 career I was running construction projects within the
 19 Circle 33 at that time.
 20 Q. Right.
 21 A. As my career progressed, I was in much more of
 22 a management position, so I would set up the projects,
 23 I might procure them, and others would deliver.
 24 Q. Right.
 25 Were you registered with the Architects Registration

11

1 Board throughout your career, or from the time you
 2 qualified as an architect?
 3 A. When I qualified I registered until 1991.
 4 Q. I see, so during --
 5 A. It was no longer relevant to the type of work I was
 6 doing.
 7 Q. So during your whole time at Circle 33, and when that
 8 morphed into Old Ford in 2009, you no longer retained
 9 your registration?
 10 A. No, I wasn't working as an architect.
 11 Q. I see.
 12 During your period -- and I'm interested in
 13 particularly the Old Ford period, if you like --
 14 A. Yes.
 15 Q. -- from 2009 -- did you carry out or obtain any CPD in
 16 each year, continuing professional development?
 17 A. We would have had opportunities, but I wasn't compiling
 18 a CPD logbook, I didn't have any need to. But we did
 19 have --
 20 Q. Right. Were you --
 21 A. -- training as necessary.
 22 Q. I'm sorry, yes. You didn't. Okay.
 23 Were you a member of the RIBA during that period?
 24 A. I've never been a member of the RIBA.
 25 Q. Right.

12

1 Was there any way in which you maintained your
 2 knowledge and competence and your finger on the pulse of
 3 industry developments?
 4 A. Well, only in terms of working within the industry,
 5 working with contractors and consultants. I would have
 6 had training in contracts to some degree, various
 7 contracts, et cetera. Some of the consultants we used
 8 would do training that could be used for CPD, so we
 9 would have workshops, possibly lunchtime seminars, that
 10 type of thing.
 11 Q. I see. Where you were the recipient of the training --
 12 A. Yes.
 13 Q. -- rather than the giver? I see.
 14 Were any of those workshops on procurement of
 15 materials?
 16 A. No.
 17 Q. Or on design?
 18 A. No.
 19 Q. Still sticking with your time before you joined the TMO
 20 in 2013, Mr Gibson, did you do any training in relation
 21 to fire safety?
 22 A. I recall having half-day training from I believe it was
 23 an ex-fire officer on some of the causes of fires in
 24 blocks in flats.
 25 Q. When was that?

13

1 A. I would think it was probably about 2008/9.
 2 Q. Do you remember the specific focus or particular --
 3 A. Mostly fire doors were the main focus, in that do not
 4 assume that because something has been tested as a fire
 5 door, it remains a fire door, otherwise if you alter how
 6 that door is fitted -- because it's tested within the
 7 frame that it sits in, if you change that at any time,
 8 it may no longer be a fire door.
 9 Q. I see.
 10 Did you receive any training in relation to
 11 fire safety considerations for high-rise buildings in
 12 particular?
 13 A. No.
 14 Q. What about training or knowledge in respect of
 15 suitability of different materials and design features
 16 for residential buildings?
 17 A. Not any specific training.
 18 Q. Do I take it, therefore, that it would follow that you
 19 never received any training and had no relevant
 20 experience at all specifically on cladding on high-rise
 21 buildings and the fire considerations relating to
 22 cladding?
 23 A. Grenfell Tower was the only cladding -- high-rise
 24 cladding I've ever been involved with. I don't think
 25 even low-rise cladding I've been involved with.

14

1 Q. Right.
 2 Turning then to your time at the TMO, can I ask you
 3 to look at your second statement, please,
 4 {TMO000842310/2}, and I want to look at paragraph 6,
 5 please, with you. You mention health and safety
 6 training there, and at paragraph 6 you say:
 7 "I recall receiving training in health and safety
 8 throughout my career however I cannot be sure whether
 9 this was with the TMO or with the housing organisation
 10 I worked at before I joined the TMO. This training was
 11 on the general health and safety responsibilities of
 12 property managers. I also recall receiving some fire
 13 safety training that was delivered by ex-fire service
 14 officers."
 15 Now, that training while you were with the TMO from
 16 ex-fire service officers, when was that, do you
 17 remember, or are you referring there to --
 18 A. Sorry, that's the same training I've already discussed.
 19 Q. Right, I see.
 20 So when you were at the TMO, what training in health
 21 and safety, focusing on fire, did you receive?
 22 A. I don't -- I didn't personally receive any. I think
 23 there were some opportunities for us, but ... and
 24 I think I put that out to my team members and other
 25 people who might need it. I think some did go, those

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1 that could. I think I managed to trace one back in that
 2 I -- the training being provided, I was actually on
 3 leave. The other one, I don't know what happened.
 4 I would have gone if I could have gone, but I probably
 5 had a clash of meetings.
 6 Q. Who was responsible within the TMO for ensuring that
 7 relevant staff members engaged on particular projects
 8 received appropriate fire safety training?
 9 A. I would have responsibility for identifying training
 10 needs for the staff that I managed, and would discuss
 11 those with them -- discuss that with them on an annual
 12 basis. My manager would identify training needs for me.
 13 But as a client, you know, I had a general knowledge of
 14 safety, but more in terms of how to manage buildings
 15 once they were built.
 16 Q. Right. You say your manager would identify training
 17 needs for you; would that have been Peter Maddison?
 18 A. Yes.
 19 Q. I see. Did he ever identify any specific training needs
 20 for you?
 21 A. We were using consultants and designers generally, so it
 22 was -- we were acting as the client.
 23 Q. Right.
 24 A. So that wouldn't be the sort of training we'd be talking
 25 about.

16

1 Q. But did Peter Maddison ever identify any training needs
2 for you?
3 A. I don't recall any specific training identified.
4 Q. Now, you say you were responsible for the training needs
5 of the staff you managed.
6 A. Yes.
7 Q. Did you ever identify a need for your staff to be
8 trained on fire safety relating to -- well, start
9 generally -- anything at all?
10 A. No, but they did have opportunity to go to the training
11 that I had -- we've already discussed, that was
12 available at that time, and -- I think on one occasion,
13 and some people did go because they were available to
14 go.
15 Q. They went because they were available to go?
16 A. Yes.
17 Q. Does that mean that they wouldn't go if they weren't
18 available?
19 A. It means that there could be a clash of meetings. It
20 wasn't mandatory.
21 Q. Did you not, as their manager, seek to rearrange their
22 diaries so that they could go to those training events
23 that you identified as necessary for them to go to?
24 A. Sorry, I didn't identify that, the one we were talking
25 about, as a training need; it was an opportunity.

17

1 Q. Yes. My question really was that where you saw an
2 opportunity for your staff to be trained on fire safety
3 matters, did you not prioritise their diaries so that
4 they were free to go?
5 A. No, they generally managed their own time, and depending
6 what -- different members of staff had different
7 experiences and different needs. But I never identified
8 a need for them to have that particular training.
9 Q. I see. Does that apply to your time working on the
10 Grenfell Tower project?
11 A. Yes.
12 Q. So do we take it that, during your time on the
13 Grenfell Tower project, you never identified a need for
14 training on fire safety for any of your staff working on
15 that project?
16 A. I did not.
17 Q. You didn't.
18 I'm going to ask you some questions about the
19 Lakanal House fire in a little bit of detail throughout
20 your evidence, later on in your evidence.
21 A. Yeah.
22 Q. Before I do, can I just ask you: at the time of your
23 appointment to the TMO in 2013, were you aware of other
24 historic fires in exterior cladding structures on
25 high-rise buildings?

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1 A. Lakanal House is the only one I had knowledge of at that
2 time. There's some not in this country, the Dubai ones
3 that have been referenced, that I would have some
4 knowledge of, but not in terms of what the causes were.
5 Q. Right. Well, I'll give you a list and see what you knew
6 and didn't know. I'm not looking at your knowledge now,
7 Mr Gibson, to be clear; this is your knowledge as at
8 February 2013 and thereafter.
9 A. Understood.
10 Q. Knowsley Heights, 1991?
11 A. I don't particularly recall, no.
12 Q. Garnock Court in Irvine in 1999?
13 A. I don't recall the detail.
14 Q. Right.
15 You have mentioned Dubai. I'll come to that in
16 a moment.
17 The Lacrosse Building in Melbourne in 2014, did that
18 cross your radar?
19 A. As an item on the news, possibly.
20 Q. Right.
21 You mentioned Dubai. Were those the fires in 2015
22 or the UAE fires in 2012 to 2013?
23 A. I'm not sure which one. I just recall Dubai and seeing
24 news -- the news on television and fires.
25 Q. Do you remember discussing any of those fires, the

19

1 Dubai/UAE fires, with anybody within the TMO from 2013?
2 A. No, because I don't -- they weren't generally relevant
3 to the work we were doing.
4 Q. Right. Do I take it from that that you never received
5 any information or training or briefing on the lessons
6 learned from the UAE or Dubai fires?
7 A. No.
8 Q. I see.
9 I'll come back to Lakanal House in due course.
10 Can I look first, please, at your role at the TMO
11 when you joined.
12 In your first witness statement at paragraph 7,
13 {TMO000000887/2}, you say you were invited to apply for
14 a role at the TMO through an agency.
15 At that time, Mr Gibson, did you know anyone else at
16 the TMO?
17 A. I did, but I didn't know they were at the TMO.
18 Q. Who did you know?
19 A. Robert Black used to work within the Circle Group.
20 Q. Okay. Anybody else? When you arrived, did you find
21 that you knew people already?
22 A. Carol McGarry, who was in my -- was one of the project
23 managers within the capital reinvestment team, I had
24 worked -- well, I didn't work with her; she had worked
25 at the same time as me at Hackney, and she had a short

20

1 spell at Circle 33.
 2 Q. Right.
 3 Now, if we can look at paragraph 8 of this
 4 statement, please, you say there in the last three
 5 lines :
 6 "In summary, the job entailed an overview of what
 7 needed to be delivered during the course of a 5 year
 8 programme to identify and procure works and resourcing
 9 through Project Managers to deliver."
 10 The job title, as you have explained earlier in the
 11 paragraph, was to support the director of assets and
 12 regeneration on the development and maintenance,
 13 et cetera.
 14 So at this point, when you applied for the job, did
 15 you have experience of that role, in other words
 16 an overview of the delivery of a major work from start
 17 to finish?
 18 A. Yes.
 19 Q. And that was from the Old Ford work you were doing in
 20 Tower Hamlets, was it?
 21 A. It was, because that was regeneration of five estates,
 22 3,000 properties.
 23 Q. Now, you reported, when you arrived, to Peter Maddison,
 24 didn't you?
 25 A. Correct.

21

1 Q. And he reported to Sacha Jevans; yes?
 2 A. Correct.
 3 Q. And she reported to Robert Black?
 4 A. Correct.
 5 Q. And when you started at the TMO -- I think this is
 6 right -- Paul Dunkerton reported to you?
 7 A. Correct.
 8 Q. So we have the chain of command.
 9 A. Yes.
 10 Q. Then I think it's right that, in the September of 2013,
 11 Claire Williams took over from Paul Dunkerton.
 12 A. Correct.
 13 Q. Now, you have mentioned two other project managers
 14 reporting to you in your evidence. How many people in
 15 total would you say reported to you?
 16 A. Three project managers, two resident liaison officers.
 17 Q. And those three project managers, were they each on
 18 different projects?
 19 A. Yes, they each had a portfolio of projects.
 20 Q. They each had their own portfolio of projects?
 21 A. Yes.
 22 Q. How many projects in total, at least when you arrived at
 23 the TMO, were you given to oversee?
 24 A. It's difficult to say. There wasn't ... there were not
 25 many active projects. There were a lot -- there were

22

1 a number of historic projects that needed to be resolved
 2 and there were some historic issues with. There had
 3 been, I think -- I think there were some cyclical
 4 projects ongoing on site, and we were trying to maximise
 5 spend for that year end, so at that time we were trying
 6 to identify works to procure for the following year
 7 whilst we looked at setting up a longer term partnering
 8 arrangement with contractors.
 9 So a little piece -- work was piecemeal at that
 10 time, the types of projects were piecemeal in terms of
 11 what we could deliver.
 12 Q. Right.
 13 A. There were often -- projects needed a very long lead-in,
 14 because we had about one-third leaseholders within the
 15 stock, and that required us to start further back in
 16 terms of informing them of future works.
 17 Q. Okay. So you have given us a fair picture of what you
 18 were asked to do.
 19 More specifically, were you given a particular brief
 20 when you arrived by Peter Maddison for your role in
 21 relation to the Grenfell Tower project?
 22 A. No. I knew delivery would come under me, but at that
 23 time I think both Peter and myself were trying to
 24 understand the project.
 25 Q. Right. I see. He had only just arrived the month

23

1 before, I think.
 2 A. Yes.
 3 Q. Just on Peter Maddison, was there a division of
 4 responsibilities between you and him?
 5 A. Certainly he was the strategic lead, if we're talking
 6 about Grenfell in particular?
 7 Q. Yes. He was the strategic lead.
 8 A. Yes.
 9 Q. Where was the dividing line between responsibilities?
 10 What sort of decisions would he take that you wouldn't,
 11 or that you would take that he didn't need to? Can you
 12 give us a very brief feel for that?
 13 A. In most meetings we attended together, but Peter
 14 would ... I think he would set the scene --
 15 Q. Right.
 16 A. -- in terms of communicating what we needed to do, what
 17 we needed to understand, if we're talking about Grenfell
 18 in particular, and how we needed to go forward.
 19 Q. I see. So he --
 20 A. So in terms of when things were set up and we were ready
 21 to deliver, then I took on more of a role.
 22 Q. What kind of decisions would be passed up the chain to
 23 the executive team?
 24 A. On Grenfell, we would report I think monthly to the
 25 programme board, and then obviously in regards to

24

1 letting contracts, et cetera, you needed board approval,
 2 so that would go to the board.
 3 Q. Very well.
 4 Can I then turn to your relationship with
 5 Paul Dunkerton.
 6 A. Yeah.
 7 Q. When you started at the TMO in February 2013,
 8 Paul Dunkerton was already there, wasn't he?
 9 A. Yes.
 10 Q. And he was already working on the Grenfell Tower
 11 project.
 12 A. Yes.
 13 Q. We know Peter Maddison joined in the January of 2013.
 14 A. Yes.
 15 Q. So you and Peter Maddison had to play catch-up, really,
 16 in terms of understanding what had gone on previously
 17 with that project.
 18 A. Yeah.
 19 Q. Were you given a briefing or a handover pack or
 20 a discussion when you joined in relation to
 21 Grenfell Tower specifically?
 22 A. There was no handover pack for any of the work. I met
 23 with the individual project managers and they briefed me
 24 on their projects. On Grenfell, I also looked at
 25 whether there was a stage C or stage D report from

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1 Studio E, which gave me a good background on what was
 2 contained within the scheme at that time and what the
 3 scheme was.
 4 Q. Yes, I see. I follow. So you were essentially briefed
 5 by the managers who were already on the project.
 6 A. Yes, Paul Dunkerton and the information that was
 7 available.
 8 Q. Now, in your first witness statement you say at
 9 paragraph 11 {TMO00000887/2} in the first line:
 10 "Upon my appointment to TMO, I identified a need to
 11 recruit additional Project Managers."
 12 Was that specifically on the Grenfell Tower project
 13 or was that overall?
 14 A. No, I think there is a slight error there. I had three
 15 temporary project managers. What I wanted to do was to
 16 recruit permanently to all those posts, and the
 17 recruitment that we carried out was for three project
 18 managers.
 19 Q. Was that overall, or specific to Grenfell?
 20 A. No, overall.
 21 Q. I think you say temporary project managers. One of
 22 those was Paul Dunkerton, he was only a temporary role.
 23 A. Yes, I had three interims.
 24 Q. Yes, okay.
 25 Were you concerned that the capital investment team

26

1 that you were overseeing was under-resourced or lacked
 2 experience in any way?
 3 A. I was concerned that there were a number of temporary
 4 staff there. I wanted to go through a recruitment
 5 process to get people with the right skills and ability
 6 to run the projects. They were generic project manager
 7 roles, so not specifically for Grenfell.
 8 Q. Even generically -- I'll repeat my question -- were you
 9 concerned that the members of the capital investment
 10 team that you were overseeing, temporary though they
 11 were, there either weren't enough of them, or lacked
 12 experience in any way?
 13 A. I think we had enough, but there was -- possibly lacking
 14 experience.
 15 Q. Would you say that applied to Paul Dunkerton in your
 16 view at the time?
 17 A. Possibly. I didn't take a view -- a strong view. Paul
 18 was -- communicated to me what he needed to communicate,
 19 but I don't know if he was proactive enough to take
 20 things forward on his own without assistance.
 21 Q. What gave you that sense, do you remember?
 22 A. Because I didn't see him taking a lead in the project.
 23 The project had stalled, so he had stopped.
 24 Q. I see.
 25 I think you do say in your first statement that he

27

1 wasn't considered sufficiently experienced for the
 2 requirements of the role. What kind of experience did
 3 you actually need that he wasn't giving you?
 4 A. We went through a -- the normal recruitment process, so
 5 people would provide supporting statements with what
 6 they had done previously, and how it matched with our
 7 requirements, and then there was an interview process
 8 with both Peter and myself and --
 9 Q. I'm sorry, let me cut you off. I'm asking what kind of
 10 experience did you need that Paul Dunkerton didn't have?
 11 A. I think I needed more rounded experience and ... in the
 12 industry there are a lot of people who have come from
 13 various backgrounds who move around organisations and
 14 have quite short stays, and become project managers.
 15 They don't necessarily have a project management
 16 background. Although we weren't necessarily looking for
 17 a project manager, it's a generic role within the
 18 organisation, but people with experience of, as the
 19 client, delivering a project, because we would generally
 20 have consultants and contractors and a contractual
 21 arrangement.
 22 Q. So were you looking for somebody on the Grenfell Tower
 23 project who had experience of delivering a project as
 24 client?
 25 A. Yes.

28

1 Q. Thank you.
 2 Can we then turn to Claire Williams as the next
 3 topic.
 4 A. Yes.
 5 Q. I would like to take you to your first witness statement
 6 at paragraph 12 on the next page {TMO00000887/3},
 7 please, and you say there that:
 8 "Claire Williams was one of a number of
 9 applicants ..."
 10 A. Yes.
 11 Q. This is the first line:
 12 "... who applied for the post of Project Manager.
 13 I had known her for many years through our employment
 14 with Circle 33."
 15 Just very briefly, what was your work relationship
 16 with Claire Williams at Circle 33?
 17 A. It varied. On the scheme I talked about where I was the
 18 employer's agent, the technical officer, she was the
 19 project officer, so that was the refurbishment of 42
 20 flats.
 21 Q. Right.
 22 A. I then became --
 23 Q. So did she report to you on that?
 24 A. No.
 25 Q. She didn't?

29

1 A. No.
 2 Q. Okay. Did she report to you at all on any projects
 3 while at Circle 33?
 4 A. Yes, there was a period probably around 2000-and -- no,
 5 19 ... round about 2000 for about two years she reported
 6 to me, but that was -- she had much more of a planning
 7 role in identifying what works needed to be delivered by
 8 others.
 9 Q. I see.
 10 Did you invite her to apply for the role at the TMO
 11 or did she just do that off her own bat?
 12 A. I had told her there was an opportunity.
 13 Q. I see.
 14 Did you interview anybody other than Claire Williams
 15 for the role for which you eventually appointed her?
 16 A. Yes, I think we interviewed in total ... at least five
 17 people. We had used an agency to identify candidates,
 18 it had been publicised in the press, but at that time in
 19 the industry it was very difficult to get people with
 20 the right levels of experience.
 21 Q. Yes.
 22 A. And I've often had to ask around the industry when
 23 I needed staff as to who is available or who might be
 24 interested.
 25 Q. I see.

30

1 Looking at the third sentence of your paragraph 12
 2 there, do you see you say there:
 3 "Peter Maddison and I interviewed her for the job
 4 and she was seen to be well suited to the post not least
 5 because of her experience of dealing with tower block
 6 refurbishment in the past and her skills and experience
 7 dealing with resident consultation. This was known to
 8 be a particular requirement in relation to the Grenfell
 9 Tower refurbishment for which she was being engaged
 10 where the residents would remain in situ during the
 11 refurbishment work."
 12 Now, on that point, did you want Claire Williams for
 13 the role because she had dealt with residents in
 14 occupation during major refurbishment works in the past?
 15 A. Yes.
 16 Q. And that was to be her focus on Grenfell, was it?
 17 A. No, part of the focus. There are other responsibilities
 18 in terms of liaising with internal stakeholders.
 19 Q. Yes, indeed. But it was, I think, to be a particular
 20 focus of hers on the Grenfell Tower project, among
 21 others?
 22 A. Yes, because it was a large number of residents in situ
 23 that were going to have --
 24 Q. Did she have any construction qualifications, as far as
 25 you were aware?

31

1 A. She didn't need any for the role that we were appointing
 2 her to.
 3 Q. Did she have any experience of managing and delivering
 4 a complex residential refurbishment as a client, so far
 5 as you knew?
 6 A. Well, she had worked on -- she was also a project
 7 manager on Old Ford at the time I left and the time
 8 I was there, but there was another manager in between.
 9 So I had a regeneration manager under me --
 10 Q. Right.
 11 A. -- and he appointed her as a project manager and thought
 12 very highly of her.
 13 Q. Do you know whether she had any experience of managing
 14 the delivery of a complex high-rise refurbishment as
 15 a client?
 16 A. We were recruiting for the generic role, so we weren't
 17 specifically looking at a project manager for Grenfell
 18 at that time. Once I'd gone through the recruitment
 19 process I looked at the people I had in post, and at
 20 that time I only put in post -- or confirmed in post two
 21 project managers, one being Claire and one being another
 22 member of staff who had already been there, but I looked
 23 to see who was the best fit.
 24 Q. Did either of those two have any experience of managing
 25 the delivery of a complex high-rise refurbishment.

32

1 A. It depends what you mean by managing delivery as
 2 a client , but --
 3 Q. Seeing the project through to its end.
 4 A. Not -- I don't think -- no, I don't think any of the
 5 others have.
 6 Q. Did either of them have any experience of a project
 7 involving the overcladding of a high-rise residential
 8 building?
 9 A. I don't think so. We weren't specifically recruiting
 10 for Grenfell .
 11 Q. Right.
 12 Now, in the lower third of paragraph 12 you say:
 13 "Claire was also required to respond to contractor
 14 needs and to pass on and assimilate their reports of
 15 progress to inform TMO and the TMO Board. Again she was
 16 highly experienced and skilled at this and performed
 17 this task to a high standard. In case there should be
 18 any misunderstanding, there was no requirement on Claire
 19 to carry out the technical aspects of the refurbishment
 20 itself but to monitor and report upon contractor
 21 progress as 'Customer' or 'Client '"
 22 Now, did she have any decision-making power in
 23 respect of the refurbishment at any level?
 24 A. Yes, because she managed the budget, so if there were
 25 any decisions that needed to be made that had budgetary

33

1 impact, and she could contain that within the budget,
 2 she could make those decisions.
 3 Q. I see.
 4 What sort of decisions would she not be able to make
 5 where she needed your approval?
 6 A. Anything that had a major impact on the budget or
 7 delivery or quality , et cetera . But she was
 8 experienced, and Claire and I sat diagonally opposite,
 9 so I was aware of what she was working on, what
 10 decisions -- what she was working on.
 11 Q. Peter Maddison, what sort of decisions would neither you
 12 nor Claire Williams be able to make on the
 13 Grenfell Tower project which were the preserve of
 14 Peter Maddison?
 15 A. Anything that had an impact on the budget.
 16 Q. That's like Claire Williams, though, isn't it?
 17 A. Yes.
 18 Q. So who would be the decision-maker, Claire Williams or
 19 Peter Maddison or you or all of you?
 20 A. It would go up through the chain. If I was
 21 comfortable -- but I don't think I needed to make any
 22 decision on Grenfell in terms of once it got on to site ,
 23 I think we'd established the budget before that , so she
 24 would be managing the budget from that point. Claire
 25 was less involved in the procurement, but on came -- her

34

1 role became more important once we were starting
 2 on site .
 3 Q. Let me try it a different way. I'm not sure I have put
 4 my question as well as it could have been.
 5 Can you give us an example of the sort of decision
 6 where you and Claire might look at each other and say,
 7 "Well, we can't decide this , this is one for Peter"?
 8 A. No, I think we -- there were a couple of times that we
 9 made decisions, I think there was only one to do with
 10 changing the windows on Grenfell, but that was -- and
 11 that would have had a cost impact, but because of the
 12 impact not making that change would have on the
 13 residents -- and, again, we discussed it with Peter
 14 anyway, he was aware of it .
 15 Q. So you say you sat diagonally opposite Claire Williams.
 16 A. Yes.
 17 Q. Where did Peter Maddison sit in the office ?
 18 A. Just behind us in an office .
 19 Q. He was in an office but you were out on the floor?
 20 A. Yes.
 21 Q. An open-plan arrangement?
 22 A. Yes.
 23 Q. Is that right? I see.
 24 Would it follow from that that you had lots of
 25 discussions with Claire Williams that would not have

35

1 been in an email or in writing at all?
 2 A. I would be aware of the issues she's dealing with,
 3 I would hear her on the phone, but whether we had
 4 discussions -- if it was a particular -- something she
 5 wanted to talk to me about or a query or a problem, we
 6 would discuss it and it wouldn't necessarily be in
 7 an email.
 8 Q. What about Peter Maddison? Would there be discussions
 9 with Peter Maddison, you might pop your head round his
 10 office door --
 11 A. Yes.
 12 Q. -- or she might, which wouldn't be recorded in writing?
 13 A. Yes.
 14 Q. Now, in your first statement at paragraph 36, if we
 15 could please go to that at page 8 {TMO00000887/8},
 16 fourth sentence down, you say:
 17 "Neither Claire , I or any member of our team had any
 18 technical expertise in relation to the refurbishment
 19 work."
 20 Does it follow from that that nobody had any
 21 technical expertise, or did you have some technical
 22 expertise, in relation to the refurbishment work?
 23 A. We were acting as client , so we were employing people
 24 who were advising us technically .
 25 Q. Right.

36

1 A. So the professional team -- we were acting as client .
 2 We would probably understand if we were -- they wanted
 3 to suggest something to us what the impact of that might
 4 be technically , or we would ask them further questions
 5 so that we could understand what it might be.
 6 Q. Given your training and background in architecture that
 7 you very helpfully explained to us earlier on, you did
 8 have some technical expertise in relation to the
 9 Grenfell Tower refurbishment work, didn't you?
 10 A. Yes, but my role was as client and to oversee delivery .
 11 Q. Yes. But you had enough technical expertise to know
 12 whether something was going wrong or offtrack or
 13 questions were not being asked where they should have
 14 been asked; is that fair?
 15 A. I think my role was more monitoring progress, programme,
 16 any issues that arose, rather than delving into the
 17 detail of the construction.
 18 SIR MARTIN MOORE-BICK: Mr Gibson, I think what Mr Millett
 19 is suggesting is that you were an educated client --
 20 A. Yes.
 21 SIR MARTIN MOORE-BICK: -- in the sense that you would
 22 understand technical aspects.
 23 A. Yes.
 24 SIR MARTIN MOORE-BICK: Thank you.
 25 MR MILLETT: Yes.

37

1 Now, can I then turn to look at the role of RBKC.
 2 We will come back shortly to the question of the
 3 expertise of the Grenfell TMO team, if I can use that
 4 loose expression. I want to ask you some questions
 5 about the relationship between the TMO and RBKC.
 6 If you go to your first witness statement at page 3
 7 {TMO00000887/3}, please, and let's look together at
 8 paragraph 14. You say there that:
 9 "TMO managed RBKC's housing under the 'Right to
 10 Manage' legislation and its roles and responsibilities
 11 were set out in the Modular Management Agreement with
 12 RBKC. The MMA content was in standard form following
 13 Regulations set by the Secretary of State."
 14 Are you familiar with the MMA?
 15 A. No.
 16 Q. Were you familiar at the time with the MMA?
 17 A. No.
 18 Q. Right.
 19 Let me just ask one question about it , then, in
 20 light of that answer. Can we go to the document. It's
 21 at {RBK00019006/35}. We can see from the second page of
 22 it , although there is no need to turn it up, that it was
 23 dated 12 June 2006. Can we go to page 35, please, and
 24 I just want to draw your attention to one clause in it ,
 25 clause 6.1 on page 35 under the heading "Major works":

38

1 "The BWTMO agrees to enter into contracts for agreed
 2 Major Works and supervise such works if the Council has
 3 included a sufficient amount within the Allowances for
 4 the BWTMO to carry out such works."
 5 During your time at the TMO, were you aware of that
 6 provision?
 7 A. Not specifically , no.
 8 Q. Did you know generally that the TMO could enter into
 9 major works and contracts and supervise those works,
 10 that it had that freedom?
 11 A. As long as they had an agreed budget and as long as
 12 there might be budget approval needed from Kensington
 13 and Chelsea.
 14 Q. I see.
 15 Did you think at any time that when the TMO was
 16 supervising major works, it was doing so independently
 17 of RBKC, or as an agent for RBKC in any way?
 18 A. We were doing it independently, but we -- the ownership
 19 of the properties and the asset belonged to RBKC, so we
 20 were acting on their behalf.
 21 Q. Yes. I understand that.
 22 In fact, let's just go straight to your first
 23 witness statement, go back to that, and look at
 24 paragraph 17 on page 4 {TMO00000887/4}.
 25 You say there:

39

1 "The Grenfell refurbishment was by far the largest
 2 of one of a number of projects within my remit at TMO.
 3 The refurbishment project was an RBKC project which TMO
 4 was required to deliver on its behalf."
 5 Just to be very clear, Mr Gibson, when you say that
 6 it was an RBKC project, is that simply because it was
 7 a building owned by the RBKC?
 8 A. My understanding was that they had identified the need
 9 for works to this building. I understand also that the
 10 TMO, up until Grenfell, had carried out relatively minor
 11 works to properties, and that the capital -- major
 12 capital works were still -- the ownership still sat with
 13 RBKC. And I think this was the first project where we
 14 were being given the opportunity to carry out the --
 15 this type of work on their behalf.
 16 Q. You say "on their behalf".
 17 A. Yes.
 18 Q. I just want to understand what you mean by that. Did
 19 you mean essentially that RBKC gave TMO all
 20 instructions --
 21 A. No.
 22 Q. -- or is it simply limited to the fact that the asset
 23 belonged to them and they held the purse strings?
 24 A. Yes. I think, before this, a project of this size might
 25 have been delivered by RBKC themselves. I don't think

40

1 it was part of the original agreement. I think there
2 were some discussions backwards and forwards, but before
3 my time, and this was the first big project that the TMO
4 were delivering. So I think some of the
5 responsibilities had transferred.

6 Q. I see.

7 Just in lay terms, general terms, so that we can all
8 understand it, at the time of your involvement in the
9 Grenfell Tower project, who did you think was the
10 client?

11 A. The client was the TMO.

12 Q. The TMO?

13 A. Yeah.

14 Q. Can we then turn to a different topic, which is your
15 role in the Grenfell Tower refurbishment, and start with
16 paragraph 18 of your first witness statement on page 4
17 {TMO00000887/4}, if we can. You say there, just below
18 where we were:

19 "The refurbishment had been substantially planned
20 and designed before I joined TMO but the arrangements at
21 the time I arrived were in suspension. RBKC had engaged
22 a number of their call-off contractors to prepare the
23 refurbishment and the project was in limbo because the
24 pricing was over budget. The main contractors at that
25 time were Leadbitter who had been engaged by RBKC to

41

1 cost their scheme. Leadbitter were part of RBKC's call
2 off contractors and they had been engaged by RBKC to
3 conduct a costing exercise involving a pricing mechanism
4 that was not specific to Grenfell Tower and was based on
5 standard pricing arrangements."

6 Now, you say that there.

7 In your fourth witness statement, I think you seek
8 to correct or clarify this paragraph in some respects.
9 But in general terms, is it still correct that when you
10 arrived at the TMO in the February of 2013, you
11 understood that this was an RBKC scheme, Grenfell, using
12 RBKC call-off contractors?

13 A. My understanding was that RBKC had identified the works
14 to Grenfell, and that the TMO were able to -- once
15 a decision had been made that we were delivering the
16 works and that responsibility transferred to us, that we
17 were able to access their contractors from their OJEU
18 procurement.

19 Q. You say that that was your understanding.

20 A. Yeah.

21 Q. Who told you or what was the source of your
22 understanding that you as the TMO were able to access
23 their contractors from their OJEU procurement?

24 A. I would have been briefed by Paul Dunkerton, but I've
25 had -- at lower levels with RBKC, when we're talking

42

1 about Hidden Homes, et cetera, they would often talk
2 about us accessing their procurement.

3 Q. Did anybody from the RBKC tell you that, when it came to
4 the Grenfell Tower project, you could access their
5 contractors that they had acquired under the tender for
6 KALC?

7 A. Did anyone from RBKC tell me?

8 Q. Yes.

9 A. No.

10 Q. Did anybody else within the TMO tell you that?

11 A. That was the arrangement that was in place, and the
12 background on the board papers, et cetera, indicated
13 that.

14 Q. Yes. Certainly, Mr Gibson, I'm not suggesting that you
15 were involved in the arrangements, but those were the
16 arrangements you came to, I think, when you arrived.

17 A. Yes.

18 Q. Did you ask anyone at the time when you arrived, "How
19 come we can access contractors who had been procured by
20 RBKC as opposed to the TMO for the Grenfell Tower
21 project?"

22 A. I don't think it would have been unusual. The asset was
23 RBKC's. It would depend on the wording of the OJEU
24 notice.

25 Q. Is it something you investigated?

43

1 A. No.

2 Q. You didn't, you just took it as read?

3 A. Yes.

4 Q. I see.

5 Can we look at paragraph 19. You say there:

6 "Upon the project being handed over and upon the
7 arrival of Peter Maddison in 2013, Peter and I assisted
8 Artelia the appointed consultant Project Managers [with
9 capital letters there] to provide a more focussed
10 pricing for the refurbishments and looking at the design
11 with regard to the relocation of office space and
12 ancillary buildings and following that, the scheme was
13 put out to tender through the OJEU Tender Processes."

14 Now, I'm going to come back later to the role of
15 Artelia, but when you arrived at the TMO, who had
16 retained Leadbitter in relation to the Grenfell Tower
17 project, or had there been a retainer of Leadbitter yet
18 in relation to the Grenfell Tower project?

19 A. I don't think there had been.

20 Q. Right.

21 Was there an intention at that time to stop using
22 Leadbitter, who had been the RBKC call-off contractor
23 for the KALC project, when you arrived?

24 A. Can you just clarify the question?

25 Q. Yes, let me try again.

44

1 At the time you arrived, February 2013, did you
 2 detect or were you told that there was an intention to
 3 stop using the RBKC call-off contractor, Leadbitter, for
 4 the --
 5 A. No.
 6 Q. You weren't?
 7 A. No.
 8 Q. Right.
 9 When you arrived -- and I know Peter Maddison had
 10 only arrived shortly before you -- did you know what his
 11 intention was about the potential for a re-procurement
 12 exercise?
 13 A. I think Peter and I were in the same position. I think
 14 we met with Artelia and Simon Cash to understand the
 15 position and get the background on where we were with
 16 the project.
 17 Q. Right. Okay. Well, let's go to that, then, and I'll
 18 take a question out of order.
 19 If you go to paragraph 25 of this statement at
 20 page 6 {TMO00000887/6}, I just want to pick up that last
 21 answer. You say there, at paragraph 25 at the top of
 22 the page:
 23 "At the time of my appointment, the rebuilding of
 24 the Kensington Area Leisure Centre ('KALC') was being
 25 undertaken directly by RBKC using their contractors

45

1 Leadbitter Architects Studio E, and other contractors.
 2 RBKC chose to use the same contractors and consultants
 3 for the proposed Grenfell Tower refurbishment which they
 4 were able to do under their framework agreement via the
 5 public sector procurement arrangements to call-off
 6 contractors without the need to go out to tender."
 7 Now, again, just leaving aside what you have said by
 8 way of correction in your fourth witness statement, as
 9 far as you understood it at the time, is it right that
 10 RBKC had chosen to use those contractors for Grenfell
 11 and not the TMO?
 12 A. I don't know if I know who had chosen to use ... let me
 13 try it another way. The understanding seemed to be that
 14 the OJEU notice for KALC and what was within it had
 15 allowed us to use the same -- because the sites were
 16 adjacent to each other, and we could access via the OJEU
 17 arrangements. I think the -- my understanding at the
 18 time was, if we wanted to go down that procurement
 19 route, then Leadbitters were the contractor that we
 20 needed to be talking to.
 21 Q. Right. My question was slightly different.
 22 A. Yeah.
 23 Q. My question was: as far as you understood it, at the
 24 time did you think that RBKC had itself made the choice
 25 to use the same contractors for Grenfell as they had for

46

1 KALC --
 2 A. No.
 3 Q. -- as opposed to the TMO making that choice?
 4 A. I don't think I was aware either way.
 5 Q. Right.
 6 Did it concern you at the time that the same set of
 7 contractors had been or were to be appointed for
 8 Grenfell as had been appointed for KALC, simply because
 9 they were working on KALC already?
 10 A. Not as such. It concerned me more: were Leadbitters the
 11 right contractor for Grenfell Tower?
 12 Q. That's a different question.
 13 A. Yeah.
 14 Q. But I think I have your answer: not as such.
 15 Can I go back, then, to your reference in
 16 paragraph 19 of your statement, the previous page
 17 {TMO00000887/4}, to Artelia acting as project managers.
 18 I just want to pick that point up here.
 19 You say there that they're project managers. Was
 20 your role limited to assisting Artelia with more focused
 21 pricing when you arrived in the February of 2013?
 22 A. No.
 23 Q. You agree, I think, that the project was a complex one
 24 at that point, don't you?
 25 A. Yes.

47

1 Q. But you also had other projects within your portfolio as
 2 someone running the capital investment team.
 3 A. Sorry, can you repeat the question?
 4 Q. You had a portfolio of which Grenfell Tower was only
 5 one, when you arrived.
 6 A. Yes.
 7 Q. Can you give us a feel for how much time, at that stage
 8 at least, Grenfell Tower took up in comparison with the
 9 other projects in your portfolio?
 10 A. At that time I was still going through an induction
 11 process, so I was getting to know the TMO and how it
 12 worked, and I was meeting lots of people. But in terms
 13 of time, perhaps 10%.
 14 Q. 10%?
 15 A. Possibly less.
 16 Q. Right.
 17 What was the maximum amount of time in percentage
 18 terms that Grenfell Tower took up between February 2013
 19 and June 2016 when you left?
 20 A. It would have reduced, but probably 10% at any time was
 21 the maximum.
 22 Q. Okay.
 23 Now, can we go back -- and I am sorry to jump around
 24 in your statement -- to paragraph 36 on page 8
 25 {TMO00000887/8}, please. This is your first witness

48

1 statement. You say there, at paragraph 36, a third of
 2 the way down:
 3 "The project team of consultants were the experts
 4 specifically engaged to design and develop the
 5 refurbishment work to meet the project requirements.
 6 None of us at TMO had any relevant expertise for these
 7 works and none of us had involvement or understanding of
 8 the cladding work to be used and included as part of the
 9 refurbishment."

10 You see that?

11 A. Yes.

12 Q. "We had no knowledge or experience of cladding materials
 13 or fitment. This is specialist work and we had no
 14 knowledge of the materials involved or how they needed
 15 to be installed. The requirement was that all works
 16 would be compliant with all Legislation Regulation
 17 Standards and Guidance and we relied on the contractors
 18 and consultants to achieve this and for The Clerk of
 19 Works, Planners and Building Control to check this."

20 Now, you say that the project team were engaged to
 21 design and develop the refurbishment work, but they
 22 weren't able to make decisions about it, were they?

23 That was for you.

24 A. Sorry, can you repeat the question? I'm not sure I'm --

25 Q. Yes.

49

1 The project team of consultants were there to design
 2 and develop the refurbishment work, but the ultimate
 3 decisions about that fell to the TMO; no?

4 A. Yes. If I could give some context, possibly.

5 At this time we stopped the scheme and we looked at
 6 it again. So in terms of -- Peter and I worked with the
 7 designers to redefine the scope of the project. The
 8 project had drifted. There were works being carried out
 9 that were not to Grenfell that were contained within the
 10 pricing mechanism at that time. So we re-looked at --
 11 we looked at what was in the scope and we re-set a new
 12 client's brief.

13 Q. I'm going to come back to that later on. I just want
 14 a slightly more precise answer to a narrower question.
 15 Let me try it a different way.

16 You say you relied on the project team of
 17 consultants and contractors.

18 A. Yeah.

19 Q. Let's see if we can identify them: for expertise in
 20 relation to the works?

21 A. Yes.

22 Q. Understanding of cladding?

23 A. Yes.

24 Q. Knowledge of materials?

25 A. Yes.

50

1 Q. Installation of materials?

2 A. Yes.

3 Q. And compliance with all legislation, regulation,
 4 guidance and standards?

5 A. Yes.

6 Q. Yes.

7 Given that you were relying on them, was it not
 8 critical for you to make sure that each of those members
 9 of the project team of consultants and contractors were
 10 competent?

11 (Pause)

12 A. They had gone through the process. I understood they'd
 13 gone through the process. The project was well
 14 developed at this stage. In meetings with them, they
 15 came over -- all the project team, designers and others
 16 involved -- as having a good understanding of the
 17 project, what they needed to do, came over competently
 18 as consultants and advisers, so I didn't have any
 19 reason -- they seemed to understand the project, they
 20 projected to us a good understanding of the project, so
 21 there was nothing in my meetings with them that would
 22 have given me any concern about their ability to do the
 23 tasks that they were doing.

24 Q. No, I understand that, and thank you for that. That
 25 wasn't quite my question. Again, let me just try it

51

1 differently.

2 Do you accept as a proposition that it was critical
 3 for the TMO, as the client, to make sure that, whichever
 4 consultants and contractors were used for Grenfell, they
 5 were competent in all the areas I've just put to you?

6 A. Yes.

7 Q. Yes, and experienced?

8 A. Yes.

9 Q. And had the relevant knowledge of materials and how to
 10 install them?

11 A. Yes.

12 Q. Yes.

13 Now, you said that you weren't involved in that
 14 process, and indeed in your fourth witness statement at
 15 paragraph 5 {TMO00879742/2} -- and I don't need to take
 16 you to it -- you made a clarification that, when those
 17 consultants first became involved in the project, you
 18 had little knowledge of how they came to be appointed.

19 Perhaps I just ought to show you what you then say.
 20 If you go to {TMO00879742/2}, please, you then say at
 21 paragraph 5, if we can just see that, this is the middle
 22 of the paragraph:

23 "My understanding of how the consultants were
 24 appointed as at the time I joined the TMO was they had
 25 been procured via a framework that RBKC had access to

52

1 and had used for the adjacent KALC scheme, and that the
2 TMO had been able to take advantage of this procurement
3 for the consultants on Grenfell Tower."

4 So given that evidence, did you at any point
5 question whether the use of the KALC consultants was
6 suitable when it came to Grenfell?

7 A. No.

8 Q. You never thought to yourself, "Well, I know that
9 Studio E have been appointed to the KALC, but are they
10 really suitable architects to be used on Grenfell
11 Tower?"

12 A. The scheme as very well developed, from -- I had looked
13 at their stage C/D report; it seemed very professional.
14 I'd met Bruce Sounes; he came over very well and very
15 competent. I had no reason to think they weren't --
16 they didn't have the ability to do that.

17 Q. Did he or anybody else ever tell you that he had never
18 done an overcladding of a high-rise residential block?

19 A. No.

20 Q. Had he done so, would you have had cause to question
21 whether or not Studio E was a suitable appointment for
22 Grenfell?

23 A. Not necessarily.

24 Q. Why is that?

25 A. I think there's a point in anyone's career where they're

53

1 doing something for the first time. There shouldn't be
2 anything technically very difficult about overcladding
3 a building. The complexity comes in with high-rise and
4 access and other areas, but cladding is something that
5 was very common in the industry.

6 Q. When people do things, in your experience, for the first
7 time in their careers, is it your experience that they
8 normally do something under the close supervision of
9 somebody who has done that thing before?

10 A. I think it would depend on how confident they are in
11 that. In terms of designing the cladding, I don't think
12 it would be particularly onerous.

13 Q. You don't think it would be particularly onerous?

14 A. No.

15 Q. You don't now or you didn't then?

16 A. I didn't then.

17 Q. What do you think now?

18 A. Obviously mistakes were made, but it wouldn't be the
19 level of detail I would normally query, because we had
20 all the arrangements in place that we thought would
21 protect us, you know. We were the client, it wasn't the
22 sort of area I would be looking at.

23 Q. I mean, as the client --

24 A. Yeah.

25 Q. -- if you had discovered that -- and I know this is

54

1 a counterfactual -- Bruce Sounes had never done
2 an overcladding of a high-rise project before, would you
3 not have wanted to ensure that, if he was going to work
4 on the Grenfell Tower project, he worked under the
5 supervision of somebody who had done such a project?

6 A. I don't think so.

7 Q. You don't? Okay.

8 Can we then turn to the role of Artelia.

9 First of all, project manager, again just bearing in
10 mind the words I showed you in your statement before,
11 paragraph 19. I've showed you that.

12 Can I stay within your fourth witness statement, at
13 paragraph 6, please. You say:

14 "At paragraph 19 of that statement, I refer to
15 Artelia as the appointed consultant Project Managers
16 [capital P, capital M], as this was how I recall the
17 Artelia employees introducing themselves to me. At
18 paragraph 37, I also refer to Artelia as the contractor
19 administrator, cost consultant and coordinator. I have
20 since reviewed a letter I sent to Artelia on 6 March
21 2014 in which I confirm the appointment of Artelia as
22 Employer's Agent, CDM-Coordinator and Quantity Surveyor
23 and I can confirm that these were the formal roles
24 undertaken by Artelia in respect of the project."

25 Now, first, is it your evidence that, when you

55

1 arrived at the TMO in 2013, Artelia employees introduced
2 themselves to you as project managers?

3 A. Yes.

4 Q. Do you remember which employees of Artelia did that?

5 A. There were a number, but I'm clear in terms of
6 Alun Dawson or Robert Powell, there was a project in
7 itself to look at where we were with Grenfell and plan
8 a way forward, and they were project managing that
9 activity.

10 Q. I see. So do I take it from that that you thought
11 Artelia were undertaking the Grenfell Tower project as
12 project managers in the formal sense?

13 A. They were undertaking that piece of work in the formal
14 sense. They were undertaking -- their actual contract
15 with us for the construction was as my last statement.
16 That was their roles.

17 Q. I'm not sure I really understand that answer,
18 I'm afraid.

19 From the introductions that you had when you first
20 arrived --

21 A. Yes.

22 Q. -- did you think that Alun Dawson or Robert Powell were
23 the project managers, in the formal sense, for
24 Grenfell Tower?

25 A. I think I did.

56

1 Q. You did.
 2 Now, if you go, please, to your first witness
 3 statement and go to page 12 {TMO00000887/12}, I would
 4 like to look with you at paragraph 63. You say there:
 5 "Artelia were initially engaged by RBKC to manage
 6 the KALC project and it was considered sensible and
 7 expeditious for them to continue with the Grenfell Tower
 8 refurbishment on behalf of TMO. They had an established
 9 track record of robust contract management on the
 10 adjacent KALC scheme where there had been difficult
 11 contractual issues to manage. Their role was that of
 12 Contract Administrator, Costs Consultant (QS) and CDM
 13 Co-ordinator and as such they were required to manage
 14 the contract on behalf of TMO, advise on the
 15 specifications in terms of CDM and understand the costs
 16 involved and provide regular reporting on programme and
 17 costs."
 18 Now, when you say there "manage the contract on
 19 behalf of the TMO", what did you mean?
 20 A. Within their employer's agent role, they have a duty to
 21 administer the contract, general duty. We're the
 22 client, they're the contractor, and their duty is to
 23 administer the contract.
 24 Q. I see. So you are referring to the EA role, the
 25 employer's agent role?

57

1 A. Yes.
 2 Q. When you say "advise on the specification in terms of
 3 CDM", can you just be clear on what you mean by that
 4 expression?
 5 A. I would expect the CDMC to look at the contractor's
 6 design and to let us know that it was acceptable and it
 7 met the requirements of legislation, et cetera, it
 8 fulfilled the terms of the contract.
 9 Q. Right.
 10 So did you think that the CDMC role was essentially
 11 to double-check compliance of design with regulatory
 12 standards? Is that what you're saying?
 13 A. I think there is a role for CDMC there. That was my --
 14 that would have been my understanding.
 15 Q. Was that your understanding of the 2007 regulations?
 16 A. I think they had a -- my thoughts were that they had
 17 a duty.
 18 Q. Right.
 19 Now, at paragraph 64 of this statement, just at the
 20 bottom of the page, we can pick this theme up a little
 21 bit more closely. You say:
 22 "As the CDM Co-ordinator, they were required to
 23 check the information and comment on any concerns before
 24 going to tender and throughout the refurbishment project
 25 as well as co-ordinate contractors during the project."

58

1 Their contract administration role was to alert the TMO,
 2 as project client, of any cost or programme issues that
 3 would impact positively or negatively on the project."
 4 When you say "check the information and comment on
 5 any concerns", what did you mean by that?
 6 Let me be more specific: when you say -- and this is
 7 the bottom of page 12, I think, pick that up -- "check
 8 the information and comment on any concerns before going
 9 to tender", you use that expression, can you be a bit
 10 more precise about what you mean?
 11 A. The CDMC would provide a document to -- within the
 12 tender documents that gives information on the design
 13 requirements within the CDM Regulations, and then
 14 further down the line, the contractor's proposals would
 15 be examined against that.
 16 Q. Right.
 17 When you say "co-ordinate the contractors during the
 18 project", as you do over the page, what aspect of their
 19 role was to co-ordinate contractors? Was that QS, EA,
 20 or CDMC?
 21 A. It's possibly badly worded in terms of co-ordinating
 22 contractors.
 23 Q. How would you like to word it now?
 24 A. There's one contractor, one point of responsibility.
 25 I would expect the CDMC to say that it's fit for

59

1 purpose, and, in the employer's agent role, for them to
 2 say and confirm that it fulfils the contractual
 3 obligations.
 4 Q. Going back to what you said before about the role of the
 5 CDMC checking the design, if Artelia had contractually
 6 excluded responsibility for the design, that couldn't
 7 mean that, in their role as CDMC, they were responsible
 8 for the design; that's a proposition I'm putting to you.
 9 Do you accept that?
 10 A. Sorry, can you repeat?
 11 Q. Yes. Well, let me try it a different way.
 12 Did you understand that, in taking on the role of
 13 CDMC, CDM co-ordinator, Artelia were responsible for
 14 checking the design for correctness or in some other way
 15 taking responsibility for the design?
 16 A. No, there was only one point of responsibility for the
 17 design and that was the contractor. But I would expect
 18 them to say that they are satisfied that the contractor
 19 has taken into account the requirements of the
 20 CDM Regulations.
 21 MR MILLETT: Very well, okay, thank you.
 22 Mr Chairman, this may be an appropriate point for
 23 a break.
 24 SIR MARTIN MOORE-BICK: Yes. Very well. Well, if that
 25 suits you, it probably is a good time.

60

1 Mr Gibson, we have a break, as you probably know,
2 during the morning and the afternoon, and this is a good
3 time to take it. So we will stop now, we will come back
4 and continue your evidence at 11.35, please, and while
5 you're out of the room, I have to ask you not to talk
6 about your evidence or anything to do with it to anyone
7 else.

8 THE WITNESS: Okay, thank you.

9 SIR MARTIN MOORE-BICK: Thank you very much. Would you go
10 with the usher, please.

11 (Pause)

12 All right, 11.35, please. Thank you.

13 (11.20 am)

14 (A short break)

15 (11.35 am)

16 SIR MARTIN MOORE-BICK: Right, Mr Gibson, ready to carry on?

17 THE WITNESS: Yes, thank you.

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

19 Yes, Mr Millett.

20 MR MILLETT: Thank you very much.

21 Can I turn to a different topic, which is the client
22 design adviser, and start by asking you to go to
23 {ART00008591}.

24 Now, this is an email from Phil Booth to Simon Cash
25 internally at Artelia dated 10 January 2014. I know

61

1 that it says 1/10/14, but very often with Artelia dates
2 we have the American dating. It's 10 January 2014, and
3 it says:

4 "Simon,

5 "Claire wishes for us to put forward a proposal for
6 the CDA role. As the custodian of fee proposals and
7 scopes please can I ask you to do this? I know they are
8 considering others, e.g. one man bands but they have PI
9 concerns.

10 "Kind regards

11 "Philip."

12 Now, Claire is Claire Williams.

13 A. Yes.

14 Q. Did you yourself have any involvement in seeking
15 a proposal from Artelia for a CDA, a client design
16 adviser?

17 A. No, but if I can take you back a little bit to where
18 this arose in the first place?

19 Q. Yes. Just to bear in mind, this is January 2014.

20 A. Yes. During -- when we were managing the project plan,
21 when we were redefining the project scope and going
22 through that plan, there were a series of meetings that
23 we attended, and I think it was on the risk register and
24 we went over the same points over and over again.
25 Artelia were advising us how they would best protect our

62

1 interest once we got into contract with a contractor
2 that we might not be familiar with, and those
3 discussions and their recommendations were: novation of
4 the designers, Studio E and Curtins, and the retention
5 of Max Fordham as our M&E, to provide a client design
6 adviser role to us, because that's where we thought the
7 complexities were.

8 At that time they said they could also offer us
9 a CDA role that some clients choose to have. It wasn't
10 one that I was -- ever been offered before or
11 contractually aware of. I could see the benefits for
12 some clients, if it's the first time you're doing -- if
13 it's a one-off building and you aren't used to being
14 a client on -- taking on quite a major property, the CDA
15 role might be quite useful.

16 But I believe it was -- we had our designers on
17 board, they were working with the contractor, and you
18 wouldn't normally bring in another designer to check the
19 designer's work.

20 Q. Well, you say you wouldn't bring in another designer.

21 We will come to the proposal in a moment, because that's
22 not what the CDA role they came to propose involved.

23 But can I go back to my question --

24 A. Yep.

25 Q. -- which is -- and I'm not sure I now -- well, the

63

1 question was: did you yourself have any involvement in
2 seeking a proposal from Artelia?

3 Now, let me put the question a different way. The
4 email I'm showing you says, "Claire wishes for us to put
5 forward a proposal for the CDA role".

6 My question is: was there a perception within the
7 TMO that it was necessary to have a CDA, a client design
8 adviser?

9 A. No.

10 Q. Why was Claire Williams asking for a proposal for a CDA,
11 then?

12 A. I don't know. I assume -- I can only assume, I don't
13 know.

14 Q. Did you have any role yourself in Claire asking Artelia
15 for that proposal?

16 A. No.

17 Q. Do you know why she asked for such a proposal?

18 A. No. If she was going to ask for a proposal, I would
19 have expected her to have discussed it with me and
20 explained the reasons why she thought it was necessary.
21 We didn't have that conversation.

22 Q. I see.

23 When did you first discover -- we may be able to
24 work this out from the documents -- that she had, off
25 her own bat, so it appears, asked them, Artelia, for

64

1 a proposal for a CDA role?
 2 A. I didn't.
 3 Q. You didn't?
 4 A. I didn't know anything about her asking for a proposal.
 5 Q. Right.
 6 Well, let's see if we can put the proposal before
 7 you and see if it triggers a recollection. Can we go to
 8 {ART00006744}, please. These are the minutes of
 9 a progress meeting number 1 on 15 July 2014, and on the
 10 first page we can see that, among others from the TMO,
 11 you were present, Mr Gibson; yes?
 12 A. Yes.
 13 Q. Second line down, "Present: David Gibson". Yes?
 14 A. Yes.
 15 Q. If we go to the bottom of page 2 {ART00006744/2} we can
 16 see item 3, "Design development", do you see that there,
 17 just at the very bottom of the page? And if we go over
 18 to page 3 {ART00006744/3}, we can see it says:
 19 "CW to appoint a Client Design Adviser."
 20 Do you see that?
 21 A. Yes.
 22 Q. And the action there, "CW".
 23 So it looks from this, Mr Gibson, that you were in
 24 a meeting where this was taken as an action by
 25 Claire Williams.

65

1 So, given that you were there, can you explain how
 2 you never did know about her asking for a proposal for
 3 a client design adviser?
 4 A. I don't. I know, as I stated previously, that the role
 5 had been not recommended by Artelia, but a suggestion
 6 that we could have. I can only suggest that this has
 7 been minuted incorrectly, possibly as she was to
 8 consider appointing a client design adviser, but it was
 9 never a discussion that we had.
 10 Q. Right. Do you recall nothing at all about being at
 11 a meeting such as this in mid-2014 where the appointment
 12 by the TMO of a client design adviser was discussed?
 13 A. I was at the meeting. I don't recall Claire asking for
 14 it, and I would be surprised.
 15 Q. Right.
 16 A. Yeah.
 17 Q. Well, let's look at the proposal itself and see if you
 18 can -- actually, before I go to that document, let me
 19 just ask you: were you routinely provided with minutes
 20 from progress meetings such as this?
 21 A. Yes.
 22 Q. You were?
 23 A. Yes.
 24 Q. So can we take it that you would have received this
 25 minute?

66

1 A. Yes.
 2 Q. Would you have read it?
 3 A. I would have scanned it and checked for actions.
 4 Q. So you would have, in scanning it and checking for
 5 actions, seen that Claire Williams was to appoint
 6 a client design adviser, because that's what's written
 7 there on the page?
 8 A. Yeah. I haven't picked that up, and I don't understand
 9 why it's there.
 10 Q. Does that tell us that, whatever else you might have
 11 done with these programme minutes, you didn't read this
 12 one very carefully?
 13 A. I think I scanned them, because I would have attended
 14 the meeting before, yeah.
 15 Q. Let's go to the proposal. It's {ART00006279}, please.
 16 This is a proposal from Artelia in February 2014 for
 17 a client design adviser.
 18 Just looking at its first page there, is this
 19 a document you think you have ever seen before?
 20 A. I have seen the document.
 21 Q. Do you think you saw it at the time, February 2014?
 22 A. It's possible, but I can't confirm definitely yes or
 23 not. I know we received it January 2014 via
 24 Jenny Jackson. Jenny was doing the appointments.
 25 I can't recall whether we had a discussion or not over

67

1 it. If Jenny had thought we had needed the role, she
 2 would have had a discussion with me.
 3 Q. Right. So it's possible that you saw it in
 4 February 2014?
 5 A. If Jenny wanted clarification on whether we wanted the
 6 role, she would have spoken to me.
 7 Q. Right.
 8 A. I don't recall a discussion.
 9 SIR MARTIN MOORE-BICK: Mr Gibson, you mentioned Jenny. Do
 10 you mean Jenny or do you mean Claire?
 11 A. I mean our procurement consultant, Jenny Jackson.
 12 MR MILLETT: That's Jenny Jackson.
 13 A. Yes.
 14 Q. Yes, I thought you might have done. I'm just wondering,
 15 you say, "I know we received it in January 2014 ..."
 16 A. Yeah.
 17 Q. "... via Jenny Jackson."
 18 A. Yes.
 19 Q. But why do you say you know that, given that this is
 20 dated February 2014?
 21 A. Sorry, my mistake.
 22 Q. Oh, I see.
 23 A. February 2014. Yeah.
 24 Q. So just being --
 25 A. Sorry, early 2014, yes.

68

1 Q. -- a little bit more focused, do you recall seeing this
2 document in or around February 2014?
3 A. No.
4 Q. Do you remember seeing this document at any time before
5 the middle of 2014?
6 A. I think I must have discussed it with Claire, because
7 I recognise her response on taking up this appointment.
8 She had discussed it with me, so that -- at whatever
9 time she wrote that email, we would have had
10 a discussion and I would have looked at this document.
11 Q. Just trying to understand your evidence, do I take it
12 from this, from what you have told us so far, that you
13 never discovered that she had asked for this proposal,
14 but you saw the proposal and then discussed it with her
15 nonetheless?
16 A. Yes. It was her asking for the proposal, is the bit
17 that I queried.
18 Q. I follow.
19 Did you, when you did eventually get to see this
20 proposal, study it in any detail?
21 A. Yes, I would have studied it in some detail.
22 Q. Some detail. Well, let's see how we go.
23 Page 18 {ART00006279/18}, please. Did you see that
24 contained within it here was a CV of an architect called
25 Richmal Hardinge?

69

1 A. I don't recall.
2 Q. This is the person whom Artelia were proposing to act as
3 the client design adviser. Do you think you read this
4 CV?
5 A. I possibly scanned it, but my view is that we didn't
6 need the CDA role.
7 Q. No, let's just keep with the document. I just want to
8 know how much of it you took on board when you did get
9 it.
10 Did you pick up the fact that what was being
11 proposed by way of a CDA was a qualified architect with
12 15 years of experience?
13 A. I think I did.
14 Q. You think you did, okay.
15 Going to page 3 {ART00006279/3}, then, if we can go
16 back to that, and let's look at the third bullet point
17 on that page in the box, this is what you would be
18 getting within the scope of services from
19 Richmal Hardinge as a CDA if you appointed her. Looking
20 at the third bullet point it says:
21 "Review through a Design Compliance Report agreed
22 key design packages following the production of detailed
23 drawings (Stage F) reporting to KCTMO using our
24 risk-based warning light methodology backed up by our
25 firm opinions and recommendations."

70

1 Did you pick up from your review of this document
2 when you did review it what a design compliance report
3 would entail, as described there?
4 A. I would understand it, yes.
5 Q. So do you agree that a design compliance report would
6 have been helpful to the TMO to ensure that the design
7 at every stage was compliant with the Building
8 Regulations and British Standards?
9 A. Yes, but it's additional to the contract requirement.
10 So, yes, it's an additional check.
11 Q. At the end of scheme design, just above the header,
12 "Construction phase", it says, "We will provide design
13 advice as required by the KCTMO."
14 A. Sorry, I'm not seeing that.
15 Q. Okay, well, let's go to page -- let's stay on that page
16 and look at the middle paragraph. This probably does
17 the point just as well. Page 3, in the middle paragraph
18 there, it says:
19 "Richmal has an in-depth understanding of building
20 life cycle costings and understanding of how the public
21 sector is as focused on revenue costs as much as those
22 of capital costs. She has experience of value
23 engineering at both pre and post contract tender stage
24 and the ability to focus on the brief and variations to
25 it and weigh up and clearly present options and risks

71

1 for you."
2 Did you spot that when you saw this?
3 A. It's possible. I can't recollect.
4 Q. Do you agree that having design advice such as this from
5 a qualified architect with this degree of experience
6 would have been extremely helpful to the TMO to ensure
7 that design standards didn't slip?
8 A. It's not something I've ever previously been recommended
9 to have. I believe we had the suite of contractual
10 documents that would be required, we had the designers
11 on board, so I didn't give it a great deal of
12 consideration.
13 Q. You didn't give it --
14 A. In terms of -- some of it I felt was doing a check that
15 the clerk of works were already doing on site,
16 et cetera, but I wouldn't have thought there was -- we
17 didn't at this stage need design advice, because this
18 is -- we're coming, what, middle of 2014 now? We're
19 on site. We're well on site --
20 Q. It's not, it's February 2014.
21 A. Sorry, February 2014.
22 Q. Well, you weren't on site at that stage.
23 A. Okay.
24 Q. In fact, Mr Gibson, just to assist you with your
25 recollection, February 2014 was towards the end of the

72

1 tender process --
 2 A. Yes, yes.
 3 Q. -- which then came to its culmination in the March of
 4 that year.
 5 A. Yeah.
 6 Q. Can I ask you to go to page 4 {ART00006279/4} and look
 7 at "Overview" under "Project Understanding and Key
 8 Data". In the second paragraph, it says this:
 9 "With the novation of architects, Studio E, to the
 10 contractor the relationship and direct access to
 11 architects and other members of the design team that you
 12 have enjoyed on this project to date will change. The
 13 services of a Client Design Adviser will ensure that the
 14 initial design that you have agreed and promoted to
 15 stakeholders does not get 'watered down' as part of the
 16 procurement and delivery process."
 17 Given what's said there, did you not think it useful
 18 at the time, given the possibility or likelihood that
 19 Studio E would be novated to sit under Rydon, as Rydon's
 20 subconsultant, to have the valuable services of a client
 21 design adviser as someone you could talk to directly
 22 about design?
 23 A. No. I think if Studio E had felt their designs were
 24 being compromised, they would have found a way to have
 25 a conversation with us.

73

1 Q. But that would be leaving it to them, rather than having
 2 a resource you could immediately pick up the phone to.
 3 A. Yes, but I don't think there was any stage where I felt
 4 the need to pick up the phone in terms of getting design
 5 advice. The design decisions we were taking at that
 6 stage post-tender were relatively minor.
 7 Q. Looking a little bit down the page, we can see that
 8 Artelia records their understanding that the scope of
 9 works was out to tender and will cover the following
 10 renovations, then you look at the third bullet point and
 11 you see:
 12 "Over-cladding external elevations to improve
 13 appearance."
 14 I will leave aside the question about appearance.
 15 You have told us already that Studio E did not
 16 necessarily have the in-house expertise in relation to
 17 overcladding external elevations. Did it not occur to
 18 you that it would, at least in respect of that aspect of
 19 the project, have been extremely useful to the TMO to
 20 have immediate direct access to an expert architect to
 21 advise directly on that question?
 22 A. Sorry, I think I must have misinterpreted you, because
 23 I don't think I had an understanding that Studio E did
 24 not have experience in overcladding. I think what we
 25 were previously discussing -- perhaps I picked it up

74

1 wrong -- was did I know whether they had previous
 2 experience of overcladding.
 3 Q. Yes.
 4 A. Yeah.
 5 Q. Well, let me try it a different way: what gave you to
 6 think that Studio E did have experience in overcladding
 7 a high-rise building?
 8 A. There was nothing to indicate to me that they weren't
 9 experienced.
 10 Q. Right. Well, that's a negative.
 11 A. Yeah. Yeah.
 12 Q. So there is a vacuum there in your understanding. Would
 13 it not have been helpful to fill that vacuum with a CDA
 14 who could have advised you on overcladding external
 15 elevations?
 16 A. I don't think I would have given it consideration at
 17 that time.
 18 Q. Right.
 19 Let's go to page 6 {ART00006279/6}, before I go to
 20 the end. Did you see, when you looked at this document,
 21 the services scope and, in particular, what is said
 22 there under "Scheme Design"? And then in the third
 23 paragraph of that:
 24 "We will provide design advice as required by
 25 KCTMO."

75

1 Did you see that? Did you pick that up?
 2 A. Yes.
 3 Q. Again, did you not think it would be useful for the TMO
 4 to have design advice from a qualified architect of
 5 15 years' standing, given that Studio E were going to be
 6 novated to the --
 7 A. Yes, but given that we had got to the point of tender,
 8 we understood the tender documents -- the design
 9 proposals had been reasonably well developed, so in
 10 terms of design advice going forward after Studio E had
 11 been novated -- or I don't think they were novated in
 12 the end, but were working with the contractor,
 13 I wasn't -- we weren't expecting to have or need design
 14 advice.
 15 Q. You say you don't think they were novated in the end.
 16 A. Yeah.
 17 Q. Is it your evidence that you thought at the time that
 18 Studio E were still contracted directly to the TMO?
 19 A. No.
 20 Q. So what do you mean by it?
 21 A. There was a proposal within the documents, the tender
 22 documents, to novate Studio E to the contractor.
 23 I think discussions were had, because I remember
 24 speaking to Peter Maddison, who wasn't keen on novation,
 25 and the discussions were that Rydon should satisfy

76

1 themselves and agree terms of agreement, terms of
 2 appointment, between each other, but he wasn't keen that
 3 there was an official novation, and I don't think we had
 4 a novation contract in place.
 5 So there was an intention, there was a possibility
 6 of novation, but I don't think it happened.
 7 Q. You say you don't think it happened?
 8 A. Yeah.
 9 Q. So what was your understanding about whether or not
 10 Studio E, after Rydon had been appointed, still
 11 continued in a direct relationship with the TMO?
 12 A. No, they had a direct relationship with Rydon, but there
 13 wasn't a novation; they agreed terms.
 14 Q. And having done that, what was your understanding of the
 15 continued relationship, if any, directly between the TMO
 16 and Studio E, do you recall?
 17 A. After that, there was no continued direct relationship,
 18 apart from design warranties, et cetera; the
 19 relationship was via Rydon.
 20 Q. Yes, and my point is that, given that at least it was
 21 a possibility as at February 2014 and thereafter that
 22 Studio E would be subcontracted to Rydon, if I can use
 23 a neutral word, without saying the word "novation", it
 24 would have been extremely useful for the TMO to continue
 25 to have design advice from a qualified architect

77

1 directly down to the end of the project.
 2 A. The design was well developed, so I can't -- I'm trying
 3 to think back on circumstances where we needed design
 4 advice. So did I identify a need for design advice for
 5 ourselves? No. And do I remember us needing the design
 6 advice? I don't recall that we did.
 7 Q. Why was Peter Maddison not keen on novation?
 8 A. I think that -- novation, I think, means there's
 9 an obligation for the contractor to work with that
 10 architect and make them -- use them to develop the
 11 designs as necessary to make it fit for construction.
 12 I think we were quite happy with Studio E's performance.
 13 We didn't see that there needed to be a novation, but
 14 they would agree terms between themselves, but not
 15 a novation.
 16 Q. Cutting through this --
 17 A. Yes.
 18 Q. -- was it your understanding that Peter Maddison wanted
 19 the TMO to continue to have a direct architect/client
 20 relationship with Studio E, even once the Rydon contract
 21 was let?
 22 A. No.
 23 Q. No?
 24 A. No.
 25 Q. Right.

78

1 A. Our relationship had finished at that point. The
 2 contractor had taken on all design responsibilities, and
 3 we were leaving it for the contractor to decide how to
 4 use Studio E, but we knew Studio E were involved in the
 5 development of the design.
 6 Q. So when you say Peter Maddison wasn't keen on novation,
 7 I think you mean it in the strict, narrow, legal sense
 8 of the word?
 9 A. Yes, yes.
 10 Q. Right, I follow.
 11 Can we go to page 11 {ART00006279/11} of the
 12 proposal, and here we see the fees that Artelia were
 13 going to charge, and it comes to £30,922.50 for the CDA
 14 role, and £600 for the POE, so a total of £31,500-odd.
 15 Did you have any views at the time when you saw this
 16 document about whether that cost was worth paying in
 17 order to have the benefit of this professional advice?
 18 A. I didn't see the need for the role.
 19 Q. Can we go to {ART00002752}, please.
 20 SIR MARTIN MOORE-BICK: Well, Mr Gibson, in a sense, are you
 21 saying you wouldn't have accepted this even if it had
 22 been offered free?
 23 A. Free, possibly, but ...
 24 SIR MARTIN MOORE-BICK: But, I mean, you're not giving the
 25 impression --

79

1 A. I wasn't -- I didn't feel there was a need for the role.
 2 I wasn't particularly interested in the role. It was
 3 an additional service that Artelia had told us that some
 4 clients choose to have. There was no recommendation
 5 that we should have it.
 6 SIR MARTIN MOORE-BICK: But I asked the question because I'm
 7 not currently getting the impression from your answers
 8 that you looked at the price and said to yourself,
 9 "Well, it would be useful but not at that price". I'm
 10 getting the impression you didn't think it was useful at
 11 all.
 12 A. I didn't think there was a need for it.
 13 SIR MARTIN MOORE-BICK: Right.
 14 MR MILLETT: At any price?
 15 A. I don't think price was a consideration.
 16 Q. Okay. Let's just see how we go with this. It may be
 17 that I can take the next run of questions more quickly
 18 in light of that answer and exchange with the Chairman
 19 just now.
 20 Can we go to {ART00002752}, please. These are the
 21 minutes of progress meeting number 2 on 19 August 2014,
 22 and we can see that you are there as well as
 23 Claire Williams, do you see that?
 24 A. Mm-hm.
 25 Q. Again, do we take it that you would have seen these

80

1 minutes after the meeting and at least scanned them?
 2 A. Yes.
 3 Q. Can we look at page 2 {ART00002752/2}, please, under
 4 item 3. The heading here is "Design Development", and
 5 we can see there it says, again:
 6 "CW to appoint a Client Design Adviser."
 7 Action: CW:
 8 "Post Meeting Note: CW advised that the TMO will
 9 perform the role of the CDA in house. They will
 10 therefore need to sign off all design."
 11 A. Yes.
 12 Q. Now, up to this point -- this is August 2014 -- was it
 13 expected that the TMO would appoint a client design
 14 adviser? We saw the meeting notes from the previous
 15 month, July 2014. Here we see them again, August 2014,
 16 with the action, but then a post-meeting note.
 17 A. The expectation was the areas of design that we would be
 18 commenting on, on signing off, were in relation to the
 19 layouts of the new-build units, the boxing club and the
 20 nursery.
 21 Q. Right. Let me try this a different way.
 22 It looks, in chronological terms, as if you have
 23 a proposal in February, which had been invited in the
 24 January, 2014; there's an action in July 2014 that
 25 Claire Williams would appoint a client design adviser;

81

1 that action is repeated in the August progress meeting
 2 note, but then there is a post-meeting note where CW
 3 advised that the TMO would perform the role of CDA
 4 in-house.
 5 My question -- I'll put it differently -- is: was
 6 the decision that Claire Williams wouldn't appoint
 7 a client design adviser but the TMO would do that
 8 in-house taken after the 19 August meeting and then
 9 recorded in this minute as such?
 10 A. I can't ... we had a discussion, myself and Claire. We
 11 thought, as I'd stated, that the design that we -- the
 12 areas of design we would be asking to comment on were in
 13 relation to the new-build units, boxing club and
 14 nursery.
 15 Q. I follow.
 16 A. Yeah.
 17 Q. But the decision not to appoint a CDA was made shortly
 18 after this meeting; is that right? Looking at the --
 19 A. There was no need to appoint a CDA.
 20 Q. You have told us that.
 21 A. Yes.
 22 Q. I just want to know when the decision was made,
 23 Mr Gibson, can you help with that?
 24 A. I can't help, but if you use the post-meeting note, we
 25 must have at that time looked at "CW to appoint a client

82

1 design adviser", discussed it, and, in terms of
 2 responsibility and the areas of design we were
 3 discussing, that we didn't need any assistance.
 4 Q. Right.
 5 Now, we know that the proposal was made in
 6 February 2014. This is August 2014.
 7 A. Yes.
 8 Q. Was there a reason why the decision hadn't been made or
 9 the issue hadn't been resolved between those dates?
 10 A. Between February and August?
 11 Q. Yes.
 12 A. I don't recall if I got the client design adviser
 13 proposition formally before this date. I know it was
 14 appended -- I know now it was appended to the
 15 appointment Jenny Jackson was doing in February 2014,
 16 and, I think as I stated previously, Jenny identified
 17 any gaps in our coverage contractually. So she would
 18 have reviewed that. If she thought there was a need,
 19 she would have spoken to me.
 20 Q. Right.
 21 A. We didn't -- I don't recall us having that conversation.
 22 Q. I follow. So you can't explain why it took so long for
 23 the TMO to decide not to have a CDA?
 24 A. I assume that Artelia were pushing for us to take on
 25 this role, and we didn't feel there was a need for it.

83

1 Q. I just want to understand, do you have any explanation
 2 as to why it took between the February and the August of
 3 2014 for the TMO to decide not to appoint a CDA?
 4 A. No.
 5 Q. Thank you.
 6 Now, looking at the post-meeting note, it says that
 7 the TMO will "need to sign off all design".
 8 First of all, who was it within the TMO that you
 9 thought would be signing off all design?
 10 A. Between myself and Claire, we were comfortable that we
 11 could cover the areas of design that we were
 12 anticipating to need to sign off.
 13 Q. And you have said, I think, just a moment ago, that that
 14 included the nursery and the boxing club -- is this
 15 right? -- and the lower four floors.
 16 A. Yes.
 17 Q. So just on those aspects of the refurbishment, when you
 18 say you would be signing them off, does that mean giving
 19 final approval to them?
 20 A. I wouldn't necessarily say I would use the terminology
 21 "sign off". I would make comment on the design
 22 proposals, or at this stage it was the contractor's
 23 proposals to us, and I did make comment on, as
 24 I recollect, the new units on the lower floors, but we
 25 wouldn't sign off the design, that was still the

84

1 contractor's responsibility .
 2 Q. So can you explain what you understood by the words
 3 "sign off" in the post-meeting note there?
 4 A. To agree that they're acceptable, or we would have no
 5 adverse comments.
 6 Q. Right.
 7 A. It wasn't a formal signing-off process. We would
 8 comment on the design proposals. If we had adverse
 9 comments, we would pick that up with the contractor. We
 10 did make comments. They weren't necessarily -- they
 11 were comments to do with layouts of kitchens or
 12 bathrooms, I can't remember now, but I remember making
 13 comments.
 14 Q. So when it says design --
 15 A. Yeah.
 16 Q. -- does that mean general design or architectural intent
 17 or does it mean the construction drawings for each --
 18 A. No, not the construction drawings.
 19 Q. Not the construction drawings?
 20 A. This was -- the design we were talking about here was
 21 the layouts of the new units on the lower floors that
 22 hadn't been fully developed at the time we went to
 23 tender.
 24 Q. I follow.
 25 Now, you have talked about the lower four levels ,

85

1 the nursery and the boxing club .
 2 A. Yeah.
 3 Q. Does that mean that you, the TMO, were not going to
 4 sign off on all design in respect of the overcladding?
 5 A. We wouldn't have expected to. The design on the
 6 overcladding, as designed by Studio E, the contractual
 7 responsibility was for the contractor to take on that
 8 design and develop it , and to ensure that it was
 9 compliant.
 10 Q. So --
 11 A. So we wouldn't be taking a role in signing off .
 12 Q. I follow .
 13 So when it says "the TMO will perform the role of
 14 CDA in house ... [and] therefore need to sign off all
 15 design", I think on what you have told us, when it came
 16 to the cladding, the TMO wouldn't be performing the role
 17 of CDA in-house and wouldn't be signing off on that
 18 design.
 19 A. Correct. There was no contractual requirement for us
 20 signing off design. The only contractual requirement
 21 was for the contractor to develop the designs and
 22 construct.
 23 Q. So when it came --
 24 A. No sign-off process required.
 25 Q. So when it came to the cladding --

86

1 A. Yes.
 2 Q. -- the TMO was entirely reliant for design on who, you
 3 tell me?
 4 A. Initially Studio E, and then the contractor takes
 5 responsibility for the development of that design and
 6 constructing -- the responsibility then sits with --
 7 it's the point of this suite of documents. There is one
 8 point of responsibility ; the contractor's taking on that
 9 responsibility .
 10 Q. As an educated client , how would the TMO protect itself
 11 against any errors or defects in the designs as
 12 developed either by Studio E or the contractors or
 13 subcontractors?
 14 A. We protect ourselves -- there would be design warranties
 15 as necessary, but the point of responsibility still
 16 remains with the contractor.
 17 Q. I see. So I think the answer is Rydon?
 18 A. Yes.
 19 Q. Can we go to {ART00002701}. This is an email from
 20 Claire Williams to Philip Booth and Peter Blythe on
 21 29 August 2014. This is ten days after progress meeting
 22 number 2 for which we've just seen the minutes:
 23 "Dear both
 24 "Last Tuesday we talked about the appointment of
 25 a design advisor, and the likelihood that this did not

87

1 particularly apply to cladding and M&E elements which
 2 were designed and under guarantee."
 3 Do you see that?
 4 A. Yes.
 5 Q. Then she says:
 6 "Upon discussion most of the design concerns were
 7 over the new build areas, ie the flats , nursery and
 8 boxing club ."
 9 That's what you have told us.
 10 A. Yeah.
 11 Q. Do you remember whether you saw this email at the time,
 12 do you think?
 13 A. I probably did. I recall the discussion with Claire ,
 14 and I recall the discussion about we were comfortable
 15 signing off, and I think it was helpful that Claire put
 16 in place our understanding of what we would be doing, in
 17 that we were signing off the new-build areas, flats ,
 18 nursery and boxing club .
 19 Q. I see.
 20 A. I don't think anyone challenged that.
 21 Q. I see. So do we take it from this that, whatever else
 22 the CDA might have done, their role would always have
 23 been limited to the flats , nursery and boxing club and
 24 not the cladding?
 25 A. No, I think the CDA role was a wider role than that, as

88

1 offered, but contractually we were happy with our point
 2 of responsibility, which was Rydon.
 3 Q. Claire Williams then continues in her email:
 4 "I have spoken to David Gibson and we are going to
 5 see if we can manage this within the TMO, as we are very
 6 familiar with the specifications for social housing."
 7 Do you remember having a conversation like that with
 8 Claire Williams?
 9 A. Yes.
 10 Q. Do you know what social housing specifications
 11 Claire Williams was referring to there?
 12 A. Social housing in terms of flats, how they're laid out
 13 and how they -- it's to do with layouts, kitchens and
 14 bathrooms, relatively simple M&E going into the flats,
 15 et cetera. It might also refer to disabled access, that
 16 type of arrangement.
 17 Q. Was there any link between the exclusion of the cladding
 18 from the role of a design adviser, if taken on at all,
 19 and what she refers to as the specifications for social
 20 housing? Was there any link between the two?
 21 A. No, there was no ... the CDA -- we didn't think there
 22 was a requirement for the CDA role, so we've set that
 23 aside. We have our contractual responsibilities. In
 24 terms of is the design and layout -- are they acceptable
 25 to us as a social landlord, we had a good understanding

89

1 of what was acceptable or not, because many times I'd
 2 made comments before on layouts. But I wouldn't be
 3 making comments on construction details.
 4 Q. Right.
 5 So I think what you're telling me -- and we can take
 6 this up with Claire Williams, I suppose -- is that the
 7 familiarity of the TMO with specifications for social
 8 housing was the reason to manage the whole thing
 9 in-house, as opposed to specifically to the cladding
 10 aspect of the project?
 11 A. I'm confused about what you mean by managing the whole
 12 thing internally.
 13 Q. Well, the reason it's confusing, Mr Gibson, is because
 14 the email itself draws the distinction between the
 15 cladding and M&E elements on the one hand, and design
 16 concerns over the new-build areas, flats, nursery and
 17 boxing club.
 18 A. Yes.
 19 Q. Then she goes on to say that it's going to be managed
 20 in-house because the TMO is familiar with the
 21 specifications for social housing.
 22 I just want to get a feel for whether there was any
 23 link between not having a CDA in respect of the cladding
 24 and the fact that the TMO felt that they could manage
 25 CDA in-house because of familiarity with social housing.

90

1 Were they related at all?
 2 A. I keep trying to -- perhaps I'm expressing myself wrong.
 3 We didn't feel there was a need for a CDA role. As
 4 clients, we had a responsibility to check that we were
 5 happy with the design layouts of the new build units.
 6 Otherwise, contractually, the CDA role doesn't sit
 7 anywhere. We'd chosen this type of contract so that
 8 there was one point of responsibility.
 9 Sorry, perhaps I'm not expressing myself well.
 10 Q. Don't worry, I think we've probably got enough from
 11 that.
 12 A. Yeah.
 13 Q. Do you remember Philip Booth giving his evidence to
 14 the Inquiry on this issue a few days ago? If you want,
 15 I can show you what he said about this, but the gist of
 16 his evidence -- {Day49/179:22} to {Day49/180:24} -- is
 17 that the TMO didn't want to incur the fees for a CDA.
 18 A. No, we didn't think there was a need for the role.
 19 Q. Right, I see.
 20 In answer to the question from Ms Grange, he was
 21 asked:
 22 "Question: Did they expressly say that to you, 'We
 23 don't want to incur the additional fees'?"
 24 "Answer: Well, yes, they were very much about, 'Do
 25 we need this role?' You know, it's 30 grand or whatever

91

1 it was."
 2 The impression given by Mr Booth's evidence was that
 3 the price played a significant or at least a role in
 4 your deciding not to have a CDA. Is that right?
 5 A. No. I did not think there was a requirement for the
 6 role. We were comfortable with what we were expecting
 7 to sign off in terms of design proposals, and that
 8 wasn't signing off the cladding. We wouldn't be doing
 9 that.
 10 Q. Can we then turn to a different topic, which is the
 11 introduction of alternative material for cladding and
 12 value engineering.
 13 A. Yes.
 14 Q. Bearing in mind that you started at the TMO on
 15 25 February 2013 --
 16 A. Yes.
 17 Q. -- I just want to show you a document that very shortly
 18 pre-dates your time there. It's {TMO10049908}. It's
 19 a TMO programme board minute of 17 January 2013. You
 20 can see it there on the screen. You can see that it was
 21 attended by Robert Black, Sacha Jevans and
 22 Anthony Parkes.
 23 Just looking at its first page, is this a document
 24 that you might have seen at the time you joined the TMO?
 25 A. I might have seen it. It depends what's contained

92

1 within it. Then I can -- that's relevant to Grenfell,
 2 and then I can --
 3 Q. Absolutely, let's look at page 3 {TMO10049908/3}, and on
 4 page 3, under section 3, we can see a heading, "Grenfell
 5 and Hidden Homes":
 6 "Paul Dunkerton attended for this item."
 7 Do you see that?
 8 A. Yeah.
 9 Q. It says -- and I don't want to read it all to you, but
 10 I'll just pick out the bits I want to ask you about --
 11 under "Grenfell Tower":
 12 "There was currently a £2m overspend on the project
 13 for the Stage D cost plan. We were working with
 14 Appleyards to get back to the original budget, and costs
 15 for cladding and ventilation for the academy were
 16 currently being reviewed, and the same approach would be
 17 applied for Grenfell Tower. The specification had been
 18 for bespoke cladding, and cheaper options were now being
 19 considered."
 20 Did anyone, whether Peter Maddison or Sacha Jevans,
 21 tell you when you arrived at the TMO that the
 22 Grenfell Tower project was £2 million over budget?
 23 A. What I did learn soon after arrival was that the project
 24 had effectively stopped. There was a gap between
 25 Artelia's cost estimate and what Appleyards -- no, not

93

1 Appleyards -- Leadbitter's prices, but there was
 2 a problem with engaging with Leadbitters, who --
 3 Leadbitters didn't seem engaged in the project, didn't
 4 seem to want the project. Artelia were going to try and
 5 get more information so they could tell us why there
 6 were these -- this £2 million gap, so they could
 7 understand what the differences were.
 8 Q. I think we're getting a bit ahead. My question was
 9 a more precise one: did anyone at the TMO, who was there
 10 already, tell you that there was a £2 million overspend
 11 on the Grenfell Tower project for the stage D cost plan,
 12 as this minute records?
 13 A. Paul would have told me there was a gap, and probably
 14 that was 2 million, I can't remember what the figure
 15 was.
 16 Q. Thank you.
 17 Did anybody tell you that the costs for cladding
 18 were a candidate for cheaper options?
 19 A. One of a number of things that would probably have been
 20 looked at, but at this point, or shortly after this
 21 point, we re-scoped the project, so everything within
 22 the project was under consideration again.
 23 Q. Yes. Okay.
 24 Did anybody tell you specifically, expressly, that
 25 cladding was a candidate for one of the cheaper options

94

1 to get the spend down? Cladding.
 2 A. I don't think at this stage, no.
 3 Q. No.
 4 Now, looking a bit lower down the page, you can see
 5 in the penultimate paragraph on that page, it says that:
 6 "... Paul Dunkerton would keep Executive Team
 7 updated on progress in getting back to the £9.4m
 8 budget."
 9 When you arrived, were you told what the budget was?
 10 A. I would have been told a figure.
 11 Q. Was it £9.4 million?
 12 A. Do you mean construction costs or total scheme costs?
 13 Q. That's my next question: did you understand what the
 14 overall budget was?
 15 A. I think the overall budget was 9.4, 9.7 seems to --
 16 you know, I can't remember exact figures --
 17 Q. No, no --
 18 A. -- it changed, yeah, but that overall total scheme costs
 19 were in that range.
 20 Q. Indeed, and did anybody tell you that, of the overall
 21 costs, something like £8.5 million, 8.415 in fact, was
 22 for construction?
 23 A. Yes.
 24 Q. They did.
 25 Now, is it right that, when you arrived, the TMO

95

1 were considering a re-procurement of the project?
 2 I think you have told us this in your evidence so far,
 3 but can you confirm?
 4 A. We were -- Peter and I were both trying to understand
 5 the scheme, and that was the purpose of the meeting with
 6 Artelia, for them to give us some background as to how
 7 we'd got to this point in the project. At that stage,
 8 we effectively stopped the project and redefined it and
 9 re-scoped it.
 10 Q. Yes.
 11 When you arrived, late February 2013, you were
 12 introduced to the Grenfell Tower project, did anybody
 13 tell you at that point, "We are looking to re-procure",
 14 or did that come later?
 15 A. That came later.
 16 Q. Can I ask you to look at a TMO project review note of
 17 11 January 2013, so again before your arrival,
 18 {TMO00847332}, please. This is a document again,
 19 Mr Gibson, you won't have seen at the time it was
 20 produced because it pre-dates your arrival by about
 21 six weeks.
 22 Is it a document you would have been shown when you
 23 did arrive?
 24 A. It's possible if we go to the --
 25 Q. If we look at page 1, paragraph 3:

96

1 "TMO concerned that Leadbitter suggested in
2 a meeting prior to Christmas break that their estimated
3 budget for the project is 2m higher than Appleyards
4 stage D cost plan."

5 Just looking down at paragraphs 5, 6 and 7, or
6 particularly 6 and 7:

7 "6. If Leadbitter are unable to meet TMO budget,
8 Alun advised that the TMO could re-procure via another
9 frame work such as LHC or through full OJEU process.

10 "7. Re-procurement would have possible 5-6 month
11 delay to project with estimated conclusion by June 2013
12 if a decision was taken by end of January."

13 Now, when you arrived, late February, were you told
14 at that time that there were discussions or
15 considerations within the TMO about re-procurement?

16 A. No.

17 Q. Were you aware that the design team had agreed to defer
18 half their stage D fee to ensure that the total cost for
19 their services fell below the OJEU threshold?

20 A. I was aware that there appeared to be conflicting
21 information. I'm not sure why -- my understanding was
22 that they wanted to novate the cost with -- to novate
23 the consultants to Leadbitter at that time, and I didn't
24 really understand why that was being considered. There
25 was confusion.

97

1 Q. Yes, I can see that.

2 Let's move on to a different document,
3 {ART00001083}, please. Now, this is a chain of emails
4 in late February 2013, or certainly that's where it
5 starts. If we can go to page 8 {ART00001083/8} in this
6 email run -- it's a very long email chain -- it is the
7 second one on the page here I want to show you, which is
8 from Paul Dunkerton to Alun Dawson on 27 February 2013.

9 Now, I think that was a mere two days after you had
10 arrived, but you were in the TMO by then, I think; yes?

11 A. Yeah.

12 Q. You can see that Paul Dunkerton says to Alun Dawson at
13 Artelia:

14 "Alun,

15 "The TMO would like to try and keep the proposed
16 heating system as it offers more benefits in the long
17 run. Also the current design of window offers better
18 prevention for residents throwing items out, especially
19 if the canopy is removed."

20 Then he says this:

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

22 And there is a long list of bullet points there, and
23 you can see that he says in the second bullet point:

24 "Look at alternative material for cladding."

25 Now, do you remember being involved in any

98

1 discussions when you arrived at this point with
2 Paul Dunkerton about value engineering in relation to
3 material for the cladding?

4 A. Not specifically.

5 Q. Second bullet, yes. You don't remember that
6 specifically.

7 Now, he is listing a series of things that are to be
8 considered, and as you can see from the list:

9 "Remove the regeneration works ...

10 "Remove cost for canopy.

11 "Remove link bridge ...

12 "Remove the crown ...

13 "Remove improvement to ..."

14 Et cetera, et cetera. A lot of these things in that
15 list are the removal of works from the project; yes?

16 Did you know that, at that point, Paul Dunkerton was
17 looking to shrink the project in some respects, even if
18 not specifically?

19 A. No, but I think, following this, there was a full review
20 of the project. So whatever was here, we stopped the
21 project and we re-scoped the project.

22 Q. Sorry, I'm going to cut across. We're going to look at
23 this in due course. We're going to take this
24 step-by-step through the history, but I want to know
25 what happened at the beginning.

99

1 Just looking at this email and seeing the sense of
2 what he is proposing, did you understand at the time,
3 even though you may not have seen this email on the day
4 it was sent, that the TMO were looking at reducing the
5 scope of the project?

6 A. I don't think I must have, because when I reviewed the
7 project, I identified issues with the link bridge, so
8 I can't have been told before that there was
9 a suggestion to remove it, that's one thing. I know
10 that there was a -- I think the crown has a reference,
11 and I recall that, but I don't specifically recall --
12 looking at alternative materials would be a normal thing
13 to do.

14 Q. Now, he describes it as value engineering, but actually
15 it's a reduction in the scope of the project. Did you
16 see or would you have seen a difference in those two
17 concepts, value engineering on the one hand and
18 reduction in scope on the other?

19 A. Yes.

20 Q. So at least in respect of the things that he was
21 removing, that wasn't value engineering at all; that was
22 simply cutting things out.

23 A. Yes.

24 Q. Now, can I ask you to look at the email the day before,
25 which is at pages 2 to 3 of this email -- no, let me try

100

1 a different email run: {ART00005911}, please. I think
 2 this is where we see it. Yes, Alun Dawson, 26 February,
 3 to Bruce Sounes. Again, you didn't see this, but at
 4 pages 2 and 3 of this email run, can I just show you
 5 this, this is Alun Dawson asking Studio E for a radical
 6 re-think. 26 February, bottom of page 2 over to page 3
 7 {ART00005911/3}, and, as I say, this is between Artelia
 8 and Studio E. He says:
 9 "Gents
 10 "As you are aware ..."
 11 Can you see, at the top of page 3?
 12 A. Yeah.
 13 Q. "... there is currently a significant deficit between
 14 the approved cost plan/budget and the initial figures
 15 coming back from Leadbitter - not least of which on the
 16 external facade and general fit-out where we are as much
 17 as £483k and £1.24m apart respectively.
 18 "Clearly we have to reconcile but moreover bridge
 19 this gap as a matter of some urgency - your urgent
 20 assistance in this regard would therefore be
 21 appreciated. Can you come back to us with a radical
 22 re-think of the scope/spec (whilst still meeting the
 23 original brief) by early part of next week to deliver it
 24 within budget."
 25 Now, did you know when you arrived that these

101

1 discussions were going on between Artelia and Studio E
 2 about a radical re-think of the scope/spec for the
 3 Grenfell Tower project?
 4 A. No.
 5 Q. You weren't.
 6 If you go over to the first page of this email run
 7 {ART00005911/1} and look at the bottom of that page and
 8 the top of the second page, you can see Bruce Sounes
 9 response. He says:
 10 "Alun,
 11 "It is not really possible to undertake a radical
 12 re-think without sight of the figures, a discussion with
 13 the client, and the involvement with the Services
 14 Engineer who is not copied into your email. Is the M&E
 15 not under review as well?"
 16 Then he goes on at the top of page 2
 17 {ART00005911/2):
 18 "The obvious targets for savings are ..."
 19 Then look at the second bullet point:
 20 "Change Zinc cladding material to something cheaper.
 21 I think Planning will need a sweetener to swallow this,
 22 perhaps copper, ceramic, terracotta or more glass at low
 23 level."
 24 Were you involved in any discussion at this time, on
 25 your arrival or perhaps shortly after --

102

1 A. Can you --
 2 Q. -- about changing the zinc cladding to a cheaper
 3 material?
 4 A. I recall seeing this, but if you can give me the time of
 5 this email again, the date of this email?
 6 Q. The time of this email is 26 February at 11.58 in the
 7 morning.
 8 A. Sorry, I meant the date.
 9 Q. The date, yes. It does go, I should just show you, to
 10 Peter Maddison and Paul Dunkerton, because they're
 11 copied in on it. So you might have seen this, do you
 12 think?
 13 A. This is familiar, but I don't think I would have seen it
 14 at that date.
 15 Q. Do you remember having a discussion with Peter Maddison
 16 or Paul Dunkerton about changing the zinc cladding to
 17 a cheaper material?
 18 A. No.
 19 Q. You don't.
 20 Can I then take you to {TMO10002602}, please. This
 21 is an email from Bruce Sounes on 17 April 2013 to
 22 Peter Maddison, and this time you are copied in. He
 23 says on the second page {TMO10002602/2} of that email,
 24 if I can just show you that, under "Samples":
 25 "Going beyond the meeting I think it is worthwhile

103

1 circulating the samples we have been collecting of
 2 alternative cladding options to zinc."
 3 Then there is an image that's referred to, and then
 4 a long list of coated aluminium ACM products. Do you
 5 see those?
 6 A. Mm-hm.
 7 Q. They're all Duragloss, except the eighth, which is
 8 Rheinzink. There are eight there.
 9 A. Yeah.
 10 Q. Underneath that Marley Equitone cement particle board
 11 and others. You got that at the time.
 12 Do you remember was there any discussion about what
 13 ACM was within the TMO?
 14 A. No.
 15 Q. You got this email at the time. Did you know what
 16 coated aluminium ACM was?
 17 A. No.
 18 Q. Did you ask Bruce Sounes to tell you?
 19 A. I don't think I specifically did.
 20 Q. Were you not interested to know what ACM was, given that
 21 it was being mooted as an alternative cladding option to
 22 zinc?
 23 A. The discussions as I recall were: what does it look
 24 like? And little more than that. What would satisfy
 25 the planners? Because this was all -- what material we

104

1 used was all subject to planning agreement much later
 2 down the line. So these were alternative materials.
 3 There would have been discussions on cost but not on
 4 performance.
 5 Q. As an educated client, and indeed in your case
 6 an architect, were you not interested to understand what
 7 ACM was or what it was made of?
 8 A. My understanding was that it was aluminium sheeting with
 9 some form of insulation within it.
 10 Q. Were you not keen to understand what that, as you call
 11 it, form of insulation was within it?
 12 A. No, because we weren't ... we were not expecting to be
 13 offered materials that would be not compliant, so we
 14 weren't asking questions about compliance. We knew
 15 there was a requirement for us -- for whatever materials
 16 we used and how they were put together to be in
 17 accordance with regulations and legislation. So we
 18 weren't having that type of discussion.
 19 Q. No, I understand the assumption you're working from.
 20 A. Yeah.
 21 Q. I just wanted to know why it was -- well, let me ask it
 22 this way: had you ever come across aluminium composite
 23 material in the course of your professional life before
 24 you received this email?
 25 A. No.

105

1 Q. Therefore I do ask the question: being offered as
 2 an alternative a material that you had never come
 3 across, why were you not curious to understand what it
 4 was made of?
 5 A. I don't know. I mean, we weren't -- because the
 6 discussions were over: what's the choice of materials we
 7 have, how does that affect the cost plan, and is that
 8 acceptable to the planners?
 9 Q. As part of, "What's the choice?", you're being given
 10 a choice between zinc and an ACM product. Given that
 11 you had never come across ACM before, I'm just trying to
 12 understand why you, in particular, given your
 13 qualifications, didn't ask yourself: well, I wonder what
 14 that's made of.
 15 A. My assumption, rightly or wrongly, was there are
 16 a number -- many properties in London with aluminium
 17 cladding, and this was aluminium cladding. I didn't
 18 think anything -- any further than that.
 19 Q. Right.
 20 Was there any discussion between you and anybody,
 21 Studio E or internally within the TMO, of why the ACM
 22 was cheaper than zinc?
 23 A. No.
 24 Q. Did you ask yourself: I wonder whether it's cheaper than
 25 zinc?

106

1 A. I just assumed it's a different manufacturing process,
 2 a different supplier, different methods of manufacture.
 3 It's not the sort of ... no, there was no --
 4 Q. Did you have any understanding at that point about how
 5 much investigation Studio E had done into the
 6 suitability of ACM panels in place of zinc as the
 7 cladding material for the rainscreen at Grenfell?
 8 A. No.
 9 Q. Do I take it from that answer that you never had
 10 a conversation with Studio E about the differences?
 11 A. No.
 12 Q. Why is that?
 13 A. The discussions we were having, as I stated, was: what
 14 does it look like? Is it acceptable to the planners?
 15 What's the cost? It wasn't -- the discussions weren't
 16 any further than that because we weren't expecting to be
 17 offered anything that might not be compliant. That was
 18 not a consideration.
 19 Q. Okay. Let's come back to rainscreen panels later.
 20 Can we move on in the story to March 2013. Please
 21 go to {TMO10038883}. These are the minutes of the TMO
 22 programme board of 25 March 2013, and you are recorded
 23 as -- well, you're not recorded, but I think you were in
 24 attendance with Peter Maddison and Paul Dunkerton, not
 25 on this page but on a different part of it, but for the

107

1 Hidden Homes Grenfell item. If you scroll down a little
 2 bit, you can see under the heading "Grenfell Tower", do
 3 you see:
 4 "Peter Maddison, Paul Dunkerton and David Gibson
 5 attended for this and the Hidden Homes agenda items."
 6 So although you weren't recorded at the top of the
 7 document, you were certainly there; yes?
 8 A. Yes.
 9 Q. We can see there's some background in the second
 10 paragraph, and in the last paragraph at the bottom of
 11 the page it says:
 12 "There has been no clear audit trail to explain how
 13 decisions were made."
 14 Do you see that?
 15 Was that a concern that Peter Maddison had raised
 16 with you before this meeting?
 17 A. We were both picking up the project pretty cold, and it
 18 was difficult to understand how decisions had been made.
 19 No clear audit trail -- yes, I was at the meeting, but
 20 I can't -- is it decisions about materials? Is it
 21 decisions about design? Is it decisions about scope?
 22 I don't know.
 23 Q. No, all I'm asking you is whether what we see recorded
 24 there had been the subject of a prior conversation
 25 between you and Peter Maddison before this meeting?

108

1 A. I can't specifically recall.
 2 Q. But certainly did you share his concern that there had
 3 indeed been no clear audit trail to explain previous
 4 decisions on this project?
 5 A. Yes.
 6 Q. Was Peter Maddison being critical of how Mark Anderson
 7 had run the project up to this point, which had led to
 8 this failure of an audit trail?
 9 A. I think it was a factual position statement, not
 10 necessarily a criticism of anyone.
 11 Q. You say that, Mr Gibson; with respect, that isn't right,
 12 is it? A statement that there has been no clear audit
 13 trail to explain how decisions were made is clearly
 14 a criticism, isn't it?
 15 A. It is.
 16 Q. And is it not a criticism of those who were in charge of
 17 this project up to this point, certainly before
 18 Peter Maddison and you took over?
 19 A. Yes.
 20 Q. And therefore it's a criticism, isn't it, of
 21 Mark Anderson's handling of the project, at least in
 22 that respect?
 23 A. If you follow that logic, yes.
 24 Q. Is there anything wrong with the logic?
 25 A. No, but you're possibly widening it out more than

109

1 I might have.
 2 Q. Let's turn the page, please {TMO10038883/2}, fifth
 3 paragraph down, you see it says there:
 4 "Procurement would be an issue as the project was
 5 recommended to Board on the basis that we were doing it
 6 this way for efficiency savings."
 7 Did you know what the issue was that was being
 8 referred to there?
 9 (Pause)
 10 A. I think the efficiency was you had -- using the KALC
 11 contractors and consultants to take the scheme forward
 12 was to realise efficiencies, and efficiencies in cost to
 13 the scheme because it would be a single contractor.
 14 Q. Is that a polite way of saying that the efficiency
 15 savings were savings that would be made from not having
 16 a re-procurement because you could use the existing
 17 teams on KALC and not have an OJEU limit?
 18 A. Sorry, I'm not understanding --
 19 Q. Let me try it a different way.
 20 Were the efficiency savings from not having
 21 a re-procurement exercise in truth monetary savings by
 22 avoiding OJEU limits by using existing teams appointed
 23 on KALC, and the problem was that a re-procurement would
 24 spoil that exercise and spoil the efficiency savings?
 25 (Pause)

110

1 A. My understanding is we're looking back historically at
 2 this point. Sorry, I'm trying to understand the minute
 3 in context.
 4 Q. Okay. The context is the question of -- let's perhaps
 5 look at the previous paragraph, it might help you:
 6 "The question to be answered is should we be trying
 7 to get the scheme delivered or get back to market and
 8 manage it differently i.e. re-procure or not do it at
 9 all."
 10 A. Yes.
 11 Q. "Procurement would be an issue as the project was
 12 recommended to Board on the basis that we were doing it
 13 this way for efficiency savings."
 14 A. Yes. Yes.
 15 Q. My question is: were the efficiency savings which would
 16 arise from not having a re-procurement exercise be
 17 essentially the savings you would make by avoiding OJEU
 18 limits because you were using the existing teams from
 19 KALC?
 20 A. No, I'm not interpreting that that way. The way I'm
 21 interpreting that is there had been a previous report to
 22 board recommending the way we were doing it was for cost
 23 efficiency savings.
 24 Q. Indeed. Then you tell me, why would procurement be
 25 an issue?

111

1 A. Because I think it's the one -- the paragraph above:
 2 "The question to be answered is should we be trying
 3 to get the scheme delivered or get back to market and
 4 manage it differently i.e. re-procure or not do it at
 5 all."
 6 So we were reviewing the scheme at this time.
 7 Q. Well, I'm suggesting to you that the problem with
 8 re-procurement is that it would cost more, because you
 9 wouldn't have the benefit of using the previous --
 10 A. No, I think at this time the problem with re-procurement
 11 might be the length of time it would take.
 12 Q. Well, that's not the reason given in the minute as the
 13 issue, by which I take it it means problem, is it?
 14 Efficiency savings isn't time; it's money, isn't it? Or
 15 have I got that wrong?
 16 A. No, I think it's a recognition that the board had
 17 previously been advised that the way they were going to
 18 deliver the project and procure it, they were doing it
 19 for efficiency savings.
 20 We were now reviewing that, and recognising that
 21 this is the recommendation that had previously gone to
 22 the board, and we would have to go back and say we were
 23 going to do it another way for potentially efficiency
 24 savings, which -- there's a bit of a conflict there.
 25 Q. I follow.

112

1 If we look at the next paragraph, it says:
 2 "Peter has spoken to Laura Johnson about the present
 3 situation and also mentioned it [to] the Board so
 4 hopefully there will not be a huge issue if we say we
 5 need to start again. Paul is working with the
 6 architects to look at alternative."

7 What discussions did you have with Studio E at this
 8 stage? We can see that Paul is, that's Paul Dunkerton.
 9 Were you working with the architects to look at
 10 alternatives?

11 A. No. At this stage I and Peter together were meeting
 12 with Artelia to understand the project, how we got to
 13 where we were, and what we needed to do to re-engage
 14 with the project.

15 Q. Right.

16 Now, Laura Johnson, just to be clear, is RBKC not
 17 TMO, isn't she?

18 A. Yes.

19 Q. Were you present when Peter Maddison spoke to
 20 Laura Johnson about "the present situation", as this
 21 minute records?

22 A. Was I present?

23 Q. Yes, were you part of --

24 A. Sorry. I wasn't party to the meeting with Peter and
 25 Laura, no.

113

1 Q. Right.

2 Now, we have seen -- and I think you have told us
 3 already -- that Laura Johnson had threatened to remove
 4 Leadbitters from KALC and Grenfell at the start of
 5 January 2013. We saw that from the documents that
 6 pre-date your arrival.

7 Was it your understanding that Laura Johnson of RBKC
 8 would have a say on whether the Grenfell project should
 9 be re-procured?

10 A. No. I think Peter was -- well, no, I don't -- I wasn't
 11 expecting her to have a say. My recollection at this
 12 time was that Peter and I had both reviewed the project,
 13 we had a number of questions about the project and its
 14 scope, and Peter was going to talk to Laura,
 15 Laura Johnson, and that was about the scope of the
 16 project and where we were with the discussions with
 17 Leadbitter, that they didn't seem engaged, no more than
 18 that. So I'm not aware of any ... that Peter would need
 19 direction from Laura Johnson.

20 Q. Why would it be anything to do with RBKC that the scope
 21 of the project was perhaps smaller than it otherwise was
 22 going to be to start with?

23 A. I had raised questions when I looked at it, because
 24 I didn't understand why we were fitting out a nursery
 25 and a boxing club within the base of this tower block.

114

1 There were other options for that space. So I think
 2 I had raised that: why are we doing this? How has that
 3 been signed off? Peter was going to clarify those
 4 issues with Laura Johnson, and I believe he came back
 5 and said Laura has clarified the boxing club and
 6 nursery, they're committed to it, it's a social thing,
 7 it's important to them, so that stopped that discussion.

8 There were certain things that we needed to clarify,
 9 you know, how much she understood of what was in the
 10 project and was she in agreement with that scope, and he
 11 got that response.

12 Q. Why was it necessary to seek her agreement to the new
 13 scope or discussions about scope?

14 A. You were spending RBKC money on something that possibly
 15 didn't have a clear audit trail on decision-making, and
 16 we want to clarify: are you comfortable with this scope,
 17 what's in, what's out? Not the detail of the design,
 18 but in terms of the scope of the project, of the
 19 nursery, of the boxing club, which was a reasonable
 20 amount of money in the scheme.

21 Q. Looking two further paragraphs down the page, it says:
 22 "The recommendation from Peter is for us to
 23 re-procure."

24 You see that?

25 A. Yes.

115

1 Q. Now, at this stage, I think you hadn't received the
 2 breakdown of Leadbitter's proposed costs, had you?

3 A. Yes.

4 Q. What did you understand Peter Maddison was recommending
 5 about re-procurement at this point, given that you
 6 hadn't yet had the Leadbitters revision of their costs?

7 A. I think it's a discussion that Peter and I had had. If
 8 anyone had asked me at this time what my recommendation
 9 would have been, it would have been re-procure. We
 10 didn't feel that Leadbitter were the right -- they
 11 weren't engaged, they had no history of -- we didn't
 12 know of any history and we were asking Artelia,
 13 et cetera, to help us on what work they'd done.

14 But from our point of view we had a complex
 15 high-rise overclad building, complex M&E and residents
 16 in situ. I would not have promoted going to a framework
 17 in order to get a contractor fit to deliver that works.
 18 I would -- my recommendation, and I think we took the
 19 sensible approach, would have been: we look for
 20 a contractor who's experienced in this type of works,
 21 which is ultimately what we did, but we did go on
 22 a journey of understanding where we were with
 23 Leadbitter, we explored other options of -- I think with
 24 the LHC framework, but that put us in the same position
 25 as it would have been with Leadbitter, in that it wasn't

116

1 a procurement exercise carried out specifically for this
2 building and I would have said re-procure.
3 So I don't think ... Peter is making -- looking at
4 what he's got, and I agree, in the situation we were in,
5 we need to understand where we were and we need to
6 understand where we're going. But this is not -- if we
7 had been on it from the start, this is not how we would
8 have chosen to procure the project.

9 Q. I understand. So I think what you're saying is, coming
10 into it fresh, you and Peter Maddison looked at the
11 project and thought it just needs to be re-procured,
12 regardless of the cost question?

13 A. Regardless of the cost question?

14 Q. Regardless of the fact that Leadbitter were £2 million
15 over.

16 A. No, that was a factor, but we had a disengaged
17 contractor so we didn't appear to be going anywhere with
18 Leadbitter, they weren't coming to the table to explain
19 their costs, and we want to re-scope the project anyway.

20 Q. Right.

21 A. But there were benefits in going to the open market.

22 Q. Yes, I see.

23 It then goes on to say in the same paragraph:

24 "We will wait till next weeks deadline for

25 Leadbitters to come back with breakdown and reasons for

117

1 gaps in costs. If the information is not forthcoming or
2 we still cannot reach an agreement then we should
3 proceed by using an existing framework."

4 It looks from that as if -- and this is Peter's --
5 this is the decision, it looks from that as if the
6 decision of the meeting was that even though
7 Peter Maddison wanted to re-procure and you, I think,
8 were in agreement with that, nonetheless you should wait
9 to see what Leadbitter came up with by way of better
10 figures; is that fair?

11 A. I think that's reasonable, yes.

12 MR MILLETT: Yes.

13 Can we then go to -- Mr Chairman, I'm looking at the
14 clock.

15 SIR MARTIN MOORE-BICK: Yes, are you going to a new topic?

16 MR MILLETT: It's a new topic and a new document, and it's
17 going to take more than five minutes to do the document,
18 but I'm anxious to use four minutes where I can, so
19 I think I might start on it.

20 SIR MARTIN MOORE-BICK: Well, you can read the document and
21 then we can rise.

22 MR MILLETT: Let's see how we go.

23 It's an email from Paul Dunkerton to Alun Dawson on
24 27 February, which we looked at before, so it's fairly
25 familiar. This is at {ART00001083}.

118

1 Now, this is the series of emails in late
2 February 2013, Mr Gibson, the first of which is on
3 26 February and we saw that before. This reference is
4 at page 11 {ART00001083/11}, if we can just go down to
5 that. He says there that there is this significant
6 deficit between the approved cost plan/budget and the
7 initial figures, and I showed you that before. This is
8 the radical re-think email, so we're familiar with that.

9 A. Yes, yes.

10 Q. At the bottom of page 8 {ART00001083/8}, if we scroll up
11 to that, we can see that on that page Paul Dunkerton
12 sets out a revision, and we've seen that, and it goes
13 over to page 9 {ART00001083/9}.

14 Now, as I say, this was very early on in your role
15 at the TMO. I think you told us that you may have known
16 about this but had no role in this. Is that right?

17 A. I think that's correct, yes.

18 Q. Moving on then to page 7 {ART00001083/7}, moving up the
19 chain and therefore later in time, we can see
20 Alun Dawson's response on 1 March, bottom of page 7.
21 You are not copied in on this, so that may be a clue to
22 your involvement.

23 If we go to page 8 {ART00001083/8} at the top, we
24 can see that he attaches a draft re-procurement
25 programme. Do you see that? And follows the dates that

119

1 are set out in Paul Dunkerton's email.

2 Then if we look at page 5 {ART00001083/5} in this
3 email run, this is an email sent by Paul Dunkerton on
4 27 March, so later in March, so you've now been at the
5 TMO a month. It says:

6 "David,

7 "Please issue programme at your earliest
8 convenience.

9 "We also would like cost analysis if the TMO
10 re-procured this project. (to include abortive fees, and
11 outstanding fees, additional fees ...)"

12 Do you see that?

13 A. Mm-hm.

14 Q. Is that something that you had an involvement in at this
15 time? Did you discuss a request for a cost analysis if
16 the TMO re-procured?

17 A. I can't recall.

18 Q. Moving up the chain, we get to an email on page 3
19 {ART00001083/3} from Robert Powell, 3 April 2013, this
20 is to Paul Dunkerton, and he says:

21 "Good afternoon, Paul

22 "Conscious that we owe you a short paper on the VE
23 options (shopping list) in relation to Grenfell along
24 with comment on the LHC framework implications, I have
25 spoken with Simon Cash today ..."

120

1 He goes on to say in the last paragraph of that
2 page:
3 "Accordingly, I plan to issue a status report to you
4 next week ..."
5 Do you see that?
6 A. Mm-hm.
7 Q. Then there is a response to that on 10 April at page 2
8 {ART00001083/2} setting out some requirements from
9 Paul Dunkerton. Do you see that? This is to
10 Robert Powell. You are not copied in on this, but again
11 I just want to show it to you. He says:
12 "Good afternoon Robert,
13 "Just to confirm our requirements."
14 Were those requirements that you had discussed with
15 Paul Dunkerton before he sent this email, do you think?
16 Just looking down, he goes on to say:
17 "Appleyards to advise us of the current
18 position/design and the likelihood of delivering the
19 project within the TMO's allowed budget of 8.5m
20 construction cost."
21 A. This seems to me to be familiar. By this stage myself
22 and Peter would have met with Appleyards to understand
23 the current position, and I think Paul has made
24 a reference -- so I would have been involved in the
25 background.

121

1 Q. You were involved by this stage --
2 A. Yes.
3 Q. -- in the background of this?
4 A. Yes.
5 MR MILLETT: Thank you, that's very helpful.
6 Mr Chairman, that is a convenient moment, because
7 I am now going to go, having set that up, to the
8 substantive response document to this, which will come
9 after lunch, I think.
10 SIR MARTIN MOORE-BICK: Yes. All right. Thank you very
11 much.
12 Well, we're going to have a break now, Mr Gibson, so
13 we can all get some lunch. I'll give Mr Millett the
14 benefit of two minutes, so we will come back at
15 2 o'clock, please, and please don't talk to anyone about
16 your evidence while you're out of the room.
17 THE WITNESS: Thank you.
18 SIR MARTIN MOORE-BICK: Thank you very much.
19 (Pause)
20 2 o'clock, please, Mr Millett.
21 MR MILLETT: Yes.
22 SIR MARTIN MOORE-BICK: Thank you.
23 (1.04 pm)
24 (The short adjournment)
25 (2.00 pm)

122

1 SIR MARTIN MOORE-BICK: Right, Mr Gibson, are you ready to
2 carry on?
3 THE WITNESS: Yes.
4 SIR MARTIN MOORE-BICK: Thank you very much.
5 Yes, Mr Millett.
6 MR MILLETT: Thank you, Mr Chairman.
7 Mr Gibson, we were midway through a line of emails
8 in April 2013. I'm going to come back to that in
9 a moment.
10 Before I do, I think I need to clear up a possible
11 confusion that may have crept into the transcript from
12 this morning, if I can.
13 Can I ask you to be shown, please, this morning's
14 transcript at page 56, line 5 {Day53/56:5-9}.
15 A. Yes.
16 Q. I was asking you questions about Artelia as project
17 managers.
18 A. Yes.
19 Q. You say at line 5:
20 "There were a number, but I'm clear in terms of
21 Alun Dawson or Robert Powell, there was a project in
22 itself to look at where we were with Grenfell and plan
23 a way forward, and they were project managing that
24 activity."
25 When you say "project in itself", could you be just

123

1 clearer about what you meant about that?
2 A. There was a project engagement plan that we'd agreed to
3 in terms of stopping the project, reviewing the scope of
4 the project, and looking at our options going forward.
5 Q. I see. So the project of examining the project was
6 something on which you thought Artelia were the project
7 managers?
8 A. Yes.
9 Q. As opposed to project managers of the whole project
10 overall?
11 A. I would say they were -- they weren't appointed as
12 project managers, but no one else was doing the project
13 management, in terms of -- on our side, we were the
14 client, we were dealing with client-side issues. We
15 weren't managing the project. And -- yeah.
16 Q. To cut a long story short, can you do this from your
17 recollection --
18 A. Yeah.
19 Q. -- given that, as you rightly say, Artelia were not
20 appointed as project managers, certainly when we look at
21 the formal documents --
22 A. Yes.
23 Q. -- who did you think was the project manager on the
24 Grenfell Tower project overall?
25 A. I would have said Artelia as our -- within their role,

124

1 were project management. It depends on your definition
 2 of project management. Yes.
 3 Q. That's what I'm asking you.
 4 A. Yeah.
 5 Q. What did you understand to be the role of a project
 6 manager on a project such as Grenfell Tower?
 7 A. Well, they were engaging with the design team and
 8 professional team, and project managing them in their
 9 activities, in terms of once we'd finalised the design
 10 and getting the tender documentation together, they were
 11 project managing that activity. In terms of tender
 12 assessment, they had I think overall responsibility,
 13 they held that, although Jenny Jackson had an overview
 14 of that. So in terms of -- I suppose she was the client
 15 adviser on that role, and in terms of project under
 16 construction, any project management I would have said
 17 was Artelia.
 18 Q. Do you remember that in the July 2014 formal contractual
 19 documentation, Artelia had deleted the role of project
 20 manager?
 21 A. Yes.
 22 Q. What did you understand to be the effect of that
 23 deletion?
 24 A. To me it didn't -- it depends where the crossover
 25 between project management and the other activities lie,

125

1 and, you know, I wouldn't like to define that, but it
 2 shouldn't have had any impact on the project.
 3 Q. If Artelia had deleted the role as project manager
 4 within that contract --
 5 A. Yeah.
 6 Q. -- who did you think was assuming that role?
 7 A. I didn't think there was anyone else assuming the role.
 8 Q. Right. So within the context of the meaning of that
 9 expression in that part of the contract, and I don't
 10 want to spend time going back to it --
 11 A. Yeah.
 12 Q. -- does that mean that your understanding was there was
 13 no project manager for Grenfell Tower?
 14 A. I'm not sure whether I'll have a yes or a no answer to
 15 that. I would have said project management was within
 16 their other responsibilities, but it wasn't a separate
 17 appointment.
 18 Q. I follow. I think I understand what you're saying.
 19 A. Yeah.
 20 Q. Would it be right, then, to summarise your evidence as
 21 saying that your understanding was that although there
 22 was no overall project manager in the sense of the
 23 standard form contract, there were people who were
 24 responsible for their different spheres of activity?
 25 A. Yes.

126

1 Q. And Artelia were responsible for those spheres of
 2 activity to which they had signed up?
 3 A. Yes.
 4 Q. So CDMC, QS and the other roles as well?
 5 A. Yes.
 6 Q. Right.
 7 Can I then go back, please, to the email I wanted to
 8 go to, {ART00001083/1}. This is an email from
 9 Robert Powell of Artelia of 10 April 2013 to
 10 Paul Dunkerton. It's a long email, and I just want to
 11 look at some of the bullet points in it, which set out
 12 his perceptions.
 13 You can look at the first one:
 14 "We have a dis-engaged contractor ..."
 15 I think you already said you agreed with that.
 16 A. Yes.
 17 Q. Then the second one:
 18 "There are similar questions over the design team
 19 whose fee claims raise a number of procedural questions
 20 with regards to proper procurement."
 21 First of all, did you see this email at the time, do
 22 you think, when it was received by Paul Dunkerton?
 23 A. I can't recall.
 24 Q. Okay.
 25 Did you have questions in your mind over the design

127

1 team's fee claims raising a number of procedural
 2 questions with regard to proper procurement?
 3 A. I had question marks -- I had questions over -- there
 4 didn't appear to be a contractual arrangement in place,
 5 and they didn't appear to be paid.
 6 Q. Did you think that the design team had not been properly
 7 procured?
 8 A. I didn't necessarily have a view. I mean, what I had
 9 seen had said they had been properly procured and had
 10 been called off the KALC OJEU procurement.
 11 Q. Sorry, what you have just said, I'm afraid, went down as
 12 an inaudible on the [draft] transcript. You said,
 13 "I didn't necessarily have a view". Could you repeat
 14 what you said after that, please?
 15 A. My understanding was that they had been procured as part
 16 of the KALC OJEU procurement.
 17 Q. Yes. My question was: did you think that the design
 18 team had not been properly procured?
 19 A. I don't think so, no.
 20 Q. Were you aware that there were issues or problems,
 21 questions, in respect of the design team procurement and
 22 whether it was proper?
 23 A. At that time?
 24 Q. At that time.
 25 A. I don't recall.

128

1 Q. Can we look at the third bullet point:
 2 "There are a number of legal and procedural matters
 3 which will require some legal input to resolve regarding
 4 the ability to usurp the incumbent contractor should
 5 that be the desired course of action."
 6 Assuming that the word "usurp" there meant "sack",
 7 was sacking the incumbent contractor, namely Leadbitter,
 8 the TMO's preferred course at that point?
 9 A. Can you remind me of the date?
 10 Q. This is April 2013, so you had been in post about
 11 two months.
 12 A. No, we were going through a process of -- April 2013,
 13 Artelia were providing us with a status report of how
 14 the project had got to where it was and how we moved
 15 forward.
 16 Q. Right. Looking at the fifth bullet point, he says:
 17 "There does seem to be a fundamental disconnect with
 18 the advised construction budget of £8.5 M and the figure
 19 we are estimating. When the disparity between our
 20 figures and those which Leadbitters appear to be
 21 entrenched on is considered it suggests that a
 22 fundamental re-think is required."
 23 Was this issue, the fundamental disconnect spoken of
 24 by Mr Powell, brought to your attention at the time, do
 25 you think?

129

1 (Pause)
 2 A. It depends what he means by "fundamental disconnect".
 3 They could not ... they didn't have enough information
 4 to compare Artelia's costs with the Leadbitter costs and
 5 they needed to delve into the detail of that.
 6 Q. Cutting to the point, do you recall that there was
 7 a problem because Leadbitter's figures, however they
 8 were arrived at, were way off the TMO's budget?
 9 A. Yes.
 10 Q. Right.
 11 You then went to a meeting on 11 April 2013. Can
 12 I please take you to that, {TMO10002688}. This is a TMO
 13 capital investment meeting on that date and Grenfell is
 14 on page 2 {TMO10002688/2}. We can see that on page 1
 15 you were present. Do you see that?
 16 A. Yeah.
 17 Q. And on page 2 I want to go to item 3.5 where the
 18 following is minuted. "Grenfell Tower" is the heading:
 19 "Following several meetings with Leadbitter,
 20 adjustments have been made to their quantities and rates
 21 matching current market rates as allowed in Appleyards'
 22 cost plan ..."
 23 Do you see that?
 24 A. Yes.
 25 Q. Then it goes on at the bottom of the page:

130

1 "Appleyards have advised the TMO it would be
 2 beneficial to Value Engineer [with capital letters] the
 3 scheme to bring within 8.5m construction budget."
 4 Do you see that?
 5 A. Yeah.
 6 Q. Does that tell us that the construction budget at that
 7 time was £8.5 million?
 8 A. Yes.
 9 Q. Was that the figure at the time that you already knew
 10 was the construction budget, or was that figure for the
 11 construction budget something that was only discussed
 12 for the first time at that meeting, do you remember?
 13 A. This was --
 14 Q. This is --
 15 A. This was Paul reporting back to my other team members of
 16 the status of where we were on Grenfell Tower. It
 17 wasn't a discussion about Grenfell Tower. It was just
 18 giving an update.
 19 Q. Can we take it, then, that from this point onwards at
 20 the very least, 8.5 million, and actually I think more
 21 accurately it's 8.415 million, was the construction
 22 budget, in other words the budget without fees?
 23 A. Yes.
 24 Q. Right.
 25 Now, I want to ask you some questions about the

131

1 process of the advice given by Artelia in the spring and
 2 summer of 2013, but I would like to do this quite
 3 quickly.
 4 A. Yeah.
 5 Q. We have already heard Simon Cash's evidence and
 6 Phil Booth's evidence about it from Artelia.
 7 Do you remember that there was a status report
 8 originally by Artelia on 23 April 2013?
 9 A. Yes.
 10 Q. Do you remember that their basic recommendation was to
 11 stick with Leadbitters; yes?
 12 A. Initially, yes.
 13 Q. Initially.
 14 A. Yes.
 15 Q. We don't need to go to the document, but I just want to
 16 get your basic recollection.
 17 Do you also remember that they expressed the opinion
 18 that unless the project in its current guise is stopped
 19 and a fundamental review embarked on to revise its scope
 20 and programme and cost, it would fail? Do you remember
 21 that?
 22 A. Yes.
 23 Q. Did you agree with that advice?
 24 A. Yes.
 25 Q. You did.

132

1 Can I ask you then to go to a meeting that took
2 place the following month, 21 May 2013, this is at
3 {ART00008858}. This is an email where reference to that
4 meeting is referred to.

5 If you look at this email at the top of the page,
6 this is 21 May 2013 from Robert Powell to Phil Booth,
7 copied to Simon Cash, so it's internal to Artelia.

8 A. Yeah.

9 Q. The subject is "British Gas funding for energy
10 efficiency to Grenfell Tower", and it says:

11 "Philip

12 "Interesting meeting this am!

13 "Basically - Peter Maddison has been over-ruled by
14 Laura Johnson"

15 First of all, do you remember whether you were at
16 the meeting to which Rob Powell is referring there?

17 A. I was not.

18 Q. Do you remember anything about Laura Johnson overruling
19 Peter Maddison on anything at this time?

20 A. No.

21 Q. So you can't help me with that, it sounds like?

22 A. The only thing I can help you with is there were
23 a number of queries, I think we spoke about this
24 morning.

25 Q. Right.

133

1 Going on then to the fourth paragraph of the email,
2 it says:

3 "Also PM [Peter Maddison] not keen on progressing
4 with Leadbitter

5 "Our report kicking this all off was based upon the
6 objective of preserving programme - This now not so
7 important. Value for money is

8 "Accordingly we are likely to reprocure scheme via
9 OJEU!"

10 Was it your understanding at this time -- late-ish
11 May 2013 -- that now Peter Maddison was not keen on
12 progressing with Leadbitter?

13 A. In terms of the engagement of Leadbitter, I was in
14 agreement, he wasn't keen. In terms of their --

15 Q. When you say you were in agreement, he wasn't keen --

16 A. Yeah.

17 Q. -- do you mean you weren't keen and he wasn't keen?

18 A. That's correct.

19 Q. I follow. And you knew he wasn't keen?

20 A. I think we both agreed --

21 Q. Yeah, okay.

22 A. -- we were not keen.

23 Q. Did you understand that value for money was to take
24 precedence over preserving the programme, as is said
25 here? Was that your view at the time?

134

1 A. My view was that there had been slippages to programme,
2 that had been removed as an obstacle, and we were now
3 looking at getting the best value for money in terms of
4 how procure the project, as opposed to value for money
5 engineering.

6 Q. Okay.

7 In short, when it says preserving programme not so
8 important, value for money is, was that your view?

9 A. Yes.

10 Q. Right.

11 If we then track the history, there was then, do you
12 remember, an addendum to the status report of 24 May
13 2013; do you remember that?

14 A. Yes.

15 Q. Do you remember having a discussion about it? I can
16 show it to you if you like, but I just want to take this
17 quickly.

18 A. I think the addendum -- I think there were probably two
19 addendums. I think we had got to the end of the
20 process, and we had asked, once we got to the end of
21 this process, for Artelia to provide us with
22 a procurement recommendation. What we -- what I wasn't
23 expecting was to see the status report updated with
24 an addendum with that recommendation because I thought
25 it lost its purpose, it was hidden in the detail.

135

1 Probably all the information was there, but there was
2 too much other information. What I expected to see was
3 a standalone procurement recommendation with the
4 benefits of whatever route was recommended, the risks
5 associated with that route, and then a narrative on how
6 we got to that recommendation.

7 Q. At that point, did the TMO want Artelia to recommend
8 re-procurement, so late May?

9 A. Did we want them to recommend it? I think that was
10 the -- once we'd removed the time element, it seemed the
11 sensible way to go. So did we want them to? I think
12 when we asked them to do the procurement report,
13 I thought there was general consensus amongst all those
14 in the discussions that we would be re-procuring.

15 Q. My point is: did you want Artelia to write a report or
16 piece of paper that recommended re-procurement?

17 A. Yes.

18 Q. You did.

19 Can I take you to {ART00006418}, please. This is an
20 email of 22 May 2013. You're not copied in. It's from
21 Robert Powell to Simon Cash. It's talking about the
22 drafting of the addendum, which it attaches, and in the
23 second paragraph you see that Rob Powell says to
24 Simon Cash:

25 "Fundamentally this [and that's a reference to the

136

1 draft addendum] is a bit of political lubrication to
 2 give the TMO justification to go against the
 3 recommendation in our original report which suggested
 4 they keep Leadbitter involved with the project.”
 5 Did you say anything to Rob Powell which might lead
 6 him to think that the addendum you were wanting was
 7 a bit of “political lubrication”, as he put it?
 8 A. No.
 9 Q. Did you say anything to him at all about any need beyond
 10 the immediate need to have some advice for this report?
 11 A. We'd gotten to the end of a process. We had looked
 12 at -- we had re-examined the options of going with
 13 Leadbitter, we had looked at other --
 14 Q. Sorry, I'm going to cut you off. Did you have
 15 a conversation with Rob Powell at Artelia at all about
 16 this addendum?
 17 A. No, I wasn't expecting an addendum.
 18 Q. I see.
 19 In general terms, you can see that Rob Powell is of
 20 the view that the TMO needed justification to go against
 21 the recommendation in the original report. Did the TMO
 22 need justification in that sense?
 23 A. I would think we would have wanted an audit trail of how
 24 we move from one recommendation to another.
 25 Q. Right. So this was about papering the change in the

137

1 decision-making?
 2 A. Yeah.
 3 Q. I follow.
 4 I think we can go straight to {TMO10048490}, please.
 5 This is an email from you to Claire Williams,
 6 17 September 2013, and you can see that it attaches the
 7 June 2013 updated status report, which I haven't shown
 8 you. I mean, if you want to see it, I can show it to
 9 you. You say:
 10 “Claire re VFM through procurement. This is all
 11 I have seen from Appleyards, and we had to twist their
 12 arms quite hard for them to write it.”
 13 These are your words here.
 14 Do you agree that the TMO did twist Artelia's arm
 15 quite hard to get them to change their initial advice
 16 and write the June updated status report?
 17 A. If I can refer back to my previous discussion, I was
 18 expecting a procurement recommendation that, by
 19 consensus, we'd got to a different point, and what
 20 I wasn't expecting was an addendum to the status report
 21 in April, because I just wanted something quite clear
 22 that said, “We are now in this position, this is where
 23 we were”, and was a different recommendation.
 24 Q. Yes. My question again.
 25 A. Yeah.

138

1 Q. These are your words.
 2 A. Yeah.
 3 Q. Simon Cash agreed that this was a fair description of
 4 the position. Do you agree that the TMO, to use your
 5 words, twisted Artelia's arm quite hard to get them to
 6 write the June report?
 7 A. My words have been taken out of context. There's
 8 a certain amount of sarcasm within it, meaning it wasn't
 9 the report I was expecting and we had to go back to them
 10 to make the recommendations clearer. There was a lot of
 11 historic stuff hidden within the recommendations which
 12 I didn't think was -- we had been at a point, we had
 13 moved on, and I just wanted something clear at this
 14 point that dealt with that journey and was now giving
 15 a strong recommendation.
 16 So in terms of what I'd expected, it wasn't what
 17 I expected, and we had to go back to them, and I thought
 18 they would still -- it still lacked the clarity that
 19 we -- I would have liked at that time.
 20 Q. Well, it's not about lacking clarity and asking for
 21 further clarity. You're saying here that you had to
 22 twist Artelia's arms quite hard for them to write the
 23 report. Now, all I'm getting you to do is to accept
 24 that that is what happened. That's a fair description
 25 of the TMO's --

139

1 A. It was my way of saying it was not the report I was
 2 expecting, and we had to go back to them and get them to
 3 just make it more positive, because there's a lot of
 4 historic stuff attached to the report that was no longer
 5 valid.
 6 Q. I understand that.
 7 A. Yeah.
 8 Q. I understand that. I'm just seeking to see whether you
 9 agree or disagree with the proposition that I put to
 10 Simon Cash and he accepted that Artelia were
 11 strong-armed into writing what they wrote in their June
 12 update?
 13 A. No, I don't agree.
 14 Q. You don't accept that?
 15 A. No.
 16 Q. So when you say, “we had to twist their arms quite hard
 17 for them to write it” in your contemporaneous email at
 18 the time, are you saying that's not what happened?
 19 A. I'm saying that was my way of saying we weren't very
 20 happy with the first updated one, we went back to
 21 them -- I think Peter went back, I don't recall if
 22 I did, but Peter and I spoke about it, and we still
 23 didn't get a standalone report.
 24 Q. You see, most people looking at the documents and
 25 listening to Simon Cash's evidence might think that,

140

1 looking at it all in the round, Artelia had given you
2 advice that you didn't like and you had to pressurise
3 them into giving you advice that you did.

4 A. I don't agree.

5 Q. Right.

6 Can I then turn to another topic altogether, which
7 is Exova. This takes us on in time, I think, probably
8 to the November of 2013.

9 I can start, I think, with your first witness
10 statement at paragraph 68, please, on page 13
11 {TMO00000887/13}. You say there, at paragraph 68:

12 "Exova Warrington Fire are fire engineers. Their
13 appointment and role in relation to the project is not
14 clear. As far as I knew Exova were Fire Strategy
15 advisers to Studio E but they may also have provided
16 advice to Rydon. I do not know. I do not recall seeing
17 any reports from Exova."

18 "Any".

19 When did you first become aware of Exova's
20 involvement in the project, Mr Gibson?

21 A. It would have been at the time that we had stopped the
22 project and were getting some background with the
23 professional team. Individual designers talked about
24 how they'd got to where they were. I think there was
25 some reference to a fire strategy that Studio E had

141

1 requested in order to enable them to complete their
2 stage C or stage D report, in terms of there was advice
3 that they needed. I'm aware that -- I think -- I was
4 aware that we had appointed them directly, but Studio E
5 had made the request for that specialist advice.

6 Q. Let me try it again. I will give you a few dates, to
7 see if this helps.

8 You joined the TMO in the February of 2013.

9 A. Yeah.

10 Q. At that point, there are three documents that have been
11 produced by Exova; right?

12 A. Yes.

13 Q. There is an existing fire safety strategy called draft
14 which was dated 16 August 2012; there is a design note
15 dated 12 September 2012; and there is a report, issue 1
16 of an outline fire safety strategy for Grenfell Tower,
17 relating to the refurbishment, dated 31 October 2012.

18 A. Yes.

19 Q. So those are three documents.

20 A. Yes.

21 Q. There is no document that is then produced until
22 24 October 2013.

23 So when you arrive at the project, there are these
24 three Exova reports already in existence.

25 A. Yeah.

142

1 Q. When did you first think you saw any of those 2012
2 documents?

3 A. I don't think I did ever see --

4 Q. Ever?

5 A. Ever.

6 Q. Right. So when do you think you first saw either the
7 24 October 2013 outline fire safety strategy, issue 2,
8 or the third issue of that, 7 November 2013?

9 A. I don't think I did.

10 Q. You say you never saw any of those?

11 A. I don't recall.

12 Q. I see.

13 Now, you didn't see the reports. So coming back to
14 my question: did you ever become aware that Exova had
15 been involved either in assessing the building in its
16 existing state or in assessing the project to produce
17 an outline fire safety strategy?

18 A. I think I was aware, when we were recapping on how --
19 with the professional team on how we'd got to where we
20 were, and there's probably a reference to
21 a fire strategy report, but I never saw the report and
22 I didn't seek to look at the detail of the report.

23 Q. Okay.

24 Now, the recapping exercise with the professional
25 team --

143

1 A. Yes.

2 Q. -- when was that, 2013 or 2014?

3 A. No, 2014, when we'd stopped the project and we
4 re-engaged the professional team and designers, and we
5 went through a process of understanding where they'd got
6 to and in terms of their design.

7 Q. Was that after the tender to Rydon?

8 A. No.

9 Q. I see, so before the tender exercise?

10 A. Yes.

11 Q. So that would have been before November 2013?

12 A. Yes.

13 Q. So sometime between your arrival in February 2013 and
14 November 2013?

15 A. I would say it was probably between June till August,
16 that sort of time, yes.

17 Q. Right. And who told you that Exova had been involved?

18 A. I believe I recall a conversation with Paul Dunkerton,
19 because I didn't recognise the name Exova, but that they
20 had -- that he had engaged on Studio E's behalf and
21 appointed someone to do a fire strategy report.

22 Q. That he had engaged on Studio E's behalf someone to do
23 a fire strategy report?

24 A. Yes.

25 Q. So did he tell you, did he give you the impression, that

144

1 he, acting for the TMO, had engaged Exova for Studio E?
 2 A. Yes.
 3 Q. Really? Okay. Right.
 4 What was your understanding, either then or later,
 5 about for whom Exova was acting? Who was their client?
 6 A. The appointment -- my understanding was the appointment
 7 was in our name, but they were working to Studio E.
 8 Q. That was your understanding. Did you ever investigate?
 9 A. No, because at that time there had been conversations in
 10 terms of what had been happening before I arrived, in
 11 terms of some of the other designers working to
 12 Studio E, and this was just another example of that.
 13 Q. Okay.
 14 Let's look and see if you ever saw a particular
 15 document, which is the third issue, issue 3 of the
 16 outline fire safety strategy of 7 November 2013.
 17 {EX000001106}.
 18 Now, looking at its first page, it says a report to
 19 Studio E, 7 November 2013, issue 3.
 20 Just looking at its first page, do I take it that
 21 this is a document, I think you have told us, you had
 22 never seen at the time?
 23 A. That's correct.
 24 Q. Right.
 25 Whose job in the TMO would it have been to read this

145

1 document, do you think?
 2 A. My understanding at the time was that it wasn't for the
 3 TMO, it was to assist Studio E, but if it needed to go
 4 to anyone in the TMO, it would go to the health and
 5 safety team.
 6 Q. I see. Just to be clear, the health and safety was run
 7 by Janice Wray?
 8 A. That's correct.
 9 Q. Was there any discussion or communications of any kind
 10 between Janice Wray's health and safety team and the
 11 Grenfell Tower project team, which you were overseeing?
 12 A. There were discussions on site with Janice Wray and
 13 Carl Stokes and Claire, I believe, at some stage looking
 14 at various issues. But I don't think it related to
 15 the -- my understanding was it related to Carl Stokes
 16 having done a fire risk assessment on Grenfell Tower.
 17 Q. Okay.
 18 Let's look at the first page of this document, and
 19 I hear your answer that you thought this was done for
 20 Studio E.
 21 A. Yes.
 22 Q. Indeed, looking at the first page, one might be forgiven
 23 for thinking that.
 24 Can we go to the second and third page of this,
 25 please. That's the second page {EX000001106/2}, which

146

1 shows you the revision history. The third page
 2 {EX000001106/3}, which is the contents, you can see the
 3 contents there, and looking at the proposed outline fire
 4 safety strategy, it deals with compliances. Then on the
 5 next page, page 4 {EX000001106/4}, it deals with the
 6 introduction, it has the introduction on it:
 7 "The proposed development is the refurbishment of
 8 Grenfell Tower, a 24 storey residential block ..."
 9 Et cetera.
 10 The report, it says after the bullet points:
 11 "... details the applicable statutory controls in
 12 respect of fire safety and contains an outline fire
 13 safety strategy for compliance with these statutory
 14 controls."
 15 Now, leaving aside whether or not this document was
 16 complete for the moment, is this not a document that
 17 you, as the client, would have expected to see?
 18 A. My understanding at the time was we needed fire risk
 19 assessments on our properties, and I had had
 20 an induction meeting with Janice Wray, who discussed how
 21 she managed the fire risk assessment process, who she
 22 used, and what impact that might have on me. I was
 23 never briefed on any need for a fire strategy, because
 24 my understanding was all we needed was a fire risk
 25 assessment.

147

1 Q. I see. So does that tell us that you, even though you
 2 are or were a qualified architect, as you have explained
 3 to us, overseeing this team, did not think that you
 4 needed a fire engineer's report or a fire safety
 5 strategy for the refurbishment?
 6 A. That's correct. My understanding was, from schemes I'd
 7 worked on, we needed a fire risk assessment before we
 8 could move tenants in at the end of the construction
 9 process, because it dealt with the impact for tenants
 10 and how that was managed. So I have never had or never
 11 been recommended the need for a fire strategy report,
 12 but I can understand it might be needed and considered
 13 by the designers in designing a building.
 14 Q. In general terms, did it not occur you to think, "We,
 15 the TMO, need the benefit of a professional fire safety
 16 strategy for the refurbishment"?
 17 A. I didn't think, because there already had been
 18 a fire strategy report prepared for Studio E's benefit.
 19 So, no, I didn't think that we needed it, because I felt
 20 the purpose of the report was to assist Studio E.
 21 Q. You say, "I felt the purpose of the report was to assist
 22 Studio E", but if you didn't see the report at the time,
 23 can you explain how you would have had any view about
 24 its purpose?
 25 A. Because Paul had referenced to me that he had engaged

148

1 someone -- and I can't remember if it was Exova, the
 2 name didn't mean anything to me -- for Studio E.
 3 Q. Did it not occur to you to ask him why TMO had gone to
 4 the trouble of engaging a fire engineer for Studio E as
 5 opposed to leaving it to Studio E to engage a fire
 6 engineer for themselves?
 7 A. No, there were lots of irregularities in making
 8 appointments at that stage, so it was just another one.
 9 Q. Right. When you came --
 10 A. It wouldn't be abnormal.
 11 Q. When you came into the project, did you not undertake
 12 an exercise to find out who for the Grenfell Tower
 13 project had actually been engaged by TMO?
 14 A. We did it at a later stage, yes.
 15 Q. Why didn't you do it when you first came in as one of
 16 your first priorities?
 17 A. Grenfell, when I first came in, was part of my
 18 portfolio. I was new to the organisation. I had to
 19 understand what all my other project managers were doing
 20 and getting status reports on them. So it wasn't the
 21 only thing I was engaged on.
 22 Q. No, I understand that.
 23 A. Yes.
 24 Q. I just want to know, why didn't you ask someone to tell
 25 you: who is it who are our contractors at the moment on

149

1 the Grenfell Tower project?
 2 A. I knew who our designers were; I didn't feel the need --
 3 I was meeting with the design and professional team.
 4 Q. Did nobody tell you, even if you didn't ask, that TMO
 5 had already engaged Exova to produce an existing fire
 6 safety strategy and a design note? Did nobody tell you
 7 that?
 8 A. I'd been told that a fire strategy report had been
 9 carried out. I didn't know whether it was related to
 10 an existing building fire strategy or not, because
 11 I hadn't seen the report.
 12 Q. Did anybody tell you that the TMO were paying Exova's
 13 fees in relation to the outline fire safety strategy for
 14 the refurbishment?
 15 A. Paul had told me he had appointed them for Studio E.
 16 Q. Maybe for Studio E's benefit.
 17 A. Yes.
 18 Q. But did he tell you who Exova's client was?
 19 A. In terms of appointment, we would be the client, but the
 20 report was -- they were to work with Studio E.
 21 Q. I understand that.
 22 A. Yeah.
 23 Q. I think we're getting somewhere to understand that you
 24 understood that, even if the appointment was for
 25 Studio E's benefit --

150

1 A. Yes.
 2 Q. -- TMO were still the paying client.
 3 A. Yes.
 4 Q. Therefore, as the paying client of Exova, my question
 5 is: why didn't you then ask to see what you were paying
 6 for, namely Exova's work product?
 7 A. Because it had already been produced, I believe, the
 8 year before I arrived.
 9 Q. Not all of it, you see. The one we're looking at at the
 10 moment was not produced the year before you arrived, it
 11 was produced during your tenure as someone in charge of
 12 this project, and I just want to know why it is that,
 13 given that you knew, as you had been told, I think, that
 14 the TMO was paying Exova for its services, even though
 15 they were to be for the benefit of Studio E, you didn't
 16 want to see the reports as they came? Can you explain
 17 that?
 18 A. When you say I was in charge of the project, I was the
 19 client on the project.
 20 Q. Yes, all right, in charge of the client on the project,
 21 then.
 22 A. So engaging with the professional team. I'm just
 23 interested in the professional team and what they're
 24 telling me. If someone had said, "You need" -- if
 25 someone had -- we didn't have any -- there was no

151

1 detailed discussion about the fire strategy report.
 2 I didn't know that it was for the existing building. It
 3 was probably, I understood, a baseline report on which
 4 they would build in terms of when they were progressing
 5 their design: "This is what we've got and this is the
 6 impact of the changes that you're proposing to do to the
 7 building".
 8 Q. Can we go to page 9 in this document {EX000001106/9},
 9 please. We can see here at the top of the page it says,
 10 3.1.4, "Compliance with B4 (external fire spread)":
 11 "It is considered that the proposed changes will
 12 have no adverse effect on the building in relation to
 13 external fire spread but this will be confirmed by an
 14 analysis in a future issue of this report."
 15 At the time, did you know that Exova had given
 16 advice as we see there?
 17 A. No.
 18 Q. At the time did you know, even if you didn't see it in
 19 those terms, that Exova had said that they would need to
 20 confirm by an analysis in a future report whether or not
 21 the proposed changes did have an adverse effect on the
 22 exterior of the building?
 23 A. Sorry, can you say that again?
 24 Q. Did you know --
 25 A. I just want to be clear.

152

1 Q. Let me try it more simply.
 2 Did you know that Exova had advised that they would
 3 need to produce another report to confirm their view
 4 that the --
 5 A. No, I did not.
 6 Q. You didn't.
 7 Can we then go to {ART00002256}, please. These are
 8 the minutes of the contractors' induction meeting of
 9 1 April 2014.
 10 Now, you can see that you were at that meeting --
 11 A. Yes.
 12 Q. -- along with Claire Williams and Peter Maddison; do you
 13 see that?
 14 A. Yes.
 15 Q. Again, do I take it that you would have seen these
 16 minutes --
 17 A. Yes.
 18 Q. -- afterwards?
 19 If we go to page 4 {ART00002256/4}, please, we can
 20 look at the middle of the page, 5.3, under the heading
 21 "Novation of Designers":
 22 "Exova completed the fire strategy at tender stage.
 23 They have not been novated, but SL will contact them
 24 with the view of using them going forward."
 25 Do you see that?

153

1 A. Yep.
 2 Q. Do you remember a discussion at that meeting about that?
 3 A. No, but I recognise the minutes.
 4 Q. You recognise the minutes, you don't remember
 5 a discussion at the meeting.
 6 Do you recognise or remember seeing the minutes --
 7 A. Yes.
 8 Q. -- after the meeting? Do you remember noticing that
 9 point there?
 10 A. Yes, I've said I recognise them.
 11 Q. What did you understand the note meant by "completed the
 12 fire strategy"? What fire strategy did you think it
 13 meant?
 14 A. The fire strategy was completed to assist Studio E in
 15 their design proposals. As part of the contractor's
 16 responsibility they were taking on in developing those
 17 designs, having now entered into a contract with us, it
 18 was up to them to decide what other consultants and
 19 advice they needed to complete that design. So it
 20 was --
 21 Q. So what fire strategy did you think this was a reference
 22 to? Is there a document, a presentation? What did you
 23 think this referred to?
 24 A. The fire strategy report that we had just discussed.
 25 Q. I see. So is this right: you thought that was

154

1 a reference to the 7 November issue 3 outline fire
 2 safety strategy? Is that what you're saying, or is it
 3 a different document?
 4 A. I don't think I was thinking which one. I knew that
 5 a fire strategy report had been carried out as part of
 6 the design process to assist Studio E.
 7 Q. But you hadn't seen it, I think?
 8 A. I hadn't seen it.
 9 Q. I see.
 10 What led you to think that it had been completed?
 11 It says, "Exova completed the fire strategy at the
 12 tender stage". What led you to think that it had been
 13 completed?
 14 Sorry, perhaps I should ask it slightly differently :
 15 did anybody say at the meeting that Exova had completed
 16 the fire strategy to which it is referring?
 17 A. I don't recall.
 18 Q. Right.
 19 You knew, I think, at this stage, that the choice of
 20 cladding hadn't been decided, had it? This is now
 21 April 2014. There is a long story behind that, and
 22 I could take a long time taking you through it, but in
 23 short, that's correct, isn't it?
 24 A. Yes.
 25 Q. Given that the choice of cladding hadn't been decided at

155

1 this point, do you accept that any "completed"
 2 fire strategy would have to be revised or revisited, at
 3 least, to take into account the cladding that was
 4 ultimately chosen?
 5 A. No, I didn't think, because I thought the fire strategy
 6 report probably related to the changes we were making
 7 within the building internally and means of escape,
 8 et cetera.
 9 Q. You thought the fire strategy report probably related to
 10 that?
 11 A. Yeah.
 12 Q. Does that tell us that you didn't actually know?
 13 A. Yes, because my understanding was that what we needed
 14 was a fire risk assessment. I'm assuming that -- my
 15 assumption was the fire strategy report would probably
 16 look at the impact that the changes we were making
 17 internally and whether that had any effect on the
 18 management of the building.
 19 Q. Why did you make an assumption or, to use your words,
 20 probably, speculate, rather than just saying, "Well, can
 21 I please see a copy of this report, I want to see it"?
 22 A. I wouldn't normally. It's a level of detail that
 23 I didn't consider getting involved with.
 24 Q. You say it's a level of detail.
 25 A. Yeah.

156

1 Q. But at this stage, you're told there is a fire strategy,
 2 you don't see it, you're told it's completed, and yet
 3 you know that the cladding hasn't been chosen. I just
 4 want to know why it is that you thought it had been
 5 completed, given the cladding hadn't been chosen.
 6 A. Well, I didn't link the cladding to the fire strategy
 7 report.
 8 Q. Right.
 9 Did you discuss this so-called completed
 10 fire strategy with Claire Williams or Peter Maddison at
 11 any stage around the time of this meeting?
 12 A. No.
 13 Q. Rolling forward to September 2014, when we know that
 14 planning material consent was discharged in relation to
 15 the final cladding as chosen, the smoke silver
 16 Duragloss, did it occur to you at that stage to go back
 17 to Studio E or to Exova, or to ask Studio E to go back
 18 to Exova, and get an up-to-date fire strategy to take
 19 account of the cladding now that it had been finally
 20 chosen?
 21 A. I didn't link the two things. We were choosing the ...
 22 we were -- the discussions on the cladding had related
 23 to how it looked and cost, but not in terms of
 24 compliance or performance, because that wasn't something
 25 that was negotiable.

157

1 Q. Going back to --
 2 A. So we didn't have those discussions.
 3 Q. Sorry.
 4 A. Yeah.
 5 Q. I see. So the answer is you simply didn't connect the
 6 two?
 7 A. No.
 8 Q. On the page in front of us, item 5.3 -- and I read this
 9 to you a moment ago -- it says Exova have not been
 10 novated.
 11 Pausing there, did that mean anything to you when
 12 you read those words, seeing this minute?
 13 A. I was at the meeting.
 14 Q. Yes.
 15 A. It was under the item of "Novation of Designers".
 16 Q. Yes.
 17 A. And it was just a factual -- it was confirmed that
 18 Studio E and Curtins would be novated, et cetera. It
 19 was just -- this is for information, that the -- Artelia
 20 were passing over to or noting in the meeting for --
 21 confirming the status of those appointments.
 22 Q. You see, on the face of it, you are told Exova has
 23 completed this fire safety strategy --
 24 A. Yeah.
 25 Q. -- and they haven't been novated. Did that not tell you

158

1 that, when they completed their fire strategy, they did
 2 so on behalf of the TMO?
 3 A. One, I didn't know they had to complete the strategy
 4 necessarily. My -- responsibility for the design and
 5 progression of the design was with the contractor. We
 6 were not novating Exova, and it was up to the contractor
 7 to decide how he wanted to progress the design.
 8 Q. No, you're missing my point. Let me try it again.
 9 We see the first sentence, we have been through
 10 that.
 11 A. Yeah.
 12 Q. Then we see the second part, the second sentence, first
 13 part, "They have not been novated".
 14 A. Yeah.
 15 Q. When you saw the words, "They have not been novated",
 16 did that not tell you that Exova, up to that point, had
 17 been and remained professional consultants directly to
 18 the TMO?
 19 A. It tells me that they had prepared a report. The report
 20 was with the designers for their use in progressing the
 21 design, and we -- they were not being novated, they were
 22 not a designer who has been novated. It was telling --
 23 well, it wasn't so much telling me, it was telling the
 24 contractor: you are responsible for whatever needs to be
 25 done to ensure compliance.

159

1 Q. Forgive me, Mr Gibson, I'm going to have one more go,
 2 and maybe I can't get anywhere with this.
 3 Just on the face of it, reading this document, it
 4 says they, Exova, had not been novated; did that not
 5 tell you that, up to that point, they were in direct
 6 contract with the TMO and the TMO were Exova's client?
 7 A. It told me they had -- my understanding was they had
 8 carried out -- they had been asked to carry out a piece
 9 of work, they carried out a piece of work, that had been
 10 used in the design, so I didn't have to think of the
 11 contractual arrangements any further.
 12 Q. Looking at the rest of the sentence:
 13 "... SL will contact them with the view of using
 14 them going forward."
 15 A. Yeah.
 16 Q. Now, were you aware at this meeting of the continuing
 17 need for fire strategy advice?
 18 A. No, that was something for the -- that was something
 19 that was the contractor's responsibility in progressing
 20 the designs.
 21 Q. Yes, but there's clear discussion about SL,
 22 Simon Lawrence of Rydon, contacting Exova with the view
 23 of using them going forward?
 24 A. Yeah.
 25 Q. Was there any discussion at this meeting about the fact

160

1 that Rydon might very well need professional fire
 2 engineering advice?
 3 A. No, it was just a status of who was being novated, who
 4 was not being novated.
 5 Q. I see. Was there any discussion at all between you or
 6 Claire Williams or Peter Maddison or all three of you
 7 about the need for continuing fire safety strategy
 8 advice from a professional such as Exova?
 9 A. There was no discussion between the professional team in
 10 saying what we needed going forward.
 11 Q. Can we move on to a different progress meeting. This is
 12 now September 2014. This is some months down the track.
 13 {ART00002797}, please. I'm going to take the next few
 14 documents quite quickly, because I think we can.
 15 This is the progress meeting number 3,
 16 16 September 2014. You're present.
 17 Can we look at page 2 {ART00002797/2}, please,
 18 point 1.4 under the heading "Minutes of Previous
 19 Meeting", and it says:
 20 "SL to appoint other consultants (to include
 21 fire ...) after the main sub-contractors are on board."
 22 Do you see that?
 23 A. Yes.
 24 Q. Do you recall a discussion about that at that meeting?
 25 A. No.

161

1 Q. But you noted it in the minutes, did you?
 2 A. I would have scanned the minutes. There was a lot of --
 3 remind me just the time period for this again, please?
 4 Q. This is 16 September 2014.
 5 A. At this time there were a lot of actions that needed to
 6 be carried forward.
 7 Q. Would you have noted that there was an outstanding
 8 appointment of fire consultants?
 9 A. No.
 10 Q. No.
 11 Next document, {ART00003067}, which is the next
 12 progress meeting of 21 October 2014, and if we go to
 13 page 2 {ART00003067/2}, again, we see exactly the same
 14 mantra at point 1.2. Do you see that?:
 15 "SL to appoint other consultants (to include
 16 fire ..."
 17 Was there any discussion about that at that meeting?
 18 A. I don't recall any in-depth discussion.
 19 Q. Was there any concern expressed at that meeting that
 20 this action had not been actioned, as it were, by this
 21 point, late October 2014?
 22 A. No, because it was up to the contractor to decide what
 23 assistance he needed in order to make the designs
 24 compliant, and it wasn't something that we as client
 25 would get involved with.

162

1 Q. Right.
 2 So does it come to this: even though the minutes
 3 down to this date -- this is between April and
 4 October -- showed that Simon Lawrence was to appoint
 5 fire consultants, and he hadn't yet done so, you weren't
 6 bothered by that; is that right?
 7 A. It was up to the contractor to decide how he managed the
 8 design progression and sign-off.
 9 Q. You see, Rydon were your direct contractors by this
 10 point, weren't they? This is now -- or just about to
 11 be. We are, I think, ten days before --
 12 A. They were.
 13 Q. -- signature of the contract, but they had been working
 14 for you since April in reality.
 15 A. Yeah.
 16 Q. Were you not concerned to say to Simon Lawrence, "Look,
 17 Simon, you have been talking about appointing a fire
 18 consultant now since April, why haven't you got on and
 19 done it"?
 20 A. I think my view would be that Artelia, as our employer's
 21 agent, had a responsibility to ensure that the
 22 contractor was meeting their obligations. We were there
 23 solely as the client to understand how things were
 24 going.
 25 Q. Well, did you not ask Artelia to ask the question?

163

1 A. I didn't.
 2 Q. Why is that?
 3 A. I didn't think to.
 4 Q. Right.
 5 Can we go to the next document, {ART00003150}. This
 6 is progress meeting number 5 on 18 November 2014,
 7 "Progress Update". Again, you're present, together with
 8 Ms Williams and Mr Maddison.
 9 If we go to the next page {ART00003150/2}, we see
 10 nothing there about appointing a fire consultant, and
 11 there is no mention in this minute at all.
 12 Did you notice that when you --
 13 A. No.
 14 Q. Right, you didn't notice that when you saw the minutes.
 15 Do you recall whether you or anyone within the TMO
 16 asked why the by now mantric intention of Simon Lawrence
 17 to appoint a fire consultant had dropped off the agenda?
 18 A. I assume no one noticed it had dropped off.
 19 Q. Right. No one noticed?
 20 A. Yeah. Well, things didn't normally drop off unless
 21 there had been an action completed.
 22 Q. Well, exactly.
 23 A. Yes.
 24 Q. That leads to my next question: was there actually
 25 a decision for Simon Lawrence to stop doing whatever he

164

1 might have been doing to go about appointing a fire
 2 consultant?
 3 A. I don't recall any discussion.
 4 Q. Or did it just run into the sand and disappear without
 5 anybody noticing it?
 6 A. I think the latter is probably the ... I don't know.
 7 Q. All right.
 8 A. Yeah.
 9 Q. Now, did you -- this is October 2014 -- know at this
 10 time that in the previous month, September 2014, Exova
 11 had been in contact with Studio E and giving advice to
 12 Studio E on an ad hoc basis?
 13 A. No.
 14 Q. Did you understand that they were in contact with the
 15 TMO and were providing on an ad hoc basis?
 16 A. No.
 17 Q. Did you understand that Exova was billing the TMO?
 18 A. No.
 19 Q. You didn't know that, okay.
 20 Can I turn to another topic altogether then.
 21 I would like you to look, please, at your first
 22 witness statement at page 18 {TMO00000887/18}. I would
 23 like you to look, please, at paragraphs 95 to 101.
 24 A. Yeah.
 25 Q. This is a long passage, but I'm going to read it all to

165

1 you because I think it's important that not only you,
 2 but also others watching, understand exactly what it is
 3 you say here.
 4 95 starts :
 5 "95. I recall however at one of our monthly Design
 6 Development Meetings, Simon Lawrence of Rydon indicating
 7 that there was disparity between the delivery times for
 8 insulation and rainscreen and to avoid delaying the
 9 project he indicated their intention to install the
 10 insulation first and fit the rainscreen later .
 11 "96. This was the first I was aware that the two
 12 items were separate and it raised some concerns in my
 13 mind having then recently read recommendations following
 14 the Lakanal House Fire Inquest where I understood that
 15 a gap between the insulation and the rainscreen had
 16 created a chimney flue effect which contributed to fire
 17 spread.
 18 "97. At the time of this discussion, Rydon were
 19 erecting the mast climbers to the Tower and had not then
 20 fitted any cladding other than the sample that was on
 21 display. I had understood that the sample cladding to
 22 have rainscreen flush with the insulation and it came as
 23 a surprise to me to learn that they were fitted
 24 separately. This was shortly after planning permission
 25 had been given for amendments to the windows.

166

1 "98. I raised this with Simon Lawrence as a matter
 2 of serious concern and asked him if he could give some
 3 assurance that we would not have a Lakanal-type problem
 4 with the separation of rainscreen and insulation ."

5 Then if we could turn the page, please, to page 19
 6 {TMO00000887/19}:

7 "99. The meeting was chaired by Philip Booth of
 8 Artelia and Simon Lawrence assured us that this would
 9 create no problem because [and this is the critical
 10 point] the materials used were completely inert and
 11 would not burn at all. The meeting accepted his
 12 assurances in this regard and nothing came to my notice
 13 subsequently prior to the fire to question that these
 14 assurances were not accurate.

15 "100. The minutes of this meeting were produced by
 16 Artelia and they definitely existed because I recall
 17 reading them. I recall that 'Lakanal' had been spelled
 18 incorrectly in the minutes. I understand these minutes
 19 cannot be located in TMO files.

20 "101. I have a clear recollection of the discussion
 21 and of the minute recording it. My recollection is that
 22 it was raised at a Design Development Meeting and that
 23 the minute was produced in time for the next Monthly
 24 Meeting. It was produced in hard form at that time and
 25 may not have been scanned onto TMO system or received

167

1 electronically. I know I did not receive the minute
 2 electronically before the meeting because it was handed
 3 to me in hard form at the meeting. Until the occurrence
 4 of the fire at Grenfell Tower I had always believed the
 5 cladding installed was inert as had been assured by
 6 Simon Lawrence and I had no reason to consider
 7 otherwise. I cannot recall the date of the meeting but
 8 I have given some details in my statement as to when it
 9 was. I think it may have been about March - April 2015
 10 or possibly earlier ."

11 Now, I just want to explore that a bit.

12 First, at paragraph 96, if we can just go back to
 13 it, you say there that you had recently read
 14 recommendations following the Lakanal House fire
 15 inquest. Do you see that?

16 A. Yes, I do, yes.

17 Q. And at paragraph 101, as we've just seen, over the page,
 18 you say that the relevant meeting may have taken place
 19 in March or April 2015, or possibly earlier .

20 A. Yes.

21 Q. Why do you think March or April 2015 in particular?

22 A. I was making the statement some years after the event,
 23 I had left the TMO, and this was by my best
 24 recollection. I didn't have any background papers, but
 25 I could recall that the mast climbers were being

168

1 erected, and the trigger to Rydon -- they were
 2 appointing the -- placing the order for the rainscreen
 3 at that time, and they couldn't place the order for the
 4 rainscreen until we had confirmation that the window
 5 amendment had been accepted. That's my recollection,
 6 because that would have meant changes to the detailing
 7 of the rainscreen.
 8 Q. Right.
 9 Do you accept that, as a matter of public record,
 10 the Lakanal House Rule 43 recommendations from those
 11 inquests were made by the Coroner on 28 March 2013? You
 12 may not know that, but take it from me that that's when
 13 they were.
 14 A. Right.
 15 Q. That's just about a month after you arrived at the TMO.
 16 A. Okay.
 17 Q. Right.
 18 A. Yeah.
 19 Q. Now, Rydon weren't appointed until March 2014.
 20 A. Yeah.
 21 Q. A year later. So the recommendations themselves cannot
 22 have been recent.
 23 A. No, I just remember reading a passage that said one of
 24 the contributing factors -- and it just dealt on the
 25 rainscreen. It was a very short passage, and I assumed

169

1 it was a HSE or BRE publication. We often got that type
 2 of circular at health and safety briefings, whether
 3 before or -- whether at my previous organisation or the
 4 TMO.
 5 Q. Right.
 6 A. Anything that was relevant, we passed onwards.
 7 I do recall this. Perhaps it was a newspaper
 8 article, I don't know, but I do remember the connection
 9 between -- it was the cavity that had attributed to the
 10 spread of the fire.
 11 Q. Let's go to your second witness statement, paragraph 23,
 12 on page 8 {TMO00842310/8}, because you refer to the HSE
 13 document there. This is where you deal with this, and
 14 you say in the fourth line down:
 15 "It was only during that meeting, when I learnt from
 16 the contractors that they were to be installed
 17 separately, that I recalled a learning or advice note
 18 circulated by the HSE following the fire at
 19 Lakanal House that noted that the cladding had acted as
 20 a flue or a chimney. I raised these concerns in the
 21 meeting and Simon Lawrence of Rydon responded by
 22 assuring me that the rainscreen and the insulation were
 23 'completely inert' and 'would not burn at all'.
 24 I believe those were the exact words used."
 25 Now, I just want to see whether you can help us with

170

1 any detail on this note.
 2 Was it specifically prepared about Lakanal House?
 3 A. No, it was a very -- I just remember it was a very short
 4 passage. It could even have been a reference to
 5 a newspaper article.
 6 Q. Very short passage in what? Can you remember the
 7 document, what was it?
 8 A. No, I think it was a standalone cutting, I seem to
 9 remember.
 10 Q. A cutting from where?
 11 A. It could have been a newspaper, it could have been --
 12 I don't know, I just recall --
 13 Q. All right, let's see how far we go.
 14 First of all, can I ask you to go to {TMO10039094}.
 15 This is a paper by Janice Wray.
 16 A. Yeah.
 17 Q. It's four pages long and this is the first page,
 18 "Briefing Note on Fire at Lakanal House (Southwark)",
 19 and we can see from the fourth page it's dated
 20 June 2013.
 21 A. Yes.
 22 Q. You can see that at the bottom.
 23 Might this have been the document?
 24 A. It might be if it references the gap between the fire --
 25 the rainscreen and the insulation.

171

1 Q. Let's go back to page 1, first of all. So you're after
 2 something that's the flue effect?
 3 A. Yes.
 4 Q. I don't think there is anything on that page, and I will
 5 not stand here and take you through it line by line, but
 6 is that a document you recognise?
 7 A. Yes.
 8 Q. It is?
 9 A. Yes.
 10 Q. Let's go to the third page, then, page 3
 11 {TMO10039094/3}. There is nothing on this document
 12 about the flue effect. This is a document about the
 13 TMO's current position and approach in light of Lakanal
 14 recommendations. Do you see that?
 15 A. Yes.
 16 Q. That's how it continues, and there is also reference to
 17 the Shirley Court fire.
 18 So you think this was a document with a reference to
 19 the flue effect of the fire?
 20 A. That was the only -- the bit that I recall -- the
 21 article from wherever it was focused on the rainscreen
 22 and the void contributing to the spread of fire. So it
 23 wasn't a bigger document, it was a very short piece.
 24 Q. I see.
 25 Let's go then to {TMO00841428}. These are minutes

172

1 from the health and safety committee meeting, also of
 2 June 2013, where the paper we've just been looking at
 3 was presented by Janice Wray.
 4 Can we look at page 4 {TMO00841428/4}, paragraph 6,
 5 under the heading "Lakanal House", and it says:
 6 "A briefing note was circulated showing a timeline
 7 for the escalation of the fatal fire at this block and
 8 there was a discussion about the factors ..."
 9 It outlined the recommendations made by the Coroner.
 10 I don't think there is anything in that which would
 11 have prompted you to think about the chimney effect or
 12 the gap or void between the rainscreen and the
 13 insulation; is that right?
 14 A. Correct, yes.
 15 Q. We don't see anything in there at all --
 16 A. It wasn't this.
 17 (Pause)
 18 Q. Can I then take you to the evidence of Simon Lawrence on
 19 the rainscreen and this discussion generally in his
 20 evidence to the Inquiry on {Day24/169}. I want to put
 21 what he said to you directly, if I may.
 22 A. Yeah.
 23 Q. At line 14 -- and I'm asking him the questions -- you
 24 can see that I put to him paragraph 95 of your
 25 statement, and I read it out to him, and indeed

173

1 paragraph 96 as well, and then I also read paragraph 98
 2 to him.
 3 If you go to line 14 --
 4 A. Yeah.
 5 Q. -- on page 169, if we could just have that up, I say to
 6 him or I ask him:
 7 "Question: Do you recall Mr Gibson raising this
 8 matter with you at a meeting?
 9 "Answer: Not at all, no.
 10 "Question: Right.
 11 "Answer: Rainscreen by the nature of rainscreen,
 12 there is a gap between rainscreen and the insulation.
 13 So, no, I don't recall this at all."
 14 Then over the page at {Day24/170:6}, I've put your
 15 statement at paragraph 99, where you refer to the
 16 meeting being chaired by Philip Booth.
 17 A. Yeah.
 18 Q. Then at line 6 I ask him:
 19 "Question: Did you give such an assurance to
 20 Mr Gibson?
 21 "Answer: No. I don't agree with that statement at
 22 all."
 23 Then if you look down at line 17 on the same page,
 24 after your reference in paragraph 100 to the minutes,
 25 I ask him:

174

1 "Question: I think you are saying you're clear in
 2 your mind you have never seen such minutes?
 3 "Answer: No."
 4 Then over the page at {Day24/171:8} I say to him:
 5 "Question: Now, that's his witness statement. Can
 6 you comment on that?
 7 "Answer: I don't agree with it at all.
 8 "Question: Right. So you say Mr Gibson is wrong?
 9 "Answer: Yes.
 10 "Question: Right.
 11 "Now, leaving aside Mr Gibson's recollection, did
 12 you ever yourself personally assure him that the
 13 cladding at Grenfell was, to use his word, inert?
 14 "Answer: No. I wouldn't give technical assurances
 15 unless I had that information from the designers or
 16 specialists."
 17 You see that?
 18 A. Mm-hm.
 19 Q. Do you accept what Mr Lawrence says there, that by the
 20 very nature of rainscreen cladding, there is always
 21 a gap between the rainscreen and the insulation?
 22 A. If you go back to my statement, we had been talking
 23 about ACMs, which by their very nature has insulation
 24 within the construction, so my under -- perhaps I didn't
 25 have an understanding, because I never asked the

175

1 question, but my assumption at that stage was: this was
 2 something that was manufactured off-site with the
 3 insulation within it. I didn't realise that was
 4 possibly true, and we had additional insulation that was
 5 fitted separately.
 6 So until this point, as we'd never had any
 7 discussion about compliance issues, et cetera, on the
 8 rainscreen, I had no reason to ask the question. It was
 9 only -- the trigger was the void, and they were fitting
 10 the insulation separately. That was the trigger for my
 11 question.
 12 Q. You have just now referred to ACMs, which by their very
 13 nature has insulation within the construction. But
 14 I thought in your statement you were saying that what
 15 had triggered your request was the realisation that
 16 there was a gap between the insulation and the
 17 rainscreen. Are you now saying what triggered your
 18 recollection or your request was the discovery that the
 19 rainscreen had what you call an insulation core?
 20 A. No.
 21 Q. Right.
 22 A. My assumption was that the rainscreen was an off-site
 23 manufactured panel containing the insulation. The
 24 trigger for this was that they were fitting -- they
 25 could be fitting insulation ahead of the rainscreen.

176

1 Q. Does this tell us that, until March or April 2015, you
 2 didn't know that the rainscreen system being fitted to
 3 Grenfell Tower comprised an insulation board being
 4 applied to the concrete curtain wall with a void and
 5 then a rainscreen over the top of it?
 6 A. I'd only ever considered the aesthetic of how it looked
 7 and getting that accepted by planners. That was the
 8 only discussion we were having.
 9 Q. Really? So you didn't understand that there were
 10 a number of different components to the rainscreen,
 11 namely insulation -- I'll leave aside cavity barriers
 12 for the present purposes -- and a separate rainscreen
 13 panel?
 14 A. Yes.
 15 Q. You didn't understand even that?
 16 A. No, I hadn't thought about it -- no, I had thought about
 17 it, but I made an assumption that -- by Simon Lawrence
 18 telling me that, in order to maintain programme, having
 19 placed the order for the rainscreen, he was going to
 20 start fitting the insulation separate. That's what
 21 triggered the query, because I hadn't appreciated that
 22 the two things were separate before.
 23 Q. Do you accept that, for an educated professional client
 24 like the TMO, not to understand that the rainscreen
 25 comprised a number of different products and components

177

1 was a pretty major misunderstanding?
 2 A. I accept, but having not been involved in a cladding --
 3 an overcladding project before, I hadn't considered it.
 4 We'd always talked about -- we'd never talked about the
 5 insulation separately. We talked about the level of
 6 thermal efficiency we needed to achieve.
 7 MR MILLETT: Mr Chairman, is that a convenient moment?
 8 SIR MARTIN MOORE-BICK: Does it suit you?
 9 MR MILLETT: Yes, because to finish this topic off will take
 10 more than five minutes, and I certainly don't want to
 11 trespass into the break.
 12 SIR MARTIN MOORE-BICK: No, all right.
 13 Mr Gibson, I think this is probably a good time for
 14 us to have a mid-afternoon break, so we will stop now
 15 and come back at 3.35.
 16 Please don't talk to anyone while you're out of the
 17 room about your evidence or anything relating to it.
 18 All right?
 19 THE WITNESS: Yes.
 20 SIR MARTIN MOORE-BICK: Thank you very much.
 21 Would you like to go with the usher, please.
 22 (Pause)
 23 Thank you, 3.35, please. Thank you.
 24 (3.18 pm)
 25 (A short break)

178

1 (3.35 pm)
 2 SIR MARTIN MOORE-BICK: Right, Mr Gibson, ready to carry on?
 3 THE WITNESS: Yes.
 4 SIR MARTIN MOORE-BICK: Thank you very much.
 5 Yes.
 6 MR MILLETT: Mr Gibson, can we go to your second witness
 7 statement. We are still on the subject of this
 8 assurance that you say you were given by Mr Lawrence.
 9 A. Yes.
 10 Q. At paragraphs 22 and 23 on page 8 of that, please,
 11 {TMO00842310/8}, you say:
 12 "22. I have been asked to provide further
 13 information in relation to the meeting discussed at
 14 paragraphs 87 to 105 of my earlier statement to
 15 the Inquiry. I cannot recall the specific date of this
 16 meeting, nor can I recall the precise wording used in
 17 the hard copy of the minutes, however I distinctly
 18 remember the word Lakanal had been spelt incorrectly. I
 19 do not believe I ever received an electronic copy of the
 20 minute of this meeting.
 21 "23. I have been asked what precisely I meant when,
 22 in the earlier meeting, I asked for assurance that we
 23 would not have a Lakanal-type problem with the
 24 separation of the rainscreen and the insulation. Prior
 25 to that meeting, I had believed that the cladding and

179

1 the insulation were manufactured off-site as
 2 an all-in-one. It was only during that meeting, when
 3 I learnt from the contractors that they were to be
 4 installed separately, that I recalled a learning or
 5 advice note circulated by the HSE following the fire at
 6 Lakanal House that noted that the cladding had acted as
 7 a flue or a chimney. I raised these concerns in the
 8 meeting and Simon Lawrence of Rydon responded by
 9 assuring me that the rainscreen and the insulation were
 10 'completely inert' and 'would not burn at all'.
 11 I believe those were the exact words used."
 12 We looked at that before.
 13 Pausing there, you also say at paragraph 103 of your
 14 first witness statement, page 19 {TMO00000887/19} -- we
 15 don't need to go back to it -- that you noticed on the
 16 minute you referred to that "Lakanal" had been spelt
 17 incorrectly. How had it been spelt?
 18 A. L-A-K-E-N-H-A-L-L.
 19 Q. "Lakenhall", okay. That's a very clear recollection you
 20 have?
 21 A. Yes.
 22 Q. Right.
 23 Given that you were so concerned about this issue as
 24 appears from these two witness statements that you have
 25 signed, that you not only raised it and sought

180

1 an assurance but also checked the minutes once you had
 2 a hard copy of them, did it not occur to you that this
 3 was the ideal time to check the fire safety strategy
 4 that had been produced by Exova?
 5 A. No, because I didn't understand what was in the
 6 fire strategy. It may have been an ideal -- I think my
 7 expectation was that I had raised it, had been given
 8 an assurance and I accepted the assurance, but in terms
 9 of the employer's agent role and checking compliance
 10 with the contract, I had raised an issue, I'd been given
 11 an assurance, and that something would happen in the
 12 background. I now realise that it was incorrect.
 13 Q. Was it not a good time to ask Rydon what their fire
 14 consultant had said about it, so far as you thought that
 15 they had one?
 16 A. No, I was ... because Simon Lawrence had given me --
 17 what I expected, I suppose, was for Simon Lawrence to
 18 say, "I don't know, I'll check it out".
 19 Q. Yes, exactly.
 20 A. Yeah.
 21 Q. Did you not follow up whether or not he had checked it
 22 out?
 23 A. No, because he came back with such a firm response to me
 24 that I thought they'd done this before, he knows the
 25 materials, and I've just assumed something wrong about

181

1 the insulation.
 2 Q. You say he came back with such a firm response.
 3 A. Yeah.
 4 Q. Does that tell us that you made a request to him and
 5 then he went away and came back?
 6 A. No, I mean, when I raised the query, his response was
 7 immediate.
 8 Q. I see. So because of his immediate response, you were
 9 confident that he had already checked it out; is that
 10 what you are telling us?
 11 A. I was confident that he knew what materials he was
 12 fitting.
 13 Q. Is there any reason why you didn't chase up the
 14 finalised version of the note of the meeting which set
 15 in very clear terms in black and white the assurance
 16 that you were given so you were satisfied it was there
 17 in the record?
 18 A. No. This was the first -- if I can go back a little
 19 bit, because I'm making it clear -- after the first few
 20 progress meetings, and we're probably talking about late
 21 summer, early autumn --
 22 Q. Of 2014?
 23 A. 2014.
 24 Q. Right.
 25 A. The meetings as they were then constructed were getting

182

1 quite lengthy. Philip Booth had said, going forward, he
 2 wanted to do the meetings in two parts, the second half
 3 dealing only with the things he needed to deal with in
 4 terms of the progress report, and that was minuted
 5 separately, and this -- the first half of the meeting
 6 was also minuted separately, and that dealt with issues
 7 of the contractor giving us an update on where he was
 8 with his design progression, so it wasn't a design
 9 meeting as such, it was a feedback meeting, and was
 10 looking at activities that were happening in the next
 11 month, so that we have warning of anything that we
 12 needed to take action on in terms of, as client, we were
 13 aware of any decisions that might need to be made.

So these two meetings were minuted quite separately.
 They probably lasted for a period of four to six months.
 They certainly had stopped or stopped when Neil Reed had
 taken on, there was only Philip Booth that ever attended
 those meetings, but they were quite separate meetings
 and minuted separately.

So did I think to check? No, I just assumed that --
 this, for the first time, we'd received the minutes
 late, I thought to check that it had been minuted, but
 I didn't expect that the whole series of meetings
 wouldn't be available.

Q. You see, I'm going to suggest this to you: given the

183

1 importance you placed on the request and the confidence
 2 of the response --
 3 A. Yes.
 4 Q. -- a professional in your position at the time would,
 5 I suggest to you, have ensured that, whichever minute it
 6 was in, it was at least recorded clearly in a minute?
 7 A. But that's what I did.
 8 Q. And it wasn't, because we haven't seen it.
 9 A. Okay, but I had the minutes, I was handed the minutes,
 10 I checked them at the meeting, because I had been
 11 looking for the minutes before the meeting and that was
 12 important enough for me to remember to check, so that
 13 was why I remember receiving these minutes late, opening
 14 them up and checking for that minute.
 15 Q. You see, neither the TMO nor Artelia nor Rydon and
 16 indeed nobody has been able to find the minute you're
 17 talking about.
 18 A. I understand that.
 19 Q. Can you explain why that is?
 20 A. No, I can't, because I have a clear record of these
 21 meetings.
 22 Q. Let me put the question again to you, perhaps slightly
 23 differently: somebody in your position would have
 24 ensured that not only was the assurance you were given
 25 minuted, but that the minute was safely retained in

184

1 a file for later use if need be. Why wasn't it?
 2 A. Having seen the minutes, I didn't see any reason to not
 3 expect that it would be -- that we had a copy of it.
 4 Q. Now, let's look and see what Claire Williams says about
 5 this incident.
 6 For your understanding, Mr Gibson, she doesn't refer
 7 to it anywhere in her first witness statement. She
 8 addresses it in her statement of 2 September 2019, which
 9 she signed nine months after your first statement where
 10 you raised it. I want to show you paragraph 64 of her
 11 statement at page 15, {TMO00842312/15}, please. She
 12 says at 64:
 13 "64. I do recall that during an early site meeting,
 14 my line manager, David Gibson, asked about the
 15 performance and fire-retardancy of the cladding
 16 materials proposed by Rydon. David's query was whether
 17 the cladding proposed could have the same effect as the
 18 cladding installed at Lakanal House should a fire take
 19 place. I recall that he sought assurance from Rydon
 20 that an incident such as the fire at Lakanal House would
 21 not take place.
 22 "65. I have been advised in preparing this
 23 statement that the minutes of this meeting cannot be
 24 located. I was given a hard copy of the minutes by
 25 Artelia during the meeting and I recall standing in the

185

1 TMO office and reading them out to David and handing him
 2 a copy. I do not recall scanning the minutes into our
 3 system and saving them."
 4 Now, she says that that was an early site meeting.
 5 Now, that would suggest spring 2014, not the spring of
 6 2015. Would you agree with that?
 7 A. No. My ... it was quite late -- I think it was after
 8 the planning amendments to the windows. That was the
 9 trigger for ordering -- being able to place the order
 10 for the rainscreen or the cladding. That couldn't
 11 happen until the planning amendment had been received,
 12 and I know that planning amendment was received in the
 13 first week of 2015.
 14 Q. January 2015?
 15 A. Yes.
 16 Q. It doesn't accord with your recollection of the
 17 mast climbers being erected, because they were erected
 18 in August 2014.
 19 A. I'm saying the mast climbers were being erected.
 20 Q. They started to be erected in August --
 21 A. They started -- the mast climbers were under erection
 22 for many months. There were -- I think two of them had
 23 to be relocated or there were issues with access to
 24 them, there was a problem, so they were out of sequence.
 25 But no works at this stage had begun to the external

186

1 fabric, the windows hadn't arrived, the windows hadn't
 2 been ordered, no -- only the mast climbers were in
 3 place, ready for the insulation screening. Yeah.
 4 Q. Might you be mistaken about this date? You say
 5 March/April 2015, or possibly an earlier date. Might
 6 you be mistaken about March/April 2015?
 7 A. Well, as I said, March/April or -- when I was doing
 8 this, I was doing it from my recollection, and my
 9 recollection is clear, and I was trying to place it in
 10 a point of time, and the point of time was the order
 11 couldn't be placed for the rainscreen until the window
 12 planning amendment had been received. That was the
 13 trigger for placing those orders, and Simon Lawrence had
 14 been talking about -- he had placed the order for the
 15 rainscreen and, in order to mitigate any delays in the
 16 programme, further delays in the programme, he would
 17 commence with -- he was able to start the fitting of the
 18 insulation. So I'm quite clear about that part.
 19 Q. I understand.
 20 A. Yeah.
 21 Q. Might you be mistaken about the context in which this
 22 discussion took place?
 23 A. No.
 24 Q. Might it have not been a meeting at all?
 25 A. No.

187

1 Q. Now, paragraph 99 of your first statement
 2 {TMO00000887/19} you say that the meeting you recall was
 3 chaired by Phil Booth of Artelia?
 4 A. Yeah.
 5 Q. We asked Mr Booth about that and he recalled no such
 6 occasion. That's his first witness statement at
 7 paragraph 173, which is in the record, and also the same
 8 he said at {Day50/77:4-14}. Perhaps I should show you
 9 that. He says:
 10 "Answer: I was definitely not at a meeting that
 11 that was discussed. All the meetings I was at were
 12 minuted, we produced them. It may -- I didn't go to
 13 design development meetings because I wasn't part of the
 14 design at that time. So I'm not saying it didn't
 15 happen, it may well have happened, but it wasn't
 16 a meeting that I was at, so I don't have any
 17 recollection of that discussion point at all.
 18 "Question: Okay.
 19 "Answer: And all of our other meetings have got
 20 clear minutes issued for them.
 21 "Question: Yes.
 22 "Answer: So maybe it was a Rydon meeting that he
 23 remembers, but I wasn't there.
 24 "Question: Do you ever recall anyone using the word
 25 'inert' or 'completely inert' in the context of the

188

1 cladding materials?
 2 "Answer: No ..."
 3 And he goes on to say other than that one email
 4 he didn't have, and the email is one we'll come to in
 5 a moment. That's his evidence.
 6 Now, that's what he recalls. Are you saying that
 7 he's mistaken in his recollection, Mr Gibson?
 8 A. I have a clear recall.
 9 Q. And he has --
 10 A. There's a series of minuted meetings that I have not
 11 seen. A clear recollection of the progress meeting, of
 12 Philip Booth saying he wanted to streamline progress
 13 meetings, we were going to have two meetings going
 14 forward, one was before the other, there was a natural
 15 break, and at that time Simon Lawrence generally went
 16 away to print his report for the next meeting, but they
 17 were minuted separately.
 18 SIR MARTIN MOORE-BICK: Mr Gibson, just help me with this:
 19 in the ordinary course of events, how many copies of the
 20 minutes of any given meeting would be held by the TMO?
 21 Can you recall?
 22 A. We should hold one copy on the project file.
 23 SIR MARTIN MOORE-BICK: Yes.
 24 A. Yes.
 25 SIR MARTIN MOORE-BICK: I mean, reading Ms Williams'

189

1 evidence a little earlier, her account suggested that
 2 when you got back from the meeting, or after the
 3 meeting, there were at least two copies in your hands:
 4 probably one you held and one she held; was that likely?
 5 A. My recollection differs from Claire's. My recollection
 6 was -- because the first meeting was in the community
 7 room, the old caretaker's office, and by the next
 8 meeting we had held, I think, our first meeting in
 9 the -- in what was the housing management office, and we
 10 started holding the meetings there, because I can recall
 11 where we were sitting. I recall looking for the minutes
 12 in advance, I recall I was sat beside Claire when
 13 I looked at the minutes, and I recall turning to her and
 14 saying, "It's been minuted".
 15 MR MILLETT: She also says -- I'm sorry, Mr Chairman.
 16 SIR MARTIN MOORE-BICK: No, no, that's all right. You had
 17 helped me, thank you very much.
 18 MR MILLETT: This is a reference to paragraph 65 of
 19 Ms Williams' statement that we looked at a moment ago,
 20 where she said:
 21 "I do not recall scanning the minutes into our
 22 system and saving them."
 23 Have you any explanation as to why she failed to
 24 scan the minutes into the system and save them?
 25 A. Perhaps they were never issued.

190

1 Q. Well, if she held the document in her hands --
 2 A. Oh, right, sorry. Scanning.
 3 Q. Yes. Her evidence is she had the minutes --
 4 A. Yeah.
 5 Q. -- the hard copy minutes --
 6 A. Yeah.
 7 Q. -- and remembers reading them out to you --
 8 A. Yeah.
 9 Q. -- in the TMO office and handing you a copy.
 10 A. Yeah.
 11 Q. She says:
 12 "I do not recall scanning the minutes into our
 13 system and saving them."
 14 I'm just asking you for an explanation as to why
 15 that might have been the case.
 16 A. Why she didn't scan them?
 17 Q. Correct.
 18 A. Because we wouldn't normally scan the meetings in, we
 19 would normally get ... our expectation is we would get
 20 hard copies of meetings that we saved directly on to the
 21 system, and that was generally what happened.
 22 Q. Yes.
 23 A. Yeah.
 24 Q. And she says, "I do not recall scanning the minutes into
 25 our system and saving them", and I just want to know why

191

1 that was.
 2 A. Sorry, I must have misunderstood, because --
 3 Q. Let's take it slowly.
 4 What was the normal system for filing minutes of
 5 these meetings at the TMO?
 6 A. The project manager would file the meetings. We would
 7 all receive copies in advance. I would print mine off,
 8 scan for actions, read the rest of the minutes depending
 9 on time, et cetera, so that I'm prepared for the next
 10 meeting, and we generally got them well in advance. So
 11 that's why I recall I -- you know, this was an important
 12 point to me at the time and I just wanted to make sure
 13 it was recorded, and I was happy -- well, I had been
 14 looking for the minutes, received them for the first
 15 time handed out at the meetings, but my expectation was
 16 that we would have received later that copy again
 17 electronically.
 18 Q. Would Claire Williams' practice be to scan the minutes
 19 that you received of the previous meeting into the
 20 system and save them?
 21 A. I don't know what her practice was, but there was
 22 an expectation that minutes would be saved on to the
 23 system.
 24 Q. Can you account for the fact that the TMO has no such
 25 minute on its system?

192

1 A. I cannot.
 2 Q. Would that be a one-off failure of record-keeping or
 3 does it indicate a deeper failure of the TMO in its
 4 record-keeping generally?
 5 A. There should be a series of meetings. So my
 6 understanding is that we haven't been able to -- we
 7 haven't -- no one has been able to find the series of
 8 meetings, not just a one-off meeting. Series of
 9 meetings separate from the progress meetings that went
 10 on for four or five months.
 11 Q. That would rather suggest that the TMO's record-keeping
 12 for this project was less than perfect, if I can be
 13 polite; would that be fair?
 14 A. As you put it, yes.
 15 Q. Can I then ask you to look at some emails sent by
 16 Claire Williams relating to Lakanal House, and the first
 17 one I want to show you is {ART00008794}, please. This
 18 is 12 November 2014. Now, you were not copied in on
 19 this at all, but let's start, if we can, on the second
 20 page of this {ART00008794/2}.
 21 This is an email to Philip Booth and Nick Valente of
 22 Artelia at 10.36 on that day. You can see that at the
 23 middle of the page --
 24 A. Yeah.
 25 Q. -- under the heading "Cladding", and Claire Williams

193

1 says in her email:
 2 "I have just been looking at the cladding as our
 3 database is asking for costs (I have put something
 4 together). However, I do not know if there is any issue
 5 of flame retardance requirement? I know at Lacknall
 6 [spelt L-A-C-K-N-A-L-L] House one issue was that the
 7 replacement panelling for the asbestos cladding was not
 8 flame retardant! I don't know if this is in the
 9 specification, but want to make sure it is raised.
 10 Please advise."
 11 Just looking at the spelling of "Lakanal" there,
 12 that's obviously a misspelling.
 13 A. Yes.
 14 Q. You gave us the spelling you spotted you said earlier on
 15 in the minutes. That's different, is it?
 16 A. Yes.
 17 Q. It is.
 18 Now, you weren't copied in on this email.
 19 A. Yes.
 20 Q. But do you remember having a discussion with
 21 Claire Williams at this time about the question of
 22 an issue of flame retardance?
 23 A. No, we did not.
 24 Q. No, you didn't, right. So you know you didn't have
 25 a discussion or you don't recall one?

194

1 A. We did not have one.
 2 Q. I see. Because, you see, you said she sat opposite you.
 3 A. Yes.
 4 Q. So before she sent this email, she didn't discuss it
 5 with you; is that right?
 6 A. That's correct.
 7 Q. Right.
 8 Then we can see the reply on page 1 {ART00008794/1},
 9 if we go to that, timed at 4.55 that same day,
 10 12 November 2014, and Phil Booth says in response:
 11 "I had a quick review NBS spec in the tender docs
 12 for cladding and it does specify the cladding must
 13 comply with the following standards, one of which
 14 I would anticipate requires flame retardance. However
 15 as client I suggest you seek clarification from Rydon."
 16 Then he sets out three standards, you can see that
 17 they're identified there.
 18 Then can we go, please, to the next document,
 19 {RYD00023468}, please. This is an email the same day at
 20 17.04, so only a few minutes after Phil Booth's response
 21 to Claire Williams, and it's from Claire Williams to
 22 Simon Lawrence at Rydon, copying Phil Booth in, subject
 23 "Grenfell cladding":
 24 "Simon
 25 "I am just writing to get clarification on the fire

195

1 retardance of the new cladding - I just had a 'Lacknall'
 2 [misspelt] moment."
 3 Then she sets out three standards which she has cut
 4 and pasted clearly from the email that Phil Booth had
 5 sent her. Do you see that?
 6 A. Mm-hm.
 7 Q. Now, did you see this email at the time?
 8 A. No.
 9 Q. Did you discuss this response that she was sending to
 10 Simon Lawrence at the time?
 11 A. I was not aware of this at the time.
 12 Q. All right.
 13 Let me just ask one question: might this be the
 14 occasion when you saw "Lakanal" misspelt in
 15 a document --
 16 A. No.
 17 Q. -- and are confusing it with the occasion about
 18 inertness of the --
 19 A. No, I didn't know about this.
 20 Q. Okay. Because, you see, here is the very request that
 21 you say you put to Simon Lawrence that Claire Williams
 22 is putting to Simon Lawrence on 12 November 2014 at
 23 17.04; do you see?
 24 A. I see that.
 25 Q. Now, can I then ask you to look at an email that you

196

1 received on 4 February 2015 at {TMO10008700}. Before
 2 I ask you questions about this, let's have it up on the
 3 screen first of all. It's an email run from you to
 4 Jenny Jackson, copied to Janice Wray and Liza de Jesus.
 5 It has attachments to it, "LFB Fire safety in
 6 refurbished buildings audit tool report", "Letter to
 7 boroughs - fire safety audit tool", "LFB Letter to LB
 8 city of Westminster" and "LFB letter about lack of fire
 9 compartmentation". Four documents.
 10 A. Yeah.
 11 Q. You ask Jenny Jackson:
 12 "Jenny, can we incorporate this into the PEP [for]
 13 the framework?"
 14 A. Yes.
 15 Q. Now, what I'm interested in is what documents those are.
 16 Before I ask you about them, can I just ask you
 17 about the "'Lacknall' moment" email. We haven't found
 18 any response that Simon Lawrence ever gave to the
 19 "'Lacknall' moment" email that was sent by
 20 Claire Williams on 12 November.
 21 Did Claire Williams ever come to you at any stage
 22 after that date and say, "I haven't had a response from
 23 Simon Lawrence, what should we do about it?"
 24 A. I wasn't aware of the email and we didn't have
 25 a discussion.

197

1 Q. When you asked, as you say you asked, the question of
 2 Simon Lawrence at the meeting to which you have referred
 3 earlier, were you aware that Claire Williams had asked
 4 the very same question of Simon Lawrence in the November
 5 of the previous year --
 6 A. No.
 7 Q. -- according to your timing? You weren't?
 8 A. No.
 9 Q. I see.
 10 Can you explain how both of you had this concern and
 11 neither had discussed it with the other?
 12 A. I can't.
 13 Q. It's odd, though, isn't it?
 14 A. I don't think so.
 15 Q. It's strange that you would both have this private
 16 concern about whether the rainscreen was combustible and
 17 yet didn't share it with each other.
 18 A. When you say we didn't share it with each other, when
 19 I raised the query, Claire was in the meeting.
 20 Q. Exactly.
 21 A. Yes.
 22 Q. So --
 23 A. But mine was at a later date.
 24 Q. Indeed.
 25 A. Yes.

198

1 Q. But did she not say to you, "That's funny, I've already
 2 asked that question of Simon Lawrence?"
 3 A. No.
 4 Q. She didn't?
 5 A. No.
 6 Q. Because, you see, you have both had separate "Lakanal
 7 moments", if I can put it that way, and not shared them
 8 with each other. Can you account for that?
 9 A. Claire was in attendance when I raised my query. In
 10 terms of Claire's everyday work, she would not -- there
 11 was no need for me to be involved in these discussions,
 12 you know, she was doing her job. If she had a query,
 13 she raised a query.
 14 Q. Okay.
 15 Looking at the substance of this email, then, we can
 16 see that the email below the one that I've shown you is
 17 from Liza de Jesus, and please do correct my
 18 pronunciation if I've got that wrong. Is that a correct
 19 pronunciation of her name?
 20 A. I think it's probably "De Jesus", but it's I think
 21 a common ...
 22 Q. Yes.
 23 She is sending Janice Wray, Adrian Bowman, you and
 24 Alex Bosman these documents, and she says they have been
 25 sent to her by Building Control.

199

1 A. Yes.
 2 Q. Underneath that you can see John Allen sending her those
 3 documents, so that's the chain.
 4 A. Yeah.
 5 Q. If you go to page 2 {TMO10008700/2}, we can see the
 6 third paragraph, and this is John Allen telling the
 7 recipient of this email, in the third paragraph, this:
 8 "This correspondence results from the findings of
 9 the Lakanal House enquiry. The Fire Authority wish to
 10 engage with those involved in the refurbishment and
 11 repair of their property portfolio.
 12 "I am therefore forwarding it to you. (If you do not
 13 feel this is appropriate please let me know and I will
 14 contact the Fire Authority).
 15 "I have also forwarded this to Amey and to the
 16 Director of Corporate Property."
 17 Now, let's look at one of the attachments to your
 18 email at the very top of this string, and this is
 19 {TMO10042977}. This is a letter sent by the deputy
 20 commissioner of the LFB in respect of fire safety in
 21 refurbished buildings dated 5 January 2015, you can see
 22 that, so this is about a month old.
 23 If you look at the second paragraph of the text, it
 24 says:
 25 "In our experience, buildings can and do become

200

1 compromised in fire safety terms as a result of
 2 refurbishment works. We are all aware of high profile
 3 cases, but the Brigade regularly comes across many other
 4 examples. I attach some pen pictures, at Appendix 1.
 5 You will see that in one case, a fire death was a
 6 consequence. We consider that refurbishment works that
 7 compromise fire safety pose a serious risk to the safety
 8 of residents and the general public, and that therefore
 9 Authorities need a strategy for assessing that risk and
 10 for taking appropriate remedial action.

11 "The 'audit tool' which is enclosed is designed to
 12 help Authorities to examine whether their policies and
 13 practices are sufficiently rigorous in considering fire
 14 safety when refurbishment projects are undertaken."

15 Now, that letter was clearly relevant to the TMO,
 16 wasn't it?

17 A. Yes.

18 Q. Which was why you received it?

19 A. Yes.

20 Q. And it was clearly relevant to the refurbishment of
 21 Grenfell Tower in particular, wasn't it?

22 A. Yes.

23 Q. We see that you forwarded it to Janice Wray and
 24 John Borra.

25 Did you forward it to anybody working on the

201

1 Grenfell Tower project itself, such as Claire Williams,
 2 for example?
 3 A. I don't recollect doing so. I think I was looking at
 4 our future work, and the decisions had been made on
 5 Grenfell.
 6 Q. Why didn't you send it to Claire Williams?
 7 A. I didn't think to.
 8 Q. No, but why not?
 9 A. Well, by putting it in the project -- the PEP for the
 10 framework, it would have eventually got to Claire
 11 because that PEP was for use by all project managers, in
 12 terms of setting up a framework and how we were going to
 13 be delivering programmes going forward. So she would
 14 have eventually got to see it, but I didn't see any
 15 urgency in doing it because I wasn't linking it to
 16 Grenfell at that time, I was linking it to how we
 17 planned and dealt with future works.
 18 Q. You say future works; it's as clear as it can be, isn't
 19 it, that it says that it's an audit tool being designed
 20 to help authorities consider fire safety when
 21 refurbishment projects are undertaken. Did this not
 22 ring an alarm bell with you that here was
 23 Grenfell Tower, a refurbishment project being
 24 undertaken, and you needed to go through and use this
 25 audit tool in order to consider fire safety in respect

202

1 of it?

2 A. I didn't.

3 Q. I know, and I just wonder why.

4 A. Because I think Grenfell was quite advanced by that
 5 stage, and we were on site. This is January 2015?

6 Q. January 2015, yes.

7 A. Yes. So the design had been done, so I was looking
 8 at --

9 Q. Right.

10 A. -- just make sure we incorporate this into our future
 11 works programme and into the considerations while we're
 12 planning our future projects.

13 Q. Did you look at the audit tool?

14 A. I can't recall.

15 Q. Let's look at it. It's at {TMO10042956}, please. There
 16 it is.

17 It's a fairly striking first page. Does it ring
 18 a bell with you?

19 A. Not necessarily.

20 Q. It's got a question mark in the shape of a tower block.

21 A. Oh, I didn't pick that --

22 Q. Or a tower block in the shape of a question mark, and
 23 it's "Fire safety in refurbished buildings", and the
 24 first paragraph says:

25 "London Fire Brigade is concerned about the

203

1 arrangements in place for protecting the fire safety
 2 precautions of a building, especially if it has been
 3 refurbished or if any modification or maintenance
 4 projects have been carried out."

5 It's a pretty clear flag that this document is of
 6 particular pertinence in respect of the Grenfell Tower
 7 project you were undertaking at the time; no?

8 A. I accept that.

9 Q. Yes. Did you look at it, do you remember?

10 A. I can't recall.

11 Q. Well, let's see --

12 A. I would need to look at the project tool. I think that
 13 might trigger ...

14 Q. Right. Let's look at that, then, indeed. Let's go to
 15 section 2. It's divided into a number of sections, and
 16 let's look at section 2 and the introduction. We need
 17 for that, I'm so sorry, page 3 {TMO10042956/3}:

18 "This part of the audit tool is focussed on whether
 19 there has been effective multi-disciplinary working and
 20 that the appropriate professional disciplines have been
 21 involved in the planning for works. The questions could
 22 be applied to individual projects, or they could be
 23 addressed as wider policy issues. Some of the questions
 24 may be thought to overlap. However, this also has the
 25 effect of verifying the prior answers."

204

1 Then I just want to look at section 2.1,
 2 question 2.1:
 3 "When refurbishments and improvement projects are
 4 planned, describe the arrangements that are in place for
 5 ensuring appropriate consultation across relevant
 6 departments and disciplines (whether provided by
 7 in-house staff or external suppliers)."
 8 Do you agree that that was a relevant consideration
 9 for the Grenfell Tower refurbishment?
 10 A. Yes. We'd been through this stage, so this would have
 11 been going backwards. I was looking at going forwards.
 12 Q. Looking at question 2.4:
 13 "What were the arrangements to consult London Fire
 14 Brigade (LFB) on any works that could impact on the fire
 15 precautions of the building (including those works that
 16 do not require a statutory consultation to LFB)?
 17 "If LFB provided advice, is there evidence that the
 18 advice given was acted upon and how is this recorded?"
 19 Again, was that a question relevant to the
 20 Grenfell Tower refurbishment?
 21 A. Well, I knew on Grenfell Tower we were consulting with
 22 the London Fire Brigade and we were consulting with the
 23 health and safety department, and there were meetings
 24 on site with Claire, Janice Wray and
 25 London Fire Brigade.

205

1 Q. Were there any arrangements to consult the LFB in
 2 relation to the external cladding?
 3 A. I don't recall specifically for the cladding, no. We
 4 didn't see the cladding as being something that posed
 5 a risk at that time --
 6 Q. Section 3.1 -- I'm so sorry, I cut across you.
 7 A. Sorry, we didn't see the cladding as something that
 8 posed a risk at that time because we were -- our
 9 expectation was that it was compliant.
 10 Q. Section 3, towards the bottom of the page:
 11 "This part of the audit tool looks at whether the
 12 different elements of a specific refurbishment,
 13 modification or piece of maintenance work were executed
 14 with fire safety in mind. It is recommended that the
 15 questions in this section are applied to Individual
 16 projects. They will help to test whether your policies
 17 and processes work in practice."
 18 Question 3.1:
 19 "Before carrying out the project, what assessment
 20 was made of the impact of these works on the fire
 21 precautions of the premises?"
 22 Did you see that part of the tool at this time?
 23 A. It's possible I did, but my consideration was: this is
 24 important, we need to put it into our plan for future
 25 works, but these issues we had already dealt -- we were

206

1 on site, the design had been completed on Grenfell. So
 2 I would recognise it as a tool, but we weren't --
 3 I wasn't -- I didn't consider going backwards with it.
 4 Q. You didn't consider going back to Exova or Studio E or
 5 Rydon or anybody to say, "Please answer my question,
 6 could you just tell me what assessment was made of the
 7 impact of these refurbishment works on the fire
 8 precautions of the premises", even though this was
 9 a tool that had come from the LFB, it was in your hands
 10 in --
 11 A. Yes, because the design had been completed by this
 12 stage, we were at tender, we had a contract in place,
 13 and that contract was live.
 14 Q. So it was too late; is that right? I mean, are you
 15 saying that it was too late --
 16 A. Well, before carrying out the project, what assessments
 17 were made, so we could have filled this in, but it would
 18 have just been an historic record then.
 19 Q. I suspect that might be the same answer to my next two
 20 questions.
 21 3.7 on the next page {TMO10042956/4}:
 22 "How did officers guard against the use of incorrect
 23 materials? Specifically, how was advice issued by
 24 London Fire Brigade about the effect of accumulated
 25 paint treatments taken into account?"

207

1 Ignoring the second question, as to the first
 2 question, was that something that you thought when you
 3 received this document you should ask?
 4 A. With regard to Grenfell, no.
 5 Q. With regard to Grenfell, yes.
 6 A. No.
 7 Q. Again, is that because it was too late, the project was
 8 under way?
 9 A. The project was under way. I recognise the questions
 10 it's asking, they're relevant, and that was why I was
 11 saying, "Let's put it into our future works programme to
 12 ensure that this is undertaken".
 13 Q. You see, you say it was too late, and yet you do put
 14 your question to Simon Lawrence about the rainscreen and
 15 its fire safety at the spring of 2015, which is
 16 seven months after this document. So why was it not too
 17 late to ask him the question in March/April 2015, as you
 18 say you did, and yet too late to ask the question at
 19 3.7?
 20 A. Sorry, can you --
 21 Q. Yes.
 22 You have told us before that you raised the question
 23 with Simon Lawrence about the inertness of the
 24 rainscreen in March or April 2015.
 25 A. Or earlier.

208

1 Q. Or earlier .
 2 A. Yeah.
 3 Q. True, but you have put it to the point in time, I think,
 4 of after the planning consents had been given in respect
 5 of the change to the windows.
 6 A. Yeah.
 7 Q. If it wasn't too late to ask that question at that stage
 8 of the design process, why was it too late to ask this
 9 question at 3.7, how did officers guard against the use
 10 of incorrect materials?
 11 A. As my previous answer, I think that I was looking at
 12 incorporating this, it was important, and let's look at
 13 it going forwards. I wasn't looking at the schemes
 14 on site. I didn't, rightly or wrongly, give
 15 consideration to something that was -- we had gone
 16 through the design process.
 17 Q. Did you actually look at this tool, now I've shown you
 18 its parts, specifically? Did you actually look at this
 19 tool and connect the questions that were being asked in
 20 it by the LFB with the questions that should be asked in
 21 respect of the Grenfell Tower project?
 22 A. No, I looked at the tool, I recognised these questions
 23 and that was why I asked it to be put into the PEP for
 24 our framework, but I didn't connect it with Grenfell.
 25 Q. You didn't connect it with Grenfell.

209

1 A. No.
 2 Q. Do you accept now that you should have done?
 3 A. It's difficult, because Grenfell was at a -- we were
 4 on site, so this would have been going back over
 5 historic issues and filling it in. I accept, with
 6 hindsight, it would possibly have assisted, I don't
 7 know.
 8 Q. We can see questions 3.9 and 3.14. 3.9:
 9 "How did officers ensure that no materials that
 10 might contribute to a fire were used?"
 11 Again, that was something highly pertinent to
 12 Grenfell Tower, wasn't it?
 13 A. Yes.
 14 Q. And, again, I think you accept you didn't ask that
 15 question?
 16 A. Yes.
 17 Q. 3.14 {TMO10042956/5}:
 18 "Can officers confirm that the completion of the
 19 project resulted in a building that is equally or more
 20 fire safety compliant than they were before the works?"
 21 Just in general terms, did you ever ask for
 22 an assurance that the building was equally or more
 23 fire safety compliant than it was before the
 24 refurbishment?
 25 A. Did I ask that particular question? No.

210

1 Q. In relation to Grenfell Tower.
 2 A. No, but the documentation is quite clear that we were --
 3 we knew that the building had to be compliant with
 4 legislation, and the expectation was that it would be.
 5 Q. Did this list of questions that you received at the time
 6 as part of an LFB-issued audit tool, clearly applicable,
 7 as you accept, to Grenfell Tower, not lead you to ask
 8 somebody, Studio E or Rydon or anybody internally, to
 9 show you the fire strategy report that had been
 10 completed, so you were told, for Grenfell Tower to make
 11 sure that these questions in it had been answered?
 12 A. It did not.
 13 Q. Why is that?
 14 A. I didn't link the two things. I was looking at this
 15 going forward. Grenfell had been designed and was being
 16 constructed on site.
 17 Q. I'm going to turn to a different topic, which is the
 18 tender process and the decision to appoint Rydon, if
 19 I may.
 20 A. Yeah.
 21 Q. Can I start by looking with you at some of what you say
 22 about the procurement process in your first witness
 23 statement. Can we go to page 10 {TMO00000887/10} and
 24 look at paragraphs 48 and 49.
 25 First of all, at paragraph 48, under the heading

211

1 "Procurement", you say:
 2 "Rydon were appointed in May/June 2014 following
 3 an OJEU tendering exercise."
 4 Now, just pausing there, I think in fact it's
 5 correct that they were notified in the March of 2014 and
 6 then contractually bound under a formal design and build
 7 contract dated 30 October 2014.
 8 A. Yes.
 9 Q. That's actually the correct position. You accept that
 10 correction, do you?
 11 A. Yes.
 12 Q. Yes.
 13 Then at 49:
 14 "I along with others was involved in scoring the
 15 tender proposals but otherwise was not involved with
 16 decision-making in relation to procurement. My scoring
 17 input was in respect of the quality proposals and took
 18 into account the abilities of the tenderer to deal with
 19 high-rise building, social housing, residents remain in
 20 situ during refurbishment and cladding."
 21 Then at paragraphs 54 and 55 on page 11
 22 {TMO00000887/11}, please, you say:
 23 "54. I was aware that Rydon had successfully
 24 tendered for the refurbishment work with a tender in the
 25 sum of £8.5 million. They scored highest in terms of

212

1 experience and quality. As with all other tenderers,
 2 Rydon was advised of the £8 million budget for the work.
 3 Their tender contained alternatives but came in above
 4 that budgeted sum and it was envisaged, as is normally
 5 the case, that there would be savings potential to bring
 6 the project within budget.
 7 "55. Such savings could be made in terms of making
 8 changes to the specification or the work activity or
 9 materials. I had nothing to do with these pricing
 10 refinements. The discussions with regard to economies
 11 were managed by Artelia and Rydon."
 12 Now, again, just looking at the 8.5 million, the
 13 8 million budget in fact I think was 8.5-odd for the
 14 construction, wasn't it?
 15 A. (Witness nods).
 16 Q. Yes.
 17 Now, first of all, just having shown you that
 18 evidence in your first statement, I want to ask you some
 19 questions about the OJEU tender process.
 20 A. Yeah.
 21 Q. Before the Grenfell Tower refurbishment project, had you
 22 ever been responsible for the conduct of a public
 23 procurement exercise?
 24 A. I'd been involved in overseeing OJEU procurement, yes.
 25 Q. Overseeing OJEU --

213

1 A. Yeah.
 2 Q. Were you ever the ultimate decision-maker on any project
 3 for any organisation in respect of an OJEU procurement?
 4 A. Not necessarily the ultimate decision-maker, but I have
 5 managed an OJEU process via consultants before.
 6 Q. How many had you been involved in prior to this one,
 7 prior to the Grenfell Tower re-procurement exercise?
 8 A. Back at -- before I was at Old Ford, I was transfer
 9 procurement manager at -- within the centre of the
 10 Circle Group, we had about four or five transferring
 11 authorities coming in to form -- possibly coming in to
 12 form new group members. My role was to look at the
 13 approach to procurement for them and generally to ensure
 14 that there was an OJEU process. So there would have
 15 been four or five different OJEU processes going on,
 16 yes.
 17 Q. I see. So you were reasonably experienced in public
 18 procurement exercises in the construction sector?
 19 A. By the time I left the TMO, I was much more skilled.
 20 Q. Well --
 21 A. Working with Jenny was -- she was an expert. She was --
 22 a very methodical approach. I'd followed the same
 23 approach before, but she was meticulous in how that
 24 approach was applied.
 25 Q. Yes, I'm really interested in before the tender

214

1 exercise.
 2 A. Yeah.
 3 Q. Would you say that you had a reasonable grasp of the
 4 principles --
 5 A. Yes.
 6 Q. -- and obligations imposed by the procurement rules in
 7 respect of contracting authorities when awarding public
 8 contracts?
 9 A. Reasonable, yes.
 10 Q. A reasonable grasp?
 11 A. Yes.
 12 Q. Now, we know that Rydon was ultimately selected in the
 13 OJEU competition.
 14 A. Yeah.
 15 Q. Before we look at that, I just want to ask you about
 16 your knowledge of Rydon before the tender actually
 17 started.
 18 Do you remember that there was a request to Rydon in
 19 the spring of 2013 for Rydon to provide a "quick and
 20 dirty" price check for the Grenfell Tower project?
 21 A. No.
 22 Q. Let me show you an email. It's {RYD00001115}. This is
 23 an email, if we look at the second one down on that
 24 page, page 1, from Robert Powell of Appleyards, so
 25 Artelia, to Steve Blake, 5 April 2013:

215

1 "Steve
 2 "Good talking with you just now."
 3 Then in the third line it says:
 4 "If you would be prepared to venture a check price
 5 against this it would help us - recognising that we need
 6 to agree a usable framework/means of procurement with
 7 RBK&C."
 8 Do you remember that email?
 9 A. No.
 10 Q. Do you remember that request at all?
 11 A. No. I know at that time they were seeking confirmation
 12 of some prices, and this was the time that we were
 13 looking at whether we were going forward with Leadbitter
 14 and whether there were alternative frameworks --
 15 Q. Yes, it was, you're right, and indeed this is about
 16 three weeks before the 23 April 2013 first draft of the
 17 status report that Artelia produced.
 18 Did you ask Artelia yourself to go out and get
 19 a price check?
 20 A. No.
 21 Q. Did you know Steve Blake at this time?
 22 A. No.
 23 Q. Had you heard of Rydon at this point?
 24 A. Yes.
 25 Q. How had you come to hear of Rydon?

216

1 A. I would have assessed them as part of the procurement
 2 I'd done previously.
 3 Q. Did Artelia tell you that they were going to Rydon?
 4 A. No.
 5 Q. Do you know why they did?
 6 A. I've no idea, no.
 7 Q. Do you know who, if anyone, would have instructed
 8 Robert Powell to send this email?
 9 A. I don't know.
 10 Q. Right.
 11 The reference here to agreeing a usable
 12 framework/means of procurement, I know you didn't see
 13 this at the time, but can we take it that you would
 14 agree with me that that means a price check with a view
 15 to using Rydon potentially as a contractor, or at least
 16 having it on the list?
 17 (Pause)
 18 A. I couldn't comment on whether that was -- what the
 19 intention was there.
 20 Q. Right.
 21 A. He was just doing a price check.
 22 Q. Right, okay.
 23 Let's look at the first email. This is from
 24 Steve Blake to Jeff Henton -- and, again, this isn't an
 25 email that you saw at the time -- and he says:

217

1 "Jeff,
 2 "This [is] the Peter Maddison scheme which is right
 3 up our street.
 4 "They are asking for a framework that we are one to
 5 procure to avoid OJEU."
 6 The reference to "the Peter Maddison scheme", can
 7 you throw any light on how Steve Blake -- this is early
 8 April 2013, so many months even before the tender was
 9 put together, in fact even before the decision to
 10 re-procure was made -- why it is that Steve Blake is
 11 telling his boss, Jeff Henton at Rydon, about something
 12 called "the Peter Maddison scheme"? Can you explain
 13 that?
 14 A. No.
 15 Q. Do you know whether Peter Maddison had been talking to
 16 Rydon at this time?
 17 A. I do not.
 18 Q. So you can shed no light on how Steve Blake could have
 19 used that expression?
 20 A. I cannot.
 21 Q. Right.
 22 Can we then turn to discussions in early March of
 23 2014, so we are looking now ahead a year.
 24 Just to bring you up to date with the chronology by
 25 this point, the ITT scores were finalised in late

218

1 February 2014, the bids having come in on
 2 14 February 2014, and the interviews were held on
 3 7 March 2014 --
 4 A. Yes.
 5 Q. -- with a final tender report by Artelia, addressed to
 6 Peter Maddison, 12 March 2014. Right?
 7 A. Erm ...
 8 Q. This is a matter of record, I'm not asking you to
 9 remember.
 10 A. Yeah.
 11 Q. Again, just for your benefit, Artelia gave formal notice
 12 to Rydon that it was the preferred bidder on 18 March
 13 2014, and that then started the standstill period.
 14 A. Correct.
 15 Q. Right.
 16 Now, we understand that there was a Chartered
 17 Institute of Housing conference in Brighton on 4, 5 and
 18 6 March 2014. Did you attend that conference?
 19 A. No.
 20 Q. Now, Steve Blake told the Inquiry that Peter Maddison
 21 did attend it, even though he wasn't on the list of
 22 attendees, and attended it on the periphery. Do you
 23 remember that?
 24 A. No.
 25 Q. Do you remember him going to the conference?

219

1 A. No.
 2 Q. Do you remember anyone from the TMO going to the
 3 conference?
 4 A. No.
 5 Q. We know that Robert Black and Sacha Jevans were on the
 6 formal attendees list. You don't remember them going?
 7 A. Robert and Sacha operated out of a different office from
 8 me, so I wouldn't --
 9 Q. I see. I see.
 10 A. -- be aware of their --
 11 Q. Can we look at --
 12 A. But it wouldn't be -- it was a networking event, so it's
 13 the sort of thing people would go to, but I have no
 14 knowledge of it.
 15 Q. Can we look at {RYD00086648}, please. This is
 16 an internal email from Steve Blake, right at the very
 17 top of the chain, dated 6 March 2014, to Tim Shutler,
 18 copied to Jeff Henton, both at Rydon. Now, I'm not
 19 suggesting you would have seen this email. It says:
 20 "Tim,
 21 "At the Housing conference we had meetings with
 22 senior representatives from K+C and my opinion is that
 23 in the event that we were the [successful] contractor
 24 they would have no issue signing up to a form of
 25 documentation as we suggest."

220

1 Then in the third line :
 2 "We have been informally advised that we are in pole
 3 position - ours to lose."
 4 Then at the end he says:
 5 "We are at interview tomorrow."
 6 Which is 7 March.
 7 Now, you weren't, I think you have told us, among
 8 the senior representatives from K&C at the housing
 9 conference.
 10 Do you know who it was who told Rydon that they were
 11 in "pole position - ours to lose"?
 12 A. I do not.
 13 Q. Well, it must have come from somebody within the TMO,
 14 mustn't it?
 15 A. I don't know.
 16 Q. Well, have you any explanation as to how it was that
 17 Rydon could have been told that by anybody other than
 18 the TMO?
 19 A. I don't have an explanation. I don't know about it.
 20 I wasn't there, and I cannot comment.
 21 Q. No. Well, it wouldn't have come from Artelia unless TMO
 22 had told Artelia .
 23 (Pause)
 24 A. This is 6 March, the day before the interviews, right?
 25 Q. Yes.

221

1 A. Artelia would know because on -- after the interviews,
 2 the following day, am I right, 7 March?
 3 Q. Correct.
 4 A. Philip Booth attended -- sorry, "interviews" is probably
 5 the wrong terminology. There was a presentation, and
 6 that presentation was scored. Philip Booth attended and
 7 scored, and after that part of the process was over,
 8 Philip Booth inputted the scores and showed us at that
 9 stage the -- pretty much the result. There were one or
 10 two things missing, but it was very clear who the
 11 preferred contractor was at that stage.
 12 Q. Exactly, we will come to that.
 13 A. Yes.
 14 Q. I think to cut it through, you can't explain who it was
 15 who informally told Rydon that they were in pole
 16 position?
 17 A. No, but I thought your question to me was: it couldn't
 18 be Artelia because they didn't know, and I'm saying
 19 Artelia did know.
 20 Q. Not on 6 March they didn't, because the interviews
 21 hadn't taken place yet.
 22 A. Well, they did, because they would know the scores on
 23 6 March, with the exception of the presentation
 24 interview score.
 25 Q. Now, the interviews were the next day. Do you agree

222

1 that telling one of the bidders informally that they
 2 were in pole position would have been wholly improper?
 3 A. Yes.
 4 Q. Now, did you know that in fact the discussions within
 5 the TMO about having an offline discussion -- and I use
 6 that word because it's a word that was used at the
 7 time -- with Rydon about value engineering had started
 8 as early as 3 March 2014? Did you know that?
 9 A. I'm aware that there was an internal discussion at that
 10 time to overcome a problem, and that that discussion was
 11 run past Artelia for comments.
 12 Q. Indeed.
 13 A. Yeah.
 14 MR MILLETT: Perhaps, Mr Chairman, we will come to that
 15 tomorrow.
 16 SIR MARTIN MOORE-BICK: Yes.
 17 MR MILLETT: It's as convenient a point as any, but we are
 18 mid-topic, just so no one is under any illusion about
 19 it.
 20 SIR MARTIN MOORE-BICK: Good.
 21 Well, we have reached 4.30, and that's when we would
 22 normally stop for the day, and it's probably been a long
 23 enough day as far as you are concerned anyway, so,
 24 Mr Gibson, we will stop at that point. But I'm afraid
 25 I have to ask you to come back tomorrow to answer more

223

1 questions.
 2 We will resume at 10 o'clock, and as I said before,
 3 please don't talk to anyone about your evidence or
 4 anything to do with it over the break.
 5 THE WITNESS: Okay, thank you.
 6 SIR MARTIN MOORE-BICK: All right? So would you like to go
 7 with the usher now and be back for 10 o'clock tomorrow,
 8 please.
 9 (Pause)
 10 Good, thank you very much. 10 o'clock tomorrow,
 11 please.
 12 (4.32 pm)
 13 (The hearing adjourned until 10 am
 14 on Thursday, 15 October 2020)
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 17
 18
 19
 20
 21
 22
 23
 24
 25

224

1	INDEX	
2		PAGE
3	MR DAVID GIBSON (affirmed)	1
4		
5	Questions from COUNSEL TO THE INQUIRY	1
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
	225	
	226	

A	actually (14) 4:22 8:23 16:2 28:3 66:18 100:14 131:20 149:13 156:12 164:24 209:17,18 212:9 215:16	195:20 197:22 208:16 209:4 222:1,7 afternoon (3) 61:2 120:21 121:12 afterwards (1) 153:18 again (36) 33:15 35:13 44:25 46:7 50:6 51:25 55:9 62:24 76:3 80:25 81:5,15 94:22 96:17,18 101:3 103:5 113:5 121:10 138:24 142:6 152:23 153:15 159:8 162:3,13 164:7 184:22 192:16 205:19 208:7 210:11,14 213:12 217:24 219:11	183:6 188:7 190:15 200:15 204:24 alter (1) 14:5 alternative (9) 92:11 98:24 100:12 104:2,21 105:2 106:2 113:6 216:14 alternatives (2) 113:10 213:3 although (5) 28:16 38:22 108:6 125:13 126:21 altogether (2) 141:6 165:20 aluminium (6) 104:4,16 105:8,22 106:16,17 alun (12) 56:6,22 97:8 98:8,12,14 101:2,5 102:10 118:23 119:20 123:21 always (4) 88:22 168:4 175:20 178:4 amendment (4) 169:5 186:11,12 187:12 amendments (2) 166:25 186:8 american (1) 62:2 amey (1) 200:15 among (3) 31:20 65:10 221:7 amongst (1) 136:13 amount (4) 39:3 48:17 115:20 139:8 analysis (4) 120:9,15 152:14,20 ancillary (1) 44:12 anderson (1) 109:6 andersons (1) 109:21 annual (1) 16:11 another (14) 1:24 32:8,21 46:13 63:18,20 97:8 112:23 137:24 141:6 145:12 149:8 153:3 165:20 answer (28) 38:20 45:21 47:14 50:14 56:17 80:18 87:17 91:20,24 107:9 126:14 146:19 158:5 174:9,11,21 175:3,7,9,14 188:10,19,22 189:2 207:5,19 209:11 223:25 answered (3) 111:6 112:2 211:11 answers (2) 80:7 204:25 anthony (1) 92:22 anticipate (1) 195:14 anticipating (1) 84:12 anxious (1) 118:18 anybody (19) 3:19 20:1,20 30:14 43:3,10 53:17 94:17,24 95:20 96:12 106:20 150:12 155:15 165:5 201:25 207:5 211:8 221:17 anymore (1) 9:3 anyone (18) 20:15 43:7,18 61:6 88:20 93:20 94:9 109:10 116:8 122:15 126:7 146:4 164:15 178:16 188:24 217:7 220:2	224:3 anyones (1) 53:25 anything (23) 17:9 34:6,15 54:2 61:6 65:4 106:18 107:17 109:24 114:20 133:18,19 137:5,9 149:2 158:11 170:6 172:4 173:10,15 178:17 183:11 224:4 anyway (3) 35:14 117:19 223:23 anywhere (4) 91:7 117:17 160:2 185:7 apart (2) 77:18 101:17 appear (5) 2:16 117:17 128:4,5 129:20 appearance (2) 74:13,14 appeared (1) 97:20 appears (2) 64:25 180:24 appended (2) 83:14,14 appendix (1) 201:4 appleyards (10) 93:14,25 94:1 97:3 121:17,22 130:21 131:1 138:11 215:24 applicable (2) 147:11 211:6 applicants (1) 29:9 applied (8) 21:14 27:15 29:12 93:17 177:4 204:22 206:15 214:24 apply (4) 18:9 20:13 30:10 88:1 appoint (15) 65:19 67:5 81:6,13,25 82:6,17,19,25 84:3 161:20 162:15 163:4 164:17 211:18 appointed (19) 30:15 32:11 44:8 47:7,8 52:18,24 53:9 55:15 70:19 77:10 110:22 124:11,20 142:4 144:21 150:15 169:19 212:2 appointing (6) 32:1 66:8 163:17 164:10 165:1 169:2 appointment (19) 4:22,24 18:23 26:10 45:23 53:21 55:21 66:11 69:7 77:2 83:15 87:24 126:17 141:13 145:6,6 150:19,24 162:8 appointments (3) 67:24 149:8 158:21 appreciated (2) 101:21 177:21 approach (7) 93:16 116:19 172:13 214:13,22,23,24 appropriate (6) 16:8 60:22 200:13 201:10 204:20 205:5 approval (4) 25:1 34:5 39:12 84:19 approved (2) 101:14 119:6 april (23) 103:21 120:19 121:7 123:8 127:9	129:10,12 130:11 132:8 138:21 153:9 155:21 163:3,14,18 168:9,19,21 177:1 208:24 215:25 216:16 218:8 aq (2) 7:11,12 architect (20) 5:5,7,9,20,25 6:1 8:22 9:8,10 12:2,10 69:24 70:11 72:5 74:20 76:4 77:25 78:10 105:6 148:2 architectclient (1) 78:19 architects (9) 7:6 8:24 11:25 46:1 53:10 73:9,11 113:6,9 architectural (6) 5:21 6:7 7:7,9 8:11 85:16 architecture (1) 37:6 arcuk (2) 7:4,6 area (2) 45:24 54:22 areas (9) 52:5 54:4 81:17 82:12 83:2 84:11 88:7,17 90:16 arent (1) 63:13 arise (1) 111:16 arm (2) 138:14 139:5 arms (3) 138:12 139:22 140:16 arose (2) 37:16 62:18 around (7) 3:23 28:13 30:4,22 48:23 69:2 157:11 arrangement (6) 23:8 28:21 35:21 43:11 89:16 128:4 arrangements (12) 41:20 42:5 43:15,16 46:5,17 54:20 160:11 204:1 205:4,13 206:1 arrival (7) 44:7 93:23 96:17,20 102:25 114:6 144:13 arrive (6) 96:23 142:23 arrived (32) 20:20 21:23 22:22 23:20,25 41:21 42:10 43:16,18 44:15,23 45:1,9,10 47:21 48:5 56:1,20 93:21 95:9,25 96:11 97:13 98:10 99:1 101:25 130:8 145:10 151:8,10 169:15 187:1 art00001083 (2) 98:3 118:25 art000010831 (1) 127:8 art0000108311 (1) 119:4 art000010832 (1) 121:8 art000010833 (1) 120:19 art000010835 (1) 120:2 art000010837 (1) 119:18 art000010838 (3) 98:5 119:10,23 art000010839 (1) 119:13 art00002256 (1) 153:7 153:19	art00002701 (1) 87:19 art00002752 (2) 79:19 80:20 art000027522 (1) 81:3 art00002797 (1) 161:13 art000027972 (1) 161:17 art00003067 (1) 162:11 art000030672 (1) 162:13 art00003150 (1) 164:5 art000031502 (1) 164:9 art00005911 (1) 101:1 art000059111 (1) 102:7 art000059112 (1) 102:17 art000059113 (1) 101:7 art00006279 (1) 67:15 art0000627911 (1) 79:11 art0000627918 (1) 69:23 art000062793 (1) 70:15 art000062794 (1) 73:6 art000062796 (1) 75:19 art00006418 (1) 136:19 art00006744 (1) 65:8 art000067442 (1) 65:15 art000067443 (1) 65:18 art00008591 (1) 61:23 art00008794 (1) 193:17 art000087941 (1) 195:8 art000087942 (1) 193:20 art00008858 (1) 133:3 artelia (81) 44:8,15 45:14 47:17,20 55:8,15,17,18,20,21,24 56:1,4,11 57:5 60:5,13 61:25 62:1,15,25 64:2,14,25 66:5 67:16 70:2 74:8 79:12 80:3 83:24 94:4 96:6 98:13 101:7 102:1 113:12 116:12 123:16 124:6,19,25 125:17,19 126:3 127:1,9 129:13 132:1,6,8 133:7 135:21 136:7,15 137:15 140:10 141:1 158:19 163:20,25 167:8,16 184:15 185:25 188:3 193:22 213:11 215:25 216:17,18 217:3 219:5,11 221:21,22 222:1,18,19 223:11 artelias (5) 93:25 130:4 138:14 139:5,22 article (3) 170:8 171:5 172:21 asbestos (1) 194:7 aside (6) 46:7 74:14 89:23 147:15 175:11 177:11 ask (59) 1:22 15:2 18:18,22 30:22 37:4 38:4,19 43:18 61:5 62:7 64:18 66:19 73:6 93:10 96:16 100:24 104:18 105:21 106:1,13,24 123:13 131:25 133:1 149:3,24
----------	---	--	---	--	--	--

9:1,5,23 10:18,18,19 11:19 12:7 20:19 21:1 29:14,16 30:3 214:10 circular (1) 170:2 circulated (3) 170:18 173:6 180:5 circulating (1) 104:1 circumstances (1) 78:3 city (1) 197:8 cladding (71) 14:20,22,23,24,25 18:24 49:8,12 50:22 54:4,11 86:16,25 88:1,24 89:17 90:9,15,23 92:8,11 93:15,18 94:17,25 95:1 98:24 99:3 102:20 103:2,16 104:2,21 106:17,17 107:7 155:20,25 156:3 157:3,5,6,15,19,22 166:20,21 168:5 170:19 175:13,20 178:2 179:25 180:6 185:15,17,18 186:10 189:1 193:25 194:2,7 195:12,12,23 196:1 206:2,3,4,7 212:20 claims (2) 127:19 128:1 claire (65) 22:11 29:2,8,16 30:14 31:12 32:21 33:13,18 34:8,12,16,18,24 35:6,15,25 36:17 62:5,12,12 64:4,10,14 65:25 66:13 67:5 68:10 69:6 80:23 81:25 82:6,10 84:10 87:20 88:13,15 89:3,8,11 90:6 138:5,10 146:13 153:12 157:10 161:6 185:4 190:12 192:18 193:16,25 194:21 195:21,21 196:21 197:20,21 198:3,19 199:9 202:1,6,10 205:24 claires (2) 190:5 199:10 clarification (4) 52:16 68:5 195:15,25 clarified (1) 115:5 clarify (5) 42:8 44:24 115:3,8,16 clarity (3) 139:18,20,21 clash (2) 16:5 17:19 clause (2) 38:24,25 clear (34) 7:19 19:7 40:5 56:5 58:3 108:12,19 109:3,12 113:16 115:15 123:10,20 138:21 139:13 141:14 146:6 152:25 160:21 167:20 175:1 180:19 182:15,19 184:20 187:9,18 188:20 189:8,11 202:18 204:5 211:2 222:10 clearer (2) 124:1 139:10 clearly (9) 2:4 71:25 101:18 109:13 184:6 196:4 201:15,20 211:6	clerk (2) 49:18 72:15 client (62) 11:9,13,16,17 16:13,22 28:19,24 32:4,15 33:2,21 36:23 37:1,10,19 41:10,11 52:3 54:21,23 57:22 59:2 61:21 62:15 63:5,14 64:7 65:19 66:3,8,12 67:6,17 70:3 73:13,20 81:6,13,25 82:7,25 83:12 87:10 102:13 105:5 124:14 125:14 145:5 147:17 150:18,19 151:2,4,19,20 160:6 162:24 163:23 177:23 183:12 195:15 clients (5) 50:12 63:9,12 80:4 91:4 clientside (1) 124:14 climbers (6) 166:19 168:25 186:17,19,21 187:2 clock (1) 118:14 close (1) 54:8 closely (1) 58:21 club (11) 81:19 82:13 84:14 86:1 88:8,18,23 90:17 114:25 115:5,19 clue (1) 119:21 coated (2) 104:4,16 cold (1) 108:17 collecting (1) 104:1 combustible (1) 198:16 come (33) 9:15 19:15 20:9 23:22 28:12 38:2 43:19 44:14 50:13 61:3 63:21 96:14 101:21 105:22 106:2,11 107:19 117:25 122:8,14 123:8 163:2 178:15 189:4 197:21 207:9 216:25 219:1 221:13,21 222:12 223:14,25 comes (3) 54:3 79:13 201:3 comfortable (6) 1:13 34:21 84:10 88:14 92:6 115:16 coming (9) 1:19 3:19 72:18 101:15 117:9,18 143:13 214:11,11 command (1) 22:8 commence (1) 187:17 comment (11) 58:23 59:4,8 82:12 84:21,23 85:8 120:24 175:6 217:18 221:20 commenting (1) 81:18 comments (8) 85:5,9,10,11,13 90:2,3 223:11 commissioner (1) 200:20 committed (1) 115:6 committee (1) 173:1 common (2) 54:5 199:21 communicate (1) 27:18 communicated (1) 27:18	communicating (1) 24:16 communications (1) 146:9 community (1) 190:6 compare (1) 130:4 comparison (1) 48:8 compartmentation (1) 197:9 competence (1) 13:2 competent (3) 51:10 52:5 53:15 competently (1) 51:17 competition (1) 215:13 compiling (1) 12:17 complete (4) 142:1 147:16 154:19 159:3 completed (17) 153:22 154:11,14 155:10,11,13,15 156:1 157:2,5,9 158:23 159:1 164:21 207:1,11 211:10 completely (4) 167:10 170:23 180:10 188:25 completion (1) 210:18 complex (6) 32:4,14,25 47:23 116:14,15 complexities (1) 63:7 complexity (1) 54:3 compliance (12) 51:3 58:11 70:21 71:2,5 105:14 147:13 152:10 157:24 159:25 176:7 181:9 compliances (1) 147:4 compliant (10) 49:16 71:7 86:9 105:13 107:17 162:24 206:9 210:20,23 211:3 comply (1) 195:13 components (2) 177:10,25 composite (1) 105:22 comprised (2) 177:3,25 compromise (1) 201:7 compromised (2) 73:24 201:1 concepts (1) 100:17 concern (8) 47:6 51:22 108:15 109:2 162:19 167:2 198:10,16 concerned (9) 26:25 27:3,9 47:10 97:1 163:16 180:23 203:25 223:23 concerns (9) 58:23 59:5,8 62:9 88:6 90:16 166:12 170:20 180:7 conclusion (1) 97:11 concrete (1) 177:4 conduct (2) 42:3 213:22 conference (6) 219:17,18,25 220:3,21 221:9 confidence (1) 184:1 confident (3) 54:10 182:9,11 confirm (10) 3:15 55:21,23 60:2 67:22 96:3 121:13 152:20 153:3 210:18 confirmation (2) 169:4	216:11 confirmed (3) 32:20 152:13 158:17 confirming (1) 158:21 conflict (1) 112:24 conflicting (1) 97:20 confused (1) 90:11 confusing (2) 90:13 196:17 confusion (2) 97:25 123:11 connect (4) 158:5 209:19,24,25 connection (1) 170:8 conscious (1) 120:22 consensus (2) 136:13 138:19 consent (1) 157:14 consents (1) 209:4 consequence (1) 201:6 consider (8) 66:8 156:23 168:6 201:6 202:20,25 207:3,4 consideration (8) 72:12 75:16 80:15 94:22 107:18 205:8 206:23 209:15 considerations (4) 14:11,21 97:15 203:11 considered (10) 28:1 57:6 93:19 97:24 99:8 129:21 148:12 152:11 177:6 178:3 considering (3) 62:8 96:1 201:13 construct (1) 86:22 constructed (2) 182:25 211:16 constructing (1) 87:6 construction (26) 11:16,18 31:24 37:17 56:15 71:12 78:11 85:17,18,19 90:3 95:12,22 121:20 125:16 129:18 131:3,6,10,11,21 148:8 175:24 176:13 213:14 214:18 consult (2) 205:13 206:1 consultant (10) 44:8 55:15,19 57:12 68:11 163:18 164:10,17 165:2 181:14 consultants (25) 13:5,7 16:21 28:20 46:2 49:3,18 50:1,17 51:9,18 52:4,17,23 53:3,5 97:23 110:11 154:18 159:17 161:20 162:8,15 163:5 214:5 consultation (3) 31:7 205:5,16 consulting (2) 205:21,22 contact (5) 153:23 160:13 165:11,14 200:14 contacting (1) 160:22 contain (1) 34:1 contained (5) 26:2 50:9 69:24 92:25 213:3 containing (1) 176:23	contains (1) 147:12 contemporaneous (1) 140:17 content (1) 38:12 contents (3) 3:16 147:2,3 context (8) 3:22 50:4 111:3,4 126:8 139:7 187:21 188:25 continue (5) 1:4 57:7 61:4 77:24 78:19 continued (3) 77:11,15,17 continues (2) 89:3 172:16 continuing (3) 12:16 160:16 161:7 contract (25) 56:14 57:9,12,14,18,21,23 58:8 59:1 63:1 71:9,23 77:4 78:20 91:7 126:4,9,23 154:17 160:6 163:13 181:10 207:12,13 212:7 contracted (1) 76:18 contracting (1) 215:7 contractor (44) 4:15,16,19 33:13,20 44:22 45:3 46:19 47:11 55:18 57:22 59:24 60:17,18 63:1,17 73:10 76:12,22 78:9 79:2,3 85:9 86:7,21 87:4,16 110:13 116:17,20 117:17 127:14 129:4,7 159:5,6,24 162:22 163:7,22 183:7 217:15 220:23 222:11 contractors (40) 13:5 23:8 28:20 41:22,24 42:2,12,17,23 43:5,19 45:25 46:1,2,6,10,25 47:7 49:17 50:17 51:9 52:4 58:5,25 59:14,17,19,22 84:22 85:1 87:8,12 110:11 149:25 153:8 154:15 160:19 163:9 170:16 180:3 contracts (6) 13:6,7 25:1 39:1,9 215:8 contractual (11) 28:20 57:11 60:2 72:9 86:6,19,20 89:23 125:18 128:4 160:11 contractually (6) 60:5 63:11 83:17 89:1 91:6 212:6 contribute (1) 210:10 contributed (1) 166:16 contributing (2) 169:24 172:22 control (2) 49:19 199:25 controls (2) 147:11,14 convenience (1) 120:8 convenient (3) 122:6 178:7 223:17 conversation (8) 64:21 73:25 83:21 89:7 107:10 108:24 137:15 144:18	conversations (1) 145:9 conversion (1) 9:18 coordinate (3) 58:25 59:17,19 coordinating (1) 59:21 coordinator (4) 55:19 57:13 58:22 60:13 copied (11) 102:14 103:11,22 119:21 121:10 133:7 136:20 193:18 194:18 197:4 220:18 copies (4) 189:19 190:3 191:20 192:7 copper (1) 102:22 copy (11) 156:21 179:17,19 181:2 185:3,24 186:2 189:22 191:5,9 192:16 copying (1) 195:22 core (1) 176:19 coroner (2) 169:11 173:9 corporate (1) 200:16 correct (31) 4:1,7,17 5:15,18,23 7:2,21 21:25 22:2,4,7,12 42:8,9 86:19 119:17 134:18 145:23 146:8 148:6 155:23 173:14 191:17 195:6 199:17,18 212:5,9 219:14 222:3 correction (2) 46:8 212:10 corrections (1) 3:15 correctness (1) 60:14 correspondence (1) 200:8 cost (28) 35:11 42:1 55:19 59:2 79:16 93:13,25 94:11 97:4,18,22 99:10 101:14 105:3 106:7 107:15 110:12 111:22 112:8 117:12,13 119:6 120:9,15 121:20 130:22 132:20 157:23 costing (1) 42:3 costings (1) 71:20 costs (18) 57:12,15,17 71:21,22 93:14 94:17 95:12,12,18,21 116:2,6 117:19 118:1 130:4,4 194:3 couldnt (6) 60:6 169:3 186:10 187:11 217:18 222:17 council (4) 5:10,21 6:6 39:2 counsel (2) 1:16 225:5 counterfactual (1) 55:1 country (1) 19:2 couple (1) 35:8 course (9) 1:22 2:9 20:9 21:7 99:23 105:23 129:5,8 189:19 cover (2) 74:9 84:11 coverage (1) 83:17 cpd (3) 12:15,18 13:8 create (1) 167:9 created (1) 166:16 crept (1) 123:11	critical (4) 51:8 52:2 109:6 167:9 criticism (4) 109:10,14,16,20 cross (1) 19:18 crossover (1) 125:24 crown (2) 99:12 100:10 culmination (1) 73:3 curious (1) 106:3 current (6) 98:17 121:17,23 130:21 132:18 172:13 currently (4) 80:7 93:12,16 101:13 curtain (1) 177:4 curtains (2) 63:4 158:18 custodian (1) 62:6 customer (1) 33:21 cut (7) 28:9 99:22 124:16 137:14 196:3 206:6 222:14 cutting (5) 78:16 100:22 130:6 171:8,10 cv (2) 69:24 70:4 cw (7) 65:19,22 81:6,7,8 82:2,25 cycle (1) 71:20 cyclical (1) 23:3
--	--	---	---	--	---	---

engagement (2) 124:2 134:13	63:10 67:19 72:8 105:22 143:3,4,5,14 145:8,14 175:12 177:6 179:19 183:17 188:24 197:18,21 210:21 213:22 214:2	exovas (5) 141:19 150:12,18 151:6 160:6 expect (5) 58:5 59:25 60:17 183:23 185:3 expectation (7) 81:17 181:7 191:19 192:15,22 206:9 211:4 expected (8) 64:19 81:13 86:5 136:2 139:16,17 147:17 181:17 expecting (11) 76:13 92:6 105:12 107:16 114:11 135:23 137:17 138:18,20 139:9 140:2 expeditious (1) 57:7 experience (31) 3:22 10:10 11:15 14:20 21:15 27:2,12,14 28:2,10,11,18,23 30:20 31:5,6 32:3,13,24 33:6 49:12 54:6,7 70:12 71:22 72:5 74:24 75:2,6 200:25 213:1 experienced (7) 28:1 33:16 34:8 52:7 75:9 116:20 214:17 experiences (1) 18:7 expert (2) 74:20 214:21 expertise (9) 36:18,21,22 37:8,11 38:3 49:6 50:19 74:16 experts (1) 49:3 explain (13) 66:1 83:22 85:2 108:12 109:3,13 117:18 148:23 151:16 184:19 198:10 218:12 222:14 explained (4) 21:10 37:7 64:20 148:2 explanation (5) 84:1 190:23 191:14 221:16,19 explore (1) 168:11 explored (1) 116:23 expressed (2) 132:17 162:19 expressing (2) 91:2,9 expression (5) 38:4 58:4 59:9 126:9 218:19 expressly (2) 91:22 94:24 exterior (2) 18:24 152:22 external (9) 74:12,17 75:14 101:16 152:10,13 186:25 205:7 206:2 extremely (3) 72:6 74:19 77:24	fair (6) 23:17 37:14 118:10 139:3,24 193:13 fairly (2) 118:24 203:17 familiar (9) 38:14,16 63:2 89:6 90:20 103:13 118:25 119:8 121:21 familiarity (2) 90:7,25 far (11) 31:24 32:4 40:1 46:9,23 69:12 96:2 141:14 171:13 181:14 223:23 fatal (1) 173:7 features (1) 14:15 february (40) 3:4,24 4:5 19:8 25:7 42:10 45:1 47:21 48:18 67:16,21 68:4,20,23 69:2 72:20,21,25 77:21 81:23 83:6,10,15 84:2 92:15 96:11 97:13 98:4,8 101:2,6 103:6 118:24 119:2,3 142:8 144:13 197:1 219:1,2 fee (4) 62:6 97:18 127:19 128:1 feedback (1) 183:9 feel (9) 24:12 48:7 80:1 83:25 90:22 91:3 116:10 150:2 200:13 fees (8) 79:12 91:17,23 120:10,11,11 131:22 150:13 fell (2) 50:3 97:19 felt (6) 72:14 73:23 74:3 90:24 148:19,21 few (6) 8:25 91:14 142:6 161:13 182:19 195:20 fifth (2) 110:2 129:16 figure (5) 94:14 95:10 129:18 131:9,10 figures (7) 95:16 101:14 102:12 118:10 119:7 129:20 130:7 file (3) 185:1 189:22 192:6 files (1) 167:19 filing (1) 192:4 fill (1) 75:13 filled (1) 207:17 filling (1) 210:5 final (4) 3:10 84:19 157:15 219:5 finalised (3) 125:9 182:14 218:25 finally (1) 157:19 find (5) 8:16 20:20 149:12 184:16 193:7 findings (1) 200:8 finger (1) 13:2 finish (2) 21:17 178:9 finished (1) 79:1 fire (129) 13:21 14:3,4,5,8,11,21 15:12,21 16:8 17:8 18:2,14,19 141:12,12,14,25 142:13,16 143:7,17,21 144:21,23 145:16 146:16 147:3,12,12,18,21,23,24	148:4,4,7,11,15,18 149:4,5 150:5,8,10,13 152:1,10,13 153:22 154:12,12,14,21,24 155:1,5,11,16 156:2,5,9,14,15 157:1,6,10,18 158:23 159:1 160:17 161:1,7,21 162:8,16 163:5,17 164:10,17 165:1 166:14,16 167:13 168:4,14 170:10,18 171:18,24 172:17,19,22 173:7 180:5 181:3,6,13 185:18,20 195:25 197:5,7,8 200:9,14,20 201:1,5,7,13 202:20,25 203:23,25 204:1 205:13,14,22,25 206:14,20 207:7,24 208:15 210:10,20,23 211:9 fireretardancy (1) 185:15 fires (8) 13:23 18:24 19:21,22,24,25 20:1,6 firm (3) 70:25 181:23 182:2 first (92) 2:18,20,22 4:2 5:2,16,20 7:22 8:2,15,16,23 10:23 20:10,12 26:8,9 27:25 29:5,11 36:14 38:6 39:22 40:13 41:3,16 48:25 52:17 54:1,6 55:9,25 56:19 57:2 62:18 63:12 64:23 65:10 67:18 84:8 92:23 102:6 119:2 127:13,21 131:12 133:15 140:20 141:9,19 143:1,6 145:18,20 146:18,22 149:15,16,17 159:9,12 165:21 166:10,11 168:12 171:14,17 172:1 180:14 182:18,19 183:5,21 185:7,9 186:13 188:1,6 190:6,8 192:14 193:16 197:3 203:17,24 208:1 211:22,25 213:17,18 216:16 217:23 fit (5) 32:23 59:25 78:11 116:17 166:10 fitment (1) 49:13 fitout (1) 101:16 fitted (5) 14:6 166:20,23 176:5 177:2 fitting (7) 114:24 176:9,24,25 177:20 182:12 187:17 five (8) 9:20 21:21 30:16 118:17 178:10 193:10 214:10,15 flag (1) 204:5 flame (4) 194:5,8,22 195:14 flats (11) 9:13,19 10:3 13:24 29:20 88:7,17,23 89:12,14	90:16 floor (1) 35:19 floors (3) 84:15,24 85:21 flue (6) 166:16 170:20 172:2,12,19 180:7 flush (1) 166:22 focus (6) 14:2,3 31:16,17,20 71:24 focused (4) 47:20 69:1 71:21 172:21 focusing (1) 15:21 focussed (2) 44:9 204:18 folder (1) 2:14 follow (20) 6:19 7:3,8 11:12 14:18 26:4 35:24 36:20 69:18 79:10 82:15 83:22 85:24 86:12 109:23 112:25 126:18 134:19 138:3 181:21 followed (1) 214:22 following (17) 23:6 38:12 44:12 70:22 74:9 98:21 99:19 130:18,19 133:2 166:13 168:14 170:18 180:5 195:13 212:2 222:2 follows (1) 119:25 ford (7) 10:16,19 12:8,13 21:19 32:7 214:8 fordham (1) 63:5 forgive (1) 160:1 forgiven (1) 146:22 form (9) 38:12 105:9,11 126:23 167:24 168:3 214:11,12 220:24 formal (10) 55:23 56:12,13,23 85:7 124:21 125:18 212:6 219:11 220:6 formally (1) 83:13 former (1) 9:18 forthcoming (1) 118:1 forward (23) 4:18 24:18 27:20 56:8 62:5 64:5 76:10 110:11 123:23 124:4 129:15 153:24 157:13 160:14,23 161:10 162:6 183:1 189:14 201:25 202:13 211:15 216:13 forwarded (2) 200:15 201:23 forwarding (1) 200:12 forwards (3) 41:2 205:11 209:13 found (2) 73:24 197:17 four (11) 2:13 7:22 84:15 85:25 118:18 171:17 183:15 193:10 197:9 214:10,15 fourth (11) 3:9,10 5:15 36:16 42:7 46:8 52:14 55:12 134:1 170:14 171:19 frame (2) 14:7 97:9 framework (11) 46:4 52:25 116:16,24 118:3 120:24 197:13	202:10,12 209:24 218:4 frameworkmeans (2) 216:6 217:12 frameworks (1) 216:14 free (3) 18:4 79:22,23 freedom (1) 39:10 fresh (1) 117:10 front (3) 2:15,16 158:8 fulfilled (1) 58:8 fulfils (1) 60:2 full (2) 97:9 99:19 fully (1) 85:22 fundamental (5) 129:17,22,23 130:2 132:19 fundamentally (1) 136:25 funding (1) 133:9 funny (1) 199:1 further (11) 3:3 23:15 37:4 59:14 106:18 107:16 115:21 139:21 160:11 179:12 187:16 future (10) 23:16 152:14,20 202:4,17,18 203:10,12 206:24 208:11		
					G			
						gain (1) 10:11 gap (10) 93:24 94:6,13 101:19 166:15 171:24 173:12 174:12 175:21 176:16 gaps (2) 83:17 118:1 garnock (1) 19:12 gas (1) 133:9 gave (7) 26:1 27:21 40:19 75:5 194:14 197:18 219:11 general (13) 5:1 15:11 16:13 41:7 42:9 57:21 85:16 101:16 136:13 137:19 148:14 201:8 210:21 generally (12) 16:21 17:9 18:5 20:2 28:19 39:8 173:19 189:15 191:21 192:10 193:4 214:13 generic (3) 27:6 28:17 32:16 generically (1) 27:8 gents (1) 101:9 get (30) 2:2 27:5 30:19 45:15 69:19 70:8 73:15 90:22 93:14 94:5 95:1 111:7,7 112:3,3 116:17 120:18 122:13 132:16 138:15 139:5 140:2,23 157:18 160:2 162:25 191:19,19 195:25 216:18 getting (16) 48:11 70:18 74:4 80:7,10 94:8 95:7 125:10 135:3 139:23 141:22 149:20 150:23 156:23 177:7 182:25 gibson (42) 1:8,10,11,17 13:20		

programme (20) 21:8 24:25 37:15 57:16 59:2 67:11 92:19 107:22 119:25 120:7 132:20 134:6,24 135:1,7 177:18 187:16,16 203:11 208:11	22:18,19,20,22,25 23:1,4,10,13 25:24 27:6 30:2 40:2 48:1,9 201:14 202:21 203:12 204:4,22 205:3 206:16 promoted (2) 73:14 116:16 prompted (1) 173:11 pronunciation (2) 199:18,19 proper (3) 127:20 128:2,22 properly (3) 128:6,9,18 properties (14) 6:4,10,10,11,12,16,23 11:1,2 21:22 39:19 40:11 106:16 147:19 property (6) 8:25 11:6 15:12 63:14 200:11,16 proposal (24) 62:5,15 63:21 64:2,5,10,15,17,18 65:1,4,6 66:2,17 67:15,16 69:13,14,16,20 76:21 79:12 81:23 83:5 proposals (10) 59:14 62:6 76:9 84:22,23 85:8 92:7 154:15 212:15,17 propose (1) 63:22 proposed (11) 4:16 46:3 70:11 98:15 116:2 147:3,7 152:11,21 185:16,17 proposing (3) 70:2 100:2 152:6 proposition (4) 52:2 60:8 83:13 140:9 protect (4) 54:21 62:25 87:10,14 protecting (1) 204:1 provide (11) 9:19 28:5 44:9 57:16 59:11 63:5 71:12 75:24 135:21 179:12 215:19 provided (5) 16:2 66:19 141:15 205:6,17 providing (2) 129:13 165:15 provision (1) 39:6 public (7) 46:5 71:20 169:9 201:8 213:22 214:17 215:7 publication (1) 170:1 published (1) 30:18 pulse (1) 13:2 purpose (6) 60:1 96:5 135:25 148:20,21,24 purposes (1) 177:12 pursue (1) 40:23 pushing (1) 83:24 putting (4) 2:12 60:8 196:22 202:9	9:2,4,8,10,21,23,25 10:3,6,8,14 11:3,7,10,12,14,20,24 12:4,7,11,15,20,22,25 13:11,13,17,19,25 14:2,9,14,18 15:1,19 16:6,16,19,23 17:1,4,7,15,17,21 18:1,9,12,17,22 19:5,10,12,14,20,25 20:4,8,18,20 21:2,19,23 22:1,3,5,8,10,13,17,20,22 23:12,17,25 24:3,7,9,15,19,22 25:3,7,10,13,15,19 26:4,8,19,21,24 27:8,15,21,24 28:9,22 29:1,5,11,21,23,25 30:2,9,13,21,25 31:16,19,24 32:3,10,13,24 33:3,6,11 34:3,11,16,18 35:3,15,17,19,21,23 36:8,12,14,25 37:6,11 38:16,18 39:8,14,21 40:16,18,22 41:6,12,14 42:19,21 43:3,8,10,14,18,25 44:2,4,20,25 45:6,8,17 46:21,23 47:3,5,12,14,23 48:1,4,7,14,16,22 49:12,25 50:13,19,22,24 51:1,3,6,24 52:7,9,12 53:8,17,20,24 54:6,13,15,17,23,25 55:7 56:4,10,17,22 57:1,24 58:2,9,15,18 59:16,23 60:4,11 62:14,19 63:20,25 64:10,14,17,22 65:3,5,13,15,22 66:10,15,17,22,24 67:2,4,10,15,21 68:3,7,14,17,19,22,24 69:1,4,11,18,22 70:2,7,14 71:5,11,15 72:4,13,20,22,24 73:3,6 74:1,7 75:3,5,10,12,18 76:3,15,17,20 77:7,9,14,20 78:7,16,18,23,25 79:6,10,19 80:16,25 81:3,12,21 82:15,17,20,22 83:4,8,11,20,22 84:1,5,13,17 85:2,6,14,16,19,24 86:3,10,12,23,25 87:2,10,17,19 88:5,11,19,21 89:3,10,17 90:4,13,19 91:10,13,19 92:10,14,17 93:3,9 94:8,16,23 95:3,11,13,17,20,24 96:10,16,25 97:17 98:1,12 99:5,22 100:14,20,24 101:13	102:5 103:2,6,9,15,19 104:7,10,15,18,20 105:5,10,19,21 106:1,9,19,24 107:4,9,12,19 108:9,23 109:2,6,11,16,20,24 110:2,14,19 111:4,11,15,24 112:7,12,25 113:15,19,23 114:1,20 115:12,21 116:1,4 117:9,14,20,22 119:10,18 120:14,18 121:7 122:1,3 123:16,19 124:5,9,16,19,23 125:3,5,18,22 126:3,6,8,12,18,20 127:1,4,6,17,24 128:6,11,17,20,24 129:1,10,16 130:6,10,17,25 131:6,9,14,19,24 132:5,10,13,15,23,25 133:9,18,21,25 134:15,17,19,21,23 135:6,10,15 136:7,15,18 137:9,14,18,25 138:3,24 139:1,3,20 140:6,8,14,16,24 141:5 142:6,10,13,19,21 143:1,4,6,10,12,23 144:2,7,9,11,13,17,22,25 145:3,8,13,24 146:6,9,17,22 148:1,14,21 149:3,9,11,15,22,24 150:4,12,16,18,21,23 151:2,4,9,20 152:8,18,24 153:1,6,12,15,18 154:2,4,8,11,21,25 155:9,18,25 156:9,12,19,24 157:1,8,13 158:1,3,5,8,14,16,22,25 159:8,12,15 160:1,12,16,21,25 161:5,11,24 162:1,4,7,10,19 163:1,9,13,16,25 164:2,4,14,19,22,24 165:4,7,9,14,17,19,25 168:17,21 169:8,15,17,19,21 170:5,11 171:6,10,13,17,22 172:1,4,8,10,16,24 173:15,18,23 174:5,18 175:19 176:12,21 177:1,9,15,23 179:10 180:19,22 181:13,19,21 182:2,4,8,13,22,24 183:25 184:4,8,15,19,22 185:4 186:14,16,20 187:4,19,21,24 188:1,5 189:9 191:1,3,5,7,9,11,17,22,24	192:3,18,24 193:2,11,15,25 194:14,17,20,24 195:2,4,7 196:7,9,12,17,20,25 197:11,15 198:1,7,9,13,15,20,22,24 199:1,4,6,14,22 200:2,5 201:18,20,23 202:6,8,18 203:3,6,9,13,15,20,22 204:9,11,14 205:12 206:1,6,10 207:4,14,19 208:5,7,13,21 209:1,3,7,17,25 210:2,8,14,17 211:1,5,13,17,21 212:9,12 213:16,21,25 214:2,6,17,20,25 215:3,6,10,12,15,22 216:10,15,21,23,25 217:3,5,7,10,20,22 218:15,18,21 219:5,8,11,15,20,25 220:2,5,9,11,15 221:13,16,21,25 222:3,12,14,20,25 223:4,12 qs (3) 57:12 59:19 127:4 qualifications (4) 3:21 7:1 31:24 106:13 qualified (8) 5:5 12:2,3 70:11 72:5 76:4 77:25 148:2 quality (3) 34:7 212:17 213:1 quantities (1) 130:20 quantity (1) 55:22 queens (1) 5:6 queried (1) 69:17 queries (1) 133:23 query (9) 36:5 54:19 177:21 182:6 185:16 198:19 199:9,12,13 question (82) 1:23,24 18:1 27:8 35:4 38:2,19 44:24 45:18 46:21,23 47:12 48:3 49:24 50:14 51:25 53:5,20 63:23 64:1,3,6 74:14,21 80:6 82:5 91:20,22 94:8 95:13 106:1 111:4,6,15 112:2 117:12,13 128:3,17 138:24 143:14 151:4 163:25 164:24 167:13 174:7,10,19 175:1,5,8,10 176:1,8,11 184:22 188:18,21,24 194:21 196:13 198:1,4 199:2 203:20,22 205:2,12,19 206:18 207:5 208:1,2,14,17,18,22 209:7,9 210:15,25 222:17 questions (34) 1:16,22 18:18 37:4,13 38:4 80:17 105:14 114:13,23 123:16	127:18,19,25 128:2,3,21 131:25 173:23 197:2 204:21,23 206:15 207:20 208:9 209:19,20,22 210:8 211:5,11 213:19 224:1 225:5 quick (2) 195:11 215:19 quickly (4) 80:17 132:3 135:17 161:14 quite (22) 4:21,24 28:14 51:25 63:14,15 78:12 132:2 138:12,15,21 139:5,22 140:16 161:14 183:1,14,18 186:7 187:18 203:4 211:2	reading (6) 160:3 167:17 169:23 186:1 189:25 191:7 ready (5) 24:20 61:16 123:1 179:2 187:3 realisation (1) 176:15 realise (3) 110:12 176:3 181:12 reality (1) 163:14 really (10) 9:3 18:1 25:15 53:10 56:17 97:24 102:11 145:3 177:9 214:25 rearrange (1) 17:21 reason (10) 51:19 53:15 83:8 90:8,13 112:12 168:6 176:8 182:13 185:2 reasonable (5) 115:19 118:11 215:3,9,10 reasonably (2) 76:9 214:17 reasons (2) 64:20 117:25 rebuilding (1) 45:23 recall (70) 13:22 15:7,12 17:3 19:11,13,23 55:16 66:10,13 67:25 68:8 69:1 70:1 77:16 78:6 83:12,21 88:13,14 100:11,11 103:4 104:23 109:1 120:17 127:23 128:25 130:6 140:21 141:16 143:11 144:18 155:17 161:24 162:18 164:15 165:3 166:5 167:16,17 168:7,25 170:7 171:12 172:20 174:7,13 179:15,16 185:13,19,25 186:2 188:2,24 189:8,21 190:10,11,12,13,21 191:12,24 192:11 194:25 203:14 204:10 206:3 recalled (3) 170:17 180:4 188:5 recalls (1) 189:6 recapping (2) 143:18,24 receive (6) 10:14 14:10 15:21,22 168:1 192:7 received (22) 14:19 16:8 20:4 66:24 67:23 68:15 105:24 116:1 127:22 167:25 179:19 183:21 186:11,12 187:12 192:14,16,19 197:1 201:18 208:3 211:5 receiving (3) 15:7,12 184:13 recent (2) 5:15 169:22 recently (3) 3:13 166:13 168:13 recipient (2) 13:11 200:7 recognise (9) 69:7 144:19 154:3,4,6,10 172:6 207:2 208:9 recognised (1) 209:22 recognising (2) 112:20
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