

OPUS 2

INTERNATIONAL

Grenfell Tower Inquiry

Day 55

October 19, 2020

Opus 2 International - Official Court Reporters

Phone: +44 (0)20 3008 5900

Email: transcripts@opus2.com

Website: <https://www.opus2.com>

1 Monday, 19 October 2020
 2 (10.00 am)
 3 SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to
 4 today's hearing. In a moment we're going to continue
 5 hearing evidence from Claire Williams of the Tenant
 6 Management Organisation, but before we do that, there is
 7 something Mr Millett needs to deal with.
 8 Yes, Mr Millett.
 9 MR MILLETT: Good morning, Mr Chairman. Yes, there is,
 10 I'm afraid.
 11 At 16.40 pm on Friday afternoon last week,
 12 the Inquiry received a letter from Kennedys, the
 13 solicitors for the TMO, that they had been informed by
 14 Peter Maddison that morning, and I quote:
 15 "Having watched the evidence of his former
 16 colleagues at the Inquiry, and in particular the
 17 questions asked of them as to whether minutes or notes
 18 of the meeting with Rydon on 18 March 2014 had been
 19 made, he decided to check his notebooks to see whether
 20 he had made notes of that particular meeting. This was
 21 the first time that [Kennedys] were made aware that
 22 Peter Maddison had hard copy notebooks in his possession
 23 at his house."
 24 At our immediate request, Kennedys scanned the
 25 contents of the notebooks to us and did so over the

1

1 weekend, and they delivered the hard copies to us here
 2 at the Inquiry this morning, at about 8 am.
 3 Mr Chairman, Madam Istephan, here they are.
 4 You can see from this pile that there are in fact
 5 eight daybooks and five diaries spanning the years from
 6 23 January 2013 to 10 May 2017. They run to some
 7 300 pages or so of often dense manuscript notes. They
 8 cover all of Mr Maddison's work while he was at the TMO
 9 during that period, and they are not only about
 10 Grenfell Tower, but they certainly include material
 11 about Grenfell Tower.
 12 Now, thanks to the strenuous efforts of my team over
 13 the weekend -- and in particular Andrew Kinnier QC,
 14 Adam Gadd and Emma Hynes of junior counsel, and
 15 Victoria O'Brien and Erica Berki of the Inquiry
 16 solicitors -- they have been read. They plainly contain
 17 material of the utmost relevance. Subject to a speedy
 18 redaction process that will start immediately, they will
 19 be disclosed to core participants as soon as possible,
 20 I'm hoping during the day today.
 21 Two things follow from that, both of which are
 22 obvious.
 23 First, both Kennedys and Mr Maddison are going to
 24 have to give clear and convincing explanations of why
 25 these documents were not disclosed to the Inquiry, and

2

1 nor, so far as we can tell, to the Metropolitan Police,
 2 until now.
 3 I will wish to examine Mr Maddison on that subject
 4 at the start of his scheduled evidence on Tuesday
 5 morning. I reserve my position on the examination of
 6 the supervising partner or partners at Kennedys. The
 7 present partner is continuing to investigate the
 8 position and is yet to respond meaningfully.
 9 The second thing that follows is the substance of
 10 Mr Maddison's evidence, and we would suggest that that
 11 should not proceed immediately after being sworn in
 12 tomorrow as scheduled. Core participants should be
 13 given a fair opportunity to read and digest the contents
 14 of the notebooks and the diaries, and suggest further
 15 questions to be asked of him by me.
 16 It is unwise, on the other hand, to let matters
 17 drift beyond a day or two, or at least what is
 18 absolutely necessary for the core participants to have
 19 a fair opportunity to do what I've suggested.
 20 I'm going to suggest that we would rise on Tuesday
 21 after Mr Maddison is sworn and examined on the
 22 disclosure question, and then resume on Wednesday,
 23 possibly at 2 pm on that day, and hear his evidence
 24 through Wednesday, Thursday and into Monday of
 25 next week, 26 October.

3

1 That would give core participants some 48 hours, we
 2 hope, with the notes before he starts giving his
 3 evidence -- perhaps a little bit less than that, but as
 4 much time as they can fairly be given by us -- and we
 5 will of course be amenable to questions on those diaries
 6 right through the time he is giving evidence, over the
 7 weekend, Friday, Saturday, Sunday, and including Monday
 8 morning itself. We want to bend over backwards to make
 9 sure that they really do get to the bottom of this
 10 critical material, as well as us.
 11 It is also right to say that he is coming back in
 12 Module 3 in any event, in March I think, to give
 13 evidence, and we can sweep up any remaining Module 1
 14 questions that do remain outstanding with him then, as
 15 indeed we may with other TMO witnesses who are also
 16 returning where further questions suggest themselves
 17 from this material.
 18 If there is significant objection to that course
 19 from core participants, then we will obviously
 20 reconsider, or I would invite you to reconsider, but
 21 what I am proposing presents the best opportunity to get
 22 to his evidence while the evidence of other TMO
 23 witnesses is still fresh in your minds and in their
 24 minds and in the core participants' minds, and not to
 25 lose very much by way of timetable hearing time.

4

1 That leads me, Mr Chairman, to a second and
 2 unrelated problem.
 3 We were told yesterday morning by Paul Hyett,
 4 the Inquiry's architectural expert, that a member of his
 5 household tested positive for COVID-19 last week, and
 6 that, as a result, he now has to self-isolate until
 7 Thursday, 29 October. We are therefore currently
 8 investigating whether we can adjust the timetable so as
 9 to hear the evidence of Beryl Menzies, the expert on
 10 Building Control, on Tuesday, 27 October, and the
 11 evidence from Dr Lane on Wednesday and Thursday, 28 and
 12 29 October respectively, and then take Mr Hyett on
 13 Monday and Tuesday, 2 and 3 November, and put openings
 14 for Module 2 off until Wednesday 4th and Thursday
 15 5 November.
 16 If we can reschedule in that way, we will lose no
 17 time at all. We will continue to pursue this closely
 18 and keep core participants fully informed as we do so.
 19 It's obviously of the first importance that any
 20 amendments to the timetable and any concomitant effect
 21 on the timetabling of the witnesses is kept to
 22 a minimum.
 23 Finally, let me add one final thing, and I just want
 24 to mention it: yesterday morning, at 11.41, we received
 25 an email from Kennedys which had attached to it

5

1 a two-page Word document for disclosure which was
 2 plainly relevant to Claire Williams' evidence on the
 3 issue of residents' involvement in the tender scoring.
 4 That is an issue that we covered on Thursday.
 5 We are at present mystified as to how this document
 6 was missed by the TMO in its disclosure and where it
 7 came from. We have asked Kennedys but, so far, the
 8 answers have been, with great respect to them,
 9 unsatisfactory. We will have to find out from
 10 Ms Williams, but I will need to make sure that that
 11 document gets disclosed as soon as possible, again, as
 12 an absolute priority.
 13 Mr Chairman, that is what I wanted to say. That
 14 will obviously cause some degree of dismay among those
 15 watching this process, but I don't think it's necessary
 16 to hold up Ms Williams' evidence. We can continue with
 17 that, certainly for today, and if there are further
 18 questions that arise from the single two-page document
 19 that I have referred to, they can be taken perhaps later
 20 today or tomorrow morning, if need be.
 21 SIR MARTIN MOORE-BICK: Yes. Well, thank you very much,
 22 Mr Millett. It is very unsatisfactory that what appears
 23 to be quite a substantial stack of notebooks should have
 24 been disclosed to us only very much at the last minute.
 25 MR MILLETT: Yes.

6

1 SIR MARTIN MOORE-BICK: It's essential that not only our own
 2 Inquiry team but also core participants should have
 3 an adequate opportunity to examine them and see to what
 4 extent they may be thought to be relevant and helpful.
 5 So we are going to have to make adjustments to the
 6 timetable for that purpose.
 7 MR MILLETT: Yes.
 8 SIR MARTIN MOORE-BICK: And there it is.
 9 As far as Mr Hyett's concerned, it's unfortunate,
 10 of course, that he's now had to go into isolation. That
 11 will in itself inevitably mean some changes to the
 12 timetable.
 13 MR MILLETT: Yes.
 14 SIR MARTIN MOORE-BICK: From what you have said this
 15 morning, I think that the proposals you have made sound
 16 sensible, but obviously we will want to take note of
 17 anything that any of the core participants want to say
 18 about it.
 19 MR MILLETT: Yes.
 20 SIR MARTIN MOORE-BICK: And we will just take it from there.
 21 But I agree, there is no reason why we should hold
 22 up taking the rest of Ms Williams' evidence, and it
 23 would be a good thing to get on and do that now.
 24 MR MILLETT: Mr Chairman, I'm grateful, thank you. We will
 25 get on and do that and see how things evolve during the

7

1 course of the day. Thank you.
 2 SIR MARTIN MOORE-BICK: Good, thank you very much.
 3 Yes, would you ask Ms Williams to come back, in
 4 please.
 5 MS CLAIRE WILLIAMS (continued)
 6 SIR MARTIN MOORE-BICK: Good morning, Ms Williams.
 7 THE WITNESS: Good morning.
 8 SIR MARTIN MOORE-BICK: All right, are you ready to carry
 9 on?
 10 THE WITNESS: Yes.
 11 SIR MARTIN MOORE-BICK: Good, thank you very much.
 12 Yes, Mr Millett.
 13 Questions from COUNSEL TO THE INQUIRY (continued)
 14 MR MILLETT: Ms Williams, good morning.
 15 Before I start, can I ask you, please, to confirm
 16 that your witness statements represent a full and
 17 truthful and correct statement of your evidence from
 18 which nothing material has been left out?
 19 A. I would hope so, but if I missed anything out, it was by
 20 error, not by design.
 21 Q. Do you know what these are (indicated)?
 22 A. Diaries.
 23 Q. Yes. They are the diaries and notebooks or daybooks of
 24 Peter Maddison. We have a lot of them, and they span
 25 the period from January 2013 to May 2017.

8

1 Have you ever seen these or anything like them
 2 before?
 3 A. I would have -- everybody -- if it was a work situation,
 4 everybody would have a notebook of some sort.
 5 Q. Would they? And did you ever see Mr Maddison writing
 6 things in his notebook or in his diary --
 7 A. Yes.
 8 Q. -- while you were working with him?
 9 A. Yes.
 10 Q. Would you see him writing or recording things in books
 11 that looked like this, or like this (indicated)?
 12 A. The bigger one probably, yes.
 13 Q. Right. Do you know where he kept them?
 14 A. In his desk? I don't know, I'm speculating, but we all
 15 had a notebook that we would use, so I don't know where
 16 he kept his.
 17 Q. Can you confirm for us that you have handed over all
 18 your notebooks, diaries and records that you kept like
 19 the ones I'm holding in my hand from Peter Maddison to
 20 your solicitors, to Kennedys?
 21 A. Yes. I left the TMO in May 2018, and I binned all of
 22 them but the last one, and Kennedys have possession of
 23 the last one, which covered probably 2017/18.
 24 MR MILLETT: Right. Okay. Thank you.
 25 I'm going to hand those back to junior counsel.

9

1 SIR MARTIN MOORE-BICK: Are you going to follow that up?
 2 MR MILLETT: Well, I might, yes.
 3 SIR MARTIN MOORE-BICK: Well, I'm going to ask a question
 4 now.
 5 MR MILLETT: Please do.
 6 SIR MARTIN MOORE-BICK: Just remind me again, you left the
 7 TMO in ...?
 8 A. May 2018.
 9 SIR MARTIN MOORE-BICK: May 2018, so that's nearly a year
 10 after the fire.
 11 A. Yes.
 12 SIR MARTIN MOORE-BICK: At that time, did you still have the
 13 various notebooks that you had kept during the period
 14 since you joined?
 15 A. I probably would have -- because I joined in 2013,
 16 I probably would have thrown the earlier one or two, but
 17 I may have had two or three that were there, yes.
 18 SIR MARTIN MOORE-BICK: Right. Then you said you binned
 19 them; is that right?
 20 A. I didn't keep them.
 21 SIR MARTIN MOORE-BICK: Well, what did you do with them?
 22 A. I think if the police didn't take them, I binned them.
 23 SIR MARTIN MOORE-BICK: You binned them, even though you
 24 knew by that time that there was already on foot
 25 a public inquiry?

10

1 A. I believe I looked at them and they were notes.
 2 Everything that was in there I would have thought is
 3 actually documented elsewhere. For example, notes of
 4 site meeting minutes, we would have formal site meeting
 5 minutes.
 6 SIR MARTIN MOORE-BICK: I find it difficult to understand
 7 why you should have thought that, first of all, the
 8 notes you'd kept might not add something of value to the
 9 formal record, and, secondly, why you should think it
 10 right to take it upon yourself to decide that question.
 11 A. Yes, no, as I'm sitting here now, I agree with you, but
 12 the police may have taken them, but I know that there
 13 was none left in the office when I left.
 14 SIR MARTIN MOORE-BICK: With respect, if you actually took
 15 steps to destroy them, which is what I assume you mean
 16 by binning them --
 17 A. Yes.
 18 SIR MARTIN MOORE-BICK: -- you would know that you had done
 19 that, wouldn't you?
 20 A. Yes, I cleared my desk.
 21 SIR MARTIN MOORE-BICK: So do you remember destroying any of
 22 your notes?
 23 A. I don't -- I think I just tidied out the desk, I would
 24 have looked at them and thought, "There is nothing here
 25 that isn't in formal evidence", and so I got rid of

11

1 them. But I did keep the last one I had, which is the
 2 one that I've given to Kennedys.
 3 SIR MARTIN MOORE-BICK: By that time -- because we're now
 4 looking at May 2018 -- had no one asked you to retain
 5 any documents in your possession that might have any
 6 bearing on what you had been doing during the previous
 7 five years?
 8 A. I don't think so, but I say that the police also took
 9 away most of my desk at the time, but I don't know
 10 whether they were in a drawer. They weren't hidden,
 11 I don't lock my drawers, but nobody asked for them apart
 12 from, say -- I did keep the last one because that was
 13 the one that I thought was most relevant.
 14 SIR MARTIN MOORE-BICK: What I was really getting at: as far
 15 as you can recall, no one asked you in general terms to
 16 ensure that no documents were destroyed?
 17 A. Yeah, that's right.
 18 SIR MARTIN MOORE-BICK: All right. Yes, thank you.
 19 MR MILLETT: Do you remember whether you destroyed those
 20 notebooks before or after the police emptied your desk,
 21 as you put it?
 22 A. I don't remember. I wasn't there when the police came
 23 to take all the paperwork away. But all I know is, when
 24 I left, I just left with the one notebook.
 25 Q. Are you quite sure that, at the time you destroyed those

12

1 notebooks -- just to follow up on the Chairman's
 2 question -- you had had no advice from anybody that you
 3 had to retain all of your records relating to the
 4 Grenfell Tower project?
 5 A. I don't remember that at all. As I say, there would
 6 have been several options where it may have come up, but
 7 I do not remember that.
 8 Q. Do you remember whether you told Kennedys, who had
 9 responsibility for the TMO's disclosure, that there were
 10 notebooks which you had destroyed?
 11 A. I think it only came up when I said, "Well, I have
 12 a book that may help". That was probably the only point
 13 that it came up.
 14 Q. When was that, please?
 15 A. Oh, I don't remember. It was possibly last year.
 16 Q. Can you explain why there is nothing in any of your
 17 witness statements about your record-keeping and, in
 18 particular, your decision to destroy records relating to
 19 the project that you had in your possession?
 20 A. There was nothing underhand about it. I was clearing my
 21 desk. I looked and decided that everything that was in
 22 there was -- the way it was noted, it was then formally
 23 represented in minutes or in other paperwork, and it was
 24 of little value. So I appreciate that perhaps
 25 indication should have been given to preserve

13

1 everything, but it was for me -- I just left the job and
 2 I cleared my desk.
 3 Q. At the time you made your decision to destroy these
 4 documents, did you know that a public inquiry and/or
 5 a police investigation were on foot?
 6 A. I would have known that, yes, and as I say, I don't
 7 know -- the police would have had options to open the
 8 drawers, so they could have taken what was there at the
 9 time. I don't know why they weren't perhaps retrieved
 10 at that point.
 11 Q. Have you ever informed the Metropolitan Police that you
 12 had destroyed documents which were relevant to their
 13 investigation?
 14 A. No, I didn't.
 15 Q. Why is that?
 16 A. Because it's not occurred to me. Today's the first time
 17 that I've ever really had a conversation about this.
 18 Q. I'm assuming that -- and I don't want to get into the
 19 evidence or communications -- you didn't tell anybody
 20 else either?
 21 A. I possibly would have said to Kennedys, "I only have one
 22 book, which I have at home", and they said, "Bring it
 23 in, why is it at home?"
 24 Q. I don't want to know about legal advice.
 25 A. Yes, okay.

14

1 Q. That remains privileged until the TMO choose -- and they
 2 may -- to waive it about the communications between you
 3 and them on this subject.
 4 So when I asked you at the beginning of your
 5 evidence whether your witness statements were a full and
 6 candid account, that's not the case, is it, in respect
 7 of the destroyed notebooks?
 8 A. As I say, they weren't destroyed, I didn't rip pages out
 9 of them --
 10 Q. You didn't --
 11 A. -- and also they covered other projects, so I cleared my
 12 desk. So it wasn't a conscious I'm hiding anything
 13 decision; it was: I am clearing my desk.
 14 Q. Well, they were destroyed, you binned them.
 15 A. I put them in the bin, yes.
 16 Q. So when I asked you at the beginning of your evidence
 17 whether your witness statements were a full and candid
 18 account, that is not the case in respect of the binned
 19 records, notebooks, is it?
 20 A. Yeah. No, it didn't occur to me. It's not been
 21 an issue that's been raised.
 22 Q. Right. Well, let's go back to the substance of the
 23 evidence.
 24 Can we go to the question of Rydon's price against
 25 other bids, please, and I want to go, please, first to

15

1 {ART00002197/12}.
 2 Now, this is a table within Artelia's final tender
 3 report dated 12 March 2014, Ms Williams, which I think
 4 you're familiar with. This sets out the prices returned
 5 by the bidders as at that date.
 6 At the top of the page we can see the column
 7 headers, do you see: "Descriptions", "Artelia's
 8 Pre-tender Estimate", "Rydon", "Durkan", "Mulalley", and
 9 then "Average". Do you see?
 10 A. Yes.
 11 Q. Then if we scroll to the bottom row, we can see the
 12 adjusted tender sums. Artelia's pre-tender estimated is
 13 just over £10 million, and then Rydon comes in at
 14 9.249 million-odd, Durkan at 9.94 million-odd, and
 15 Mulalley at £10.48 million-odd, with the average at 9.8.
 16 So you could see at a glance that Rydon's figure was
 17 some £700,000-odd lower than the next lowest bid,
 18 Durkan's; yes?
 19 A. Yes.
 20 Q. And about £600,000 lower than the average.
 21 Did you think at the time that Rydon's price was
 22 really quite a lot lower than the other bidders?
 23 A. I would have expected Artelia, who had interrogated the
 24 figures, to comment if there were any omissions or if
 25 there was any areas that were underpriced. If they

16

1 didn't comment -- because they had obviously a clear
 2 overview of what the figures contained, I would have
 3 expected them to say something. I wasn't familiar
 4 enough with the figures to comment.
 5 Q. Were you concerned that, just looking at that page,
 6 Rydon's price was unrealistically low?
 7 A. Again, I wouldn't know what they'd put in against each
 8 element, so it wasn't part of my understanding whether
 9 it was high or low.
 10 Q. Did it not strike you as significantly lower than
 11 Artelia's pre-tender estimate, Durkan's and Mulalley's
 12 indicated tender bids?
 13 A. If you look at it at face value, yes, but, as I say,
 14 I didn't have the detailed understanding of where the
 15 costs were to know whether it was realistic or not.
 16 Q. Forgive me, but all that information appears on the page
 17 immediately above "Adjusted tender sum", that's the
 18 build up. What was missing that disabled you from
 19 having a detailed understanding or making an analysis?
 20 A. For example, I would look at external façade, where you
 21 can see there is clearly a million difference between
 22 the Artelia view, but if you look across the board
 23 there's about ... is that 400,000 difference between the
 24 high and the low? So there are lots of figures like
 25 that that would need interrogation, and I'm looking at

17

1 it at face value.
 2 Q. Did you ever think that Rydon's price might mean that
 3 Rydon would not deliver quality or would cut corners?
 4 A. No.
 5 Q. That it was a lowball figure just designed to win the
 6 deal?
 7 A. Possibly.
 8 Q. That did occur to you?
 9 A. When you get figures with a range like that, they're not
 10 that far apart, but I would say that contractors who put
 11 in their prices are gearing it to what the market can
 12 bear and what their workload is.
 13 Q. But I think you accept as a possibility that it had
 14 occurred to you that it was a lowball figure designed
 15 just to win the deal, win the contract?
 16 A. No, it was a figure they'd considered, and Artelia had
 17 checked it and therefore I had to take at face value,
 18 based on their report.
 19 Q. Well, your first answer, Ms Williams, to my question
 20 whether it was a lowball figure just designed to win the
 21 deal was "Possibly". Is that wrong or is that right?
 22 A. Possibly it could have been done to win the deal, yes;
 23 possibly they could have read all the paperwork.
 24 Q. Let's turn to a different topic: decision about
 25 cladding.

18

1 When you started at the TMO in September 2013, the
 2 prospect of using aluminium composite material, or ACM,
 3 for cladding I think had already been raised. Do you
 4 remember that?
 5 A. I think that the previous incumbents in post had looked
 6 at it, yes.
 7 Q. Is it fair to say that you don't know who suggested ACM
 8 before your time?
 9 A. Yeah. No, as you say, it was minuted before my time.
 10 Q. Is it fair also to say that you also don't know what
 11 investigation was done before your time in relation to
 12 ACM as an alternative to zinc?
 13 A. True.
 14 Q. Is it also right to say that, at least by March 2014,
 15 when the tender was won, the only cladding material
 16 being considered was ACM?
 17 A. No, at the tender time we'd asked for alternative
 18 proposals, so I -- and we obviously hadn't had planning
 19 approval at that point, so there was no firm decision
 20 made. It was still options.
 21 Q. Let me put the question a bit more specifically: do you
 22 agree that, after 18 March, once Rydon had been notified
 23 that they were the winning bidder, the only cladding
 24 being considered was ACM, there was no further
 25 consideration of a zinc cladding with a metal honeycomb

19

1 core?
 2 A. I believe we went -- I went to meet the planners in the
 3 May, so from the March I think ACM was being put
 4 forward. The architect was still quite keen on the zinc
 5 finish, but it hadn't been finalised because we hadn't
 6 had the planners' view. They may have had reasons for
 7 rebutting that option. So I believe it was still
 8 an option rather than a decision.
 9 Q. Yes. I would like you to draw the distinction in your
 10 mind between zinc as the material and an aluminium
 11 material with a zinc finish. It's right, isn't it, that
 12 the only option put to the planners was an aluminium
 13 composite material, and there were questions about what
 14 kind of finish it should have?
 15 A. Yes.
 16 Q. Yes.
 17 A. But as I say -- yeah.
 18 Q. Can we then look at your February 2019 statement,
 19 {TMO00840364/15}, please. I want to look at
 20 paragraph 81 with you, please. I would like to look at
 21 the very last sentence, four lines up from the bottom of
 22 the page, and you say there:
 23 "My understanding was that there was no difference
 24 between the types of cladding in terms of specification,
 25 etc. and the only difference was in relation to

20

1 appearance to suit the RBKC preferences. I had no input
2 to these decisions."

3 Now, was your understanding, as you stated it there,
4 reached on the basis of any discussion that you had had
5 with anybody on the project?

6 A. The cladding discussions seemed to be continuous in
7 terms of the finish, the fixing, so I would say that
8 there was a lot of discussion about what the look should
9 be and how it would be ... what the preference was of
10 the planners.

11 Sorry, I've probably lost the thread of your
12 question a little bit.

13 Q. Let me ask it again then.

14 Was the understanding that you had, that you
15 describe there, namely no difference between the types
16 of cladding in terms of specification, reached on the
17 basis of any discussion that you had had with anybody on
18 the project?

19 A. As we were talking about the cladding, there was always
20 talk about it being class 0, and nobody said, "This is
21 an inferior quality, this is a better quality", it was
22 all about the colour, the finish, whether it was smooth,
23 whether it was textured, that sort of issue. So there
24 was nothing in our conversations at all to say that one
25 product was inferior or different -- better quality than

21

1 another.

2 Q. When you say, "There was always talk about it being
3 class 0" --

4 A. Yes.

5 Q. -- when did that talk start, to the best of your
6 recollection?

7 A. I believe when Bruce Soune, the architect, introduced
8 any colour palettes or any information, he would
9 generally give us either hard copies of trade
10 information or otherwise refer us to online websites,
11 and again, that would be the information that we would
12 always refer to.

13 Q. Can you give me a date when he first mentioned class 0
14 to you?

15 A. I would suggest it was before the meeting with the
16 planners, so I would suggest it was before the May.

17 Q. Did he give you a certificate or, as you would call it,
18 trade information which showed that it was a class 0
19 fire classification?

20 A. I believe he would have had it at a meeting. I don't
21 think he gave it to -- a copy to everybody. I believe
22 he had it available in his hand. But, as I say, I don't
23 remember taking away a copy.

24 Q. You say there was always talk about class 0; was there
25 ever talk about other kinds of performance

22

1 characteristics, such as ingress of water or wind
2 loading, or was it only ever class 0?

3 A. In my recollection, it was only ever class 0.

4 Q. Just so we have your evidence crystal clear,
5 Ms Williams, are you saying that the discussions about
6 performance or specification, to use your words at
7 paragraph 81, were only ever about fire?

8 A. Yes. In my recollection, I don't remember anything else
9 other than class 0 being the specification that was
10 presented with the samples or with any of the options we
11 looked at.

12 Q. Did Mr Soune tell you what class 0 meant?

13 A. I don't remember.

14 Q. Did you have any understanding about what class 0 meant?

15 A. I believe class 0 is about flame spread, because I dealt
16 with it previously in paint finishes to communal areas.
17 So I presumed it was about flame spread.

18 Q. I see.

19 Just to dig a little further there, you say you had
20 dealt with it in relation to paint finishes to communal
21 areas; did you know or have any understanding that
22 class 0 was the required surface spread of flame
23 classification for the exterior of a wall construction
24 on a building above 18 metres?

25 A. Because it was referred to in terms of the cladding,

23

1 I made that assumption.

2 Q. Did you ever see any regulatory documents,
3 Building Regulations, the schedule to the regulations,
4 B4, or Approved Document B?

5 A. No.

6 Q. Did you ever have a chance to look at those regulations
7 or guidance during your role as project manager on this
8 project?

9 A. No, I didn't.

10 Q. Did you see the BBA certificate from January 2008
11 relating to the Reynobond PE 55 ACM panels?

12 A. I don't remember. It may have been given to me at the
13 end for the health and safety file, but I don't remember
14 seeing it earlier.

15 Q. You see, you said earlier on that Bruce Soune would
16 give you trade documents; was one of them the
17 BBA certificate for Reynobond PE 55 ACM?

18 A. He had them available, he didn't -- he offered them
19 around the table, potentially, he would have had them,
20 you know, in a pack by himself and said, "This is it and
21 you can look at it". I don't remember seeing that.

22 Q. Did you take the opportunity yourself to have a look at
23 what he was saying?

24 A. No.

25 Q. Given that fire safety was the only functional aspect of

24

1 the specification, why didn't you take the opportunity
 2 just to check for yourself why it was said that these
 3 panels were class 0, given that you had some experience
 4 of class 0 before?
 5 A. It wasn't my role within the project to check the
 6 architect, and I know that he'd been doing research, and
 7 he'd looked at several products and he put
 8 an understanding of what he was looking for.
 9 Q. In your statement at the bottom of paragraph 81 you say,
 10 "I had no input to these decisions". When you say that,
 11 do you mean that you didn't provide any input as
 12 a matter of fact or that it wasn't your role to provide
 13 input?
 14 A. It wasn't my role because ultimately the planners were
 15 going to be choosing what colour finish they wanted.
 16 Q. Can I take you to the NBS specification, then. This is
 17 {SEA00000169}.
 18 Now, this is the NBS specification, final revision,
 19 dated 30 January 2014. It's the same, or pretty much
 20 the same for the present purposes, as the version sent
 21 out to tenderers at the end of November 2013.
 22 Just from its first page, does it look familiar to
 23 you?
 24 A. I would have seen it at the time.
 25 Q. You would have seen it at the time; by "at the time",

25

1 what do you mean?
 2 A. At tender.
 3 Q. So during November 2013, when it went out to the
 4 tenderers?
 5 A. It was available online, yes.
 6 Q. When you say you saw it, did you read it?
 7 A. I would have looked through to see what the headings
 8 were. I wouldn't have looked at specific items, because
 9 it wouldn't have meant much to me. So I would have just
 10 looked to look at the headings as to what was there,
 11 what they'd specified in terms of components perhaps,
 12 you know, whether they'd looked at doors, walls,
 13 et cetera.
 14 Q. I see. You say it wouldn't have meant much to you, so
 15 does that mean you were relying on Studio E,
 16 for example, to explain things to you if there was
 17 anything important that needed to be brought out?
 18 A. Yes, obviously I was relying on our professional
 19 consultants.
 20 Q. Did you discuss it specifically with Studio E when it
 21 was being compiled in the November of 2013?
 22 A. I think it was being compiled before the November 2013,
 23 because bear in mind it had been out to a tendering
 24 process with Leadbitter previously. I believe that
 25 a lot of it was already in place, but what they had done

26

1 when the scheme re-started was they re-visited areas.
 2 So I would have looked at it, just to see what, as
 3 I say, was in it, but I wouldn't have particularly
 4 discussed it with them unless there was a glaring
 5 omission that I would notice.
 6 Q. Let's see if I can just trace this through a little bit.
 7 You joined the TMO on 9 September 2013.
 8 A. Yeah.
 9 Q. And the NBS specification went out to tenderers after
 10 having had an amendment to it --
 11 A. Yeah.
 12 Q. -- I think on 28 or 29 November 2013.
 13 During those two and a half months leading up to the
 14 document going out in its final form, did you have
 15 discussions with Studio E, who were compiling it, about
 16 what it should contain?
 17 A. No.
 18 Q. So did you see the document essentially in its final
 19 form or very advanced final form?
 20 A. I saw it online before it went to tender, yes.
 21 Q. And why were you looking at it online before it went to
 22 tenderers?
 23 A. It was a ginormous document, it was massive, and there
 24 were drawings as well, so it wasn't something that
 25 I would print off. It was just too big.

27

1 Q. I'm sorry, you misunderstood my question, and I'm not
 2 surprised. I wasn't asking you why you looked at it
 3 online as opposed to in paper form.
 4 A. Okay, sorry.
 5 Q. My question was: why were you looking at it at all at
 6 that stage?
 7 A. I was the new girl on the system, people may have been
 8 more familiar with it than me, but to me it's my way of
 9 familiarising myself with what the project entailed.
 10 Q. So do I take it from that that you had no input at all,
 11 either by way of instruction or by way of advice from
 12 Studio E, about what it should contain or did contain?
 13 A. I did not advise or instruct them as to what it should
 14 contain.
 15 Q. Did they give you any advice about what it did contain?
 16 A. No.
 17 Q. Right.
 18 Did you ever look at the employer's requirements
 19 during the project?
 20 A. Yes.
 21 Q. Was there anything that you didn't understand about
 22 those?
 23 A. There may have been one or two issues that cropped up
 24 during the course of the project where I would need to
 25 refer to them. But, again, if I didn't understand,

28

1 I had my professional consultants there who I would ask.
 2 Q. You say the NBS specification didn't mean much to you;
 3 did it not mean much to you even after you had read it?
 4 A. As I say, I looked at the headings to see that
 5 everything I would expect to be there was in there, but
 6 I wouldn't have looked at the BS numbers or anything of
 7 that sort because, again, it's a specialist area and
 8 it's not my specialism.
 9 Q. Did you look at the specification for the cladding or
 10 the insulation or the cavity barriers, for example?
 11 A. No.
 12 Q. Was there anything when you looked at it that puzzled
 13 you, that you didn't understand?
 14 A. I wasn't really looking to look at the detail. I was,
 15 as I say, just looking at the headings to make sure
 16 there was something in there for every area that
 17 I understood was going to be worked on, so whether it
 18 be -- I would have looked at the M&E specification,
 19 for example, and thought, "Oh, it's got boiler works
 20 there". I wouldn't have looked in any more detail than
 21 that.
 22 Q. When the TMO became principal designer in October 2015,
 23 after the change in the regulations, or rather the new
 24 regulations came into force in that month, did you go
 25 back and refresh your memory about what the

29

1 NBS specification contained so that you could properly
 2 perform your role as a principal designer?
 3 A. No, because at that point the project should have
 4 completed because it -- the original completion date was
 5 the September 2015. The design work was all done. The
 6 role of the PD was to look at design and ensuring you
 7 eliminate risks. Because at the stage we were at, the
 8 design was done, it was just Rydon were delayed in their
 9 programme, so that was one of the reasons that the TMO
 10 felt capable of taking on the PD role, that there wasn't
 11 any design ongoing that would have meant that we had to
 12 look at that area, which wasn't, again, our expertise
 13 potentially.
 14 So we were just at the point of putting together,
 15 compiling the health and safety file, which is why
 16 I think we got it minuted.
 17 Q. We're going to come back to that in due course.
 18 A. Yeah.
 19 Q. I think the answer to my question is: no, you didn't
 20 look at the NBS specification?
 21 A. No, at that stage the design was done.
 22 Q. Thank you.
 23 Can we then look at your 2019 statement, your
 24 February 2019 statement, at page 7 {TMO00840364/7}. We
 25 were on that just a moment ago, and I want to go to

30

1 paragraph 33 now, a little bit earlier on in the
 2 statement. Paragraph 33, page 7 of your February 2019
 3 statement says:
 4 "The construction detail was interrogated by RBKC
 5 planners and Building Control who liaised with the
 6 Principal [Contractor], their advisers and London Fire
 7 Brigade (LFB) to ensure all Building and Fire Safety
 8 requirements would be met."
 9 When you say, "The construction detail was
 10 interrogated by RBKC planners", what do you mean by
 11 construction detail there?
 12 A. The detailed drawings would have been lodged with the
 13 borough as part of the Building Control application.
 14 Q. But by "construction detail", what are you telling us?
 15 What detail is it that you think was interrogated by
 16 RBKC planners?
 17 A. They would have had the plan layouts, they would have
 18 had any working drawings, whether it was to do with M&E,
 19 whether it was to do with the external envelope. They
 20 would have had access to all the material that was put
 21 together by the specialist designers. If there was any
 22 gaps, I would expect them to ask.
 23 Q. Would you accept that, in fact, planners don't generally
 24 look at construction detail?
 25 A. Generally not, but in this case you appreciate the

31

1 planners didn't want the cladding to have face fixings,
 2 so they were -- that was probably the only thing that
 3 the planners were interested in, was obviously the
 4 aesthetics of the building.
 5 Q. Yes.
 6 A. But that particular detail was something they had
 7 expressed interest in.
 8 Q. Yes, and the construction detail that they were looking
 9 at, to your recollection at the time, did it go beyond
 10 looking at aesthetic matters, colour and texture and
 11 fixings?
 12 A. I agree, the planners looked more at colour and texture.
 13 Q. Thank you.
 14 Moving the story on into May 2014, you mentioned
 15 earlier on this morning that you were talking to the
 16 planners in May that year.
 17 Can we look at {TMO00851142}, please. This is
 18 an email run in early May 2014, and if we look at the
 19 top of that page, we can see that you had sent an email
 20 to David Gibson on 6 May 2014, copying in
 21 Peter Maddison. Do you see that?
 22 A. Yes.
 23 Q. It forwards an email that you had received from Rydon.
 24 Can we please have the first and the second pages of
 25 this email run up together, if we can.

32

1 You can see at the bottom of the first page
 2 Simon Lawrence's email to you and Artelia, copied to
 3 Studio E and Rydon, Steve Blake internally. He says:
 4 "Afternoon all,
 5 "Due to a prebooked training course commitment that
 6 I have I will not be able to attend Thursday's meeting
 7 with the RBKC Planners. However fortunately Steve Blake
 8 (my director) has offered his services to attend on my
 9 behalf I'll bring Steve up to date with all of the
 10 information that I currently have."
 11 So if we look at the second page {TMO00851142/2},
 12 under "Agenda points", just below the paragraph I'm
 13 showing you, he lists them. In the first bullet point
 14 it says:
 15 "Proposal of material change to the façade. From
 16 Zinc to Aluminium composite ... Put forward our case
 17 that ACM is not an inferior product to Zinc."
 18 Now, was ACM considered, or could it be considered,
 19 inferior to zinc by the planners?
 20 A. I don't know. I think obviously the architect had
 21 originally put in for a zinc finish, and that was
 22 probably on his early planning drawings. So I think it
 23 was a question that the planners may have asked, but
 24 I don't know that I would -- as I say, nobody had a view
 25 that it was an inferior product.

33

1 Q. At this stage, the planning consent, I think, was for
 2 zinc as a material, wasn't it?
 3 A. The planning, sorry?
 4 Q. The current planning was for zinc itself.
 5 A. The application, yes.
 6 Q. The application.
 7 A. Yeah, the application drawings would have -- well, they
 8 would have had zinc on them, yes.
 9 Q. Exactly. Was there any discussion about why it would be
 10 or might be that the planners might think that ACM was
 11 an inferior product to zinc?
 12 A. I don't know, I think ... I think zinc sounds expensive,
 13 but I don't know what the bottom line is on that.
 14 Q. In what sense did you understand that Mr Lawrence
 15 thought there was a risk that ACM could be seen as
 16 inferior? His word, "inferior". What did you
 17 understand by that?
 18 A. I don't know what he was thinking when he put that down.
 19 Again, I don't know whether zinc sounds more exotic, and
 20 ACM is not so exotic sounding, but I don't know, I don't
 21 know why that's phrased that way.
 22 Q. His evidence to the Inquiry, which I'll summarise, at
 23 {Day24/29:25} and following, was to the effect that he
 24 was only focusing on durability and aesthetics when
 25 considering whether ACM was or wasn't an inferior

34

1 product. That was his understanding. That's what he
 2 told us.
 3 Would you agree with Simon Lawrence's assessment
 4 that there was a concern that the planners might be
 5 concerned about durability and aesthetics?
 6 A. Yes. I think the planners were experienced, and they
 7 would be aware that it was a high building where winds,
 8 et cetera, may cause the cladding to move, fall off,
 9 whatever. But also, at the lower levels there had been
 10 already some expression that the cladding needed to be
 11 more robust to prevent scratches or mechanical damage.
 12 Q. Aesthetics, though?
 13 A. Yeah, so all aesthetics.
 14 Q. So aesthetics. So is this right: there was no other
 15 factor or feature of ACM as opposed to zinc that might
 16 make ACM inferior?
 17 A. I can't think of anything, no.
 18 Q. Can we scroll up to the first page, please, of this
 19 email run {TMO00851142/1}. This is your email that we
 20 started with, and it says:
 21 "David
 22 "Our session with the planners re the cladding is
 23 this Thursday."
 24 Then in the second-last paragraph, if we just look
 25 with me at that, you say:

35

1 "I think we will have to take a view based on our
 2 response on Thursday, and perhaps get Laura to bring
 3 pressure to bear to see if we can get some reassurance
 4 prior to the final approval. Otherwise our contract sum
 5 will be hanging out until the early July potentially."
 6 Where you refer to Laura, is that Laura Johnson?
 7 A. Yes.
 8 Q. Of RBKC?
 9 A. Yes.
 10 Q. Was she in the planning department?
 11 A. No.
 12 Q. Would Laura Johnson be able to bring pressure -- your
 13 words -- to the RBKC planning department?
 14 A. I don't know.
 15 Q. Did you think that that might be entirely appropriate or
 16 entirely inappropriate?
 17 A. It would probably be something that wouldn't be in her
 18 remit, but I was suggesting it, because my job is to
 19 facilitate the contract, to see whether we could get
 20 a contract sum in place soonest, and as you say, it
 21 wasn't in her remit and it was a suggestion I threw out
 22 that was probably ignored.
 23 Q. Yes. But you made it --
 24 A. I did.
 25 Q. -- and I just want to know why you thought it was

36

1 appropriate to make a suggestion that Laura Johnson
 2 should do something outside her remit to bring pressure
 3 to bear on the planning department at RBKC. Can you
 4 explain?
 5 A. I think it was me trying to, as I say, facilitate the
 6 contract and, as I say, suggest that it may be something
 7 that could be considered. I don't know whether it was
 8 ever taken forward.
 9 Q. Well, by playing fast and loose with the proper
 10 boundaries of responsibility within RBKC?
 11 A. I wouldn't say playing fast and loose; I would say we
 12 wanted to get our contract sum finalised, and obviously
 13 the cladding was a large element of that.
 14 Q. Yes.
 15 Shortly after this meeting, the planners went to
 16 visit some properties where similar cladding had been
 17 installed. I think one of those was in Kilburn. Do you
 18 remember that?
 19 A. I know that they were offered visits, yes.
 20 Q. Can we look at {RYD00005374}, please. This is an email
 21 chain in late May 2014, and it's about the visit to
 22 Kilburn.
 23 We can start, I think, with the second email on
 24 page 1. That's the email from Simon Lawrence on
 25 23 May 2014 to Bruce Soules and you, Ms Williams. Do

37

1 you see that?
 2 A. Yes.
 3 Q. In the first paragraph, he talks about the cassette
 4 versus face-fixed, and in the second line says it:
 5 "... is a discussion which will need to be made
 6 initially by KCTMO before it is presented to planners
 7 ... this could have great bearing on the affordability
 8 of the scheme and justification of the spend to their
 9 residents."
 10 If we go to page 2 {RYD00005374/2} of that email run
 11 and look at the last paragraph of the email, he says to
 12 you, as one of the addressees of this email:
 13 "Claire - Would you like the Planners to go and see
 14 the Kilburn example to get an early indication (pre
 15 sample mock up) of their feelings around material
 16 choice?"
 17 But then he says this:
 18 "Or is showing them cassettes a risk?"
 19 By risk -- this is what I want to ask you about --
 20 what did you understand he meant?
 21 A. Sorry, can I see the first email again? Can I see the
 22 upper page?
 23 Q. Of course. Let's go back to page 1 {RYD00005374/1}.
 24 That's the first part of the email.
 25 A. Yeah, my understanding is that --

38

1 Q. We can go back to the second page {RYD00005374/2} so
 2 that everybody can see what you're answering.
 3 A. Thank you.
 4 Q. "Or is showing them cassettes a risk?"
 5 My question again: what did you understand?
 6 A. There was still a lot of discussion about face-fixed,
 7 which is where you literally see sort of the fixings,
 8 you get circular fixings there, or the cassettes, where
 9 the fixing is hidden. So he's just suggesting that --
 10 I think the face-fixed option was more economic, so
 11 I think that's what he's implying. But I think the
 12 planners were actually quite keen to have something that
 13 would be beautiful and last a long time. So I think
 14 whatever we'd shown them, they would have still made
 15 their own minds up.
 16 Q. He says:
 17 "Or is showing them cassettes a risk?"
 18 What I would like to know, please, is what did you
 19 understand he meant by the word "risk"? Risk of what?
 20 A. I believe that the face fixing was more economic; the
 21 cassette fixing was more expensive.
 22 Q. So did you understand that he meant that if they were
 23 shown cassettes, they might go for the more expensive
 24 option? Was that the risk that you understood him to
 25 mean?

39

1 A. I suspect it was the financial risk, but as you
 2 appreciate, that's what the planners ultimately went
 3 for. They did choose the most expensive fixing option
 4 because the aesthetics of it to them were preferable.
 5 Q. Yes, I just want to get a precise, clear answer,
 6 Ms Williams.
 7 He used the word "risk", "is showing them cassettes
 8 a risk", and I want to know what he meant, to your
 9 understanding, by the word "risk".
 10 Did you understand him to mean that, if the planners
 11 liked cassette, there was a risk that they would go for
 12 them, and that, because they were more expensive, the
 13 TMO wouldn't achieve the maximum possible savings?
 14 A. As I say, I believe it was a financial risk. The
 15 planners did choose cassettes, and therefore we did
 16 install that on the building.
 17 Q. Let's look at the top of the email chain
 18 {RYD00005374/1}. We can see that there is a reply to
 19 you from Simon Lawrence a few days later on 29 May 2014.
 20 I say to you; you're copied in, as is David Gibson and
 21 Bruce Soules.
 22 If you go down a little bit in the email, you can
 23 see that it says in the third line -- there is a full
 24 stop, I'm afraid, which rather spoils the sense of it,
 25 but he says -- I'll take it from the second sentence,

40

1 it's probably easier:
 2 "KCTMO's and our feeling is that in order to
 3 progress the planning issue around cladding material and
 4 reduce the risk of effecting the procurement schedule.
 5 Is to show the Planners an example of an existing
 6 building in Kilburn (as referenced below) which has been
 7 completed from Natural Aluminium Brushed ACM panel,
 8 albeit this building is in cassette form rather than
 9 face fix. Hopefully from a visit we can get their early
 10 buy in for the finish/material (natural metallic and
 11 visually textured) to be used. Providing this is
 12 acceptable we then only have to convince them of the
 13 face fix rather than cassette by carrying out a mock up
 14 on the side of Grenfell Tower.

15 "What are your thoughts?"

16 My question is: were you aware that Rydon themselves
 17 wanted to convince the planners to choose face-fixed for
 18 the cladding? It looks from this as if you were.

19 A. I believe that they'd used face-fixed before on a scheme
 20 called the Chalcots. It was something they were
 21 familiar with.

22 Q. Did you yourself share Rydon's desire or ambition to
 23 persuade the planners to adopt face-fixed panels as
 24 opposed to cassette system panels?

25 A. I wanted them to make a decision. The decision was

41

1 theirs to make. I wanted a decision to be made so that
 2 we could keep on with the contract procurement. I had
 3 no view over the fixing or the colour. It was not my
 4 area. My area was to keep the contract moving.

5 Q. Are you telling us that you had no preference yourself,
 6 or the TMO had no preference itself, about whether
 7 cassette or face-fixed was selected by the planners?

8 A. I had no preference myself as to whether it was
 9 face-fixed or cassette.

10 Q. Right.

11 Well, let's go to your February 2019 statement and
 12 look at page 34 [TMO00840364/34], paragraph 191. You
 13 say in that paragraph:

14 "A flat panel aluminium composite material (ACM) was
 15 proposed as the cladding material at higher levels and
 16 that the flat ACM be face fixed. My understanding was
 17 that aluminium was preferred because of the preferred
 18 colours available which the planners were insistent on
 19 having."

20 Now, aluminium, of course, was preferred to zinc on
 21 the grounds of cost as part of a value engineering
 22 exercise, wasn't it?

23 A. Yes.

24 Q. And in fact it's right, isn't it, that you had to go
 25 through an amendment to the planning to swap ACM in and

42

1 take zinc out, which didn't culminate until
 2 September 2014, when you got the approval; is that
 3 right?

4 A. I don't know when the drawings were amended, but
 5 I believe we did get the approval, as you say.

6 Q. It's right, isn't it, that in fact all through that
 7 period, certainly from May to September 2014, both you
 8 and Rydon were as one, weren't you, in pushing the case
 9 for face-fixed aluminium?

10 A. I think that we wanted to move the project forward. As
 11 I say, I personally had no view and the planners were
 12 always going to be the ultimate decider as to what they
 13 wanted.

14 Q. They were going to be the ultimate decider as to what
 15 they wanted, Ms Williams --

16 A. Yes.

17 Q. -- but my question was: isn't it right that you and
 18 Rydon were as one, unanimous, in seeking to persuade the
 19 planners to adopt the face-fixed as opposed to the
 20 cassette?

21 A. I would not say that was the case. We wanted a decision
 22 made. I believe that the cost plan allowed for both
 23 options. I think it was -- that the face-fixed was the
 24 cheaper option, but I believe our cost plan had allowed
 25 for cassette fixing at that time.

43

1 Q. And you wanted face-fixed as opposed to cassette because
 2 it was the cheaper option.

3 A. I didn't say that.

4 Q. No, but I'm suggesting it to you.

5 A. I said that that was the cheaper option, but we just
 6 needed the project to move because we were already
 7 on site and we needed to procure the packages, and we
 8 needed to know what we were procuring. So I would say
 9 the TMO was more programme orientated, even though
 10 budget is a big consideration, and it wasn't as clear
 11 cut as you're saying.

12 Q. Did you ever tell Rydon that you were indifferent to
 13 whether it was face-fixed or cassette?

14 A. I didn't personally. I don't know whether anybody else
 15 did. I suspect not. We just needed a resolution.

16 Q. Did you ever tell Rydon that they needn't bother trying
 17 to persuade the planners at Kensington to adopt
 18 face-fixed over cassette, it was a waste of time because
 19 you were indifferent, you didn't mind? Did you tell
 20 them that?

21 A. No, we would not have phrased anything like that, that
 22 sounds unlikely. What we did was obviously say, "We
 23 need a decision made". Rydon had used face-fixed
 24 before, they were familiar with that, they said it was
 25 an economic option, but the planners visited Kilburn,

44

1 I don't know if they visited the Chalcots as well, and
 2 they clearly had the preference not to have the fixings
 3 visible. So I think it was a battle that was never
 4 going to be won, and I don't think we laboured it the
 5 way you have explained.

6 Q. What did you think at the time was the point of Rydon
 7 having all these meetings with planning in order to push
 8 the case for face-fixed, if in fact in the end you
 9 didn't mind whether it was face-fixed or cassette?

10 A. The emphasis on the meetings wasn't all about whether it
 11 was face-fixed or cassettes, it was about the colours,
 12 it was about -- the colour was a graduated colour with
 13 different bands. It was a more general meeting with the
 14 planners. It wasn't purely just bashing away at one
 15 point.

16 Q. I may come back to this question later in your evidence,
 17 Ms Williams, but for the time being, let's move forward.
 18 Can I then ask you about the value engineering
 19 effect of ACM as opposed to zinc.

20 Can we start with the 1 April 2014 contractors'
 21 induction meeting note at {ART00002256}, please. Now,
 22 you were there, as we can see, as the third person down
 23 on the list of attendees. I think I'm right in saying
 24 that you would have received this note or this minute
 25 before the next one; is that right?

45

1 A. Yes.

2 Q. So you would have had a chance to correct it.

3 Can we go to page 2 {ART00002256/2}, item 2.1. It
 4 says there under "Proposed savings referenced in tender
 5 submission":

6 "There is a potential saving of up to £376,175 that
 7 could be realised through changes to the proposed
 8 cladding. Savings can be achieved by changing the
 9 material and the method of fixing. Changing from zinc
 10 to aluminium and using a face fixing, rather than
 11 cassette, would save the most money."

12 Can you recall who said that?

13 A. I would assume it would be Rydon.

14 Q. Does it represent an accurate record, to the best of
 15 your recollection, of Rydon saying what's recorded
 16 there?

17 A. Artelia took the minutes, but I would suspect that's
 18 a resume, yes.

19 Q. An accurate one? I know it's a long time ago.

20 A. Yeah, it's a long time ago, and these minutes also say
 21 "draft" at the top, don't they? So I suspect it's
 22 a fair resume.

23 Q. Do you remember a figure being mentioned at the meeting?

24 A. There would have been a figure at this point, but
 25 I don't remember the quantum.

46

1 Q. Right. You don't, okay.

2 Do you think, doing the best you can recalling it,
 3 that what figure they mentioned -- and let's go with
 4 £376,175 because it's in the minute -- was the maximum
 5 amount of saving that Rydon could find, or did you think
 6 it was the maximum amount that they were giving to you,
 7 regardless of whether they could get it for cheaper?

8 A. I think -- it was recorded, I think, as the maximum they
 9 could find.

10 Q. It is recorded as "potential saving of up to £376,175
 11 that could be realised through changes to the proposed
 12 cladding". I really want to get what your impression of
 13 what they said was.

14 Did you think that that was the maximum amount that
 15 was available or only the maximum amount that they were
 16 prepared or willing to give you by way of a --

17 A. I thought it was the maximum amount that was available,
 18 because there would have been economies of scale on
 19 cladding and on the windows because, as I say, it was
 20 a substantial financial package, so that seemed to be
 21 the best that they could do.

22 Q. Do I take it from that that you didn't know what prices
 23 Harley, as the putative cladding subcontractor, were
 24 offering Rydon at the time?

25 A. No, I wouldn't have known.

47

1 Q. Were you aware at the time that Rydon did not offer and
 2 were not going to offer the TMO the full amount of
 3 savings that could be made?

4 A. No.

5 Q. Would you have expected Rydon to pass on all of the
 6 savings that could be made in respect of the cladding to
 7 the TMO?

8 A. Yes, because they knew that we were looking to make
 9 a viable contract sum, so yes.

10 Q. Can we go to {RYD00004204}, please. This is an email
 11 from Zak Maynard to Steve Blake. It's an internal Rydon
 12 email of 8 May 2014, so actually at the very time that
 13 you're discussing ACM with the planners. You can see
 14 that the saving offered for aluminium face-fixed was
 15 £376,175. Do you see that?

16 A. Yes.

17 Q. It's a familiar figure. "Harley £577k", do you see
 18 that?

19 A. Yes.

20 Q. "Ally cassette - Saving offered £293,368 (Harley £420k).
 21 "Alternative Zinc face fix - Saving offered £202,372
 22 (Harley £280k)
 23 "Alternative Zinc cassette - Saving offered £100,406
 24 (Harley £157k)."

25 A. Yes.

48

1 Q. Those are the differences .
 2 My question is , having shown you that document, what
 3 would you have done had you discovered that Rydon were
 4 planning to pocket up to £200,000-odd difference between
 5 the savings Harley had offered Rydon and the savings
 6 Rydon was offering the TMO?
 7 A. I would have taken it up to my manager, managers.
 8 Q. Would you have expected them to pocket £200,000 on the
 9 difference?
 10 A. No.
 11 Q. Thank you.
 12 Did you understand at the time that if face-fixed
 13 was selected as opposed to cassette , face-fixed ACM as
 14 opposed to cassette ACM, Rydon would pocket a larger
 15 difference?
 16 A. No, I didn't understand they were pocketing any
 17 difference at the time.
 18 Q. When did you first discover -- well, did you ever
 19 discover until I'm showing you the documents, or perhaps
 20 until these hearings began this year, that Rydon had
 21 pocketed or stood to pocket £200,000-odd worth of
 22 difference?
 23 A. I understood it when the hearing started, when Rydon
 24 gave evidence.
 25 Q. Did that come as a surprise to you?

49

1 A. Yes.
 2 Q. Can we just move on in the story a little bit further,
 3 then, into 2014 and look at the topic of value
 4 engineering.
 5 We start with {ART00005977}, please. Now, this is
 6 an email from you to Chweecheen Lim dated 16 July 2014.
 7 I should just warn you, Ms Williams, the dating on these
 8 emails, which are internal Artelia emails, are done in
 9 the American style, so you start with the month and then
 10 you have the day. But that's not consistent, so we're
 11 doing our best to work out the dates.
 12 But this is an email from you to Chweecheen Lim on
 13 that date, 16 July 2014, and you say:
 14 "Hi Chweecheen
 15 "This is just an urgent nudge email.
 16 "I have been reminded that we need good costs for
 17 Cllr Feilding Mellen and the planner tomorrow at
 18 8.45 am!
 19 "We discussed:
 20 "1. fully cassette fixed cladding (columns and
 21 panels)
 22 "2. fully face fixed cladding (ditto)
 23 "3. hybrid version ..."
 24 First of all, when you say "I have been reminded",
 25 who reminded you?

50

1 A. I would suspect Peter Maddison.
 2 Q. Do you know why he reminded you?
 3 A. Because I would think he would be meeting
 4 Councillor Feilding-Mellen and the planner. I might
 5 have been there, I don't remember, but Peter would have
 6 been an attendee.
 7 Q. You use the word "good costs". Was that his expression
 8 to you or your expression to Chweecheen Lim?
 9 A. That was my expression, and I'm meaning accurate costs,
 10 because obviously we wouldn't want to present anything
 11 to a councillor and then have to change our mind by
 12 being too high, too low.
 13 Q. I see.
 14 A. So the idea was that they were accurate costs.
 15 Q. Not low? Not --
 16 A. Something we could stand by and not have to say, "Oh, we
 17 made a mistake, there was a 20-grand difference". So
 18 accurate costs that we could put on the table and not
 19 have to change.
 20 Q. I see. So reliable?
 21 A. Yeah, reliable.
 22 Q. I follow.
 23 Did you think that Councillor Feilding-Mellen's
 24 decision was going to be based in any way on questions
 25 of price?

51

1 A. I don't know what Councillor Feilding-Mellen -- I don't
 2 know whether he was going to be making a decision.
 3 I think he wanted to have a look.
 4 Q. Why did you think at the time that
 5 Councillor Feilding-Mellen would be interested in having
 6 reliable costs, particularly for the cladding?
 7 A. He was local and he was head of the RBKC department that
 8 I think is called housing and regeneration or something
 9 of that sort. So he was an interested party and he
 10 lived locally. I think those are the main reasons why
 11 he would want to be aware of the situation.
 12 Q. Right. I can see why living locally might give him
 13 an interest in what it looked like, but can you just
 14 explain to him why him living locally might be relevant
 15 to the "good costs" that were needed?
 16 A. I think that it was a case of -- as I say, I think Peter
 17 led this -- having full information at his fingertips.
 18 So I don't think Councillor Feilding-Mellen would have
 19 particularly sort of interrogated the costs, but I think
 20 it was important that we had them available.
 21 Q. Can we go to Chweecheen Lim's witness statement where she
 22 deals with this email. This is at {ART00005187/34},
 23 please. If we look at paragraph 114 there in the middle
 24 of the page, she recites the contents of this email that
 25 we've just looked at together, and then at paragraph 115

52

1 she says:
 2 "Claire Williams was under pressure within the TMO
 3 on costs."
 4 Now, of course, this is Chweecheen Lim's observation.
 5 Would you agree that at this time you were under
 6 pressure on costs?
 7 A. Well, Chweecheen was a QS, so she would know about the
 8 costing area of the project rather than anything else.
 9 It was -- we were trying to finalise the contract cost,
 10 so for her, yes, this would have been on her radar, that
 11 I was talking to her specifically to see if we can get
 12 this resolved. But it wasn't specifically just on cost.
 13 As I say, we needed this to be resolved to move the
 14 programme forward, but that wasn't her area of the
 15 business.
 16 Q. Is it right that you were under pressure within the TMO
 17 on costs, as she says?
 18 A. To get them clear, yes, so that we knew what our budget
 19 was.
 20 Q. I see.
 21 Can we then turn to the topic of value engineering
 22 and just look at that briefly.
 23 Did the projects that you had worked on before you
 24 joined the TMO have value engineering exercises
 25 associated with them?

53

1 A. Every project I've ever worked on had value engineering
 2 in it.
 3 Q. What did you understand value engineering to mean at the
 4 time of the Grenfell Tower project, and particularly in
 5 the first half of 2014?
 6 A. Value engineering is about looking at options either of
 7 construction technique or alternative materials which
 8 may be brought about because technology changes, there
 9 is different ways of doing things, or it could be about
 10 alternative materials which are on the market which
 11 perhaps the specification didn't include. But it's --
 12 I think the critical bit is it's not about reducing the
 13 function; it's about looking at alternatives that
 14 actually meet the requirements.
 15 This was a design and build contract, but there are
 16 many partnering contracts where that is one of the first
 17 things you do, you sit down with contractor, client,
 18 other professionals, and you look at what the
 19 specification is and if there's a better way of meeting
 20 it, and as I say, quite often technology plays its part,
 21 as well as materials that people who work in those
 22 trades know that there's other options.
 23 So it's a useful exercise on every scheme. It's
 24 standard.
 25 Q. Did you understand that that there was a distinction

54

1 between, on the one hand, value engineering aspects of
 2 design or the materials or products within the scope of
 3 a project, and on the other hand reducing the scope of
 4 the project, in both cases in order to come within
 5 budget?
 6 A. Yes, as I say, I'm clear that value engineering isn't
 7 about reducing function, and particularly as a landlord,
 8 you want to put in the best quality materials you can
 9 because you then have the ongoing maintenance. So value
 10 engineering is well understood. It's quite constrained.
 11 MR MILLETT: Right.
 12 Mr Chairman, I've come to the end of that topic and
 13 the start of another topic, which is a substantial one
 14 which I won't finish within five minutes.
 15 SIR MARTIN MOORE-BICK: Right, so that would be a convenient
 16 point to have a break?
 17 MR MILLETT: If that's convenient to you, yes.
 18 SIR MARTIN MOORE-BICK: Thank you.
 19 I think, Ms Williams, we will take a break, slightly
 20 earlier than usual, but we will take it at this stage.
 21 We will come back at 11.30, please, and in the meantime,
 22 please don't talk to anyone about your evidence or
 23 anything to do with it.
 24 THE WITNESS: Okay, thank you.
 25 SIR MARTIN MOORE-BICK: Thank you very much.

55

1 (Pause)
 2 11.30, then, please.
 3 MR MILLETT: Thank you.
 4 SIR MARTIN MOORE-BICK: Thank you.
 5 (11.15 am)
 6 (A short break)
 7 (11.30 am)
 8 SIR MARTIN MOORE-BICK: Right, Ms Williams, ready to carry
 9 on?
 10 THE WITNESS: Yes.
 11 Can I just mention the issue of the diaries this
 12 morning? I was thinking --
 13 SIR MARTIN MOORE-BICK: What did you want to say about them?
 14 THE WITNESS: Can I just mention that obviously we were
 15 being advised by somebody prior to Kennedys when this
 16 all started.
 17 SIR MARTIN MOORE-BICK: Yes, I think we understand that.
 18 THE WITNESS: Yes, okay, that's fine.
 19 SIR MARTIN MOORE-BICK: Thank you.
 20 Yes, Mr Millett.
 21 MR MILLETT: Thank you, Mr Chairman.
 22 Ms Williams, I want to ask you some questions on the
 23 subject of Exova and start with what you knew about
 24 Exova at the start.
 25 Now, can I go to your February 2019 statement,

56

1 please, at page 28 {TMO00840364/28}. I would like to
 2 look with you at paragraph 159. You say there:
 3 "I do not think I was aware of the involvement of
 4 Exova at that time ..."
 5 Pausing there, this is at the time of your initial
 6 involvement.
 7 "... but I was later aware that they produced
 8 reports to Studio E and I therefore assume that they
 9 were engaged by Studio E to assist them with the tender
 10 specifications specifically in relation to fire safety
 11 strategies. I am aware that Exova produced reports to
 12 Studio E giving input to fire safety strategies."

13 Now, I think, is it right that your assumption was
 14 based on the fact that Exova produced reports to
 15 Studio E?

16 A. Yes, they had produced -- I'm aware of one report they'd
 17 produced to Studio E, yes.

18 Q. Did you see those reports, or that report, the one
 19 report which led you to your assumption or conclusion?

20 A. I did. There was -- in the stage D report there was
 21 something dated the December -- December 2012, I think?

22 Q. September.

23 A. Was it? I don't know. But, as I say, the stage D
 24 report had an Exova report that was from 2012. I hadn't
 25 met anybody from Exova --

57

1 Q. Right.

2 A. -- until I assumed that that was the -- they were
 3 subconsultants to Studio E.

4 Q. When do you think you first saw the stage D report?

5 A. I suspect it was about the time I arrived. I -- yeah,
 6 I was given a lot of paperwork, and I think it was
 7 fairly fresh, about the time I arrived, or soon after.
 8 So it would have been September 2013.

9 Q. Did you ever check precisely by whom Exova had been
 10 engaged?

11 A. I had little information -- I took over from somebody
 12 else doing the role, so there was little information in
 13 the directory, and I think I asked, but it was a little
 14 bit unclear at the time, it was -- I was trying to tidy
 15 up my spreadsheet, understand what costs we would be
 16 incurring, and it was a little bit unclear on Exova.
 17 There was nothing that jumped out saying who had
 18 appointed them.

19 Q. You have referred to this spreadsheet before,
 20 Ms Williams, and I'm not sure we know what you are
 21 talking about. Can you just enlighten us: what is the
 22 spreadsheet?

23 A. It's a cost spreadsheet which was updated monthly for my
 24 financial controller, and it has the -- every cost on it
 25 that I would be aware of. So it has the works cost, it

58

1 has all the consultants' fees, it has all the ad hoc
 2 costs like decanting costs. We had to pay additional
 3 planning fees, so it has items like that on it, and it's
 4 the whole scheme cost, whether it's just works or
 5 on-costs.

6 Q. Just help me explore this a bit. You say it's a cost
 7 spreadsheet which is updated monthly for your financial
 8 controller.

9 First of all, who was the financial controller?

10 A. Magda Nowak.

11 Q. When you say it was updated monthly, does that tell us
 12 that it was amended monthly so that you wouldn't have
 13 a record of the previous month or, as it were, a rolling
 14 dynamic document, or did you produce a new one each
 15 month?

16 A. It was overwritten, with the old one being saved. So
 17 there is a chronological --

18 Q. Right.

19 A. -- record of what the costs were at each point.

20 Q. Did you have your own hard or soft copy of this document
 21 or documents or was it on a central platform or
 22 database?

23 A. It was in my own directory, but I would share it with
 24 Magda every month, and she would -- effectively we would
 25 check -- I would check -- I would say to her, "These are

59

1 the invoices I know that I've paid and that's what the
 2 total figure is". She would look at the accounts that
 3 came via the central finance database to make sure that
 4 the two tallied. So we effectively did a reconciliation
 5 every month. But also mine would then show also
 6 potential future costs, so she would be aware of what
 7 was coming up.

8 Q. Do you know what happened to that document after the
 9 fire?

10 A. It would be in my directories.

11 Q. What happened to your directories?

12 A. They are with my lawyers.

13 Q. You see, we have searched for those documents that
 14 you've referred to, when you referred to them last week,
 15 and we have asked Kennedys for them, and so far we've
 16 had no disclosure of them. Can you explain that?

17 A. No.

18 Q. Right. Well, we will see if we can pursue that.

19 Going back, then, to where I think I had left off
 20 when asking you about the question of Exova. You say
 21 you took over from somebody else doing the role.

22 A. Yes.

23 Q. And you think you asked.

24 Who did you ask about what Exova were doing and
 25 particularly who they had been retained by?

60

1 A. The person I took over from was a temporary project
 2 manager, Sasha Kulidzan. He wasn't clear either and --
 3 Q. So you asked him, did you? You asked Sasha?
 4 A. Yes, I did.
 5 Q. Right.
 6 A. And he just referred me to the directory, but there was
 7 no information there, so then I believe I would have
 8 spoken to David or Peter and then probably Studio E,
 9 ultimately, to find out. Or perhaps Artelia, because
 10 I did have a session with Artelia on all the different
 11 appointments.
 12 Q. What did any of those people tell you about by whom
 13 Exova had been retained?
 14 A. The wisdom was that they were subconsultants to
 15 Studio E, but that the TMO were responsible for paying
 16 them.
 17 Q. Right, "the wisdom". That doesn't really tell me much.
 18 Who said what, do you remember?
 19 A. I don't remember. It would be over a protracted period
 20 because, when I first started, as I say, I talked to the
 21 people who were involved at the time, and I had the
 22 directory which should have had appropriate documents
 23 in. It was a little bit scant on information in
 24 relation to Exova.
 25 Q. Right.

61

1 Given that you discovered that the TMO were
 2 responsible for paying them, did you not think that it
 3 was your responsibility to make sure you knew what it
 4 was that Exova were producing in return for the fees
 5 that you were paying?
 6 A. They were working to Studio E, so it was a slightly
 7 different basis of appointment. So I didn't instruct
 8 them to do anything, it was Studio E who'd instructed
 9 them in terms of the scope of their services, was my
 10 understanding because --
 11 Q. You say they were working to Studio, but you were paying
 12 them.
 13 A. Yes.
 14 Q. My question is: given that you were paying them, didn't
 15 you want to see the work product?
 16 A. I had seen the report that was in the stage D report,
 17 and they were clearly involved in the project, because
 18 I was copied in on emails throughout.
 19 Q. You say they were clearly involved in the project; well,
 20 we'll come to see the reports they do. But my question
 21 is, as a general question: given that the TMO was
 22 responsible for paying Exova's fees, were you not keen
 23 to make sure that you were given and read whatever it
 24 was that Exova produced from time to time?
 25 A. I understand what you're saying, but as I say, I think

62

1 at the time I was looking more to understand what the
 2 fee -- total fee cost incurred would be. And
 3 I understood that Studio E had appointed them, and
 4 I didn't interrogate that, but Studio E were still
 5 involved with them, so I assumed that they were getting
 6 the product they wanted.
 7 Q. That was an assumption you made without asking, is it?
 8 Or did you actually ask them?
 9 A. I don't remember asking Studio E, "Are you getting what
 10 you want from Exova?"
 11 Q. Let's go to {TMO00855925}, please. This is an email
 12 chain between you and Terry Ashton at Exova in
 13 November 2013, so only a couple of months or so after
 14 you had arrived, and he sets out the stage that he
 15 considers Exova has reached. Do you see?
 16 A. Yes.
 17 Q. And he says:
 18 "Our fee proposal for providing consultancy services
 19 on the project was sent to Bruce Soune ... [in]
 20 May 2012. This was for RIBA Stages C and D/E. The
 21 total fees were £8,600 + VAT (£3,300 + VAT) ..."
 22 Then he goes on:
 23 "Works for stage C have been completed. With
 24 regards to Stages D/E we have issued two invoices:
 25 "· One dated 19/12/12 for £489 + VAT; and

63

1 "· One dated 30/09/13 for £973.50 + VAT."
 2 Now, I've set all that out to you. Those are
 3 detailed figures.
 4 You told us that you thought Exova was Studio E's
 5 subconsultant.
 6 A. Yes.
 7 Q. Did it occur to you to ask why Exova were writing to you
 8 about invoicing and payment?
 9 A. I think when you asked who I asked about Exova, I think
 10 I must have struggled to get a response, so it looks
 11 here as though I actually went to the horse's mouth and
 12 said, "What is your fee? What is the commitment
 13 fee-wise that we have made?"
 14 Q. Right. Well, let's see if we can pursue that.
 15 You said you went to the horse's mouth; was the
 16 horse Mr Ashton?
 17 A. As the Exova rep, yes, it was.
 18 Q. Right.
 19 Let's go to {EXO00000575}, please. This is an email
 20 from you to Exova on 6 November 2013. It's sent to
 21 William Blair at Exova, copied to Peter Maddison and
 22 Margaret Treanor at Exova:
 23 "William,
 24 "I have just had this week from Terry Ashton the
 25 basis of your fee quotes - apologies but I have just

64

1 taken over this role and the electronic directories did
 2 not have adequate information so I could confirm the
 3 validity of the invoice.”
 4 Pausing there, is that you going to the horse’s
 5 mouth?
 6 A. It is, yes.
 7 Q. Right. So the horse was in fact William Blair, not
 8 Terry Ashton.
 9 A. Yeah.
 10 Q. It doesn’t matter.
 11 You say:
 12 “Now I have Terry as a contact I will be able to
 13 pick up any queries with him.
 14 “Apologies for the delay, the invoice will be with
 15 our finance administrator this week - as will the one
 16 just issued.”
 17 So by November 2013, you were at least familiar with
 18 the fact that Exova were involved in the Grenfell Tower
 19 project in some way.
 20 A. Yes.
 21 Q. Am I right in thinking that you were the point of
 22 contact for Exova, at least on invoicing matters, from
 23 this time?
 24 A. Yes. My -- yeah, as you say, this invoicing was my main
 25 priority initially, yes.

65

1 Q. Were you aware by this time -- early November 2013 --
 2 that Exova had been asked to produce two strategies: one
 3 for the building in its existing state and one for the
 4 refurbishment?
 5 A. I’m aware they did one for the refurbishment. I have
 6 heard from the hearing that they didn’t exist in one,
 7 but I don’t -- I wasn’t aware of that at the time and
 8 I’ve only understood that in the last month or so.
 9 Q. Just to be crystal clear, there is in existence, and
 10 there has been plenty of evidence about it, a document
 11 which is a draft called an existing fire safety strategy
 12 produced and dated 16 August 2012 which names the TMO as
 13 a client. Is that a document you have ever seen, do you
 14 think?
 15 A. No, no, I wasn’t aware of it and I am not aware of it.
 16 Q. You say in your last answer but one that you were aware
 17 they did one for the refurbishment. Can you be clear in
 18 your mind what you are talking about there?
 19 A. Yeah, the one that brought them to my attention first of
 20 all was the stage D report, and that was the report
 21 dated 2012.
 22 Q. You mentioned December, and in fact --
 23 A. I thought it was December. I don’t know if I’m --
 24 Q. But a 2012 document?
 25 A. Is it? Yeah, I was going to say I might have got the

66

1 month wrong, but it’s 2012.
 2 Q. Now, looking at the emails about the invoices that we
 3 have been talking about a moment ago, you were told that
 4 there had been a balance of £2,985-odd left from the fee
 5 quote.
 6 A. Yes.
 7 Q. Did you understand from that that, as at November 2013,
 8 Exova expected that there was more work to be done on
 9 the Grenfell Tower project?
 10 A. Can I just go back to the email? Because I focused on
 11 the -- what I thought was the final figure.
 12 Q. Yes, certainly. It’s {TMO00855925}.
 13 A. Thank you.
 14 (Pause)
 15 Sorry, would you ask your question again, sir?
 16 Q. Yes.
 17 Looking at this email, and looking in particular
 18 that there was still £2,985-odd plus VAT left as
 19 a balance, in other words work not done as part of the
 20 quotation because there was still money to be paid to
 21 them, did you understand that Exova expected that there
 22 was more work to be done?
 23 A. I don’t know that I did, because this talks -- the
 24 second paragraph from the bottom says:
 25 “We are about to issue a further invoice ...

67

1 bring ... invoices to ...”
 2 Yeah, no, I wasn’t clear. I would say I wasn’t
 3 clear.
 4 Q. Did you try to get clarity about what it was that would
 5 represent the balance of £2,985-odd of work which Exova
 6 were yet to do?
 7 A. No, I would be looking -- I would be focusing on the
 8 first paragraph, which said the total fees were £8,600
 9 plus VAT. I would be putting that into my spreadsheet.
 10 Q. Right, but you --
 11 A. I wouldn’t be thinking about the scope of works they had
 12 left, I would just be looking at the financial
 13 commitment.
 14 Q. But in doing that, you would understand that, of the
 15 £8,600 plus VAT agreed, only some £5,300 had been used
 16 up, leaving either work in progress or work not yet done
 17 of £2,985. Would that not have registered with you?
 18 A. I don’t remember, but I understand what you’re saying
 19 now.
 20 Q. Yes.
 21 A. But I don’t remember at the time thinking: oh, there’s
 22 that much due. But I probably would have when I put it
 23 into the spreadsheet. That probably would have been
 24 crystal.
 25 Q. Let’s see if we can get at it slightly differently.

68

1 When you started at the TMO, is it right that the
 2 employer's requirements were being developed for the
 3 tender?
 4 A. Yes.
 5 Q. Did you look at them?
 6 A. I ... because they were produced and sent out as
 7 a tender, probably within two months of my arrival,
 8 I had a lot to look through, but what I did do, I did
 9 glance through them, again just looking at headings,
 10 looking at topics that they covered.
 11 Q. Did you look at the documents that were provided with
 12 the tender documents or that comprised the tender
 13 documents?
 14 A. I would have looked at what I might have understood more
 15 than the bits I didn't understand. So I probably would
 16 have looked at, for example, the new flats rather than
 17 the M&E specification, which would have been something
 18 I wouldn't have even got an understanding of.
 19 Q. Now, the tender documents that were produced in November
 20 and went to all the bidders did have with them a version
 21 of Exova's outline fire safety strategy, in other words
 22 a fire safety strategy for the refurbishment, as it
 23 stood at November 2013. Did you appreciate that?
 24 A. I can't say that I'd seen it, no.
 25 Q. Let's look at {EXO00001106}, please. This is an outline

69

1 fire safety strategy, as it says, produced by Exova, and
 2 it's a report to Studio E, date: 7 November 2013, issue
 3 number: 3. That's the first page of it.
 4 Is that familiar to you?
 5 A. It's a similar frontispiece as the 2012 report, so
 6 I don't remember that date.
 7 Q. Right.
 8 A. I don't know whether it went straight into the tender,
 9 I don't know whether it went to Studio E, but I'm not
 10 aware of reading this.
 11 Q. Right. Let me try it differently.
 12 When you read the tender documents that went out to
 13 the bidders, do you remember seeing an Exova document
 14 that looked like this?
 15 A. I don't remember seeing any Exova information in the
 16 tender. It could have been, I just didn't look at that
 17 area. As I say, I would have looked at the areas that
 18 interested me, not the whole tender, because it would
 19 have not been something I would have got to grips with.
 20 Q. Whose job was it within the TMO to make sure, as the
 21 client, that the tender documents were complete and in
 22 order?
 23 A. The tender was compiled by Artelia, and I would expect
 24 them, as part of their contractual responsibility, to
 25 make sure everything was in there. Obviously they were

70

1 our CDMC, and one of the CDMC roles is to make sure that
 2 the tenderers have all the information that is required
 3 to allow them to do their tender and understand what any
 4 safety implications are of the work. But I would expect
 5 Artelia to have looked at the documents compiled for us.
 6 Q. Did anybody within the TMO have any responsibility to
 7 ensure that the tender documents were complete and in
 8 order?
 9 A. Again, we would have relied on our professional
 10 consultants, because they all had responsibilities under
 11 the contract to make sure the paperwork was there.
 12 Q. You see, this is a tender exercise that was the subject
 13 of detailed consideration and advice from Artelia for
 14 many months during 2013, which culminated in the sending
 15 out of a tender package to bidders, having gone through
 16 a PQQ process, in the November of 2013.
 17 What I'm trying to get at is: was anybody within the
 18 TMO responsible for making sure that the tender package
 19 that went out, that the TMO was conducting in relation
 20 to the tender, was what the TMO wanted to send out?
 21 A. I believe that, like myself, others would have looked at
 22 this. This had been on the table -- obviously it had
 23 gone to Leadbitter previously. So I believe it will
 24 have been looked at, but ultimately it was the
 25 responsibility of Artelia to make sure that it was

71

1 complete.
 2 Q. Leaving aside the question of legal responsibility for
 3 the moment, if that's what you understand by my
 4 question, in common-sense or simple terms: who was
 5 interested in the TMO in just checking and making sure
 6 that the tender documents were complete and in order, if
 7 anybody?
 8 A. I think that probably David Gibson would have looked at
 9 them earlier on when they'd gone to Leadbitter.
 10 Obviously they're in a new version now. I cast my eye
 11 across them, but, as I say, my interest would only be in
 12 certain areas, and I wouldn't have the understanding as
 13 to -- enough about the project at this time to know what
 14 should be there and what shouldn't be there.
 15 Q. Was anybody in the TMO given the role of signing off the
 16 tender package?
 17 A. Not that I'm aware.
 18 Q. Does that tell us that nobody actually gave instructions
 19 to Artelia, final instructions, to send it out?
 20 A. I don't remember giving instructions to Artelia to send
 21 it out. I believe they would have said, "We have
 22 everything in the package ready for tender, are you
 23 happy for it to go out?" So it would have been slightly
 24 differently put, that they would -- compiling the tender
 25 documents, as under their role, that they would say to

72

1 us, "We think we're ready to go, are we good to send it
2 out now?" and we would have said yes.
3 Q. "Are you happy for it to go out? Are we good to send it
4 out?" Those are two questions. Who did Artelia ask
5 those questions of?
6 A. I would suggest that it would probably be Jenny or any
7 of the TMO team, because obviously by this point it
8 would only be going to the five tenderers, so we would
9 have just -- we would have already seen the draft letter
10 that was going with it. So we would have said, "Yes,
11 please go now", because obviously the whole programme of
12 works was predicated by the tender going out in a timely
13 way.
14 Q. You say, "I would suggest that it would probably be
15 Jenny". Do you actually recall who it was who took the
16 final decision within the TMO to instruct Artelia to
17 send out the tender package?
18 A. No. No, I don't remember specifically.
19 Q. Thank you.
20 Did anybody tell you, or did you discover from such
21 reading that you did, that there were aspects of the
22 external wall construction which Exova said that they
23 would consider in a future issue of their report?
24 A. No.
25 Q. Did anybody have a discussion with you about this report

73

1 at any stage during the tender process?
2 A. No.
3 Q. Did anybody have a discussion with you about this report
4 at any stage thereafter?
5 A. No.
6 Q. Can we go to page 9 {EX000001106/9}, please. I'll just
7 ask the question I asked a moment or two ago in a more
8 targeted way.
9 At the top of that page, you can see
10 paragraph 3.1.4, "Compliance with B4 (external fire
11 spread), and Exova say this:
12 "It is considered that the proposed changes will
13 have no adverse effect on the building in relation to
14 external fire spread but this will be confirmed by an
15 analysis in a future issue of this report."
16 Did you know or did you ever become aware that Exova
17 had made that statement?
18 A. No.
19 Q. Can you explain why you, as the person nominally, at
20 least, in charge of the Grenfell Tower project within
21 the TMO, did not know that?
22 A. It was not pointed out to me, but also the stage D
23 planning report -- or stage D report was about the
24 cladding, so I would assume any further reports from
25 2012 would actually cover the cladding, because it was

74

1 already in the stage D report. The stage D report was
2 very clear that there was going to be external cladding
3 and it talked about what the options were.
4 Q. Well, in both the stage D report and, indeed, the
5 NBS specification, which was a much more recent
6 document, both put zinc forward as the primary cladding
7 material. That's right, isn't it? You knew at least
8 that much?
9 A. I don't know that it was only zinc in stage D. I think,
10 because we hadn't made any decisions, it might have
11 mentioned alternatives. But otherwise it was clear that
12 the building was going to be clad.
13 Q. And at this stage, November 2013, no decision had been
14 reached about what the product or material to be used in
15 the external wall by way of rainscreen had been made.
16 A. True.
17 Q. Now, it would follow from that that any fire strategy
18 produced in November 2013 could never have been final
19 and complete because it couldn't, on any view, have
20 taken into account the cladding as it was later to be
21 chosen for this building. Do you accept that?
22 A. Yes. I wonder why it wasn't picked up. As I say, I ...
23 yeah. I do accept it, yeah.
24 Q. Can we then go to the minutes of the contractors'
25 induction meeting, 1 April 2014, the document we've

75

1 looked at together, Ms Williams, a number of times
2 already. {ART00002256}. This is the meeting we can see
3 that you were at, as well as Peter Maddison and
4 David Gibson.
5 If we go to page 4 {ART00002256/4}, at 5.3 on that
6 page we can see that, under "Novation of Designers", it
7 says:
8 "Exova completed the fire strategy at tender stage."
9 I'll read the whole thing to you and come back to
10 that first sentence:
11 "They have not been novated but SL will contact them
12 with the view of using them going forward."
13 Just looking at the first sentence, "Exova completed
14 the fire strategy at tender stage", given that, at
15 tender stage, so between November 2013 and mid-March
16 2014, the cladding hadn't been decided, do you accept
17 that you couldn't have had a complete and finalised
18 fire strategy by 1 April 2014?
19 A. Yes, their report said they wanted to do a further
20 report, didn't it? Yeah.
21 Q. Who was it who said, do you remember, that Exova had
22 completed the fire strategy at tender stage?
23 A. I don't know. I don't know.
24 Q. Did you realise at the time that Exova had not completed
25 the fire strategy at tender stage, precisely because of

76

1 the paragraph about external fire spread that I've just
 2 shown you in the 7 November 2013 report?
 3 A. No.
 4 Q. The minute then continues:
 5 "They have not been novated, but SL [Simon Lawrence]
 6 will contact them with the view of using them going
 7 forward."
 8 Do you remember who said that?
 9 A. I don't know. Obviously Artelia did these minutes, so
 10 I don't know if they led on the subject or whether
 11 Simon Lawrence did. I don't know.
 12 Q. Very well, and it says indeed "SL" in the action box.
 13 A. Yeah.
 14 Q. So it could be one of those two.
 15 When it was said that he would contact Exova with
 16 the view of using them going forward, using them for
 17 what?
 18 A. I thought that they were going to be part of their
 19 design team.
 20 Q. Whose design team?
 21 A. Rydon's.
 22 Q. For what? Using them for what purpose?
 23 A. For -- I don't know. I don't know enough about what the
 24 fire strategy there -- I don't know enough about the ins
 25 and outs of it, but it looks as though they should have

77

1 been a member of Rydon's design team.
 2 Q. Did you follow up with Rydon -- your, at this stage,
 3 proposed contracting party -- to see whether or not
 4 Simon Lawrence had contacted them with a view of using
 5 them?
 6 A. I'm aware that this minute goes on several times and
 7 that clearly it didn't go anywhere. I think Simon had
 8 said he would contact them, but the minute is never tied
 9 up, is it? It's not resolved.
 10 Q. Well, you're reading ahead, I think, in the story.
 11 A. I am.
 12 Q. So let's just take it in stages.
 13 I think you were at the pre-start meeting on
 14 13 June 2014, weren't you? {ART00002495}, let's just
 15 look at that. This is an Artelia note of that meeting.
 16 We can see you were present --
 17 A. Yeah.
 18 Q. -- as the first person in the list of those present. If
 19 we can go to page 3 {ART00002495/3}, at item 3.5,
 20 a quarter of the way down the page, it says:
 21 "SL to appoint other consultants (to include
 22 fire ...) after the main sub-contractors are on board."
 23 So that was an action point minuted at that meeting.
 24 Did you follow up after that meeting to find out
 25 what Simon Lawrence had done by way of action?

78

1 A. No, we waited for the next meeting for him to update us.
 2 Q. Let's go to those minutes. That's 15 July, progress
 3 meeting number 1 now, {ART00002614/2}. If we look at
 4 item 1.8 there, please, a third of the way down:
 5 "SL to appoint other consultants (to include
 6 fire ..."
 7 Clearly he wasn't reporting back.
 8 A. Yes.
 9 Q. Did you say to him, "What have you done?"
 10 A. No, but I would expect Artelia, as employer's agent,
 11 whose role was to make sure that the project team had no
 12 gaps, to pick this up. They were doing the minutes and
 13 they were managing the contract, so I would expect
 14 Artelia to be clear that they should be pursuing this.
 15 Q. I see.
 16 We get to the next meeting on 16 September 2014,
 17 which is progress meeting number 3, and I'll just read
 18 the reference in: {RYD00018299}, and then again,
 19 progress meeting number 4 on 21 October 2014 at
 20 {ART00003067}. On each of those occasions the minutes
 21 recorded exactly the same thing, namely that
 22 Simon Lawrence was to appoint other consultants, to
 23 include fire.
 24 Now, on none of those occasions do we see you
 25 chasing him up or asking him questions as to why,

79

1 despite the numerous action points throughout the
 2 previous few months, he hadn't got round to appointing
 3 a consultant on fire. Is that right?
 4 A. I think there were lots of things going on in the
 5 project. He had lots of elements of work to put in
 6 place. But this should have been something that he was
 7 thinking about. Possibly he was, but as I say, it
 8 wouldn't be my role within the project team to do that.
 9 It would be for Artelia, as employer's agent, to make
 10 sure that there were no gaps in the project team.
 11 SIR MARTIN MOORE-BICK: Ms Williams, you have said that on
 12 a number of occasions, and I'm getting the impression
 13 that you just left everything to Artelia and you didn't
 14 take much of an interest in what was going on. Would
 15 that be fair?
 16 A. No, that wouldn't be fair. My role was to manage the
 17 client side, not manage the contract.
 18 SIR MARTIN MOORE-BICK: But this is a project for the
 19 client, and you are the client, so to speak, so I just
 20 thought you might take a greater interest in the
 21 project.
 22 A. I understand what you're saying, but bear in mind that
 23 Exova were on board before I was, I wasn't clear what
 24 their appointment was about initially, I've never dealt
 25 with fire strategy in terms of occupied refurbishment,

80

1 so it was something that I was picking up from somebody
 2 else and, as I say, I think that -- hindsight is great,
 3 isn't it? But I think that it was clearly there, it was
 4 minuted by Artelia, I'm not sort of trying to shirk
 5 responsibility, but it was part of their role to ensure
 6 that the appropriate consultants were on board to
 7 complete the project. And, as I say, I had interest in
 8 all of the project all of the time, but this was
 9 something that I wasn't clear on, obviously, and
 10 I expected others who were professionally employed to do
 11 so to look after on our behalf.

12 SIR MARTIN MOORE-BICK: All right, thank you.

13 MR MILLETT: We come, when we do, to the minutes of progress
 14 meeting number 5 on 18 November 2014, and there's no
 15 reference in there to Simon Lawrence or anybody else
 16 appointing consultants relating to fire; the matter
 17 seems to have slipped off the radar by then.

18 Just looking back at it, we have had the reference
 19 on 1 April at the contractors' induction meeting; we've
 20 had the pre-start meeting, 13 June, which I've shown
 21 you; we've had the reference in progress meeting
 22 number 1 on 15 July; and two further references on
 23 16 September and 21 October 2015 to Simon Lawrence
 24 appointing a fire consultant. It's been repeatedly
 25 referred to, and it looks as if it was pushed down the

81

1 track and down the track and down the track a number of
 2 different times.

3 My question is: when you got to the autumn of 2015,
 4 despite the fact that Artelia was there at the meeting
 5 and having the role of CDMC, why didn't you, as the
 6 client, say to Rydon, "Look, you have been promising to
 7 appoint a fire consultant as an action point for months,
 8 have you done it?"

9 A. Artelia were leading the meetings, they went through the
 10 minutes in order. I don't know why that conversation
 11 was never had, but I know they appointed the other
 12 consultants listed there. So, as I say, I can't explain
 13 why nobody agitated.

14 Q. Were you not curious to know why he hadn't appointed
 15 a fire consultant as he had been indicating he was going
 16 to on repeated occasions?

17 A. I believe that some -- the other consultants were
 18 appointed a long way down the road, the DDA and the
 19 acoustic person, so I think I assumed that it was the
 20 appointment wouldn't be needed until a later stage. But
 21 I think, as I say, because I wasn't involved with the
 22 inception of this, I did miss the initial input into the
 23 fire strategy, what it was doing and what it was about,
 24 because I would have been more alerted if I had been
 25 more aware.

82

1 Q. Did you notice at the time you saw the minutes of this
 2 meeting, or rather -- perhaps I should show it to you,
 3 to be fair. Can we go to {ART00003150}. These are the
 4 minutes of progress meeting number 5 of
 5 18 November 2014, and one can scan through them. Take
 6 it from me there is no reference at all in this meeting
 7 note to Mr Lawrence appointing a fire consultant, so the
 8 matter had clearly dropped off the radar.

9 My question is: did you notice at the time when you
 10 received these minutes that, unlike all the previous
 11 minutes running back to April, there was no longer any
 12 reference to Simon Lawrence appointing a fire
 13 consultant?

14 A. No, I didn't, and looking at the attendees of this
 15 meeting, the person who would do the minutes would
 16 possibly be Nick Valente, who was a new assistant
 17 project manager to Philip, so it could be that he said,
 18 "Do you want me to keep this in the minutes?" and it
 19 slipped out with the new personnel.

20 Q. Well, you're speculating.

21 A. I'm speculating.

22 Q. Well, don't.

23 A. 100% speculating. My apologies.

24 Q. So is the answer to my question you didn't notice when
 25 you saw the minutes?

83

1 A. No.

2 Q. Now, Simon Lawrence told the Inquiry when he gave
 3 evidence that Rydon had made a positive decision not to
 4 appoint a fire consultant, and he said he did so as
 5 a team. The reference for that is {Day23/80:8-22}.
 6 I don't think you need to see that.

7 My question is: did Rydon ever tell you about any
 8 positive decision that they had made not to appoint
 9 a fire consultant?

10 A. No.

11 Q. Can you explain why Rydon would not have shared that
 12 with you?

13 A. No.

14 Q. Simon Lawrence also told us in his evidence that Exova
 15 was only going to provide advice on the lower four
 16 floors. Again, just for the reference, it's
 17 {Day23/48:17}, and there is no need to look at that, and
 18 also {Day23/66:3}. Again, no need to look at that.

19 Did Rydon ever tell you that it wasn't their usual
 20 practice to appoint a fire consultant?

21 A. No.

22 Q. Did Rydon ever tell you that they were only considering
 23 a fire consultant in relation to the lower four floors?

24 A. No.

25 Q. Did the TMO ever agree that fire consultancy services

84

1 would be limited to an analysis of the lower four floors
 2 of the building?
 3 A. No.
 4 Q. Now, after November 2014, which is where we've got to in
 5 the story on this point, did you know that Exova were
 6 still working from time to time on the Grenfell Tower
 7 project?
 8 A. Yes, I was being copied in to emails with their name on
 9 it.
 10 Q. Yes, and you were getting the invoices too?
 11 A. Possibly, yes.
 12 Q. Given that you were getting the invoices, did you
 13 realise that Rydon had not appointed a fire consultant
 14 themselves?
 15 A. I didn't pick up the -- I didn't pick up that.
 16 Q. Could you go to {EXO00001205}, please. This is
 17 an invoice, a copy invoice, addressed to the TMO. If
 18 you look at the top right-hand corner, "Deliver/CC To:
 19 [Peter Maddison and Claire Williams]", do you see that?
 20 A. Yes.
 21 Q. Your email address.
 22 The substance of it is that the invoice is numbered,
 23 the invoice date is 18 February 2015, and the
 24 description is:
 25 "Upgrade works - RIBA stage D/E."

85

1 "Invoice for consultancy services provided on the
 2 above project during November 2014."
 3 Do you see that?
 4 A. Yes.
 5 Q. And the sum of £118 plus VAT is charged.
 6 It's not a great deal of money, but did you wonder
 7 at the time what the consultancy services work in
 8 November 2014 was for which they charged £118 plus VAT?
 9 A. No.
 10 Q. Did you sanction payment?
 11 A. Yes.
 12 Q. Why did you sanction payment for something when you
 13 didn't know what it was.
 14 A. I believe it was within the fee proposal they had
 15 already given me.
 16 Q. It may have been, but did you not want to know what the
 17 work was that they were doing on a continuing basis?
 18 A. No, because I would have looked at this thinking it's
 19 a mop-up of the fee at the end of the financial year.
 20 Q. Well, it does say:
 21 "Invoice for consultancy services provided on the
 22 above project during November 2014."
 23 You see?
 24 A. Yes.
 25 Q. I just want to know whether you asked yourself, "Well,

86

1 I wonder what those services are", given that
 2 Simon Lawrence was going to appoint a fire consultant.
 3 A. No, I assumed it would have been residual fee for what
 4 they'd be working with Bruce on.
 5 Q. But that was an assumption; you never investigated?
 6 A. No, I didn't investigate.
 7 Q. Right.
 8 Can we go back to {RYD00075860}, please. Now, this
 9 is an email exchange much later in the story, in
 10 April 2016, principally between you and David Hughes at
 11 Rydon. David Hughes responds to an email that you send
 12 him on 27 April at the top of the page there. Do you
 13 see that?
 14 A. Yes.
 15 Q. He says to you:
 16 "Hi Claire
 17 "Please see answers below - to the best of my
 18 knowledge!!
 19 "Any questions, please give me a call."
 20 A. Right.
 21 Q. If we look at the email from you, we can see -- and
 22 I hope it's clear on the version you get -- that your
 23 email questions are in black and his responses he's
 24 typed in are in blue. Do you see that?
 25 A. Yes.

87

1 Q. You ask him at paragraph 1 in black:
 2 "Can I please have a copy of the latest
 3 fire strategy document? I have an original version, but
 4 want to make sure it has not changed, drawings would be
 5 useful."
 6 His response in blue is:
 7 "Exova Fire Strategy attached (not updated from
 8 tender as far as I'm aware) & fire strategy drawings
 9 attached (to be updated to as builds ?)."
 10 A. Yes.
 11 Q. Now, attached to this email is the outline fire safety
 12 strategy of November 2013. Just to be absolutely clear
 13 and put that in front of you, can we please have
 14 {RYD00075861}. This is what he attaches.
 15 A. Okay.
 16 Q. It's a different disclosure number from the one I showed
 17 you, but it is the same document. Just looking at it
 18 closely, it's to Studio E, it's dated 7 November 2013,
 19 and it's issue 3. Yes?
 20 A. Yes.
 21 Q. So when you got David Hughes' email in the April of
 22 2016, am I right in thinking that you would have seen
 23 this document then?
 24 A. If he attached it, yes.
 25 Q. Well, we can see he did attach it.

88

1 A. Yes.
2 Q. Does that tell us that, between November 2013 and the
3 end of April 2016, when you received this document,
4 that's a period of two and a half years, isn't it?
5 A. Yes.
6 Q. In that two-and-a-half-year period, there had been
7 numerous changes to the design, hadn't there, the design
8 of the tower?
9 A. At the lower levels, yes.
10 Q. Well, there had also been changes to the rainscreen
11 cladding; yes?
12 A. Yes.
13 Q. There had also been, do you recall, a change -- or
14 an apparent change, at least -- to the specification of
15 the insulation?
16 A. I wouldn't have known that.
17 Q. Right.
18 Did you also know -- perhaps you didn't -- that
19 insulation had been put on to the building which wasn't
20 even in the specification?
21 A. I wouldn't have known that either.
22 Q. Did it occur to you, given the time between the tender
23 and April 2016, the two and a half years, that there was
24 a chance, at least, that this document, dated
25 November 2013, might be materially out of date?

89

1 A. I had assumed that it may be updated as my email, but
2 when he responded, he said it hadn't been updated as far
3 as he was aware. So I assumed that they were on board
4 but hadn't updated it.
5 Q. When you got this document, did you read it?
6 A. I don't know, I haven't -- can't remember seeing it
7 recently, so I don't remember what's in it, I'm afraid.
8 Q. Well, he sent it specifically to you in response to
9 a question you had asked him.
10 A. Right.
11 Q. Is there any reason why you wouldn't have read it?
12 A. No. As I say, I would like to see the rest of it,
13 because I don't know whether I absorbed it or not. The
14 front page is similar to the one I'd seen from 2012.
15 Q. Yes, indeed, it's got that rather fancy design on it,
16 but certainly.
17 Let's look at the second page, the first page of the
18 document {RYD00075861/2}. There is the revision
19 history. If we go to the next page {RYD00075861/3},
20 there is the list of contents. Do you see that?
21 A. Yes.
22 Q. Then the next page {RYD00075861/4}, "Introduction".
23 A. Yes.
24 Q. With a statement of the refurbishment that notably omits
25 any reference to the cladding. Do you think you might

90

1 have noticed that?
2 A. No, I hadn't noticed that.
3 Q. Then let's turn the page again. I'm just going to show
4 you this document.
5 A. Yes, thank you.
6 Q. Statutory considerations: Building Regulations,
7 Regulatory Reform (Fire Safety) Order 2005, London
8 Building Acts, and then next page {RYD00075861/5},
9 compliance with the Building Regulations, and he deals
10 here with B1, "Means of warning and escape".
11 Is that something you remember seeing in April 2016?
12 A. No, can we see what the revision was? Does he highlight
13 in this what the revision was from the 2012 one?
14 Q. Well, if we can go back to the second page and see that,
15 we can see some dates, but no, we can't see tracked
16 changes, if that's what you --
17 A. Yeah, that's what I was wondering, what the change --
18 Q. No, but we can show you, if you want, two documents
19 dated 2012. There is a design note of 12 September 2012
20 and then there is the issue 1 of the outline fire safety
21 strategy dated 31 October 2012, which would have been in
22 very similar form to this.
23 A. No, that's fine, thank you, I understand.
24 So I would have probably opened this and just
25 thought, "Thank you", and I would have put it in

91

1 a directory. I wouldn't have understood enough to
2 know -- or read it in detail to know that it was
3 something that wasn't complete.
4 Q. Can we go to page 9 {RYD00075861/9} again, then, and
5 just look at paragraph 3.1.4 under the heading
6 "Compliance with B4 (external fire spread)". I'll read
7 it again. It's now a familiar paragraph:
8 "It is considered that the proposed changes will
9 have no adverse effect on the building in relation to
10 external fire spread but this will be confirmed by an
11 analysis in a future issue of this report."
12 Here you are, you get this document, this paragraph
13 is in it, did you read this paragraph?
14 A. No.
15 Q. Can you explain why not?
16 A. I had assumed that it was complete. I hadn't read that
17 paragraph. Clearly it was in the 2012 report, and it
18 seems to be the same paragraph in this report as well.
19 Q. Yes, and can you explain why you didn't notice that?
20 A. No, I didn't look at it. As I say, I knew that Exova
21 had been involved in the scheme during the progress of
22 works, and so I didn't read this paragraph to understand
23 that they're still talking about a future issue.
24 Q. Let's look at your response to this email, which is at
25 {RYD00075983}. You say to him, and this is 28 April:

92

1 "Dave
2 "This still has the old TMO office - I think the
3 fire strategy stuff may have been superseded on this
4 basis."
5 What old office address are you referring to?
6 A. In the body of the building, it was initially proposed
7 that the TMO office would stay in the main building.
8 Subsequently, because we had to decant the office out of
9 the building for works, we used the office space to
10 provide new flats. So I must have looked at it in terms
11 of the drawing and seen that the office was showing up
12 in the layout. So that's where I'm saying has it been
13 superseded, because I'm seeing in the drawing the
14 office, whereas I know there is no office in the
15 building anymore.
16 Q. So you think you got that from the drawing?
17 A. Yes.
18 Q. So did that tell you at the very least that the original
19 fire safety strategy that you had received was now out
20 of date and that the one that he was sending you needed
21 to be studied?
22 A. What he did say in his previous email was that it needed
23 to be as-built, so the office location was possibly in
24 the same place as the flats, it may have been just the
25 naming of it, so I didn't -- that didn't alert me to any

93

1 issues. As I say, I just saw the -- that the office was
2 there, as I knew it was flats. But as I say, that
3 didn't alert me because I believed the footprint was the
4 same.
5 Q. Let's just then go back, having covered that point off,
6 to your original email which started this chain off and
7 which prompted Mr Hughes to send you the 7 November 2013
8 fire strategy.
9 You ask him the question, and I'll repeat it:
10 "Can I please have a copy of the latest
11 fire strategy document? I have an original version, but
12 want to make sure it has not changed, drawings would be
13 useful."
14 Then he attaches the fire strategy attached:
15 "... (not updated from tender as far as I'm aware) &
16 fire strategy drawings to be attached (to be updated to
17 as built?)."
18 Having asked him the question, and having actually
19 specifically asked him for the latest fire strategy
20 document because you had an original version but wanted
21 to make sure it hadn't changed, can you explain why you
22 didn't read the fire strategy report he was sending you,
23 done by Exova, to make sure that it hadn't changed?
24 A. I think I probably -- well, I clearly looked at the
25 drawings, because that's how I raised my future issue,

94

1 but it looks to me as though I didn't read the report
2 because he's saying the strategy has not updated from
3 tender, as far as he's aware. So it should be a similar
4 report.
5 Q. But you didn't read it the first time, you told us
6 before.
7 A. No, no.
8 Q. So why didn't you read it this time?
9 A. Because it was the same report, in essence.
10 Q. But it's the same report as the one you hadn't read.
11 Given that you were asking for this document, why didn't
12 you take the opportunity to read it now, given that this
13 was, as you say, the first time you had seen this
14 document?
15 A. Yeah, no, I would have looked at the drawings expecting
16 them -- because I'm here looking to put together the
17 health and safety file. So I'm thinking: can I have the
18 drawings, which most people would expect to be part of
19 this package. So I suspect I would have looked at the
20 drawings and, because there was nothing on the paperwork
21 to say anything had changed, he said nothing had
22 changed, so I would have assumed that it passed muster,
23 because obviously it was the same document as went to
24 tender.
25 Q. So can you just explain in a sentence why you didn't

95

1 look at the report that he was attaching, given that
2 this was the first time, so you say, you were being
3 shown this document?
4 A. I believed it was the same document I'd seen before.
5 I suspect it wasn't, because I think I'd only seen the
6 December 2012 one, and that clearly said November 2013,
7 but I assumed it was exactly the same and, as I say, it
8 was appropriate at tender, therefore it should be
9 a professionally produced document that would be
10 suitable at completion.
11 Q. Have you any explanation to give us about why you didn't
12 notice in April 2016 that Exova were, according to the
13 document you were being sent, promising confirmation of
14 their view in a future issue of a report which by that
15 stage you had not had?
16 A. No.
17 Q. Can we go to {CST00002141}, please. I'm looking at the
18 second email down. It's from you to Janice Wray on
19 23 May 2016, subject: "Grenfell FRA". You say:
20 "Janice
21 "This is the information on the FRA. The last
22 drawing gives the 'typical floor plans' as well as the
23 new - so I think this should be sufficient for earl's
24 purposes and won't require him doing any sketching!
25 "This is the first item on my list from Friday, so

96

1 the other info will trickle through ... Maybe we can
2 sort more after our Tuesday am visit."

3 If we go up page 1, we can see an email on
4 23 May 2016, the same day, only about 20 minutes or so
5 later, and this, I'm afraid you will have to take from
6 me, is to Carl Stokes. I'm sorry, but the identity of
7 the addressee has been removed because it's a private
8 email address. But leave that on one side, C is
9 Carl Stokes, and Janice Wray says to him:

10 "Claire has provided another copy of the Exova fire
11 strategy and floor plans which you raised in the FFRA
12 Action Plan - are these plans now sufficient?"

13 Take it from me that this attachment is issue 3 of
14 the Exova outline fire safety strategy.

15 A. Yeah.

16 Q. Just for the record, it's {CST00002142}.

17 Do I understand it from this email run that you must
18 have read the November 2013 outline fire safety strategy
19 before you sent it to Janice Wray?

20 A. No, as I say, I don't remember reading the report.

21 I would have looked at the floor plans probably, but --

22 Q. Right, only the floor plans; is that right?

23 A. That's -- yeah, I picked up about the floor plan being
24 wrongly named, so I clearly picked that up. I don't
25 remember reading the report.

97

1 Q. So we've seen you receiving issue 3 of the Exova outline
2 fire safety strategy at the end of April from
3 David Hughes, and we see you passing it on to
4 Janice Wray towards the end of May 2016.

5 Am I right in thinking that on neither occasion did
6 you take the trouble to read the document?

7 A. I don't remember reading it.

8 Q. Let's turn then to a different topic, although still
9 linked, I suppose, loosely to the last one, which is the
10 FRAs, actions relating to cladding.

11 Now, you have given evidence in a number of your
12 witness statements about the fire risk assessments done
13 by Carl Stokes Limited at various times. Now, in
14 Module 1 of this Inquiry I only want to ask you about
15 one action which appeared on Carl Stokes' FRA of
16 October 2014.

17 Can we go to your February 2019 witness statement,
18 please, at page 42 {TMO00840364/42}. I want to go on
19 that page to paragraph 236 and 237.

20 You say in 236:

21 "236. I am aware that on 17 October 2014 Carl
22 Stokes conducted a Fire Risk Assessment [and then you
23 give the reference to it] for Grenfell Tower under the
24 Regulatory Reform Order.

25 "237. As indicated, another copy of the Exova fire

98

1 strategy and floor plans which you raised in the FFRA
2 Action Plan - are these plans now residential areas was
3 a 'stay put', which Carl Stokes confirmed meant that
4 residents remain within their own dwelling during a fire
5 incident unless the fire were in that dwelling or it
6 were otherwise affected, in which case they should
7 immediately evacuate the dwelling and call the fire and
8 rescue service."

9 Now, first, who was it within the TMO who received
10 the FRAs, or fire risk assessments, for Grenfell Tower?

11 A. They would be sent to Janice Wray, the health and safety
12 manager.

13 Q. As a matter of general practice, would she then send
14 those on to you?

15 A. She would send them on to the appropriate worker, yes.

16 Q. Well, would she send them on to you?

17 A. For Grenfell, yes.

18 Q. For Grenfell, yes.

19 Can we then go to the FRA itself which you exhibit
20 to paragraph 236 of your statement. It's {TMO10042446},
21 please.

22 Now, we can see what this is: it's the fire risk
23 assessment for Grenfell Tower for the TMO by Carl Stokes
24 on 17 October 2014. Do you see that?

25 A. Yes.

99

1 Q. If we go to the bottom of the page, it says:

2 "The significant findings and action plan of this
3 Fire Risk Assessment are inserted next with this
4 document continuing on page 2."

5 Now, the document itself is at {CST00000094}, and we
6 will come to that in just a moment.

7 Before I do, do you remember, when you saw this
8 document, that the significant findings and action plan
9 constituted a separate document but should be read into
10 this document?

11 A. I think they were delivered together, so that would be
12 the assumption.

13 Q. Did you understand that the FRA was produced to the TMO
14 essentially in two parts or two documents: this one and
15 the record of significant findings and action plan which
16 should be read with it?

17 A. Yes.

18 Q. Now, let's look at the record of significant findings
19 and action plan dated 17 October 2014. That is at
20 {CST00000094}. This is its first page. You can see the
21 date: 17 October 2014. Do you recognise this document?

22 A. Yes.

23 Q. You can see that there are items down the left-hand
24 column, and then they're given a priority, and a red box
25 is a high priority, as we can see there. Then casting

100

1 the eye across the page, you see "Identified risk or
2 hazard", "Actions to be taken", "By whom" and "Date to
3 be completed by".
4 Can you see that, in this version of the document,
5 the two columns on the right are blank; yes?
6 A. Yes.
7 Q. Yes. Now, if we go to page 10 {CST00000094/10} of this
8 document, this is coloured red. It's high risk, or high
9 priority, and the identified risk or hazard -- do you
10 see that?
11 A. Yes.
12 Q. -- is the external face of this building is to be over
13 clad. The piece of cladding fixed to the external wall
14 at the moment is on timber battens."
15 Then you see "Actions to be taken". Let's just look
16 at this carefully:
17 "I would recommend that the contractor provides:
18 "1. The scope of works covering how this cladding?
19 How will the cladding be fixed to the building?"
20 There is clearly a word missing in the first
21 sentence there. That will have some significance in
22 a moment:
23 "2. What fixings will be used?
24 "3. The fire rating of the cladding and the
25 fixings?

101

1 "4. The Building Control Officers' acceptance of
2 this fixing system and the cladding used?"
3 Now, just keep that in mind, we may need to come
4 back to that, but if we just go to your September 2019
5 statement, please, at page 12 {TMO00842312/12}, I would
6 like to show you paragraph 57. You say in the third
7 line:
8 "If any of the findings identified related to the
9 refurbishment works, Janice Wray would send Carl's
10 report to me to forward to Rydon to complete. I would
11 then liaise with Rydon for them to take them forward.
12 However, my understanding is that Carl Stokes would also
13 attend Grenfell Tower to carry out fire safety
14 inspections directly with Rydon."
15 So that's what you say there.
16 Can we next go to {TMO10012526}, please. This is
17 a version of the record of significant findings and
18 action plan accompanying the 17 October 2014 FRA, but
19 now we can see the column "By whom" has been filled in
20 by the TMO. Just looking at the first one, because it's
21 in front of us, you can see there that it says in
22 relation to identified risk or hazard:
23 "Work is presently being undertaken to convert some
24 areas on the lower 3 floor levels of this building into
25 domestic dwellings along with other work and the over

102

1 cladding of the whole building. Proposals have been
2 submitted to the local Authority Building Control
3 department under the Building Regulations process."
4 "Actions to be taken", and then in blue:
5 "Building Control application on file, approvals not
6 due until all items resolved."
7 Then the "By whom" column is now filled in:
8 "Claire Williams", with a date to be completed by:
9 July 2015, just in relation to that item.
10 Who was it who put into this document the words we
11 see in blue under "Actions to be taken"?
12 A. I'm not sure whether it was myself or Janice Wray.
13 Q. Who filled in the words "By whom", indicating that you
14 were the person to take those indicated actions?
15 A. I believe Janice would put my name against items.
16 Q. Did she do that before or after she had discussed it
17 with you?
18 A. Both. I think usually she would put it in and say, "Is
19 that right?" So I suspect she would lead and put it in
20 and then leave it to me to correct.
21 Q. Right. Were there email correspondences or
22 communications between you on this subject or did you do
23 this face-to-face or on the telephone?
24 A. She would probably send it to me and she would then, if
25 I hadn't responded to her in a timely way -- or she

103

1 would -- we worked in the same building but just in
2 different parts of the building, so I would sit with her
3 and go through each point.
4 Q. I see.
5 Now, can we go to page 10 {TMO10012526/10} and look
6 at the bottom of that page, and over to the top of
7 page 11.
8 At the bottom of page 10, we can see under "High
9 priority", "Identified risk or hazard", the same as we
10 saw before:
11 "The external face of this building is to be
12 over clad."
13 Et cetera. Do you see that?
14 A. Yes.
15 Q. Then under "Actions to be taken":
16 "I would recommend that the contractor provides:
17 "1. The scope of works covering how this ..."
18 And we will go to that in a moment.
19 Then the "By whom" column, you just see it there, is
20 "Claire Williams?" Do you see that?
21 A. Yes.
22 Q. Then in green, if you go over to page 11
23 {TMO10012526/11}:
24 "Timber battens purely for mock-up.
25 "Cladding has [horizontal] cavity barrier to 30/30.

104

1 [Awaiting] building regs approval."
 2 First of all, do you know why there was a question
 3 mark next to your name?
 4 A. No, I don't know if we were assuming Rydon would do it,
 5 but it would still be my name against it for the action.
 6 Q. Why would there be a doubt about whether it was your
 7 name?
 8 A. I don't know.
 9 Q. The question is: was there anybody else in the TMO who
 10 could stand in on this issue for you?
 11 A. No, no.
 12 Q. Did the action eventually become yours to resolve?
 13 A. Yes, I believe it had my name against it.
 14 Q. Right.
 15 Now, we heard evidence from Simon O'Connor that the
 16 FRA action followed Mr Stokes' viewing visit for the
 17 mock-up, and the mock-up was indeed on timber battens.
 18 His evidence was that Mr Stokes had agreed that the
 19 timber was the obvious presenting issue, as he put it.
 20 That's {Day26/133:16-21}, just for our record.
 21 Did you understand that this reference was
 22 a reference to the mock-up?
 23 A. The comment on the left is about the mock-up, yes.
 24 Q. Yes, I see. The comment on the left is to the mock-up.
 25 A. Yes.

105

1 Q. And the comment in relation to the timber battens is
 2 similarly a reference to the mock-up; yes?
 3 A. Yes.
 4 Q. Can we then go to {TMO00858290}. This is an email some
 5 months later from you to Simon O'Connor at Rydon, and
 6 it's dated 10 April 2015, as you can see from the top of
 7 that page.
 8 A. Yes.
 9 Q. The subject is "Grenfell FRA - outstanding items":
 10 "Simon
 11 "I have gone back through the list, and need just
 12 a few more bits."
 13 Then at the bottom of page 1 at paragraph 5, you
 14 say:
 15 "I would recommend the contractor provides
 16 "1. The scope of works covering how this cladding?"
 17 Then there is something missing.
 18 "How will the cladding be fixed to the building?
 19 "2. What fixings will be used?
 20 "3. The fire rating of the cladding and the fixings?
 21 "4. The Building Control Officers acceptance of this
 22 fixing system and the cladding used?"
 23 Now, this is a direct cut and paste, isn't it, from
 24 the section of the 17 October 2014 FRA we've just been
 25 looking at?

106

1 A. It is.
 2 Q. And it even includes the grammatically incomplete
 3 paragraph 1, doesn't it?
 4 A. Yes.
 5 Q. Was this the first time that you asked Rydon to deal
 6 with this FRA action point?
 7 A. I think it looks like the second time, because I've
 8 said, "I need a few more bits". I think he had already
 9 given me a partial response and this was me chasing.
 10 Q. Why do you say that?
 11 A. Because this particular one had a lot of points on, and
 12 I remember it taking a little while to resolve.
 13 Normally I would expect it to be back within the week,
 14 but I think this one had a little bit more information
 15 required, and so I believe I got partial information and
 16 I went back to Rydon to get the outstanding information.
 17 Q. I understand that looking at it generically,
 18 Ms Williams, but just on item 5, is this the first time
 19 that you are asking Rydon to answer the questions that
 20 the FRA had asked you, and it was your action item, back
 21 in October of the previous year?
 22 A. No, I believe it was a chase-up, and I think it could be
 23 that he was saying, "Oh, you know, we've got all the
 24 drawings", but I've said, "No, we still need to see
 25 something, can you give me the specific responses to

107

1 these items".
 2 Q. There is no indication under paragraph 5 that you had
 3 asked for any of these matters or you had asked any of
 4 these questions before. It's a simple cut and paste
 5 from the FRA, as you have rightly confirmed.
 6 A. Yeah.
 7 Q. That rather suggests, doesn't it, that this was the
 8 first time that you had asked him for these details?
 9 A. I think that -- as I say, I'm using the phraseology in
 10 the first sentence which says, "I need a couple more
 11 bits", ie you have given me something but not enough.
 12 Q. It doesn't say "a couple", it says "a few more bits".
 13 A. "A few more bits".
 14 Q. And there are five more bits, but the bit we're looking
 15 at is a complete bit, isn't it? It's a cut and paste of
 16 the whole of what the FRA had contained on 17 October.
 17 A. Yeah. I suspect -- I know you don't like that sort of
 18 word -- I would have given Simon a hard copy, and he
 19 possibly would have responded to some of it but not the
 20 rest. So I'm asking him to finalise the information as
 21 requested.
 22 Q. Well, when did you give Simon O'Connor, do you recall,
 23 a hard copy?
 24 A. That would be in my emails, if it's --
 25 Q. It isn't.

108

1 A. I don't know, but I would have given him a hard copy.
 2 Bear in mind I was on site most weeks. He would have
 3 said -- you know, I might have emailed it to him
 4 previously or to Simon Lawrence, but this wouldn't be
 5 the first time he'd seen it, which is why I'm chasing.
 6 Q. What had prompted you to send him this request some
 7 seven months after the FRA?
 8 A. I would have sent it to him pretty much straightaway.
 9 There's no reason for me to hang on to it. I have
 10 a busy workload; the quicker I can get things off my
 11 desk the better. This would have been something that
 12 was a priority, so I would have sent it to him earlier.
 13 So, as I say, my view is still that he had given me
 14 a partial response and I'm chasing for the outstanding
 15 items.
 16 Q. Well, you say you would have sent it to him pretty much
 17 straight away. We have no email record that you did
 18 that, at least not in the documents disclosed, and there
 19 is no indication in this email that you had asked these
 20 questions before and were now chasing him up.
 21 Given those two facts, my question again: why were
 22 you only doing this now?
 23 A. I understand what you're saying, but I wouldn't have sat
 24 on this. One, Janice Wray was incredibly organised and
 25 would have been on my case. Secondly, I would have done

109

1 it anyway in order to move my workload. There is no
 2 virtue to me of having this hanging over my head.
 3 I would have wanted to get this sorted as soon as
 4 possible.
 5 Q. In the light of that answer, let's look at a document,
 6 please, {RYD00043476}. Bearing in mind the date of the
 7 email we've just been looking at is 10 April 2015, here
 8 is now an email from you on 10 June 2015, exactly
 9 two months later, to Simon O'Connor:
 10 "Subject: URGENT URGENT URGENT: Grenfell FRA -
 11 outstanding items."
 12 You say to him:
 13 "Simon
 14 "I think you could polish this off quickly, don't
 15 you?
 16 "See you at 9.30 tomorrow."
 17 Below that email you can see that you have sent him
 18 again the email that you sent him on 10 April,
 19 two months previously.
 20 A. Yes.
 21 Q. You have added the subject header "URGENT URGENT
 22 URGENT".
 23 Do we take it from this that you had had to ask him
 24 again for these items, including item 5 that we looked
 25 at earlier, because, during the two months up to

110

1 10 June 2015, he hadn't responded?
 2 A. Yes, I believe I had spoken to him about it many times,
 3 and he'd said he was following it up, I'd get it, I'd
 4 get it, but I didn't get it, and so I thought I need to
 5 put this in writing, because this is -- any FRA is
 6 obviously a priority, and I just wasn't getting
 7 a response from him. So having spoken to him many
 8 times, it went in writing.
 9 Q. I see. So you're saying that the email string here
 10 doesn't reflect the fact that, between the second email
 11 on the page and the first email on the page, you had had
 12 lots of discussions with him asking for the document; is
 13 that right?
 14 A. That's right.
 15 Q. Is that your evidence?
 16 A. It is.
 17 Q. Why is there nothing in your witness statement about
 18 that?
 19 A. My witness statement covers areas that I was aware of
 20 that I thought would be of importance to the Inquiry.
 21 Obviously it was a long project and there are areas that
 22 would have been of less interest, perhaps, in my view or
 23 our lawyers' view.
 24 Q. I don't really understand that.
 25 A. Well, it was a long project, three years, masses of

111

1 paperwork, so I'm not going to remember every single
 2 item, and I wouldn't have prioritised this.
 3 Q. No, I just wonder why this particular issue, a request
 4 from your fire risk assessor that the contractor
 5 provides details about the cladding, and your reaction
 6 to it by chasing up Rydon, wasn't something sufficiently
 7 important for you to cover in your witness statement,
 8 Ms Williams. Can you explain that?
 9 A. I reiterate: it was a long project, there were lots of
 10 emails over many topics. My statement covered areas
 11 that myself and the lawyers thought would be pertinent.
 12 Q. Was the question from the FRA, "What is the fire rating
 13 of the cladding and the fixings?", not pertinent, given
 14 that your witness statements are produced after the fire
 15 and are dealing with an Inquiry into the fire at
 16 Grenfell Tower?
 17 A. Yes, I -- as you say, I understand what you're asking,
 18 but at the time, in the scheme of things, it wasn't
 19 brought to my attention as something that I should be
 20 prioritising, and I probably may not have remembered
 21 these emails anyway.
 22 Q. Right. But you would have us believe that you had lots
 23 of discussions with him about it over --
 24 A. I was on site most weeks and I would be pursuing it
 25 actively because this was something I was aware of.

112

1 SIR MARTIN MOORE-BICK: Can I just ask: do you actually have
 2 any concrete recollection of discussing this with
 3 Mr O'Connor, or are you just telling us you think you
 4 probably would have done it?
 5 A. No, I know in this instance I did. He was under a lot
 6 of pressure at the time and I think he left fairly
 7 shortly afterwards, but, no, I do remember talking to
 8 Simon about this specifically, it's not speculation.
 9 SIR MARTIN MOORE-BICK: Thank you very much.
 10 MR MILLETT: Well, then, you'll have to explain to the
 11 Chairman how it came about or comes about that, if you
 12 look back at the first email on this page, there is no
 13 reference at all there to any discussion between you and
 14 Simon O'Connor between 10 April 2015, when you posed the
 15 question to him, and your giving him an urgent reminder.
 16 Why is that?
 17 A. The fact there is no emails doesn't mean that we didn't
 18 have verbal conversations, and we did.
 19 Q. Yes, I understand that, but I'm asking you really about
 20 the tone and content of your chasing email:
 21 "Simon
 22 "I think you could polish this off quickly, don't
 23 you?"
 24 There is no reference to the fact that you have been
 25 nagging him for weeks about it.

113

1 A. I believe that at that point the project was under a lot
 2 of pressure, Simon was under a lot of pressure, I was
 3 perhaps giving him more leeway than he should have had,
 4 and that is a very gentle reminder to say, "I need this
 5 now". That's why the heading says "URGENT URGENT
 6 URGENT", because I had been waiting for this for many
 7 months.
 8 Q. Indeed you had, and I'm going to suggest to you that
 9 this is in fact the first time you had chased this up,
 10 which is consistent and only consistent with the content
 11 and tone of this email.
 12 A. That's not true. I did chase it with him, I remember
 13 talking to him about it, because, as I say, I was being
 14 chased internally, it was a fire risk assessment,
 15 I would want the response as soon as possible, and Simon
 16 was the stumbling block. He wasn't getting back the
 17 responses as quickly as he should.
 18 Q. Mr O'Connor was asked about this email and his evidence
 19 was that he would have forwarded this on to someone such
 20 as Neil Crawford. Note the "would have" in my question
 21 to you. That's {Day26/88:11-13}.
 22 Do you know whether he ever in fact did forward this
 23 message to him on to somebody else such as
 24 Neil Crawford?
 25 A. I don't know, but I'm aware that he might have mentioned

114

1 he was passing it on to somebody, particularly in
 2 relation to the last -- the critical points about the
 3 cladding. I think he would have passed that on, and --
 4 but I don't know who he passed it on to.
 5 Q. We have been unable to find any record of a response
 6 from Rydon in answer to your question. Did you receive
 7 any response?
 8 A. I don't remember, but I would hope that we might have
 9 sat down together to ... because he just wasn't getting
 10 the paperwork together.
 11 I don't know. Sorry, I shouldn't speculate.
 12 I don't know.
 13 Q. Given what you now tell us was the absolute importance
 14 of getting this information in respect of which you
 15 chased him, you say, many times between April and
 16 June 2015, we see no record of any response. Can you
 17 explain that?
 18 A. No, but I thought the email to Janice -- no, I don't
 19 know, sorry.
 20 Q. Because it looks, you see, from the documents, although
 21 you asked him the question, he never responded, and
 22 given the importance of the information that you say you
 23 were after, I just want to know why that is?
 24 A. I suspect we would have sat down and we would have just
 25 gone through it, because I was getting nowhere in terms

115

1 of getting information from him.
 2 Q. Now, the questions that you were asking him, to which
 3 you say you suspect you sat down and got answers to,
 4 fall into four categories. There are four questions.
 5 They're very clear questions.
 6 Did you make any record of the answers that
 7 Simon O'Connor eventually gave you, you say?
 8 A. Only those that would be recorded on the FRA.
 9 Q. What did you tell him was the fire rating of the
 10 cladding and the fixings?
 11 A. I wouldn't have known. So I haven't seen the ultimate
 12 FRA, but that would presumably have been a resume of our
 13 discussion.
 14 Q. So we've got to look to the next FRA; is that right?
 15 A. That's where I'm expecting that there would be the
 16 feedback, yes.
 17 Q. Right.
 18 It looks from the documents that, despite your
 19 asking this question, you never received a response and
 20 didn't follow it up to close it off so that you had
 21 a clear document trail and a response in writing from
 22 Simon O'Connor; is that right?
 23 A. If you're saying there are no documents, there are no
 24 documents, but, as I say, I believe we did close it off
 25 and we would have done that by sitting down together and

116

1 me just using his information, because clearly he was
 2 under pressure and not getting anything back at this
 3 stage.
 4 Q. Well, when you sat down together -- and I'm afraid this
 5 isn't in your statement, so I'm just asking you blind,
 6 as it were -- would you have written down what he was
 7 telling you in answer to each of these questions?
 8 A. I would have probably written it on the form, yes.
 9 Q. On the form? What form?
 10 A. The FRA form.
 11 MR MILLETT: Right.
 12 Mr Chairman, it's 12.57. Uncharacteristically, I'm
 13 going to ask you to rise a little early because I've
 14 come to the end of that topic. There are one or two
 15 things I may need to go over, over the lunch break, to
 16 maybe revisit that topic. But it would be a convenient
 17 moment.
 18 SIR MARTIN MOORE-BICK: Well, then, we will stop at that
 19 point.
 20 MR MILLETT: Very good.
 21 SIR MARTIN MOORE-BICK: Yes, thank you.
 22 Ms Williams, we will stop now so we can all get some
 23 lunch. We will resume at 2 o'clock, please, and as
 24 usual, in the meantime, please don't talk to anyone else
 25 about your evidence or anything relating to it.

117

1 All right?
 2 THE WITNESS: Thank you.
 3 SIR MARTIN MOORE-BICK: Good, thank you very much.
 4 (Pause)
 5 Thank you, 2 o'clock, please.
 6 (1.00 pm)
 7 (The short adjournment)
 8 (2.00 pm)
 9 SIR MARTIN MOORE-BICK: All right, Ms Williams?
 10 THE WITNESS: Yes, thank you.
 11 SIR MARTIN MOORE-BICK: Ready to go on?
 12 Yes, Mr Millett.
 13 MR MILLETT: Mr Chairman, thank you.
 14 Ms Williams, this morning, during your evidence
 15 about the fire consultant, you told us -- and it's at
 16 page 82 of today, {Day55/82} -- that a DDA consultant
 17 had been appointed eventually.
 18 A. Yes.
 19 Q. Is that your recollection?
 20 A. Yes. It was specifically for the new-build flats.
 21 Q. Right. Who was the DDA consultant?
 22 A. I think it was a lady's name. I think it was Jane
 23 somebody. It was via Studio E.
 24 Q. Via Studio E?
 25 A. Yes, it was a DDA compliancy for the new flats.

118

1 Q. When was the DDA consultant appointed, do you remember?
 2 A. No, I'm afraid I don't remember.
 3 Q. At what stage in the project, do you recall?
 4 A. I would suspect not until 2015, but I can't --
 5 Q. What is your understanding of a DDA consultant and their
 6 role?
 7 A. It's Disability Discrimination Act. It was looking at
 8 the layout of the new flats to make sure they met their
 9 requirements, which would be about accessibility.
 10 Q. Would a DDA consultant normally be able or be expected
 11 to comment or make recommendations about issues like
 12 access or exit for disabled people?
 13 A. Yes, and I believe they did, because there was issues
 14 over the main front door.
 15 Q. The DDA consultant that was eventually retained for the
 16 Grenfell Tower project, now that you recall it, I think
 17 you say was only in relation to the new flats. Those
 18 were on the lower floors, weren't they?
 19 A. That's right, yes.
 20 Q. Were they instructed to consider DDA issues more
 21 generally?
 22 A. No, they wouldn't.
 23 Q. Why is that?
 24 A. Because the rest of the building was an existing
 25 occupied building and the contract didn't impinge on

119

1 many of the existing tenancies.
 2 Q. Does the name Claire Wise mean anything to you?
 3 A. I'm not sure. I don't know. Obviously it's my name
 4 so ... I'm not sure.
 5 Q. Right. When you say it's your name, that's because
 6 you're a Claire as well?
 7 A. Yes, but I can't think of --
 8 Q. I see. Right, okay.
 9 Do you know who was responsible within the TMO for
 10 retaining the DDA consultant that you remember was
 11 retained?
 12 A. The DDA consultant I'm talking about was required in
 13 terms of the building contract and the new-build flats.
 14 The TMO would not have retained a DDA expert. If we had
 15 residents who had an occupational therapy requirement,
 16 if they needed their flats amended, then we would go to
 17 the local authority, RBKC, whose occupational therapists
 18 provided that support to existing residents.
 19 Q. That I think was Claire Wise.
 20 A. Was it?
 21 Q. You don't know? All right.
 22 A. The name might be familiar, but there were many people
 23 I dealt with.
 24 Q. That person, the RBKC occupational therapist, was not
 25 a DDA consultant, was she?

120

1 A. No, they were an occupational therapist, yeah.
 2 Q. So there was no DDA consultant in respect of the
 3 remainder of the refurbishment; is that right?
 4 A. That's right, yes.
 5 Q. We've seen references repeated through the progress
 6 meetings from April until October of 2014, not only of
 7 the intention to appoint a fire consultant but also
 8 a DDA consultant. It looks as if it was on the radar
 9 repeatedly for months, but then fell off the radar come
 10 November 2014. Do you know why that was?
 11 A. I believe you would only appoint them at the time you
 12 had the information available, which is why I suspect it
 13 was 2015, because they would want to actually look at
 14 the physical flats that were built. So that's why
 15 I suspect it was 2015, because there would be something
 16 tangible for them to look at, rather than just a planned
 17 form.
 18 Q. Do you actually know anything about the circumstances in
 19 which a DDA consultant was appointed?
 20 A. I had understood from Studio E in early days that it was
 21 part of a planning requirement.
 22 Q. Yes, that's not an answer to my question. My question
 23 again: do you actually know anything, from your own
 24 knowledge and recollection of the events, about the
 25 circumstances in which, as you told us this morning,

121

1 a DDA consultant was appointed?
 2 A. Only what I've just said, that it was via Studio E for
 3 the contract.
 4 Q. So you can't really help us beyond that?
 5 A. No.
 6 Q. I see.
 7 We've understood from your statement, as I showed
 8 you I think before, that your role was to be focused on
 9 the residents.
 10 A. Yes.
 11 Q. Did you ever undertake any survey of residents' physical
 12 abilities, disabilities and needs in order to understand
 13 better their requirements in the event of a need to
 14 evacuate the building?
 15 A. No.
 16 Q. Why is that?
 17 A. The residents who were there were quite an established
 18 group. They would have been in a similar situation if
 19 there was a fire beforehand, and residents would have to
 20 self-refer if they needed medical help/advice to the
 21 appropriate authority. I wouldn't have been the
 22 appropriate party.
 23 Q. I see. So even though you were resident-focused, you
 24 tell us it wasn't your role to understand the individual
 25 needs of each resident?

122

1 A. I would have been aware of any issues which would have
 2 impacted on access for the building contract, but
 3 otherwise no. They're an existing group of
 4 tenants/residents, and they would -- if they had any
 5 medical issues, they would have to self-refer, or maybe
 6 the housing manager would have referred them to an
 7 occupational therapist or for a medical transfer if that
 8 was required.
 9 Q. Right.
 10 Maybe you can't help us with this question, and
 11 maybe it's a question for a later module, Ms Williams,
 12 but was there anybody within the TMO who was responsible
 13 for understanding the physical needs and abilities and
 14 disabilities of the residents when considering means of
 15 escape?
 16 A. It's a question I don't think I can answer. I don't
 17 know. I don't know.
 18 Q. Did you know that Rydon themselves undertook a residents
 19 profiling exercise and provided their results to the
 20 TMO?
 21 A. Yes.
 22 Q. Who did they provide them to?
 23 A. Housing management.
 24 Q. Did that --
 25 A. Apart from anybody who would need help in order to

123

1 facilitate the contract.
 2 Q. I don't understand. Sorry, let's try again.
 3 A. Yeah.
 4 Q. Whom did Rydon provide the results of their survey to?
 5 A. That was the housing management team.
 6 Q. And who is that?
 7 A. It would -- Siobhan Rumble at the time was the housing
 8 management lead, and also the neighbourhood housing
 9 officer, who was Jan Jones.
 10 Q. I take it from those names in that answer that that
 11 wasn't something with which you were concerned?
 12 A. As I say, we identified people who had needs which meant
 13 that we needed to help them during the building
 14 contract.
 15 Q. I follow, but not after --
 16 A. Trying to be circumspect.
 17 Q. -- the works were finished and the building was in
 18 occupation?
 19 A. No. As you say, my involvement with understanding the
 20 residents' needs was in relation to getting the building
 21 contract works completed.
 22 Q. I'm then going to turn to a different topic, and just to
 23 say, the topic I've just covered with you is one to
 24 which we may return at Module 3, just so people don't
 25 think that's it.

124

1 "Lakanal moments". I want to ask you about your
 2 internal knowledge and communications about the
 3 Lakanal House fire during the currency of the
 4 Grenfell Tower project, so that's where we're going with
 5 this.
 6 Before I get into the detail, can I just ask you
 7 some general questions about what you knew about
 8 Lakanal, because you have mentioned it a number of times
 9 in your statements.
 10 So that we're clear what we're talking about, do you
 11 understand that there was a fire in July 2009 in
 12 a building called Lakanal House in Camberwell in south
 13 London --
 14 A. Yes.
 15 Q. -- as a result of which six people lost their lives?
 16 A. Yes.
 17 Q. Do you remember when you first became aware of the
 18 Lakanal House fire?
 19 A. I believe I saw it on television.
 20 Q. In July 2009?
 21 A. Yes.
 22 Q. Right.
 23 Did you follow what happened after that, by which
 24 I mean the inquest and then the recommendations after
 25 the inquest?

125

1 A. No.
 2 Q. You didn't?
 3 A. No.
 4 Q. At the time you were appointed to the TMO, which was in
 5 the September of 2013, just looking at other fires for
 6 a moment, were you aware of other fires that had
 7 occurred in clad high-rise buildings, such as
 8 Knowsley Heights in 1991?
 9 A. No.
 10 Q. What about Garnock Court in Irvine in Scotland in 1999?
 11 A. No.
 12 Q. What about cladding fires in high-rise residential
 13 buildings in other parts of the world, for example
 14 Dubai?
 15 A. No.
 16 Q. No? What about -- and this is later, this is 2014 --
 17 the Lacrosse fire in Melbourne?
 18 A. No.
 19 Q. Had you heard of that?
 20 A. No.
 21 Q. Coming back to Lakanal, in your 23 February 2020
 22 statement you say that you attended a seminar on the
 23 Lakanal House fire organised by RBKC. Would you like to
 24 look at that? That's {TMO00866580}, paragraph 6. There
 25 you say:

126

1 "I am unable to recall whether the presentation
 2 referred to above, which appears to have taken place on
 3 10 January 2014, was the presentation I describe at
 4 paragraph 4 of this statement."
 5 I'm taking this slightly backwards because that's
 6 the effect of the evidence, but if you look at
 7 paragraph 4 of the statement, please, on page 1, higher
 8 up, you refer there to paragraph 66 of your 20 January
 9 statement, where you recall attending a presentation on
 10 Lakanal House:
 11 "I am unable to recall the date of this
 12 presentation. I do recall that it was organised by the
 13 RBKC and held at the Town Hall. I also recall that the
 14 presentation was led by a man however I cannot recall
 15 what organisation he was from. I believe there were
 16 between fifteen and twenty people in attendance. At the
 17 time I attended this presentation I was fairly new to
 18 the TMO."
 19 You recall this presentation.
 20 Do you remember whether it was compulsory for you to
 21 attend or whether you volunteered?
 22 A. I was invited, I think, via the health and safety
 23 manager, who had asked my manager, does anyone want to
 24 go, and I think it was said that it was important that
 25 I attended, obviously, because it was a high-rise block.

127

1 Q. Right. The date of the presentation, you say, was
 2 January 2014.
 3 If we go to {TMO10040126}, we can see that there is
 4 a bit of a run-up to it. This is an email from
 5 Janice Wray to Peter Maddison and others at the TMO. Do
 6 you see? It's dated 18 November 2013. Do you see that?
 7 A. Yes.
 8 Q. Now, you're not copied in on it, but it describes
 9 a seminar which might be the one that you went to. She
 10 says:
 11 "Hi all
 12 "Laura Johnson has suggested that we consider
 13 approaching David Crowder from the Building Research
 14 Establishment and arrange for him to come and talk to us
 15 about his extensive investigation into the fire at
 16 Lakanal House. Whilst it is acknowledged that we have
 17 no blocks of a similar design there are clearly lessons
 18 for all landlords - causes, why and how the fire spread,
 19 issues relating to refurbishment works on the block etc.
 20 and so we are keen to arrange this briefing. Robert has
 21 asked me to identify which TMO staff should be invited
 22 to attend this and so I would be grateful if you could
 23 advise me of the officers from your team who you would
 24 wish to nominate."
 25 Do you see that?

128

1 A. Yes.
 2 Q. Did the training that you went to cover causes of fire
 3 and where and how the fire spread and issues relating to
 4 refurbishment works that Janice Wray describes there?
 5 A. Yes, probably. Yes.
 6 Q. Was there a view within the TMO that there were no
 7 blocks of a similar design in the TMO stock?
 8 A. That's what Janice has said, so I assume so.
 9 Q. Did you connect what you learnt at the seminar with the
 10 refurbishment project for Grenfell Tower?
 11 A. What I had taken forward on to Grenfell as a result of
 12 the seminar was about the internal ventilation system,
 13 where the people who unfortunately died were in
 14 a bathroom where the -- an internal bathroom, where the
 15 ventilation system wasn't working as it was proposed
 16 because somebody higher up in the building had installed
 17 an extractor fan, which meant that -- the system was
 18 similar to Grenfell, in that it had a roof-mounted fan,
 19 so it extracted from all the internal bathrooms, and
 20 what happened at Lakanal was that somebody had put
 21 an extraction fan somewhere on the block and so their
 22 air wasn't properly extracted, so they didn't get the
 23 benefit of that properly working system.
 24 So what I did take forward to Grenfell was when we
 25 cleaned all the air ducts of our internal bathrooms,

129

1 Rydon were instructed to remove any extractor fans.
 2 Q. Did you make any connection in your mind between
 3 exterior cladding and Lakanal House?
 4 A. No, and I have to say, I don't remember an exterior
 5 briefing. It could be that I came in a bit late, but
 6 what I took away from that session was about the
 7 internal fans in the bathroom and about the layout of
 8 the flat where they had an alternative means of escape.
 9 Q. Right.
 10 A. So I don't know whether it was I missed the outside bit
 11 or whether it wasn't something that caught my
 12 imagination, but I don't think so. As I say,
 13 I understood about the internals; I don't remember
 14 anything on the external fire spread.
 15 Q. Was there any other presentation you went to or document
 16 that you saw, after January 2014 but before, let's say,
 17 November 2014, which led you to draw a connection
 18 between Lakanal House, the event, and cladding,
 19 specifically exterior rainscreens?
 20 A. No.
 21 Q. Right.
 22 Before I come to a document, then, let me just ask
 23 you one or two remaining questions about Lakanal itself.
 24 Did you know, at the time you came into the project
 25 in September 2013, that in the March of that year the

130

1 Coroner at the Lakanal Inquest had recommended
 2 retrofitting sprinklers into existing housing stock?
 3 A. No.
 4 Q. You didn't?
 5 A. No.
 6 Q. Do you know whether, during your time on the
 7 Grenfell Tower project, you were ever involved in any
 8 discussions about retrofitting sprinklers as part of the
 9 Grenfell Tower refurbishment?
 10 A. I think it was discussed with the Fire Brigade, and
 11 I think there were different views, and there were
 12 concerns as to the effectiveness of sprinkler systems
 13 and whether the Fire Brigade recommended them. I think
 14 there was still a dichotomy of opinion as to whether
 15 they were always appropriate.
 16 Q. You say a dichotomy of opinion; that means a split?
 17 A. Yes.
 18 Q. A split between the TMO on the one hand and the London
 19 Fire Brigade on the other, or within the London Fire
 20 Brigade itself?
 21 A. Within the discussion group, yes.
 22 Q. Who was on the discussion group?
 23 A. Within the Fire Brigade it would have been the people
 24 I met at the bi-monthly meetings, but I think we also
 25 discussed it as a project group, and again, I think

131

1 there were different views and ... but there was no
 2 clear suggestion that it would be a usable system.
 3 Q. Was the question of the cost of retrofitting sprinklers
 4 part of the consideration?
 5 A. No, we were looking at the principle. I don't think
 6 a cost was ever mentioned.
 7 Q. Given the size of the budget for the Grenfell Tower
 8 refurbishment, was it ever realistic to consider
 9 retrofitting sprinklers into this building?
 10 A. I think the budget would have been a lesser
 11 consideration if we'd needed it as part of a fire safety
 12 regime. We hadn't had any recommendations to put it in,
 13 nobody had promoted it as part of a legal arrangement.
 14 So I think if we'd been told, "This is the legislation,
 15 you have to do it", the budget would have been found.
 16 Q. It was clear right through 2013 that it wasn't part of
 17 the legislation. I think that's probably universally
 18 accepted.
 19 Was there ever, to your knowledge, a cost/benefit
 20 analysis ever applied to the Grenfell Tower project when
 21 it came to the retrofitting of sprinklers?
 22 A. Not in my time, not --
 23 Q. Right.
 24 Then let's go to {ART00008794}. This is an email
 25 exchange between you, Philip Booth and Nick Valente, the

132

1 latter two both from Artelia , on 12 November 2014.
 2 I would like to start with the second email down
 3 {ART00008794/2}. This is an email from you on that day
 4 to Philip Booth and Nick Valente. "Chaps", you say, and
 5 then it has two topics: windows and then cladding.
 6 I just want to look at cladding with you:
 7 "I have just been looking at the cladding as our
 8 database is asking for costs (I have put something
 9 together). However, I do not know if there is any issue
 10 of flame retardance requirement? I know at
 11 Lacknall(sic) House one issue was that the replacement
 12 panelling for the asbestos cladding was not flame
 13 retardant! I don't know if this is in the
 14 specification , but want to make sure it is raised.
 15 Please advise."
 16 What was it about your investigation of the costs of
 17 the cladding that led you to consider whether the
 18 Reynobond ACM cassette-fixed panels that you had been
 19 intimately involved in choosing all through the summer
 20 of 2014 were fire retardant?
 21 A. I don't know that I was intimately involved in choosing
 22 them, but in terms of our database, I wonder if there
 23 had been a flag put up in another column saying, "Is it
 24 flame retardant?" That would probably be what would
 25 flag it up to me.

133

1 Q. Just exploring that, this flag in another column in your
 2 database, just explain that to us: what is this column
 3 and how does it work?
 4 A. I don't know if it exists , but I would suggest that that
 5 might have been added by Janice Wray.
 6 Q. Sorry, what would have been added by --
 7 A. Another column. The database was the stock condition
 8 database, which was done by block, and it would have the
 9 different components. So it would say: roof, flat or
 10 pitched, tile or slate? So it would be a tick-box
 11 database. So it would say: windows, single glazed,
 12 double glazed, aluminium frame, timber frame, whatever.
 13 So I think that there may have been external
 14 envelope, masonry cladding, and then there could have
 15 been another box, because I probably wouldn't have
 16 thought of it unless I'd seen a box.
 17 But I am speculating, which I know isn't
 18 appropriate, but that's the only reason I can think why
 19 I would have asked, because they'd added another column
 20 after advice.
 21 Q. Let's just see if we can get the best of your
 22 recollection as to what actually happened by looking at
 23 the first sentence closely. You say:
 24 "I have just been looking at the cladding as [and
 25 this is the explanation] our database is asking for

134

1 costs ..."
 2 When you say "our database is asking for costs",
 3 what does that mean? What is it referring to?
 4 A. It was quite a clunky system, and it was asking for --
 5 I think it was cost per square metre. It was just
 6 trying to establish maybe a benchmark, but as we hadn't
 7 any other building of this level of cladding, I suspect
 8 it was for data purposes only. So it was asking you
 9 just to give an indicative price, because then --
 10 because it was for stock data condition, it would then
 11 work out -- what do you call it? -- the capital cost of
 12 replacement or -- I can't think what the word is. Yeah,
 13 so it would look at what the capital cost of replacement
 14 is in 20 years' time. It's that sort of thing, just to
 15 give them a figure to work from.
 16 Q. I see. So you go into the database. What were you
 17 doing in the database to start with? What were you
 18 looking at it for?
 19 A. It was part of my role to update the information in the
 20 database every time we changed things. For example,
 21 I added the new flats into the database.
 22 Q. You are telling us, I think, that when you went to the
 23 database, it asked for costs, but then put up a flag
 24 which prompted you to go and look at the cladding; is
 25 that what you are saying?

135

1 A. I suspect it would have said external envelope, solid
 2 masonry, cavity masonry, cladding.
 3 Q. I see, I follow. So you then go and look at the
 4 cladding.
 5 The next question then is, when you say "I've just
 6 been looking at the cladding", what were you looking at?
 7 A. Effectively I would have been looking at it all, but
 8 this was one that I was less familiar with, and so I was
 9 checking I had the cost there but, as I say, I was just
 10 asking at the same time because I think it flagged up
 11 about fire, and so I was saying, "I've just been looking
 12 at this", but it was for the reason of actually putting
 13 in the cost for capital depreciation, that's the word,
 14 but I hadn't done anything with the area that said about
 15 flame retardance, and that was why I was asking our
 16 employer's agent --
 17 Q. So --
 18 A. -- if there was any issue that I needed to do -- to
 19 include on our database, but it was also a prompt to
 20 them to check.
 21 Q. Right. So from that answer, do we take it that somebody
 22 who designed the database within the TMO had made the
 23 connection between cladding and fire retardancy as
 24 a question to ask?
 25 A. I believe so. I would have to look at the database

136

1 again, and I hope this isn't something that I'm putting
 2 two and two together and making five, but I think that
 3 was why the flame retardance issue came up, because the
 4 database may have flagged it.
 5 Q. Well, you see -- and, again, we don't want to trespass
 6 on either bad memory or speculation.
 7 A. Yeah.
 8 Q. But you go to the database, it asks for costs, so you go
 9 and look at the cladding. What I want to know is
 10 whether what you looked at on the cladding was what
 11 promised you to ask about flame retardance, or whether
 12 the database asked about flame retardance?
 13 A. Yeah. No, I believe the database had something that
 14 would say, "Is there any issue of flame retardance?" or
 15 something of that sort about fire, and that's probably
 16 what would have done it. But it could have been that
 17 I put in cladding and then, I thought, "Oh, hold on,
 18 I haven't asked them this". So it could have been
 19 either. I can't 100% guarantee.
 20 Q. All right, I follow.
 21 Either way, something asked you to ask about flame
 22 retardance. So you say it could have been the database
 23 raising it as a flag, or it could have been whatever you
 24 were looking at about cladding.
 25 A. Yeah.

137

1 Q. Just on that last point, pressing a little bit more,
 2 what was it you think you looked at by way of the
 3 cladding? Was it a specification, was it the hard
 4 material, the mock-ups you had had in the June of that
 5 year, what was it?
 6 A. I was looking at it just as a phrase because I had to
 7 complete how many square metres it was and what the cost
 8 per square metre was. It would be of that extent.
 9 Q. Right. So you hadn't looked at a separate document or
 10 separate thing?
 11 A. No, I'm just looking at a word on a spreadsheet that
 12 says, "External envelope".
 13 Q. Was this a question that you had raised earlier when
 14 talking to Rydon about the ACM panels and your
 15 discussions with the planners back in the May and June
 16 of 2014, that year?
 17 A. No, I hadn't asked it before.
 18 Q. You refer in the second line there to an issue of flame
 19 retardance requirement. What did you mean by
 20 requirement?
 21 A. I would -- I was asking probably about the regulations
 22 that covered the cladding.
 23 Q. Did you know there were regulations which covered the
 24 cladding?
 25 A. I know there's something in the specification, and

138

1 I know there's the discussion about class 0. So I know
 2 there is something, but I'm not clear exactly what.
 3 Q. Right. What was it about the costs issue that led you
 4 to think about the regulatory issue?
 5 A. Yeah, I don't think it was the cost, it's just that
 6 I was filling in a line on a database that said
 7 cladding. I had to input the cost and obviously this
 8 issue of flame retardance came up. So it wasn't
 9 actually the cost that was the main driver; it was the
 10 fact that I had to input it into the database.
 11 Q. Do you remember whether the database flat that you've
 12 referred to, which could've been the prompt for this,
 13 referred to a requirement, regulatory or statutory
 14 requirement?
 15 A. No, it was a big database. It would have had maybe two
 16 or three words on it.
 17 Q. So is it you that added the word "requirement" in there?
 18 A. Yes.
 19 Q. I see. So you saw flame retardance and you thought:
 20 well, there may be a requirement for that; is that
 21 right?
 22 A. Yes, I'm just trying to think -- sorry, I honestly can't
 23 remember how the database was phrased, but I think there
 24 may have been a flag on it that would have asked about
 25 it, so I'm just taking this forward.

139

1 SIR MARTIN MOORE-BICK: I take it this database is
 2 an electronic document?
 3 A. It is. It's the property database for the whole
 4 organisation. It's online. It's not a paper document.
 5 It's totally online, and it -- because it's about
 6 capital depreciation, you put in -- well, and also for
 7 maintenance use, et cetera, you put in what the building
 8 comprises and then that then can throw out any figures
 9 in terms of what you would expect for a maintenance
 10 programme.
 11 MR MILLETT: Did you give this database a name or nickname?
 12 A. It was Keystone, was the overriding name, I think.
 13 Q. We know about that database and we may have to look into
 14 it --
 15 A. Yeah.
 16 Q. -- to see whether what you're saying reflects what's in
 17 that electronic piece of work.
 18 Now, if we move on to the reply to Philip Booth,
 19 this is at page 1 of this email chain {ART00008794/1},
 20 and this is timed the same day at 4.55, back to you, and
 21 he says:
 22 "Hi Claire.
 23 "I am delighted to hear that you have delivered the
 24 contract. Big milestone achieved."
 25 In the third paragraph he deals with your cladding

140

1 request, and he said:
 2 "I had a quick review of the NBS spec in the tender
 3 does for cladding and it does specify the cladding must
 4 comply with the following standards, one of which
 5 I would anticipate requires flame retardance. However
 6 as client I suggest you seek clarification from Rydon."
 7 Then he sets out something which looks as if -- and
 8 indeed Philip Booth confirmed this in his evidence --
 9 this was a cut and paste from the NBS specification
 10 itself. Is that right?
 11 A. Yes.
 12 Q. It is.
 13 Can we then go to the next document, which is
 14 {RYD00023468}, please. This is a few minutes later,
 15 same day, where you write to Simon Lawrence, copied to
 16 Philip Booth, subject: "Grenfell cladding":
 17 "Simon
 18 "I am just writing to get clarification on the fire
 19 retardance of the new cladding - I just had a 'Lacknall'
 20 moment."
 21 And you spent it L-A-C-K-N-A-L-L there.
 22 Just on the spelling, why did you think that Lakanal
 23 was spelt like that?
 24 A. I don't know. I think it's spelt many different ways in
 25 different correspondence, but I understand it is the

141

1 wrong spelling.
 2 Q. Right. Did you always spell it like that or did you
 3 spell it in various different ways?
 4 A. I probably would have spelt it -- I would have spelt it
 5 in different ways over a period. I think I would spell
 6 it differently now.
 7 Q. Yes, it's L-A-K-A-N-A-L, isn't it, now? That is the
 8 true spelling.
 9 A. Yes.
 10 Q. This isn't about your spelling. I'll come to the
 11 relevance of the spelling perhaps later on.
 12 Looking at this email, you say you have just had
 13 a "'Lacknall' moment", and we can see below that the
 14 specification that he sent you, and it looks like you
 15 copied and pasted this from Philip Booth's email. Is
 16 that right?
 17 A. Yes.
 18 Q. I see.
 19 Now, can we go to your 20 January statement at
 20 page 14 {TM000853697/14}, please. I would like to go to
 21 paragraph 66 in that document. You say there:
 22 "As stated above, I do not recall sending these
 23 emails until being shown them recently, however when
 24 I refer to having a 'Lacknall' moment I cannot recall
 25 what prompted this now but do recall attending a

142

1 briefing at RBKC about a fire that took place at Lakanal
 2 House, and it is possible that it was this which
 3 prompted me to raise this with the professionals listed
 4 above. I do not recall now whether I received a written
 5 response from Simon Lawrence however I believe I would
 6 have had a response."
 7 Now, we asked Simon Lawrence about this when he came
 8 to give his evidence, and I just want to show you two
 9 extracts from his transcript.
 10 First, can we go to {Day24/164:1}, please, and I ask
 11 him at line 1:
 12 "Question: We have no record of any response by you
 13 to her question or request for clarification, if I can
 14 put it that way. Is that right? Did you respond?
 15 "Answer: We can't find any record of it, so I --
 16 "Question: No. On the basis that there isn't any
 17 record of a response by you, why is there no record of
 18 any response by you to her Lakanal moment question?
 19 "Answer: I don't know. I would have ... I would
 20 have assumed that I would have taken that email, because
 21 I wouldn't have answered it directly, and I would have
 22 passed that to probably Harleys. So whether there is
 23 other emails around the date or not connected, I don't
 24 know. Normally I would have expected to just take that
 25 email and I would forward that straight to Harleys and

143

1 I would keep Claire copied in, so if there was any
 2 backwards and forwards correspondence, then it would
 3 be ...
 4 "Question: Presumably you have had quite a long
 5 time before today to think about this email.
 6 "Answer: Yes, I've seen it previously."
 7 Then if we go over to {Day24/165:4}, he says:
 8 "... I would have taken that email, because it's
 9 not one that I would -- I could answer from a technical
 10 point of view, I would take that email and I would pass
 11 that on to -- I think I would have passed that on to
 12 Harleys.
 13 "Question: You think sitting here now you would
 14 have done?
 15 "Answer: Yes, if that had come to me now, then
 16 I would take that and I would pass that straight to
 17 Harleys, and I would keep Claire and Philip copied in,
 18 Claire particularly copied in, so they could respond
 19 accordingly to her. Because I couldn't provide
 20 a response to that."
 21 Now, we see from those two passages that
 22 Simon Lawrence doesn't think that he could answer the
 23 question and would have called on Harleys for
 24 a response, copying you in.
 25 First, does that sound like the way in which

144

1 Simon Lawrence would typically have responded to
 2 a technical enquiry from you?
 3 A. I think it depends on the level of technical enquiry.
 4 Some of the enquiries that were probably more
 5 straightforward he would have just been able to respond
 6 himself, but this one he's obviously saying that he
 7 would refer it to a specialist .
 8 Q. We have found no record in our documents across all the
 9 core participants , Rydon, TMO, Harley or Artelia .
 10 When you say in your witness statement that you
 11 believe that you would have had a response, what's that
 12 belief based on?
 13 A. Simon was a good administrator, he generally didn't
 14 leave loose ends, and he would normally be quite quick
 15 back with a response.
 16 I'm aware that we had a site meeting the following
 17 week, and so it would be likely he would have said
 18 something to me at that meeting.
 19 Q. So about 20 November, you think. Orally?
 20 A. Yes, as I say, there was a site meeting the following
 21 week, so I think he would have taken that opportunity to
 22 speak to me.
 23 Q. You say "would have"; do you have a recollection that he
 24 responded to this question of yours?
 25 A. No, no, I don't, but generally he was prompt in

145

1 responding, and, as I say, didn't like to have issues
 2 outstanding, because obviously I would be asking him the
 3 question again. So I believe he would have given me
 4 a verbal answer.
 5 Q. What was that answer that you believe he would have
 6 given you?
 7 A. He would have said, "Of course it meets those
 8 standards".
 9 Q. He would have said to you, "Of course it meets those
 10 standards"?
 11 A. He would have said --
 12 Q. Do you have any recollection of him actually answering
 13 that question in that way?
 14 A. No.
 15 Q. No.
 16 Now, we've seen no written record that you chased
 17 this question up. Is it possible that you just forgot
 18 about it?
 19 A. I believe Simon would have given me a verbal response
 20 when I saw him at the meeting the following week.
 21 Q. Now, presumably by your reference to Lakanal, you were,
 22 as I know now, referring to the Lakanal House fire in
 23 which six people died.
 24 Given that the question you raised was a question
 25 raising a serious matter of life safety, why did you not

146

1 press Rydon for a clear written answer to your clear
 2 written question?
 3 A. In hindsight, I wish I had. I'd clearly copied in my
 4 employer's agent, who was there to ensure the contract
 5 was adhered to, and also Artelia had CDMC response. So
 6 I believed that I had made an open question in an open
 7 forum and I believe Simon responded.
 8 Q. Now, if we go back to the email that prompted this, at
 9 {ART00008794/2} under the heading "Cladding", in the
 10 third sentence, second line, you say:
 11 "I know at Lacknall House one issue was that the
 12 replacement panelling for the asbestos cladding was not
 13 flame retardant!"
 14 You told us perhaps ten minutes or so ago this
 15 afternoon that you, in learning about Lakanal, had not
 16 made a connection between the exterior wall's build-up,
 17 the rainscreen, and the fire at Lakanal House.
 18 What connection were you now making when you sent
 19 this email between the fire at Lakanal House and the
 20 replacement panelling not being flame retardant?
 21 A. At the presentation, I don't remember anything about the
 22 external area, but I did work with somebody who had
 23 worked on Lakanal House in a previous employment, and
 24 I remember him mentioning that that was one issue that
 25 they'd had to respond to in a setting like this. So

147

1 I --
 2 Q. Just break this down, sorry. So you had worked with
 3 somebody who had worked on Lakanal House. Who was that
 4 somebody?
 5 A. James Cousins, who worked for Apollo.
 6 Q. What had been their role on Lakanal House? Was that in
 7 the construction or in the investigation?
 8 A. Yes, in the construction.
 9 Q. What role did Apollo have on the construction at
 10 Lakanal House?
 11 A. I believe they were main contractor.
 12 Q. And your connection between the Lakanal House fire and
 13 the replacement panelling not being flame retardant came
 14 from that person, did it?
 15 A. Yes.
 16 Q. Was that as a result of a conversation you had had with
 17 James Cousins?
 18 A. Yes.
 19 Q. When was that conversation?
 20 A. I worked with him between 2008 and 2013, and this was
 21 towards the end, so probably 2012/13, I suspect.
 22 Q. Right.
 23 Now, we know that the inquest finished in the
 24 January of 2013 and the Rule 33 recommendations by the
 25 Coroner were made at the end of March 2013. Do you

148

1 think the conversation you had with James Cousins was
 2 between the March of 2013 and when you joined the TMO in
 3 September 2013?
 4 A. The conversation was very circumspect, it was very
 5 careful, and it was a conversation that was brief
 6 because obviously at the time it was probably still
 7 under discussion. So my conversation with him wouldn't
 8 have been more than five minutes, because it was a very
 9 sensitive subject still .
 10 Q. I can understand that, but my question was a timing
 11 question. Was it before March 2013 or after March 2013?
 12 A. I don't know.
 13 Q. Was it before you joined the TMO or after you joined the
 14 TMO?
 15 A. It would have been before I joined the TMO.
 16 Q. Right. I see.
 17 Was this occasion the first occasion that you had,
 18 as it were, put two and two together by linking the
 19 issue or problem with non-flame-retardant rainscreen
 20 panelling with Lakanal House and Grenfell Tower?
 21 A. I suspect so, but I didn't know enough about the
 22 external of Lakanal House, apart from the picture I'd
 23 seen on television .
 24 Q. Right.
 25 Despite having this discussion with James Cousins on

149

1 this sensitive topic before you joined the TMO, it looks
 2 very much as if this isn't a discussion you then took
 3 forward once you came into the project, until
 4 mid-November 2014; is that right?
 5 A. Yes.
 6 Q. Why is that?
 7 A. I hadn't -- I wasn't clear enough on the external
 8 construction of Lakanal House to know that there was
 9 a similarity, or if there was a similarity, but it was
 10 the word "cladding" that perhaps jolted me to think:
 11 maybe this is a good question to ask.
 12 Q. But you knew, right from the very start of your
 13 involvement in September 2013, that the Grenfell Tower
 14 refurbishment involved overcladding with a rainscreen,
 15 so why did you ask the question only in November 2014
 16 and not in and from September 2013, when you became
 17 involved?
 18 A. The project had been on the books for a long time, 2012,
 19 and there was a professional team on site then, there
 20 were lots of discussions over the cladding. I assumed
 21 at the time that many of those conversations would have
 22 been had earlier. But then obviously when I was
 23 involved, the cladding choices were still at large, but
 24 I believed on our cladding that it met class 0 and it
 25 met the regulations. But, as I say, this was obviously

150

1 just a double checking here.
 2 Q. You see, you had had this conversation with
 3 James Cousins which drew the connection in your mind
 4 between the fatal fire at Lakanal House and rainscreen
 5 cladding. You come into the project, you know there is
 6 going to be rainscreen cladding for Grenfell, and yet
 7 you don't ask the same question earlier than
 8 November 2014. Why is that?
 9 A. The conversation I had with James Cousins was very
 10 sketchy, as I say, it was very sensitive for all
 11 involved, but I was aware that that was their -- that
 12 that was one of the issues that he had been dealing
 13 with. But I didn't know enough about the Lakanal House
 14 external construction to know that it was a similar type
 15 to Grenfell. I'm not putting two and two together here.
 16 I'm thinking that this is a cladding issue, but I don't
 17 know that it's the same as Grenfell .
 18 Q. Until the issue of flame retardance requirement comes up
 19 from the database?
 20 A. Possibly, yeah.
 21 Q. You say possibly; you haven't given us any other
 22 explanation.
 23 A. Yeah, exactly .
 24 Q. Now, Mr Lawrence told us that, when he got the email, he
 25 thought the conversation was about cladding on the lower

151

1 four floors of the building.
 2 Did you have any discussion with Mr Lawrence around
 3 this time about fire retardance of the cladding on the
 4 lower four floors?
 5 A. No.
 6 Q. Now, I want to turn to something that you and
 7 David Gibson recalled in your witness statements.
 8 Can we go, first, to David Gibson's witness
 9 statement of 23 January 2020, that's this year, at
 10 page 18 {TMO00000887/18}, and I would like to look with
 11 you, please, at -- it's quite a long section, and I'll
 12 read it to you -- paragraphs 95 to 99.
 13 At 95 he says:
 14 "95. I recall however at one of our monthly Design
 15 Development Meetings, Simon Lawrence of Rydon indicating
 16 that there was disparity between the delivery times for
 17 insulation and rainscreen and to avoid delaying the
 18 project he indicated their intention to install the
 19 insulation first and fit the rainscreen later .
 20 "96. This was the first I was aware that the two
 21 items were separate and it raised some concerns in my
 22 mind having then recently read recommendations following
 23 the Lakanal House Fire Inquest where I understood that a
 24 gap between the insulation and the rainscreen had
 25 created a chimney flue effect which contributed to fire

152

1 spread.
 2 "97. At the time of this discussion, Rydon were
 3 erecting the mast climbers to the Tower and had not then
 4 fitted any cladding other than the sample that was on
 5 display. I had understood that the sample cladding to
 6 have rainscreen flush with the insulation and it came as
 7 a surprise to me to learn that they were fitted
 8 separately. This was shortly after planning permission
 9 had been given for amendments to the windows.
 10 "98. I raised this with Simon Lawrence as a matter
 11 of serious concern and asked him if he could give some
 12 assurance that we would not have a Lakanal-type problem
 13 with the separation of rainscreen and insulation."
 14 If you turn the page, please, to page 19
 15 {TMO00000887/19}, at paragraph 99 he continues:
 16 "99. The meeting was chaired by Philip Booth of
 17 Artelia and Simon Lawrence assured us that this would
 18 create no problem because the materials used were
 19 completely inert and would not burn at all. The meeting
 20 accepted his assurances in this regard and nothing came
 21 to my notice subsequently prior to the fire to question
 22 that these assurances were not accurate."
 23 Now, we'll come back to the question of the minutes
 24 which he covers in paragraph 100 and following in
 25 a moment.

153

1 Now, you provided your first witness statement to
 2 the Inquiry in February 2019, didn't you?
 3 A. Yes, or 2018.
 4 Q. Well, it's February 2019, I think.
 5 You do give some evidence in your September 2019
 6 statement about this conversation, which we'll go to in
 7 a moment, but when you did your first statement to
 8 the Inquiry, you didn't recall this conversation at all,
 9 did you?
 10 A. No, in my first statement I concentrated -- or we were
 11 concentrating on my -- what I said and what I did.
 12 Q. Well, you don't record this conversation when you
 13 prepared your first statement.
 14 A. No.
 15 Q. Presumably you didn't record it because you didn't
 16 recall it.
 17 A. I think there was a lot of discussion over what I did,
 18 when I did it, and so it didn't get -- it wasn't
 19 discussed and it wasn't recorded, yeah.
 20 Q. A conversation of this nature, where Rydon were giving
 21 the TMO, its client, an unequivocal assurance that the
 22 cladding was completely inert and would not burn at all,
 23 would be something that you would have remembered when
 24 you saw that building burning; that must be right,
 25 surely?

154

1 A. No, it wasn't on the top of my mind. I had other
 2 emotions, not that one. But it was a long project,
 3 a lot was discussed. We've talked this morning about my
 4 omitting something about a fire risk assessment. There
 5 was a lot of material that you could have put in these
 6 statements. They would have been huge tomes. I forgot
 7 this. It was an oversight which I think was corrected
 8 in my second statement.
 9 Q. Leaving aside the other emotions that you and I'm quite
 10 sure all of us felt looking at that building burning in
 11 the early morning of 14 June 2017, Ms Williams, I have
 12 to suggest to you that one of the thoughts that would
 13 have gone through your head had you recalled this
 14 meeting at all would have been, "Simon Lawrence told me
 15 it couldn't burn, how come it's burning?" Do you accept
 16 that as a matter of common sense?
 17 A. No, that wasn't uppermost in my mind at the time.
 18 Q. Right. So when did you first recall this conversation?
 19 A. I believe as we started to be asked other questions,
 20 "Oh, what happened then?" we, obviously with my legal
 21 advice, realised there were areas of my statement that
 22 perhaps should be beefed up because things were omitted,
 23 or things were unclear, and so at that point it was one
 24 of the items that I was advised should have gone in the
 25 first statement.

155

1 Q. Right.
 2 Can we then go to what you say in your second
 3 statement, your September 2019 statement, and this is
 4 after David Gibson had provided his statement which I've
 5 just been reading to you.
 6 Your September statement is at {TMO00842312/15},
 7 paragraph 64. You say there:
 8 "I do recall that during an early site meeting, my
 9 line manager, David Gibson, asked about the performance
 10 and fire-retardancy of the cladding materials proposed
 11 by Rydon. David's query was whether the cladding
 12 proposed could have the same effect as the cladding
 13 installed at Lakanal House should a fire take place.
 14 I recall that he sought assurance from Rydon that an
 15 incident such as the fire at Lakanal House would not
 16 take place."
 17 Now, you say there that the meeting was an early
 18 site meeting. By that, do you mean a meeting at the
 19 tower?
 20 A. It was in a meeting room in an adjacent building, yes.
 21 Q. An adjacent building to the tower?
 22 A. Yes.
 23 Q. Which building was it?
 24 A. My recollection was that it was what we call the
 25 caretaker's rooms.

156

1 Q. Right. So not in the site cabins that had been erected
2 or were being erected by Rydon?
3 A. Yeah, there were no meeting rooms other than those in
4 existing adjacent buildings.
5 Q. David Gibson says or said that the meeting was a design
6 development meeting. Does that mean anything to you?
7 A. We did used to talk about design and then have a site
8 meeting or vice versa, have the site meeting and then
9 talk about design. So I suspect that's what he's
10 suggesting.
11 Q. Well, I don't quite understand.
12 First of all, did you call meetings by name "design
13 development meetings"? Did you refer to them as design
14 development meetings?
15 A. I think they were called different things. I think they
16 were design reviews at some point. But that's a likely
17 name, yes.
18 Q. Did those happen at site?
19 A. Yes.
20 Q. In the room you're talking about?
21 A. Or different areas, as the building proceeded. It
22 started off in one room, then it moved to another room
23 and then it moved into, yeah, different rooms that were
24 available.
25 Q. It looks to us from the records that the design team

157

1 meetings that were minuted by Artelia were held at TMO's
2 offices. That's generally right, isn't it?
3 A. The ones prior to tender were, I believe, yes.
4 Q. What about after the tender, during the currency of the
5 project?
6 A. We would tag them on generally to a site meeting, either
7 before or after, depending on the availability.
8 Q. With Artelia present?
9 A. Yes, Artelia would usually do the minutes.
10 Q. Now, Artelia minuted progress meetings, but not design
11 team meetings. That's right, isn't it?
12 A. Yeah, they did the design reviews, but, yeah, I can't
13 think of any design development meetings as such that
14 they held --
15 Q. No.
16 A. -- but we did discuss things either side of the site
17 meeting. So Artelia would have been the people to
18 minute them, but I can't think of any minutes
19 specifically.
20 Q. You say it was an early site meeting at paragraph 64.
21 Can you give us a more precise idea of the time?
22 A. It would be after July 2014, when the contract was in
23 place.
24 Q. And not before? Or, rather, not after?
25 A. I think -- did David say that it was about -- we'd been

158

1 there and the mast climbers were going up, so that would
2 set the date, but I don't know what date that is.
3 Q. Well, I am asking you for your independent recollection,
4 independent of Mr Gibson's recollection.
5 A. Yeah, no, I don't remember. Apart from the fact
6 I thought it was fairly early on, I don't remember
7 a date.
8 Q. Well, the mast climbers started going up in August 2014.
9 A. Did they? Okay. So any time from July 2014 probably to
10 early 2015.
11 Q. It's Mr Gibson that recalls the mast climbers in his
12 evidence.
13 A. Yeah.
14 Q. But you say you recall it during an early site meeting.
15 I want to know what it is, please, that gives you the
16 recollection that it was an early site meeting, in other
17 words after July.
18 A. Yeah. My recollection is that we were sitting at a long
19 table and there was -- at my end of the table was the
20 TMO, Artelia, and Rydon, and other people were at the
21 other end, so other parties, and David asked the
22 question, when we were sitting in that caretaker's room
23 all at one end of the table. But, as I say, that's why
24 I don't remember the date. I remember it was
25 comparatively early, but I don't remember -- because it

159

1 was a big meeting. I think there was quite a lot of
2 people there.
3 Q. Who else was there?
4 A. As I say, Rydon were there --
5 Q. Who at Rydon?
6 A. Simon Lawrence.
7 Q. Yes?
8 A. I don't remember whether Simon O'Connor was there. But
9 there was, I think, David, myself, I don't know that
10 Peter was there ... and I don't know that -- Philip was
11 there, but I don't know that Peter Blythe was there.
12 So I can eliminate people but I can't say who
13 definitely was there.
14 Q. I'm really interested in the timing of this, you see.
15 A. I appreciate, and I've got no better memory, apart from
16 the fact it was in the caretaker's rooms and we were all
17 sitting at this end of the table and there were other
18 people at the other end, but the question was around one
19 end of the table, not ...
20 Q. Let's see if I can prompt you along a little bit.
21 Do you think this meeting that you are recalling
22 occurred before RBKC's planning department approved the
23 Reynobond PE 55 smoke silver rainscreen?
24 A. I don't remember. I'm not clear enough.
25 Q. Okay.

160

1 Let's then turn to the records of the conversation
 2 and go back, if we can, to David Gibson's statement,
 3 {TMO00000887/19}, please. We can start at
 4 paragraph 100. He says:
 5 "The minutes of this meeting were produced by
 6 Artelia and they definitely existed because I recall
 7 reading them. I recall that 'Lakanal' had been spelled
 8 incorrectly in the minutes. I understand these minutes
 9 cannot be located in TMO files."
 10 Do you see that?
 11 A. Yes.
 12 Q. Just pausing there, you see he notes that his
 13 recollection is that "Lakanal" was misspelt in the
 14 document he remembers seeing. Just note that.
 15 Then at paragraph 101, he says this:
 16 "I have a clear recollection of the discussion and
 17 of the minute recording it. My recollection is that it
 18 was raised at a Design Development Meeting and the
 19 minute was produced in time for the next Monthly
 20 Meeting. It was produced in hard form at that time and
 21 may not have been scanned onto TMO system or received
 22 electronically. I know I did not receive the minute
 23 electronically before the meeting because it was handed
 24 to me in hard form at the meeting. Until the occurrence
 25 of the fire at Grenfell Tower I had always believed the

161

1 cladding installed was inert as had been assured by
 2 Simon Lawrence and I had no reason to consider
 3 otherwise. I cannot recall the date of the meeting but
 4 I have given some details in my statement as to when it
 5 was. I think it may have been about March - April 2015
 6 or possibly earlier."
 7 Then he says:
 8 "102. I am confident that Philip Booth, Simon
 9 Lawrence and Claire Williams were in attendance along
 10 with the regular minute taker from Artelia whose name
 11 I cannot recall but his name will be on all the progress
 12 report minutes at or about that time. It is likely that
 13 others were in attendance but I cannot recall who.
 14 "103. I also recall that I did not receive the
 15 minute of the meeting electronically in advance of the
 16 next meeting, as was normally the case. They were
 17 handed to me in hard form at the beginning of the next
 18 months' meeting - one month later. I know this because
 19 I specifically looked for it and that is when I noticed
 20 that Lakanal had been spelled incorrectly and it is my
 21 recollection that the minute recorded the gist of that
 22 conversation and I mentioned that fact to Claire because
 23 I was keen to note that it had been recorded."
 24 Now, before I come to some questions about that,
 25 Ms Williams, I'll just show you what you say about that

162

1 in your September 2019 statement, which we can go to,
 2 {TMO00842312/15}, paragraph 65. You say:
 3 "I have been advised in preparing this statement
 4 that the minutes of this meeting cannot be located.
 5 I was given a hard copy of the minutes by Artelia during
 6 the meeting and I recall standing in the TMO office and
 7 reading them out to David and handing him a copy. I do
 8 not recall scanning the minutes into our system and
 9 saving them."
 10 Now, again, this is an important event, isn't it,
 11 clearly? Yes?
 12 A. Yes.
 13 Q. Yet you don't mention that, the meeting and the minutes,
 14 in your February 2019 statement, do you?
 15 A. I don't.
 16 Q. No.
 17 Now, David Gibson says that it was important for him
 18 to have a record of this conversation. Do you agree
 19 that he wanted a record?
 20 A. I do, because, as at paragraph 65, I remember him saying
 21 to me, "Is it minuted?" and I had to hand a copy of the
 22 hard copy, and I stood in the office and I read it out
 23 verbatim, and he was happy. And I said, "Oh, do you
 24 have that?" And instead of just giving him my copy to
 25 read, I copied him a set and gave it to him. But

163

1 I think he already had -- he might have already had
 2 a set, I don't know. But I remember physically standing
 3 in the office and reading it, because you're right, at
 4 the time he was incredibly particular to make sure it
 5 was recorded, and so we both felt some comfort in seeing
 6 it actually recorded there.
 7 Q. Let's just chase this through.
 8 You receive -- is this right? -- the soft copy from
 9 Artelia.
 10 A. I was given a piece of paper. Is that a hard copy?
 11 Q. Okay, let's start again.
 12 You say, "I was given a hard copy of the minutes by
 13 Artelia during the meeting", so which meeting was it?
 14 Presumably it was the meeting following the meeting of
 15 which the minutes had been recorded which you were being
 16 given?
 17 A. Yes. I was definitely given a hard copy at the next
 18 meeting, so I don't know whether the next meeting was
 19 a site progress meeting or another type of meeting.
 20 Q. Was it the normal practice of Artelia to send you soft
 21 copies of the minutes in draft for you to review before
 22 they were approved at the next meeting?
 23 A. Generally we did get a version emailed to us before the
 24 next meeting, yes.
 25 Q. When were you given a hard copy of the minutes, as you

164

1 say here?

2 A. I remember that I'd been to a meeting, and I don't know

3 it was one that David had been to, it might have been

4 an interim one, and they said, "Oh, here's the copy of

5 these minutes", and I took them then.

6 Q. Then you went back to the office, did you?

7 A. Yes, and then another day, totally another day, when the

8 next site meeting was due, or before the next site

9 meeting was due, David said to me, "Oh, I don't know if

10 I've seen the minutes, can we have a look and make sure

11 my comment is minuted", because, as you say, he was

12 really clear that it was an important question, and it

13 was clearly minuted and I read it out in the middle of

14 the room, and it has been a point of contention that we

15 haven't been able to find this bit of paper because

16 obviously it's important to us.

17 Q. Well, it is a point of contention, as you put it, you're

18 right about that, I just want to see why.

19 You say you were given a hard copy of the minutes

20 and you read them out to David Gibson and --

21 SIR MARTIN MOORE-BICK: Sorry, before you ask the question.

22 My current understanding from what you have told us

23 is that each of you was given a hard copy at the next

24 meeting. Is that correct?

25 A. I might have gone to a meeting with Artelia --

165

1 SIR MARTIN MOORE-BICK: No, no, can you remember?

2 A. Yeah, no, I remember I had a copy of the minutes at the

3 point where David said to me, "Was my comment minuted?"

4 SIR MARTIN MOORE-BICK: Just jog back one. Do you remember

5 being at a subsequent meeting at which you were handed

6 a hard copy of the minutes of the previous meeting?

7 A. I remember being given a hard copy of the meeting

8 minutes. I don't know which previous meeting it was,

9 that's probably my --

10 SIR MARTIN MOORE-BICK: So you recall receiving a hard copy?

11 A. Yes.

12 SIR MARTIN MOORE-BICK: Do you recall whether Mr Gibson was

13 given a hard copy at the same meeting?

14 A. I don't think he was at the meeting that I was at.

15 SIR MARTIN MOORE-BICK: Right. Then you took it back to the

16 office.

17 A. Yes.

18 SIR MARTIN MOORE-BICK: You were going to tell us about the

19 conversation, and I think what you have told us so far

20 suggests that you made a second copy and gave it to him.

21 A. I did, yes.

22 SIR MARTIN MOORE-BICK: So there were at least two copies in

23 existence at the TMO offices; is that correct?

24 A. Hard copies. Yes.

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

166

1 Yes, Mr Millett.

2 MR MILLETT: So the next question that follows from that is:

3 what did you do with your copy?

4 A. I would have filed it in my progress meeting file, or

5 whatever meeting it was, I would have filed it

6 chronologically with the rest of my papers.

7 Q. Would it have been your usual practice to scan the

8 minutes into your system and save them?

9 A. Generally I would have been given them by email anyway,

10 so I would have saved them from my email straight to the

11 directory, but this was a one-off that I had a hard copy

12 and not a scanned copy.

13 Q. You say, "I do not recall scanning the minutes into our

14 system and saving them". Why didn't you do that?

15 A. I presumed at the time that everybody else would have

16 an email copy and the author would have an email --

17 electronic copy, and I'm obviously aware that no copy

18 has been found, but --

19 Q. Never mind that.

20 You then say that you gave a copy to David Gibson.

21 So you had the hard copy, you photocopied one, kept it

22 and filed it, and then gave him the other one?

23 A. Yes.

24 Q. So does that tell us that within the TMO there were at

25 one point, so far as you recall it, two hard copies?

167

1 A. Yes.

2 Q. Do you know where David Gibson filed his hard copy?

3 A. No.

4 Q. Do you know why he didn't put it on to the system

5 electronically?

6 A. No.

7 SIR MARTIN MOORE-BICK: This may sound like a silly

8 question, but I take it they were typed or printed

9 documents.

10 A. Yes, they were, it wasn't handwritten.

11 MR MILLETT: Do you remember, standing back, what the basic

12 thrust of the meeting was? What was it about?

13 A. I thought it was a meeting on site.

14 Q. Yes --

15 A. But it was the normal Artelia format, that's what

16 I recall. So, yeah, it was one item of a list of many

17 items. But, as I say, I know that nobody's been able to

18 locate it. But, as I say, I held it in my hand, so

19 I know it's not a figment of anybody's imagination.

20 Q. Given the importance to David Gibson of this statement

21 that you read it out aloud to him across the floor of

22 the office, can you explain how it could come about that

23 neither he nor you scanned the document into the system

24 so that, like all other Artelia minutes, an electronic

25 record existed?

168

1 A. No, I don't. In hindsight, most of the things that
 2 crossed my desk I ensured were in my directory, but this
 3 I didn't do, and I obviously wish I had because it would
 4 have been important to evidence it today. But, as
 5 I say, I had a hard copy but I don't have it anymore.
 6 Q. Did you look for this document immediately after the
 7 fire in June 2017?
 8 A. I don't think so.
 9 Q. Why is that?
 10 A. I was being asked to provide other information to
 11 appropriate parties, so this document wasn't of priority
 12 at the time. But, as I say, obviously it's become more
 13 important, and I would love to find it on somebody's
 14 directory, but it's not in the TMO directory, I'm clear
 15 on that.
 16 Q. I'm sure you would love to find it, Ms Williams, but
 17 just think about what you have just told us. You say
 18 the document wasn't a priority at the time. Here is
 19 a written record, so important that you make two copies
 20 and read it out aloud to David Gibson because he wanted
 21 a written record of it -- that's what you have told
 22 us -- and yet when the fire happens, it isn't your first
 23 reaction, or perhaps early reaction, to go and look for
 24 it. Why is that?
 25 A. You're right, it wasn't my first early reaction because

169

1 I was being asked for other information from other
 2 authorities with more pressing demands, perhaps. But
 3 very quickly it became clear it would be useful to find
 4 this document, and then I searched through the office
 5 and, as I say, it wasn't available. I don't know where
 6 it was.
 7 Q. Why did you think it would have been useful?
 8 A. Because, as you've implied, it's a document evidencing
 9 that we asked the question at an early stage and that we
 10 were mindful of the problems that may arise, so it would
 11 have been very useful.
 12 Q. You see, anybody watching that building burning in the
 13 early hours of June 2017, who had not only been given
 14 the assurance, but whose boss had insisted that it had
 15 been recorded, so importantly that it was read out
 16 across the floor of the office, would, as one of their
 17 first thoughts, have thought, "I have been misled", or,
 18 "I have been told something that was fundamentally and
 19 catastrophically wrong", and I'm having difficulty --
 20 forgive me, Ms Williams -- understanding why that wasn't
 21 your thought at the time.
 22 A. We were being asked by advisers to find different
 23 documents, and this was obviously one that people
 24 weren't aware of, and it was a very busy time.
 25 Q. Now, we asked Simon Lawrence about this, and I do need

170

1 to show you his transcript, {Day24/169:14}, and you can
 2 see that I quoted Mr Gibson's statement to Mr Lawrence,
 3 which we've just looked at. You can see I quote
 4 paragraph 98 to him, and then from line 14 onwards,
 5 which leads up to line 18:
 6 "Question: Do you recall Mr Gibson raising this
 7 matter with you at a meeting?
 8 "Answer: Not at all, no.
 9 "Question: Right.
 10 "Answer: Rainscreen by the nature of rainscreen,
 11 there is a gap between rainscreen and the insulation.
 12 So, no, I don't recall this at all."
 13 If we go over the page to {Day24/170:6}, he's asked
 14 the question at line 6:
 15 "Question: Did you give such an assurance to
 16 Mr Gibson?
 17 "Answer: No. I don't agree with that statement at
 18 all.
 19 "Question: Do you recall seeing the minutes which
 20 match this description?
 21 "Answer: No."
 22 Then at line 17, having had paragraph 100 quoted to
 23 him, I say:
 24 "Question: I think you're saying you're clear in
 25 your mind you have never seen such minutes?

171

1 "Answer: No."
 2 Do you see that?
 3 A. Yes.
 4 Q. Then at {Day24/171:8}, I've cited more of his statement
 5 to him, and it's clear from line 10 that Mr Lawrence
 6 says:
 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 That's something we've seen before.
 18 Now, you can see from that that Simon Lawrence has
 19 no recollection at all of that, and in fact, not only
 20 that, he actively denies ever having given you that
 21 assurance. Are you saying he is wrong?
 22 A. I'm saying it was a conversation a long time ago and
 23 he's probably forgotten, but it was minuted, and I'm
 24 aware that there has been a lot of interrogation into
 25 the papers to try and evidence this minute.

172

1 Q. Let's look and see what Philip Booth's evidence was
 2 about this. Can we first look at his first statement at
 3 {ART00008527/52}, paragraph 173, please. He just says
 4 there in the fourth line up from the bottom:
 5 "I do not recall any other occasions where any party
 6 raised the fire at Lakanal House or sought any
 7 assurances as to the fire performance or fire
 8 specification of the cladding system being installed in
 9 the Project."
 10 Do you see that?
 11 A. Yes.
 12 Q. In his oral evidence he was asked by Ms Grange about
 13 that statement, and can we go to the transcript of his
 14 evidence on {Day50/77:4}. He says:
 15 "Answer: I was definitely not at a meeting that
 16 that was discussed. All the meetings I was at were
 17 minuted, we produced them. It may -- I didn't go to
 18 design development meetings because I wasn't part of the
 19 design at that time. So I'm not saying it didn't
 20 happen, it may well have happened, but it wasn't
 21 a meeting that I was at, so I don't have any
 22 recollection of that discussion point at all.
 23 "Question: Okay.
 24 "Answer: And all of our other meetings have got
 25 clear minutes issued for them.

173

1 "Question: Yes.
 2 "Answer: So maybe it was a Rydon meeting that he
 3 remembers, but I wasn't there.
 4 "Question: Do you ever recall anyone using the word
 5 'inert' or 'completely inert' in the context of the
 6 cladding materials?
 7 "Answer: No, I had no -- other than that one email
 8 [the 12 November email], I didn't have any -- nothing
 9 was raised to me about fire retardance or anything
 10 around the cladding. All of my cladding discussions
 11 were around what it was going to look like and how it
 12 was fixed to the building."
 13 Now, looking at that, do you still say that Mr Booth
 14 was present at the conversation with David Gibson?
 15 A. Yes.
 16 Q. So you say Mr Booth is wrong as well in his
 17 recollection?
 18 A. It was a conversation 2014/15. It was -- as I say,
 19 David asked the question, he got a response, and it was
 20 minuted. I'm not surprised people don't remember it
 21 because it was a fair while ago, but it was critical at
 22 the time and that's why we were pleased it was minuted.
 23 SIR MARTIN MOORE-BICK: Can you remember who else was
 24 present at the meeting?
 25 A. I only remember people at this end of the table. There

174

1 were other people, but no.
 2 SIR MARTIN MOORE-BICK: Who can you recall as being present?
 3 A. So, as I said, myself, David, Philip, Simon Lawrence.
 4 I wasn't clear whether Peter Blythe was there or not,
 5 and I have been looking, believe me, for this.
 6 There was a gap I found in the minutes of
 7 February 2015, but I don't know if that was the minutes
 8 that are missing or not. It could be something else.
 9 SIR MARTIN MOORE-BICK: Anyone else you can remember?
 10 A. No. No. I remember sort of more the principals were
 11 sitting at my end of the table and there were other
 12 people at the other end, but I don't know whether it was
 13 a larger conversation. But as I say, the only gap
 14 I found in the minutes is February 2015, so that's my
 15 only ...
 16 SIR MARTIN MOORE-BICK: All right, thank you very much.
 17 A. Yeah.
 18 MR MILLETT: And February 2015 wouldn't be an early site
 19 meeting, would it?
 20 A. It would in terms of a three-year project, yes, for me
 21 it was, because July 2014 is when the contract started.
 22 Q. Did Mr Booth strike you as the sort of person who would
 23 fail to record such an important conversation?
 24 A. It was minuted, so whereas he may not remember it, it
 25 was minuted.

175

1 Q. I'm bound to suggest to you, Ms Williams, that you
 2 didn't recall this discussion in your first witness
 3 statement, at a time when of course you hadn't yet seen
 4 David Gibson's witness statement, because you had no
 5 independent recollection of it.
 6 A. I am a little bit hazy about which meeting it was, when
 7 it was, but I was in the room and I was at the end of
 8 the table with David, I heard the question, and then, as
 9 I say, he said he hadn't seen the minutes, I had them
 10 and I stood in the middle of the office and read it out,
 11 so I'm very clear on that.
 12 Q. Are you sure that your evidence isn't an attempt to
 13 reconstruct a conversation that never actually took
 14 place?
 15 A. No, I wouldn't do that.
 16 Q. Right.
 17 Do you think this conversation happened before or
 18 after your "'Lacknall' moment" email?
 19 A. I don't know. I would have thought it might be after,
 20 but I don't know.
 21 Q. You see, had it happened before your "Lacknall" email,
 22 you wouldn't have had to write the "Lacknall" email,
 23 would you?
 24 A. David wouldn't have been party to my email.
 25 Q. No.

176

1 A. I would -- you know, I wouldn't feel -- to ask that
 2 question twice isn't an issue. It's better it's asked
 3 twice than not at all, which is why it would be very
 4 useful to find this minute.
 5 Q. I will ask the question again.
 6 We've seen the "'Lacknall' moment" email in which
 7 you were prompted to ask the question about fire
 8 retardancy because you were looking at the database.
 9 That would strongly suggest, wouldn't it, that that
 10 question had not, to your knowledge, been posed to Rydon
 11 before 12 November 2014?
 12 A. Or I was asking the question again.
 13 Q. Why would you ask it again?
 14 A. Just to keep the thought in one's mind.
 15 Q. That doesn't make any sense, with great respect,
 16 Ms Williams. If you had had a meeting, and there had
 17 been a minute of it, where this clear assurance had been
 18 given by Simon Lawrence of Rydon that the cladding was
 19 inert and wouldn't burn at all, you wouldn't have had
 20 a Lakanal moment, let alone sent the email which you did
 21 first of all to Philip Booth and then to Simon Lawrence,
 22 surely?
 23 A. I might have done it, as I say, either as a second
 24 prompt, I might have forgotten the first one. The
 25 parties changed a lot over the course of the project.

177

1 Bear in mind the Artelia team changed, the Rydon team
 2 changed, so it wouldn't be unusual to ask the same
 3 question again, either for belts and braces or to make
 4 sure that a new audience was aware.
 5 Q. If you were asking it for a belt and braces as a second
 6 time or to make sure that a new audience was aware, you
 7 would have taken care to refer to the meeting and indeed
 8 the minute, which you are so adamant existed, if it did
 9 exist, before 12 November 2014, surely?
 10 A. Not if it was a new audience, it wouldn't mean anything
 11 to them. They would be only looking at perhaps what
 12 they had on the table in front of them.
 13 Q. How could it be a new audience given that, as you say,
 14 Philip Booth had chaired the meeting and Simon Lawrence
 15 had given the assurance? This was the same audience.
 16 A. Yes. No, I understand what you're saying, but there
 17 were different parties over the course of the project
 18 and I would be happier to make sure it was said twice
 19 than not at all.
 20 Q. Come on, Ms Williams, it's obvious, isn't it, that if
 21 this meeting had happened and there had been a minute
 22 and it had been recorded, then either you wouldn't have
 23 had to send the "'Lacknall' moment" email at all, or if
 24 you had, you would have made sure that you recorded the
 25 conversation and the minute recording that conversation

178

1 in it?
 2 A. No, I disagree. One, because obviously David's question
 3 wasn't one that I put, it was one that was probably more
 4 on his mind than mine, and I asked a question as well
 5 which was something that was on my mind. So I don't
 6 think there's any sort of doubt that both of them
 7 happened, and I'm quite clear that I'm sitting here in
 8 evidence saying that.
 9 Q. Well, looking at the alternative possibility, which is
 10 that this conversation happened, as you resist
 11 curiously, but happened after 12 November 2014, when the
 12 question was asked by David Gibson at the meeting you
 13 say at which you were present, why didn't you then jump
 14 up and say, "Oh, Simon, I asked you that question back
 15 in November, actually, and I failed to follow it up, so
 16 what's the answer?" You didn't do that, did you?
 17 A. No, I didn't do that. I let the question be asked
 18 again.
 19 Q. You let the question be asked again?
 20 A. Either by my email or by David's question, depending
 21 which order it came.
 22 Q. So which is it? Did you let the question be asked
 23 again, you having asked it in November, or did you send
 24 your November email, it having been asked before that?
 25 A. Sorry, I'm getting confused now. So --

179

1 Q. When was the conversation? Was it before or after you
 2 asked the question in the 12 November email? It's
 3 a simple question.
 4 A. Yes, no, I thought I had asked my question on
 5 12 November 2014. I thought David had asked his
 6 subsequent.
 7 Q. And when David asked his question subsequently, and you
 8 had the minute, given that you were at the meeting, why
 9 didn't you say, "Oh, that's a question I want an answer
 10 to because I asked that question some months ago or some
 11 weeks ago, what is the answer?" Why did you just let
 12 the question get asked without prompting Simon Lawrence
 13 to the fact that you had already asked him and did so in
 14 writing?
 15 A. I would have probably liked to have heard the answer
 16 twice rather than just once.
 17 Q. The reality is that wanting the answer twice, you
 18 actually got the answer no times in writing, did you?
 19 A. That's true.
 20 Q. Isn't that a bit peculiar?
 21 A. It's disappointing, and it would be particularly useful
 22 if we had that written minute now, but it's not
 23 a fabrication.
 24 MR MILLETT: Mr Chairman, is that a convenient moment?
 25 SIR MARTIN MOORE-BICK: I think it probably is, yes, thank

180

1 you very much.
 2 We will have a short break now, Ms Williams. We
 3 will continue at 3.45, please. Again, no talking to
 4 anyone about your evidence or anything to do with it
 5 while you're out of the room, please. Thank you very
 6 much.
 7 THE WITNESS: Thank you.
 8 (Pause)
 9 SIR MARTIN MOORE-BICK: Thank you, 3.45, please.
 10 (3.30 pm)
 11 (A short break)
 12 (3.45 pm)
 13 SIR MARTIN MOORE-BICK: Right, Ms Williams, all right to
 14 carry on?
 15 THE WITNESS: Yes, thank you.
 16 SIR MARTIN MOORE-BICK: Good. Thank you.
 17 Yes, Mr Millett.
 18 MR MILLETT: Mr Chairman, thank you.
 19 Ms Williams, I now want to turn to the topic of
 20 design issues or questions or problems during the build
 21 once construction got under way.
 22 First, can I look at the question of design changes
 23 and the process. Can we begin with {ART00008620}. This
 24 is an email from you to Philip Booth in early
 25 December 2014 and you say:

181

1 "It is getting confusing how the Grenfell drawings
 2 are authorised.
 3 "My assumption is that Max Fordham vet them first,
 4 which Matt is doing- then I get the final version to
 5 'comment' on as this is a d&b contract.
 6 "However Rydon are referring me to the tender
 7 drawings, which are clearly not those that Matt has
 8 commented on previously.
 9 "Can you please agree a workable process with all?"
 10 Now, by this time -- which is December 2014, as we
 11 can see from this -- was it your understanding that
 12 there wasn't at that stage an agreed process for
 13 approving design?
 14 A. I think we had tried something but I don't think it was
 15 working, so I think this is trying to formalise
 16 something.
 17 Q. What wasn't working?
 18 A. I think Rydon had just tried to give me information, and
 19 sometimes it just came on an email, which wasn't
 20 appropriate.
 21 Q. What information did Rydon try and give you on email?
 22 A. I suspect that it would be -- I would just be looking at
 23 the radiator layouts or something for the new flats.
 24 Q. Is that an example of information which came on
 25 an email?

182

1 A. Yes, it would be -- rather than a formal sheet saying,
 2 "Comment on this, comment by this date", to allow works
 3 to progress, so --
 4 Q. I see. So are you saying that you would get specific
 5 information in dribs and drabs rather than part of
 6 a formalised approvals process?
 7 A. Yes.
 8 Q. I see.
 9 Can we then go to {ART00003197}. Now, this is
 10 a colour version of a flowchart composed by Phil Booth
 11 at Artelia. Do you remember this document?
 12 A. Yes.
 13 Q. Did you understand it? I mean, I'm not suggesting that
 14 it's immediately obviously comprehensible, but did you
 15 understand it?
 16 A. Yes.
 17 Q. Okay.
 18 Now, the explanation Phil Booth gave to us is that
 19 if there was a change to drawings, you would simply
 20 follow the arrows, and architectural change is indicated
 21 in the bottom right-hand arrow, the green one, and the
 22 process described there, and then the big arrows, the
 23 middle row of the flowchart, the steps that would be
 24 taken. Is that right?
 25 A. Yes, yes.

183

1 Q. Does that tell us that, if there was an architectural
 2 change, it would go to the TMO to review, in summary?
 3 A. Yes, that's what he's --
 4 Q. Yes. I mean, it's a bit of a waterfall, but the basic
 5 message is: if there is an architectural change, it
 6 would go to the TMO to review.
 7 Did you understand that the TMO was the point of
 8 review for architectural changes to the design?
 9 A. We had said we would deal with issues to certain areas.
 10 "Architectural change" is probably quite a big phrase,
 11 but it ... yeah, I understand that we were going to be
 12 looking at things. As I say, it wouldn't strictly be
 13 approval; it would be a comment under the design and
 14 build regime.
 15 Q. Right.
 16 Can we go to your 20 January statement, please,
 17 {TMO00853697/7} and look at paragraph 32. We've seen
 18 this before.
 19 If you look four lines up from the bottom of the
 20 paragraph, you say:
 21 "A Design and Build contractor must then refer back
 22 to the design team in respect of any further changes."
 23 Can you say that you're sure that that actually
 24 happened?
 25 A. They generally did, yes. They must have. If there was

184

1 anything that had a contractual or financial impact,
 2 they would definitely have referred it back, yes.
 3 Q. So the design team would be who, in your phraseology?
 4 A. Let me just understand at what stage this is.
 5 Q. So this is once the design and build contract is in
 6 place. At least I'm working that out from what you say
 7 earlier on in paragraph 32.
 8 (Pause)
 9 A. So, yes, if there was any changes on the M&E, they would
 10 go back to Max Fordham, who were our designers for the
 11 M&E side. If there was anything related to the social
 12 housing, boxing club, nursery, they came back to us.
 13 Anything else, they would go back to the project team,
 14 rather than the design team, I would say. Like I say,
 15 anything that changed that may have an impact on cost or
 16 programme would have to come back for our employer's
 17 agent to instruct.
 18 Q. Where did the cladding part of the refurbishment sit in
 19 that taxonomy, that order of things?
 20 A. That would be within their own design remit, because it
 21 was the specialist area that they were warrantied to
 22 carry out.
 23 Q. So is that the project team or the design team, on your
 24 terminology?
 25 A. If anything on their specialist area of design was going

185

1 to change, it would come back to the project team.
 2 Q. And who was the project team?
 3 A. That would be Artelia, ourselves, and then any other
 4 related contractor -- consultant, sorry. So probably
 5 Artelia and ourselves.
 6 Q. Thank you, that makes it clear. So any changes in
 7 respect of design in relation to the cladding would have
 8 to be approved -- and I use that word loosely, but
 9 approved, ticked off, okayed, if you like -- by you and
 10 Artelia?
 11 A. If it was a change to the specification, yes.
 12 Q. Yes, thank you. And a change to the design as well;
 13 yes?
 14 A. Yes.
 15 Q. Yes.
 16 Now, can I then take you to something Neil Reed
 17 said. I would like to show you the transcript, please,
 18 for {Day50/156:1}. This is where Neil Reed of Artelia
 19 is being questioned by Ms Grange, and at line 1 she asks
 20 the question:
 21 "Question: Are you merely telling us about that in
 22 your statement because you are seeking to demonstrate
 23 that Artelia was always very clear about the scope of
 24 its role, or are you telling us about it because you
 25 felt that it was a significant problem on this project?

186

1 "Answer: I'm setting out the facts of the matter.
 2 We were regularly asked about design matters. I never
 3 thought about it in any other way, other than I was
 4 clear where the responsibility for the design function
 5 sat. I think Claire knew that too. That was evident.
 6 It just surprised me that it kept happening. On
 7 occasion I think I probably got quite frustrated with
 8 it. I didn't read into that in any other way than our
 9 client keeps asking us to get involved in design, and at
 10 some stage I think I'd suggested to Simon that he may
 11 wish to remind and escalate the issue and remind them
 12 this is just not part of our scope, it shouldn't be
 13 happening."
 14 Later the same day, at page 159, if we can just turn
 15 three pages on to that, we can see at line 5 Ms Grange
 16 asks Mr Reed:
 17 "Question: Did you ever get the impression that
 18 Ms Williams was foundering in terms of design issues and
 19 was therefore reaching out to you for additional
 20 support?
 21 "Answer: Did you say foundering? What was the word
 22 you used?
 23 "Question: Yes, foundering. Struggling. Did you
 24 ever get the impression she was struggling to deal with
 25 the design issues that were cropping up on the project

187

1 and needed to seek to reach out to you for help on it?
 2 "Answer: Yes, I can see that. Yes. Possibly."
 3 Now, that was Neil Reed's recollection, but I just
 4 want to ask you about it, and I will show you some
 5 documents recording conversations that you had with
 6 Neil Reed about the scope of Artelia's role in design.
 7 First, do you remember that there came a time when
 8 an issue arose relating to designing a solution for
 9 access from the crown?
 10 A. Yes.
 11 Q. In other words, an abseiling rail.
 12 A. Yes.
 13 Q. Do you remember that?
 14 Can we look at {ART00006704}, please. This is
 15 an email chain about that issue in the May and the June
 16 of 2015. If we go to the bottom of page 3
 17 {ART00006704/3}, you can see that this is an email from
 18 Simon Lawrence to you on 28 May 2015. If we go over the
 19 page to page 4 {ART00006704/4} it starts "Afternoon
 20 Claire", can you see that?
 21 A. Yes.
 22 Q. You can see that there is quite a lengthy paragraph
 23 there about access from the crown.
 24 Now, I'm not going to read it all out to you, but do
 25 you remember that issue and that email?

188

1 A. I do.
 2 Q. Do you remember at page 5 {ART00006704/5} there were
 3 some diagrams that he attached? If you look at page 5,
 4 you can see some rather clear but perhaps unartistic
 5 diagrams --
 6 A. Yes.
 7 Q. -- attached to the email.
 8 If you go then up to page 2 {ART00006704/2}, you
 9 then write an email to Neil Reed on 12 June, so about
 10 two weeks later, and you send that to Neil Reed and you
 11 copy it to Paul Burrows, who was by then the new CDMC,
 12 CDM co-ordinator, and you say:
 13 "Gentlemen
 14 "Can you comment?
 15 "I attach the email that refers with info."
 16 Then if we go up to the top at page 1
 17 {ART00006704/1}, Neil Reed says, in his response to you
 18 of the same day, Friday, 12 June 2015:
 19 "Claire,
 20 "I'm afraid this too is a design issue and our scope
 21 does not extend to cover off design related advice.
 22 "Understanding that something needs to happen,
 23 actions need to be tracked, milestones need to be
 24 managed, etc. we can, will and do help with - but you
 25 are asking us to comment on a design matter/solution."

189

1 Then he goes on:
 2 "Paul [Burrows] can comment from a CDMC perspective
 3 but his role is to ensure that H&S is considered by
 4 those responsible/involved and not per se on the
 5 solution itself. The CDMC is not a designer - but he
 6 can comment on what is being proposed [and] what needs
 7 to be considered. Paul please feel free to comment,
 8 correct or augment my point here.
 9 "What I will say is this Claire:
 10 "This is a specialist area.
 11 "A designer can go so far.
 12 "You need to bring the stakeholders together -
 13 stakeholders in this instance being the people who will
 14 be responsible for the:-
 15 "Procurement of the service.
 16 "Scoping and defining the requirements of the
 17 service.
 18 "Providing the service - doing the cleaning.
 19 "Health and Safety Officer for TMO - Janice.
 20 "Anyone else in TMO who can influence or is
 21 influenced by the cleaning.
 22 "Everyone can, should and will contribute to
 23 providing a holistic well considered solution providing
 24 they feature in one of these three camps.
 25 "I hope this helps ..."

190

1 So I show you that, and before I examine the
 2 question with you, let's go to another document:
 3 {ART00006577}, please. This is a log that Neil Reed
 4 sent to Simon Cash, so it's an internal Artelia
 5 document, in September 2015, as you can see from the
 6 email header at the top of that page, and if you look at
 7 the summary he sets out below it, there is a log running
 8 from 3 to 11 September 2015. If you look at the entry
 9 for 11 September 2015, do you see --
 10 A. Yes.
 11 Q. -- under "Task", it says in the second line:
 12 "... catch up call from Claire Re Lift/Fire issue -
 13 mentioned our scope [not] being design and apologised if
 14 I appeared terse in some emails - she understood and
 15 [said] this was fine - thanked me for addressing Lift
 16 query, emails to Matt at Max Fordham Re Lift queries."
 17 Just pausing there, do you recall this phone call,
 18 this discussion with Neil Reed on that date?
 19 A. Not the call, no.
 20 Q. Sitting here now, have you any reason to think that what
 21 Neil Reed recorded there is inaccurate to the best of
 22 your recollection?
 23 A. In relation to that call, to that specific issue, sorry?
 24 Q. Yes.
 25 A. No. I think Neil was very thorough and conscientious,

191

1 so no, I would say that that was his -- that was his
 2 brief comment on the resume of the conversation.
 3 Q. The third document I want us to look at together is
 4 {ART00006682}, please. This is the chain of emails
 5 relating to the subject of letterboxes in October 2015.
 6 Do you remember the subject generally?
 7 A. Not letterboxes, no, I'm afraid.
 8 Q. Right. Well, let's look at page 2 {ART00006682/2}.
 9 This is an email from you to Andrew Malcolm at Artelia.
 10 At the bottom of page 1, it's dated 14 October 2015 to
 11 Andrew Malcolm, copied to Neil Reed, and the subject is
 12 "Letter Box Quotes", can you see?
 13 A. Yes.
 14 Q. Then if we look at the top of page 2, we can see your
 15 questions that you sent to him:
 16 "Can I ask the obvious:
 17 "1. Letterbox and rear cage: what is the spec
 18 including dimensions?"
 19 Then you ask some other questions as well.
 20 If we scroll up to page 1 {ART00006682/1}, we can
 21 see that the next day, 15 October 2015, Neil Reed
 22 responds to you and he says:
 23 "Claire,
 24 "These are design matters that need to sit with
 25 you/TMO. I am afraid Andrew is unable to assist you

192

1 with these queries.”
 2 Now, finally -- this is the last document I want to
 3 show you -- {ART00006634}, this is an email from
 4 Neil Reed to Matt Smith at Max Fordham on
 5 28 January 2016, and we can see the issue this time is
 6 about sleeving through risers, and you can see the
 7 subject there, “Grenfell - Absence of Sleeving”, and
 8 you’re copied in on this email as you can see from the
 9 third line of the copyees. Do you see that?
 10 A. Yes.
 11 Q. By this stage, just to remind you, you were both client
 12 and principal designer, weren’t you, because this is now
 13 the winter --
 14 A. Yes.
 15 Q. -- of 2015/16.
 16 In the second-last paragraph, Neil Reed says:
 17 “The resolution of this design/specification issue
 18 rests with Max Fordham not Artelia who are merely the
 19 Employer’s Agent with no design responsibility on this
 20 contract.”
 21 Now, I’ve shown you a whole load of documents just
 22 now. Having been shown those, do you accept that, on
 23 more than one occasion, Mr Reed categorically told you
 24 that Artelia did not have responsibility for design
 25 issues, each in the context of the particular question

193

1 which had arisen?
 2 A. I would, but I would tend to communicate with him, one,
 3 in case there was any programme impact or cost impact,
 4 but also to keep them on board as to what I was looking
 5 at. I think in the letterbox instance, it was not there
 6 appropriate, but the lift conversation was appropriate
 7 because there was additional work required which had
 8 a cost implication.
 9 Q. That would be a QS question, not a design question,
 10 wouldn’t it?
 11 A. Exactly, but it would also have a programming
 12 implication --
 13 Q. Indeed.
 14 A. -- because there was additional work which would have
 15 a knock-on effect. So the letterboxes, I agree, that
 16 was something that shouldn’t have been directed to them.
 17 But the lift issue was actually an issue of cost and
 18 programme, so that falls into a different category for
 19 me.
 20 Q. To be clear, looking at these documents in the round, do
 21 you accept that you didn’t think that Artelia was
 22 responsible for assisting you with design issues per se?
 23 A. I didn’t think they were responsible for assisting me
 24 with design issues unless there was an impact on the
 25 programme or the cost, but also it was important to keep

194

1 communicating, because you appreciate Neil and
 2 Andrew Malcolm were the second set of people on the
 3 project and, again, I was keeping them on board. Not
 4 always in the right way, clearly, in terms of the
 5 letterboxes, but just trying to keep a continuity of
 6 conversation.
 7 Q. Where you were asking them for assistance on design
 8 issues, did you realise that you were asking them even
 9 though their scope didn’t include design issues or
 10 design expertise?
 11 A. Generally I would only refer design issues to them if
 12 there was an impact on cost or programme. I appreciate
 13 the letterbox instance you’ve shown me I wouldn’t have
 14 referred to them in hindsight. But the other issues
 15 I would still have referred to them because there was
 16 something they needed to be aware of that actually got
 17 instructed.
 18 Q. But not as designer?
 19 A. Not as designer.
 20 Q. Thank you.
 21 Can I then turn to the question of clerk of works.
 22 Can we start with your February 2019 statement,
 23 {TMO00840364/7}, paragraph 34. You say:
 24 “TMO also engaged John Rowan and Partners as Clerk
 25 of Works to inspect the various works on site. This

195

1 included inspection of workmanship and quality to ensure
 2 works were carried out as designed and to challenge
 3 Rydon when necessary if there were shortcomings. They
 4 also had a role to report on health and safety issues.
 5 This was an additional tier of inspection to ensure
 6 works were completed to a good standard to ensure the
 7 landlord’s future maintenance risk was limited.”
 8 Was the appointment of John Rowan as clerk of works
 9 a direct appointment to the TMO?
 10 A. Yes.
 11 Q. The TMO wasn’t obliged to appoint a clerk of works, was
 12 it?
 13 A. No.
 14 Q. There was no regulatory requirement or contractual
 15 obligation.
 16 A. No.
 17 Q. You describe John Rowan here as an additional tier of
 18 inspection. Do you see that?
 19 A. Yes.
 20 Q. Additional to what?
 21 A. Additional to that carried out by Rydon themselves and
 22 their specialist contractors’ inspections.
 23 Q. Was appointing a clerk of works a way of boosting TMO’s
 24 presence as client on the site?
 25 A. As client ... yes. Yes, I would say so.

196

1 Q. Was there any particular reason why you felt that
 2 an additional client presence on the site was required,
 3 or rather a client presence?
 4 A. Yeah, they reported to initially myself, but then we
 5 expanded it to include Artelia when they were reporting
 6 issues that needed to be escalated. It was because the
 7 consultants, for example Max Fordham, were not going to
 8 be there every day and a lot of work was happening
 9 continuously, and it gave us that extra pair of eyes to
 10 see that the work was being carried out properly.
 11 Q. An extra pair of eyes on all aspects of the
 12 refurbishment?
 13 A. Not on the design. The clerk of works had no
 14 involvement with the design or the regulations. They
 15 were looking at workmanship, health and safety, and also
 16 progress.
 17 Q. On all aspects of the refurbishment?
 18 A. On those aspects of the refurbishment: workmanship,
 19 health and safety and progress.
 20 Q. Forgive me, on all aspects -- okay, you don't like the
 21 word "aspects" -- on all elements of the refurbishment,
 22 so boxing club, nursery, social housing?
 23 A. On all the various areas, yes. There were two clerk of
 24 works, you appreciate, an M&E-biased clerk of works and
 25 a general building clerk of works.

197

1 Q. Right.
 2 Now, Peter Maddison has made a witness statement to
 3 this Inquiry, I think it's his second statement, which
 4 sets out his understanding of the clerk of works role
 5 here. Can we look at that. It's {TMO00847337/8}.
 6 At paragraph 37 he says:
 7 "While the Client under a Design and Build contract
 8 is not required to appoint Clerks of Works, the TMO took
 9 the decision for added assurance to employ two Clerk of
 10 Works, John Rowan & Partners and Silcock Dawson, to
 11 report independently on the compliance of the
 12 construction work as it proceeded."
 13 Do you broadly agree with that?
 14 A. If it was the design compliance, not the -- compliance
 15 to specification, not the compliance to regulations.
 16 Q. Well, he hasn't drawn that distinction.
 17 A. No.
 18 Q. But I think you would qualify it, would you?
 19 A. I would, that they wouldn't be reporting on compliance
 20 with regulations, purely on compliance with design.
 21 Q. I see, okay.
 22 What about checking whether others were ensuring
 23 that the building complied with regulation?
 24 A. They would pose questions. They were experienced chaps
 25 who would pose questions if they saw anything that was

198

1 different from what they'd expect or different from what
 2 they'd seen built previously by the same contractor. So
 3 they would pick up elements that didn't look right in
 4 their experience, or didn't look like other areas that
 5 had been worked on.
 6 Q. I see. So, just to be crystal clear, your understanding
 7 of the clerk of works role was that they would check for
 8 compliance with the design?
 9 A. Yes.
 10 Q. What about checking for compliance with the materials,
 11 by which I mean making sure that the materials specified
 12 in the NBS specification or any changes were those put
 13 on to the building?
 14 A. They were looking at workmanship, health and safety, and
 15 progress. So they may ask the questions, but they
 16 wouldn't particularly, it was only in their experience
 17 if they spotted something that was conspicuously wrong
 18 or unlikely that they would ask, otherwise they wouldn't
 19 know enough about the materials, potentially.
 20 Q. So would you expect the clerk of works to pick up the
 21 fact that a different form of insulation had been put on
 22 the building from the insulation specified in the
 23 NBS specification?
 24 A. I would expect them to pick up a difference, say if it
 25 went from blue to white, and ask the question: why was

199

1 it blue, now why is it white, is it a different product?
 2 But I wouldn't expect them to do any more than just ask
 3 the questions of the specialists -- yeah, the specialist
 4 contractors within Rydons who were doing anything,
 5 whether it was the M&E or the cladding.
 6 Q. When you said, when qualifying Peter Maddison's evidence
 7 about compliance of the construction work, "Its
 8 compliance with the design", did you expect the clerk of
 9 works to have the design in front of them, such as the
 10 drawings and the NBS specification, so that they could
 11 check what was physically going on to the building
 12 against the design and the NBS specification? Is that
 13 what you expected them to do?
 14 A. No, clerk of works will never be encumbered by all that
 15 sort of paperwork. They will have access to it via the
 16 contractor's office, but I wouldn't expect them to have
 17 the whole bundle of paperwork. It would not be viable.
 18 They are looking at what they're looking at using their
 19 experience and, if they need to, then go and talk to the
 20 contractor: what is that, why is it there, why is it
 21 different? But, no, I wouldn't expect them to be
 22 carrying around the paperwork but I would expect them to
 23 have access to it.
 24 Q. If their role was to check compliance with the design,
 25 if they didn't have the design in their hands or in

200

1 their heads or on a tablet or somewhere, how could they
 2 check what was going on to the building against it?
 3 A. They would be able to go into the contractor's office to
 4 see the information there.
 5 Q. But they would only do that if they thought there was
 6 some question that needed to be asked.
 7 A. Yes, I think that, to be honest, on this contract, the
 8 two of them worked a little bit differently, but the M&E
 9 chap was probably a little bit more hands-on in terms of
 10 his M&E stuff, but the general building side chap had
 11 a lot of different areas to cover, so he would have had
 12 to go into the office to pick it all up. So slightly
 13 different sort of working arrangements for both
 14 depending on their role, really.
 15 Q. Let's see how we go with this.
 16 Can we go to the oral evidence of Gurpal Virdee,
 17 please, which is {Day43/18}. He was a witness for
 18 John Rowan and Partners. At line 7, he says there:
 19 "If I was a full-time clerk of works on
 20 a traditional contract, the risk is more with the client
 21 and the architect in terms of compliance and the extent
 22 by -- the architect, by extension, employs a clerk of
 23 works to be his eyes and ears, and traditionally he
 24 would be full-time on site, so he had maximum exposure
 25 to a site. He'll understand what's going on in

201

1 meetings, subcontractor meetings, if anyone is turning
 2 up to the site, any issues which perhaps someone would
 3 want to keep to themselves, your ear would be to the
 4 wall, so you'll know."
 5 If we skip down to page 19, if we can, please, at
 6 line 21 {Day43/19:21} Ms Grogan asks:
 7 "Question: Is that different for a clerk of works
 8 who is only on site one day a week?
 9 "Answer: Yeah, I understand what you mean now.
 10 Yes, they would still be their eyes and ears, but the
 11 difference is in the amount of information they'll be
 12 able to glean on that one day compared to being there
 13 five days a week."
 14 Do you see?
 15 Now, just showing you that, did you understand that
 16 there was a difference between a clerk of works
 17 appointed in what one might call a traditional contract
 18 as opposed to the more limited role Mr Virdee is
 19 describing in his evidence?
 20 A. Yes.
 21 Q. You do?
 22 A. Yes.
 23 Q. In this particular case, the clerk of works were not to
 24 be contracted to be on the site full-time, were they?
 25 A. No.

202

1 Q. In their evidence, both Mr Gurpal Virdee and
 2 Mr Jon White describe their role that was engaged to be
 3 a site inspection type of role. Would you agree with
 4 that?
 5 A. Yes, I think there is a fine line between what the two
 6 do, and I know Jon White had probably worked on
 7 traditional contracts before where he had a full-time
 8 presence. So, yes, I understand.
 9 Q. The former, a traditional clerk of works role, acts as
 10 a representative of the architect responsible for the
 11 build, whereas a site inspector is looking at what's
 12 going on on site at specific times that he is there. Is
 13 that a fair distinction that you would understand?
 14 A. It is, yeah.
 15 Q. Yes.
 16 Now, given their evidence, is it right that you
 17 didn't employ those clerks of works in a full-blown
 18 traditional clerk of works sense but in the site
 19 inspector sense?
 20 A. Their appointment said clerk of works, and they did the
 21 clerk of works role, they did end up attending meetings,
 22 they were heavily involved in the progress of the
 23 scheme, talking to our employer's agent. So I think
 24 there's a line between the two. I don't know whether
 25 their perception is clerk of works is more skilled and

203

1 more permanent on site, but they did inspections,
 2 attended site meetings and produced reports which guided
 3 the progress meetings.
 4 Q. Were you clear in your mind at the time that JRP,
 5 John Rowan and Partners, would be performing more of
 6 a site inspector role than a traditional clerk of works
 7 role?
 8 A. They were performing, I would say, a clerk of works role
 9 on a design and build contract.
 10 Q. Let's go to {JRP00000011}, please. This is the
 11 invitation to tender which the TMO prepared for this
 12 role. It's entitled "Invitation to tender, Site
 13 Monitoring and Supervision Services, Improvements and
 14 Enhancements and(sic) to Grenfell Tower."
 15 So the title doesn't say clerk of works; it's site
 16 monitoring and supervision services.
 17 Did you compose this document?
 18 A. I believe Jenny put together this document.
 19 Q. Did you have any involvement in its composition?
 20 A. I would have seen it, but I didn't lead on it.
 21 Q. Can we go to page 4 {JRP00000011/4}. At the bottom of
 22 the page there is a list of duties that the TMO set out
 23 for the tenderers to undertake. It is called the clerk
 24 of works, and the duties are set out:
 25 "The duties of the Clerk of Works shall comprise,

204

1 but not be limited to ..."

2 And do you see there are some bullet points?

3 A. Yes.

4 Q. The second bullet point is:

5 "Have access to the drawings and specification, and

6 be familiar with the same; using them as a reference

7 when inspecting the work."

8 What did the TMO particularly want the clerk of

9 works to do in fulfilling that obligation?

10 A. In terms of the whole number of bullet points, or just

11 having access to the drawings?

12 Q. No, the one I just read to you, the second one.

13 A. Having access to the drawings/specification, and be

14 familiar with the same; they were given access to the

15 drawings and specification online, but I believe that

16 both of them would have found it more useful to use the

17 contractor's copies on site because they were hard

18 copies, and so they would look at them and they would

19 check them. I'm aware that both of them said, "Oh,

20 you know, we went back and we looked at this and,

21 you know, checked what it meant". So I'm aware they

22 both did that.

23 Q. Looking generally at this list of obligations, was the

24 TMO expecting the clerk of works to check the legal

25 compliance of the works themselves when it says "using

205

1 [the drawings and specification] as a reference when

2 inspecting the work" and "Making visual inspections"?

3 Do you see that?

4 A. I can see "Making visual inspections". What was your

5 other comment, sorry?

6 Q. Perhaps I can take it more shortly. If you look at the

7 third bullet point from the end --

8 A. Okay.

9 Q. -- one of the duties was:

10 "Being familiar with legal requirements and checking

11 that the work complies with them."

12 Did you expect the clerk of works who won this

13 tender not only to be checking the construction against

14 the design, but also against the legal requirements?

15 A. I would expect them to be familiar with many of the

16 Building Regulations, but not all, and if they were

17 aware that they would then -- if they saw something that

18 went against what they knew, to not comply, that they

19 would pick that up, which they both did.

20 Q. You see, the duties of the clerk of works set out in

21 this invitation to tender was, second bullet point,

22 access to drawings and specification, using as

23 a reference to inspect the work, and then fifth bullet

24 point down, "Making visual inspections", and then third

25 bullet point from the end:

206

1 "Being familiar with legal requirements and checking

2 that the work complies with them."

3 Do you see?

4 A. Yes.

5 Q. So my question is: why did you think that the role that

6 they had, or the winner of this tender had, was limited

7 to checking compliance of the construction with the

8 design as opposed to checking the construction with

9 legal requirements?

10 A. I think that bullet point is a little bit open, because

11 if -- does legal requirements mean Building Regulations?

12 I think that the expectation was that they would both

13 use the skills they have in terms of familiarity with

14 the regulations and checking that what they saw met

15 those regulations, if they were aware of them. There

16 were areas that possibly would have been new to them,

17 there were areas that were perhaps physically

18 inaccessible, so they wouldn't have been able to check

19 those areas.

20 Q. Can we go further up the page. If you look there in the

21 first half of the page, there is a table, and in the

22 first row it has "Mobilisation period". Do you see, if

23 you read across, it says:

24 "Both clerk of works will be needed for 2-3 days

25 total to attend pre-start meetings and to familiarise

207

1 themselves with the specifications and planning

2 requirements."

3 Then in the second row it says:

4 "Construction period (62 weeks).

5 "The current programme indicates that these role[s]

6 will not be needed until August 2014; to be advised."

7 Then on the right-hand side it says:

8 "It is anticipated that the building clerk of works

9 will be require[d] 1 days a week (this could be 7 hours

10 split over say 2 days as appropriate) throughout this

11 period and the mechanical clerk of works for 1 day a

12 week (this could be 7 hours split over say 2 days as

13 appropriate) to increase as necessary during any period

14 where there is significant work underway in

15 commissioning the new systems."

16 Now, it's right from this, isn't it, that the clerk

17 of works, or rather the person whoever won this tender,

18 was never intended to be on site for extensive periods?

19 A. That's right.

20 Q. They were just going to check in periodically, weren't

21 they?

22 A. Yes.

23 Q. Did you consider that by only having clerk of works

24 on site one day a week, there would be a limit in what

25 they could reasonably inspect and monitor?

208

1 A. When we put this together, we thought that would be
 2 adequate, but what actually happened was that they did
 3 more days depending on the activities on site.
 4 For example, when the boilers were commissioned and when
 5 the individual flat heating systems were put in, the M&E
 6 chap was around for two or even three days, and the
 7 building clerk of works, again, we talked to Rydon about
 8 what there was for him to see and we actually tailored
 9 their workloads around the activities on site. So they
 10 actually -- both of them, at the hiatus(sic) of the
 11 project, were on site for more than one day a week.
 12 Q. Just looking at the ITT for a moment, did you appreciate
 13 when this went out that there would be an element of
 14 chance as to what the clerks of works would get to see
 15 on their one or two days a week as opposed to --
 16 A. Yes, yes, clearly they can only see what's available to
 17 them, but Rydon had their own site supervisors so, as
 18 I said, this was an extra tier. So Rydon had their own
 19 site supervisors, their specialist designers had site
 20 supervisors, so this was, as I say, another layer to
 21 give the TMO some reassurance that there weren't going
 22 to be any problems in the future with any of the areas
 23 of the build.
 24 Q. Yes, but Rydon were not client-side.
 25 A. No.

209

1 Q. The idea here was that the clerk of works would be.
 2 A. Yes, and as I say, the Rydon side had its own
 3 supervisors, their own internal supervisors, their site
 4 managers, and then their specialist works supervisors as
 5 well. So these were client-side doing a similar job and
 6 just making sure that all was well.
 7 Q. But only one day a week?
 8 A. I said that that increased as the activity on site
 9 increased, so --
 10 Q. But as you anticipated it, only one day a week?
 11 A. Initially we thought one day a week, but it clearly
 12 wasn't enough as the scheme progressed.
 13 Q. As the scheme progressed, obviously people realised more
 14 was needed, but that was left to chance, wasn't it, and
 15 grew and evolved ad hoc?
 16 A. It did evolve in a pattern when we established when they
 17 were needed.
 18 Q. Can we look at John Rowan and Partners' bid document,
 19 that's {JRP00000295/25}, please. This is the bid
 20 document dated April 2014, and you can see there is the
 21 form of tender, and if you look in the table at line 2,
 22 you can see that there is a cost of provision of a clerk
 23 of works with mechanical experience, 70 days, £33,530 on
 24 the day rate of £479. Then under the second box, the
 25 cost of provision of a clerk of works with general

210

1 building experience, same again, 70 days, day rate of
 2 £479, total £33,530, with a total of £67,060, so split
 3 exactly 50/50.
 4 Was it envisaged that the general clerk of works
 5 would pick up all aspects of the work that were outside
 6 the M&E specialisation?
 7 A. Yes.
 8 Q. Right.
 9 We know that JRP, John Rowan and Partners, were
 10 appointed. Can we go to {TMO10006200}. This is
 11 a letter appointing John Rowan and Partners as clerk of
 12 works dated 12 June 2014. It's sent to Gurpal Virdee,
 13 and they are told that it's successful. You can see
 14 from the bottom of the page that it's sent by
 15 Jenny Jackson, the procurement manager. Do you see
 16 that?
 17 A. Yes.
 18 Q. Did you have any part in writing that document?
 19 A. No.
 20 Q. Did you see it before it went, do you think?
 21 A. I think she would have copied me in, yes.
 22 Q. I see. It is in fact exhibited to your February 2019
 23 statement and you give some evidence about it, so I'm
 24 assuming that you are familiar with it. Would that be
 25 fair?

211

1 A. Not particularly with the letter, but I was part of the
 2 tender, yes.
 3 Q. In the fourth paragraph it says:
 4 "We apologise for the fact that this evaluation has
 5 taken such a long time. With both submissions achieving
 6 exactly the same score in respect of quality, and almost
 7 identical in terms of cost, it was not an easy
 8 decision."
 9 If you go to page 2 {TMO10006200/2} you can see that
 10 there is some feedback on the bid, and under the
 11 "Comment":
 12 "Good explanation of how they chose the clerk of
 13 works - refer to adding Score value. Explain alliance
 14 with Silcock Dawson. Jon White obviously knows KCTMO as
 15 he works on the electrical re-wire programme. It is
 16 slightly disappointing that there is limited detail of
 17 his experience of cladding works referred to (which has
 18 its own challenges). There is reference to working on
 19 Not West Tower (but limited details) and cladding work
 20 for Harringay(sic). There is reference to external
 21 repairs to a block of flats for a private housing
 22 association (£80k) - due to the value this is probably
 23 not comparable. His experience is mainly kitchen and
 24 bathroom and electrical works."
 25 Do you see that?

212

1 A. Yes.
 2 Q. Before I go on to my question, at point 3:
 3 "The case studies provided show a wide range of
 4 skills but no specific reference to cladding (there is
 5 reference to 'external refurbishment' works."
 6 Just showing you both of those elements of feedback,
 7 did the TMO try to get a clerk of works who had
 8 experience of overcladding projects?
 9 A. It was in the original invitation to tender that that's
 10 what the project entailed.
 11 Q. Yes.
 12 A. And we did ask specifically for people to expand on any
 13 experience they had with it so that we would know that
 14 they had done that work before.
 15 Q. But given the comments we see here, it looks as if, on
 16 the assessment, these clerks of works who did win the
 17 tender fell rather short in respect of their experience
 18 of cladding projects.
 19 A. In section 2 it says obviously about the NatWest Tower
 20 and cladding work for Haringey --
 21 Q. Yes.
 22 A. -- but, as you say, it didn't give much detail.
 23 Q. Did the other bidder have even less experience with
 24 cladding than John Rowan?
 25 A. I can't remember, I'm afraid.

213

1 Q. Because we see that they were almost identical. My
 2 question is: when it came to cladding, did TMO think
 3 about the other bidder and their experience in relation
 4 to cladding particularly?
 5 A. Yeah, no, apologies, I don't remember enough about the
 6 other bidder. I remember who it was, but I don't
 7 remember the feedback which would have helped me.
 8 MR MILLETT: Thank you.
 9 Mr Chairman, it's now 4.30, and I have come to the
 10 end of that subtopic, but I am still on the topic of
 11 clerk of works. I certainly can't finish that off now
 12 tonight.
 13 SIR MARTIN MOORE-BICK: It would be better to stop now,
 14 wouldn't it?
 15 MR MILLETT: It would. Thank you.
 16 SIR MARTIN MOORE-BICK: Yes, but you're going to have
 17 further questions?
 18 MR MILLETT: I will have further questions for tomorrow
 19 morning. I don't think I will take the entire morning
 20 with Ms Williams. It's possible, but it's unlikely.
 21 But allowing for the 30 minutes we need for sweep-up
 22 questions, and perhaps other things that may emerge
 23 during the course of later today and tomorrow morning,
 24 it is wise, I think, to allow the full morning for her,
 25 and people should be guided accordingly if that's

214

1 possible.
 2 SIR MARTIN MOORE-BICK: All right. Thank you very much.
 3 Well, Ms Williams, we will stop there for the day.
 4 As you've heard, I'm afraid we're going to have to ask
 5 you to come back again tomorrow morning for some more
 6 questions. I think it would be wise to assume that you
 7 won't leave before lunchtime. We will try and do better
 8 than that, but we can't be very sure.
 9 THE WITNESS: Thank you.
 10 SIR MARTIN MOORE-BICK: Please remember not to talk about
 11 your evidence or anything relating to it while you're
 12 away, and if you would like to go with the usher,
 13 that'll be fine. Thank you very much.
 14 THE WITNESS: Thank you.
 15 (Pause)
 16 SIR MARTIN MOORE-BICK: Thank you very much, 10 o'clock
 17 tomorrow, then, please.
 18 MR MILLETT: Thank you, Mr Chairman.
 19 (4.35 pm)
 20 (The hearing adjourned until 10 am
 21 on Tuesday, 20 October 2020)
 22
 23
 24
 25

215

1 INDEX
 2 PAGE
 3 MS CLAIRE WILLIAMS (continued)8
 4
 5 Questions from COUNSEL TO THE INQUIRY8
 6 (continued)
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

216

	63:8 64:11 72:18	179:11 180:1	115:20	121:18,23 130:14	42:4,4 53:8,14 70:17	165:25 168:15,24
A	73:15 74:25 94:18	afternoon (4) 1:11 33:4	aluminium (12) 19:2	136:14 147:21 157:6	136:14 147:22	178:1 183:11
abilities (2) 122:12	113:1 121:13,18,23	147:15 188:19	20:10,12 33:16 41:7	174:9 178:10 181:4	185:21,25 190:10	186:3,5,10,18,23
123:13	134:22 136:12 139:9	afterwards (1) 113:7	42:14,17,20 43:9	185:1,11,13,15,25	areas (21) 16:25	191:4 192:9 193:18,24
able (10) 33:6 36:12	146:12 164:6 176:13	again (43) 6:11 10:6	46:10 48:14 134:12	198:25 200:4 215:11	23:16,21 27:1 70:17	194:21 197:5
65:12 119:10 145:5	179:15 180:18 184:23	17:7 21:13 22:11	always (10) 21:19	anyway (3) 110:1	72:12 99:2 102:24	artelias (5) 16:2,7,12
165:15 168:17 201:3	194:17 195:16	28:25 29:7 30:12	22:2,12,24 43:12	112:21 167:9	111:19,21 112:10	17:11 188:6
202:12 207:18	209:2,8,10	34:19 38:21 39:5	131:15 142:2 161:25	anywhere (1) 78:7	155:21 157:21 184:9	asbestos (2) 133:12
above (7) 17:17 23:24	ad (2) 59:1 210:15	67:15 69:9 71:9 79:18	186:23 195:4	apart (6) 12:11 18:10	197:23 199:4 201:11	147:12
86:2,22 127:2 142:22	adam (1) 2:14	84:16,18 91:3 92:4,7	ambition (1) 41:22	123:25 149:22 159:5	207:16,17,19 209:22	asbuilt (1) 93:23
143:4	adamant (1) 178:8	109:21 110:18,24	amenable (1) 4:5	160:15	arise (2) 6:18 170:10	ashton (4) 63:12
abseiling (1) 188:11	add (2) 5:23 11:8	121:23 124:2 131:25	amended (3) 43:4 59:12	apollo (2) 148:5,9	arisen (1) 194:1	64:16,24 65:8
absence (1) 193:7	added (7) 110:21	137:1,5 146:3 163:10	120:16	apologies (4) 64:25	arose (1) 188:8	aside (3) 72:2 155:9
absolute (2) 6:12	134:5,6,19 135:21	164:11 177:5,12,13	amendment (2) 27:10	65:14 83:23 214:5	around (11) 24:19 38:15	172:11
115:13	139:17 198:9	178:3 179:18,19,23	42:25	apologise (1) 212:4	41:3 143:23 152:2	ask (46) 8:3,15 10:3
absolutely (2) 3:18	adding (1) 212:13	181:3 195:3 209:7	amendments (2) 5:20	apologised (1) 191:13	160:18 174:10,11	21:13 29:1 31:22
88:12	additional (9) 59:2	211:1 215:5	153:9	apparent (1) 89:14	200:22 209:6,9	38:19 45:18 56:22
absorbed (1) 90:13	187:19 194:7,14	against (10) 15:24 17:7	american (1) 50:9	appearance (1) 21:1	arrange (2) 128:14,20	60:24 63:8 64:7 67:15
accept (8) 18:13 31:23	196:5,17,20,21 197:2	103:15 105:5,13	among (1) 6:14	appeared (2) 98:15	arrangement (1) 132:13	73:4 74:7 88:1 94:9
75:21,23 76:16 155:15	address (3) 85:21 93:5	200:12 201:2	amount (7)	191:14	arrangements (1)	98:14 110:23 113:1
193:22 194:21	97:8	206:13,14,18	47:5,6,14,15,17 48:2	appears (3) 6:22 17:16	201:13	117:13 125:1,6 130:22
acceptable (1) 41:12	addressed (1) 85:17	agenda (1) 33:12	202:11	127:2	arrival (1) 69:7	136:24 137:11,21
acceptance (2) 102:1	addressee (1) 97:7	agent (7) 79:10 80:9	analysis (5) 17:19 74:15	application (5) 31:13	arrived (3) 58:5,7 63:14	143:10 150:11,15
106:21	addressees (1) 38:12	136:16 147:4 185:17	85:1 92:11 132:20	34:5,6,7 103:5	arrow (1) 183:21	151:7 165:21
accepted (2) 132:18	addressing (1) 191:15	193:19 203:23	andor (1) 14:4	applied (1) 132:20	arrows (2) 183:20,22	177:1,5,7,13 178:2
153:20	adequate (3) 7:3 65:2	agitated (1) 82:13	andrew (5) 2:13	appoint (12) 78:21	art0000219712 (1) 16:1	188:4 192:16,19
access (12) 31:20	209:2	ago (10) 30:25 46:19,20	192:9,11,25 195:2	79:5,22 82:7 84:4,8,20	art00002256 (2) 45:21	199:15,18,25 200:2
119:12 123:2 188:9,23	adhered (1) 147:5	67:3 74:7 147:14	andisc (1) 204:14	87:2 121:7,11 196:11	76:2	213:12 215:4
200:15,23	adjacent (3) 156:20,21	172:22 174:21	another (15) 22:1 55:13	198:8	art000022562 (1) 46:3	asked (71) 1:17 3:15
205:5,11,13,14 206:22	157:4	180:10,11	97:10 98:25 133:23	appointed (13) 58:18	art000022564 (1) 76:5	6:7 12:4,11,15 15:4,16
accessibility (1) 119:9	adjoined (1) 215:20	agree (14) 7:21 11:11	134:1,7,15,19 157:22	63:3 82:11,14,18	art00002495 (1) 78:14	19:17 33:23 58:13
accompanying (1)	adjournment (1) 118:7	19:22 32:12 35:3 53:5	164:19 165:7,7 191:2	85:13 118:17 119:1	art000024953 (1) 78:19	60:15,23 61:3,3 64:9,9
102:18	adjust (1) 5:8	84:25 163:18 171:17	209:20	121:19 122:1 126:4	art000026142 (1) 79:3	66:2 74:7 86:25 90:9
according (1) 96:12	adjusted (2) 16:12	172:7 182:9 194:15	answer (44) 18:19	202:17 211:10	art00003067 (1) 79:20	94:18,19 107:5,20
accordingly (2) 144:19	17:17	198:13 203:3	30:19 40:5 66:16	appointing (7) 80:2	art00003150 (1) 83:3	108:3,3,8 109:19
214:25	adjustments (1) 7:5	agreed (3) 68:15 105:18	83:24 107:19 110:5	81:16,24 83:7,12	art00003197 (1) 183:9	114:18 115:21 127:23
account (3) 15:6,18	administrator (2) 65:15	182:12	115:6 117:7 121:22	196:23 211:11	art0000518734 (1)	128:21 134:19 135:23
75:20	145:13	ahead (1) 78:10	123:16 124:10 136:21	appointment (6) 62:7	52:22	137:12,18,21 138:17
accounts (1) 60:2	adopt (3) 41:23 43:19	air (2) 129:22,25	143:15,19	80:24 82:20 196:8,9	art00005977 (1) 50:5	139:24 143:7 153:11
accurate (6) 46:14,19	44:17	albeit (1) 41:8	144:6,9,15,22 146:4,5	203:20	art00006577 (1) 191:3	155:19 156:9 159:21
51:9,14,18 153:22	advance (1) 162:15	alert (2) 93:25 94:3	147:1 171:8,10,17,21	appointments (1) 61:11	art00006634 (1) 193:3	169:10 170:1,9,22,25
achieve (1) 40:13	advanced (1) 27:19	alerted (1) 82:24	172:1,7,9,14	appreciate (9) 13:24	art00006682 (1) 192:4	171:13 173:12 174:19
achieved (2) 46:8	adverse (2) 74:13 92:9	alliance (1) 212:13	173:15,24 174:2,7	31:25 40:2 69:23	art000066821 (1)	177:2
140:24	advice (9) 13:2 14:24	allow (3) 71:3 183:2	179:16	160:15 195:1,12	192:20	179:4,12,14,17,19,22,23,24
achieving (1) 212:5	28:11,15 71:13 84:15	214:24	180:9,11,15,17,18	197:24 209:12	art000066822 (1) 192:8	180:2,4,5,7,10,12,13
acknowledged (1)	134:20 155:21 189:21	allowed (2) 43:22,24	187:1,21 188:2 202:9	approaching (1) 128:13	art00006704 (1) 188:14	187:2 201:6
128:16	advise (3) 28:13 128:23	allowing (1) 214:21	answered (1) 143:21	appropriate (16) 36:15	art000067041 (1)	asking (30) 28:2 60:20
acm (26)	133:15	ally (1) 48:20	answering (2) 39:2	37:1 61:22 81:6 96:8	189:17	63:7,9 79:25 95:11
19:2,7,12,16,24 20:3	advised (4) 56:15	almost (2) 212:6 214:1	146:12	99:15 122:21,22	art000067042 (1) 189:8	107:19 108:20 111:12
24:11,17 33:17,18	155:24 163:3 208:6	alone (1) 177:20	answers (4) 6:8 87:17	131:15 134:18 169:11	art000067043 (1)	112:17 113:19
34:10,15,20,25	advisers (2) 31:6 170:22	along (3) 102:25 160:20	116:3,6	182:20 194:6,6	188:17	116:2,19 117:5 133:8
35:15,16 41:7	aesthetic (1) 32:10	162:9	anticipate (1) 141:5	208:10,13	art000067044 (1)	134:25 135:2,4,8
42:14,16,25 45:19	aesthetics (7) 32:4	aloud (2) 168:21 169:20	anticipated (2) 208:8	approval (6) 19:19 36:4	188:19	136:10,15 138:21
48:13,49,13,14 133:18	34:24 35:5,12,13,14	already (13) 10:24 19:3	210:10	43:2,5 105:1 184:13	art000067045 (1) 189:2	146:2 159:3 177:12
138:14	40:4	26:25 35:10 44:6 73:9	anybody (18) 13:2	approvals (2) 103:5	art0000852752 (1)	178:5 187:9 189:25
acoustic (1) 82:19	affected (1) 99:6	75:1 76:2 86:15 107:8	14:19 21:5,17 44:14	183:6	173:3	195:7,8
across (7) 17:22 72:11	affordability (1) 38:7	164:1,1 180:13	57:25 71:6,17 72:7,15	approved (5) 24:4	art00008620 (1) 181:23	asks (4) 137:8 186:19
101:1 145:8 168:21	afraid (11) 1:10 40:24	also (34) 4:11,15 7:2	73:20,25 74:3 81:15	160:22 164:22 186:8,9	art00008794 (1) 132:24	187:16 202:6
170:16 207:23	90:7 97:5 117:4 119:2	12:8 15:11	105:9 123:12,25	approving (1) 182:13	art000087941 (1)	aspect (1) 24:25
action (18) 77:12	189:20 192:7,25	19:10,10,14 35:9	170:12	april (22) 45:20 75:25	140:19	aspects (8) 55:1 73:21
78:23,25 80:1 82:7	213:25 215:4	46:20 60:5,5 74:22	anybods (1) 168:19	76:18 81:19 83:11	art000087942 (2) 133:3	197:11,17,18,20,21
97:12 98:15 99:2	after (40) 3:11,21 10:10	84:14,18 89:10,13,18	anymore (2) 93:15	87:10,12 88:21	147:9	211:5
100:2,8,15,19 102:18	12:20 19:22 27:9	102:12 121:7 124:8	169:5	89:3,23 91:11 92:25	artelia (57) 16:23 17:22	assessment (7) 35:3
105:5,12,16 107:6,20	29:3,23 37:15 58:7	127:13 131:24 136:19	anyone (8) 55:22	96:12 98:2 106:6	18:16 33:2 46:17 50:8	98:22 99:23 100:3
actions (8) 98:10	60:8 63:13 78:22,24	140:6 147:5 162:14	117:24 127:23 174:4	110:7,18 113:14	61:9,10 70:23	114:14 155:4 213:16
101:2,15 103:4,11,14	81:11 85:4 97:2	194:4,11,25 195:24	175:9 181:4 190:20	115:15 121:6 162:5	71:5,13,25 72:19,20	assessments (2) 98:12
104:15 189:23	103:16 109:7 112:14	196:4 197:15 206:14	202:1	210:20	73:4,16 77:9 78:15	99:10
actively (2) 112:25	115:23 124:15	alternative (8) 19:12,17	anything (36) 7:17 8:19	architect (7) 20:4 22:7	79:10,14 80:9,13 81:4	assessor (1) 112:4
172:20	125:23,24 130:16	48:21 23:5 54:7,10	9:1 15:12 23:8 26:17	25:6 33:20 201:21,22	82:4,9 133:1 145:9	assist (2) 57:9 192:25
activities (2) 209:3,9	134:20 149:11,13	130:8 179:9	28:21 29:6,12 35:17	203:10	147:5 153:17	assistance (1) 195:7
activity (1) 210:8	153:8 156:4	alternatives (2) 54:13	44:21 51:10 53:8	architectural (6) 5:4	158:1,8,9,10,17	assistant (1) 83:16
acts (2) 91:8 203:9	158:4,7,22,24 159:17	75:11	55:23 62:8 95:21	183:20 184:1,5,8,10	159:20 161:6 162:10	assisting (2) 194:22,23
actually (29) 11:3,14	169:6 176:18,19	although (2) 98:8	117:2,25 120:2	area (13) 29:7,16 30:12	163:5 164:9,13,20	associated (1) 53:25
39:12 48:12 54:14						

association (1) 212:22	123:1 125:17 126:6	158:7,24 160:22	203:5,24	bound (1) 176:1	c (3) 63:20,23 97:8	cavity (3) 29:10 104:25
assume (6) 11:15 46:13	145:16 151:11 152:20	161:23 162:24	beyond (3) 3:17 32:9	boundaries (1) 37:10	cabins (1) 157:1	136:2
57:8 74:24 129:8	167:17 170:24 172:24	164:21,23 165:8,21	122:4	box (6) 77:12 100:24	cage (1) 192:17	cdm (1) 189:12
215:6	178:4,6 195:16	172:17 176:17,21	bid (4) 16:17 210:18,19	134:15,16 192:12	call (11) 22:17 87:19	cdmc (7) 71:1,1 82:5
assumed (11) 58:2 63:5	205:19,21 206:17	177:11 178:9 179:24	212:10	210:24	99:7 135:11 156:24	147:5 189:11 190:2,5
82:19 87:3 90:1,3	207:15	180:1 184:18 191:1	bidder (4) 19:23 213:23	boxing (2) 185:12	157:12	central (2) 59:21 60:3
92:16 95:22 96:7	away (7) 12:9,23 22:23	203:7 211:20 213:2,14	214:3,6	197:22	191:12,17,19,23	certain (2) 72:12 184:9
143:20 150:20	45:14 109:17 130:6	215:7	bidders (5) 16:5,22	braces (2) 178:3,5	202:17	certificate (3) 22:17
assuming (3) 14:18	215:12	beforehand (1) 122:19	69:20 70:13 71:15	break (7) 55:16,19 56:6	called (7) 41:20 52:8	24:10,17
105:4 211:24		began (1) 49:20	bids (2) 15:25 17:12	117:15 148:2 181:2,11	66:11 125:12 144:23	cetera (4) 26:13 35:8
assumption (7) 24:1	B	begin (1) 181:23	big (7) 27:25 44:10	brief (2) 149:5 192:2	157:15 204:23	104:13 140:7
57:13,19 63:7 87:5		beginning (3) 15:4,16	139:15 140:24 160:1	briefing (3) 128:20	camberwell (1) 125:12	chain (7) 37:21 40:17
100:12 182:3		162:17	183:22 184:10	130:5 143:1	came (23) 6:7 12:22	63:12 94:6 140:19
assurance (9) 153:12	b (1) 24:4	behalf (2) 33:9 81:11	bigger (1) 9:12	briefly (1) 53:22	13:11,13 29:24 60:3	188:15 192:4
154:21 156:14 170:14	b1 (1) 91:10	being (41) 3:11	bimonthly (1) 131:24	brigade (6) 31:7	132:21 137:3 139:8	chaired (2) 153:16
171:15 172:21 177:17	b4 (3) 24:4 74:10 92:6	19:16,24 20:3 21:20	bin (1) 15:15	131:10,13,19,20,23	143:7 148:13 150:3	178:14
178:15 198:9	back (48) 4:11 8:3 9:25	22:2 23:9 26:21,22	binned (6) 9:21	bring (7) 14:22 33:9	153:6,20 179:21	chairman (14) 1:9 2:3
assurances (4)	15:22 29:25 30:17	45:17 46:23 51:12	10:18,22,23 15:14,18	36:2,12 37:2 68:1	182:19,24 185:12	5:1 6:13 7:24 55:12
153:20,22 172:14	38:23 39:1 45:16	56:15 59:16 69:2 85:8	binning (1) 11:16	190:12	188:7 214:2	56:21 113:11 117:12
173:7	55:21 60:19 67:10	96:2,13 97:23 102:23	bit (27) 4:3 19:21 21:12	broadly (1) 198:13	camps (1) 190:24	118:13 180:24 181:18
assure (1) 172:12	76:9 79:7 81:18 83:11	114:13 142:23 147:20	27:6 31:1 40:22 50:2	brought (4) 26:17 54:8	candid (2) 15:6,17	214:9 215:18
assured (2) 153:17	87:8 91:14 94:5 102:4	148:13 157:2 164:15	54:12 58:14,16 59:6	66:19 112:19	cannot (7) 127:14	chairmans (1) 13:1
162:1	113:12 114:16 117:2	166:5,7 169:10	61:23 107:14	bruce (6) 22:7 24:15	142:24 161:9	chalcots (2) 41:20 45:1
attach (2) 88:25 189:15	126:21 138:15 140:20	170:1,22 173:8 175:2	108:14,15 128:4	37:25 40:21 63:19	162:3,11,13 163:4	challenge (1) 196:2
attached (9) 5:25	145:15 147:8 153:23	186:19 190:6,13	130:5,10 138:1 160:20	87:4	cant (19) 35:17 69:24	challenges (1) 212:18
88:7,9,11,24 94:14,16	161:2 165:6 166:4,15	191:13 197:10 202:12	165:15 176:6 180:20	brushed (1) 41:7	82:12 90:6 91:15	chance (5) 24:6 46:2
189:3,7	168:11 179:14 184:21	206:10 207:1	184:4 201:8,9 207:10	bs (1) 29:6	119:4 120:7 122:4	89:24 209:14 210:14
attaches (2) 88:14	185:2,10,12,13,16	belief (1) 145:12	bits (7) 69:15 106:12	budget (6) 44:10 53:18	123:10 135:12 137:19	change (15) 29:23
94:14	186:1 205:20 215:5	believe (46) 11:1 20:2,7	107:8 108:11,12,13,14	55:5 132:7,10,15	139:22 143:15	33:15 51:11,19
attaching (1) 96:1	backwards (3) 4:8 127:5	22:7,20,21 23:15	black (2) 87:23 88:1	build (10) 17:18 54:15	158:12,18 160:12	89:13,14 91:17
attachment (1) 97:13	144:2	26:24 39:20 40:14	blair (2) 64:21 65:7	181:20 184:14,21	213:25 214:11 215:8	183:19,20 184:2,5,10
attempt (1) 176:12	bad (1) 137:6	41:19 43:5,22,24 61:7	blake (3) 33:3,7 48:11	185:5 198:7 203:11	capable (1) 30:10	186:1,11,12
attend (6) 33:6,8	balance (3) 67:4,19	71:21,23 72:21 82:17	blank (1) 101:5	204:9 209:23	capital (4) 135:11,13	changed (11) 88:4
102:13 127:21 128:22	68:5	86:14 103:15 105:13	blind (1) 117:5	building (74) 5:10 23:24	136:13 140:6	94:12,21,23 95:21,22
207:25	bands (1) 45:13	107:15,22 111:2	block (6) 114:16 127:25	24:3 31:5,7,13 32:4	care (1) 178:7	135:20 177:25 178:1,2
attendance (3) 127:16	barrier (1) 104:25	112:22 114:1 116:24	128:19 129:21 134:8	35:7 40:16 41:6,8 66:3	careful (1) 149:5	185:15
162:9,13	barriers (1) 29:10	119:13 121:11 125:19	212:21	74:13 75:12,21 85:2	carefully (1) 101:16	changes (15) 7:11 46:7
attended (4) 126:22	based (5) 18:18 36:1	127:15 136:25 137:13	blocks (2) 128:17 129:7	89:19 91:6,8,9 92:9	caretakers (3) 156:25	47:11 54:8 74:12
127:17,25 204:2	51:24 57:14 145:12	143:5 145:11	blue (6) 87:24 88:6	93:6,7,9,15 101:12,19	159:22 160:16	89:7,10 91:16 92:8
attendee (1) 51:6	bashing (1) 45:14	146:3,5,19 147:7	103:4,11 199:25 200:1	102:1,24 103:1,2,3,5	carl (8) 97:6,9	181:22 184:8,22 185:9
attendees (2) 45:23	basic (2) 168:11 184:4	148:11 155:19 158:3	blythe (2) 160:11 175:4	104:1,2,11 105:1	98:13,15,21 99:3,23	186:6 199:12
83:14	basis (7) 21:4,17 62:7	175:5 204:18 205:15	board (7) 17:22 78:22	106:18,21 119:24,25	102:12	changing (2) 46:8,9
attending (3) 127:9	64:25 86:17 93:4	believed (5) 94:3 96:4	80:23 81:6 90:3 194:4	120:13 122:14 123:2	carls (1) 102:9	chap (3) 201:9,10 209:6
142:25 203:21	143:16	147:6 150:24 161:25	195:3	124:13,17,20 125:12	carried (3) 196:2,21	chaps (2) 133:4 198:24
attention (2) 66:19	bathroom (4) 129:14,14	below (6) 33:12 41:6	body (1) 93:6	128:13 129:16 132:9	197:10	characteristics (1) 23:1
112:19	130:7 212:24	87:17 110:17 142:13	boiler (1) 29:19	135:7 140:7 152:1	carry (5) 8:8 56:8	charge (1) 74:5
audience (5)	bathrooms (2)	191:7	boilers (1) 209:4	154:24 155:10	102:13 181:14 185:22	charged (2) 86:5,8
178:4,6,10,13,15	129:19,25	belt (1) 178:5	book (2) 13:12 14:22	156:20,21,23 157:21	carrying (2) 41:13	chase (2) 114:12 164:7
augment (1) 190:8	battens (4) 101:14	belts (1) 178:3	books (2) 9:10 150:18	170:12 174:12 197:25	200:22	chased (4) 114:9,14
august (3) 66:12 159:8	104:24 105:17 106:1	benchmark (1) 135:6	boosting (1) 196:23	198:23 199:13,22	cases (1) 55:4	115:15 146:16
208:6	battle (1) 45:3	bend (1) 4:8	booth (15) 132:25	200:11 201:2,10	cash (1) 191:4	chaseup (1) 107:22
author (1) 167:16	bba (2) 24:10,17	benefit (1) 129:23	133:4 140:18 141:8,16	206:16 207:11 208:8	cassette (20) 38:3	chasing (7) 79:25 107:9
authorised (1) 182:2	bear (7) 18:12 26:23	berki (1) 2:15	153:16 162:8	209:7 211:1	39:21 40:11	109:5,14,20 112:6
authorities (1) 170:2	36:3 37:3 80:22 109:2	beryl (1) 5:9	174:13,16 175:22	buildings (3) 126:7,13	41:8,13,24 42:7,9	113:20
authority (3) 103:2	178:1	best (10) 4:21 22:5	177:21 178:14 181:24	157:4	43:20,25 44:1,13,18	cheaper (4) 43:24
120:17 122:21	bearing (3) 12:6 38:7	46:14 47:2,21 50:11	183:10,18	buildup (1) 147:16	45:9 46:11 48:20,23	44:2,5 47:7
autumn (1) 82:3	110:6	55:8 87:17 134:21	booths (2) 142:15 173:1	built (2) 121:14 199:2	49:13,14 50:20	check (15) 1:19 25:2,5
availability (1) 158:7	beautiful (1) 39:13	191:21	borough (1) 31:13	builts (2) 88:9 94:17	cassettefixed (1) 133:18	58:9 59:25,25 136:20
available (11) 22:22	became (4) 29:22	better (9) 21:21,25	boss (1) 170:14	bullet (9) 33:13	cassettes (8) 38:18	199:7 200:11,24 201:2
24:18 26:5 42:18	125:17 150:16 170:3	54:19 109:11 122:13	both (23) 2:21,23	205:2,4,10	39:4,8,17,23 40:7,15	205:19,24 207:18
47:15,17 52:20 121:12	become (3) 74:16	160:15 177:2 214:13	43:7,22 55:4 75:4,6	206:7,21,23,25 207:10	45:11	208:20
157:24 170:5 209:16	105:12 169:12	215:7	103:18 133:1 164:5	bundle (1) 200:17	cast (1) 72:10	checked (2) 18:17
average (3) 16:9,15,20	beefed (1) 155:22	between (36) 15:2	179:6 193:11 201:13	burn (4) 153:19 154:22	casting (1) 100:25	205:21
avoid (1) 152:17	before (62) 1:6 4:2 8:15	17:21,23 20:10,24	203:1 205:16,19,22	155:15 177:19	catastrophically (1)	checking (11) 72:5
awaiting (1) 105:1	9:2 12:20 19:8,9,11	21:15 49:4 55:1 63:12	206:19 207:12,24	burning (4) 154:24	170:19	136:9 151:1 198:22
aware (46) 1:21 35:7	22:15,16 25:4 26:22	76:15 87:10 89:2,22	209:10 212:5 213:6	155:10,15 170:12	catch (1) 191:12	199:10 206:10,13
41:16 48:1 52:11	27:20,21 38:6 41:19	103:22 111:10	bother (1) 44:16	burrows (2) 189:11	categorically (1) 193:23	207:1,7,8,14
57:3,7,11,16 58:25	44:24 45:25 53:23	113:13,14 115:15	bottom (18) 4:9 16:11	190:2	categories (1) 116:4	chimney (1) 152:25
60:6 66:1,5,7,15,15,16	58:19 80:23 95:6 96:4	127:16 130:2,18	20:21 25:9 33:1 34:13	business (1) 53:15	category (1) 194:18	choice (1) 38:16
70:10 72:17 74:16	97:19 100:7 103:16	131:18 132:25 136:23	67:24 100:1 104:6,8	busy (2) 109:10 170:24	caught (1) 130:11	choices (1) 150:23
78:6 82:25 88:8 90:3	104:10 108:4 109:20	147:16,19 148:12,20	106:13 173:4 183:21	buy (1) 41:10	cause (2) 6:14 35:8	choose (4) 15:1 40:3,15
94:15 95:3 98:21	122:8 125:6 130:16,22	149:2 151:4 152:16,24	184:19 188:16 192:10		causes (2) 128:18 129:2	41:17
111:19 112:25 114:25	138:17 144:5	171:11 202:16	204:21 211:14	C		choosing (3) 25:15
	149:11,13,15 150:1					

133:19,21	88:12 116:5,21 125:10	151:18	concentrating (1)	154:11	contacted (1) 78:4	copied (16) 33:2 40:20	201:11
chose (1) 212:12	132:2,16 139:2	comfort (1) 164:5	154:11	154:11	contain (6) 2:16 27:16	62:18 64:21 85:8	covered (9) 6:4 9:23
chosen (1) 75:21	147:1,1 150:7 160:24	coming (3) 4:11 60:7	concern (2) 35:4 153:11	28:12,12,14,15	28:12,12,14,15	128:8 141:15 142:15	15:11 69:10 94:5
chronological (1) 59:17	161:16 165:12 169:14	126:21	concerned (4) 7:9 17:5	35:5 124:11	contained (3) 17:2 30:1	144:1,17,18 147:3	112:10 124:23
chronologically (1)	170:3 171:24 172:5	comment (21) 16:24	35:5 124:11	108:16	108:16	163:25 192:11 193:8	138:22,23
167:6	173:25 175:4 176:11	17:1,4 105:23,24	concerns (2) 131:12	content (2) 113:20	211:21	211:21	covering (3) 101:18
chweecheen (7)	177:17 179:7 186:6,23	106:1 119:11 165:11	152:21	114:10	copies (9) 2:1 22:9	164:21 166:22,24	104:17 106:16
50:6,12,14 51:8 52:21	187:4 189:4 194:20	166:3 182:5 183:2,2	conclusion (1) 57:19	contention (2)	167:25 169:19	205:17,18	covers (2) 111:19
53:4,7	199:6 204:4	184:13 189:14,25	concomitant (1) 5:20	165:14,17	copy (42) 1:22 22:21,23	59:20 85:17 88:2	153:24
circular (1) 39:8	cleared (3) 11:20 14:2	190:2,6,7 192:2 206:5	concrete (1) 113:2	contents (4) 1:25 3:13	59:20 85:17 88:2	94:10 97:10 98:25	covid19 (1) 5:5
circumspect (2) 124:16	15:11	212:11	condition (2) 134:7	52:24 90:20	94:10 97:10 98:25	108:18,23 109:1	crawford (2) 114:20,24
149:4	clearing (2) 13:20 15:13	commented (1) 182:8	135:10	context (2) 174:5	108:18,23 109:1	163:5,7,21,22,24	create (1) 153:18
circumstances (2)	clearly (22) 17:21 45:2	comments (1) 213:15	conducted (1) 98:22	193:25	163:5,7,21,22,24	164:8,10,12,17,25	created (1) 152:25
121:18,25	62:17,19 78:7 79:7	commissioned (1) 209:4	conducting (1) 71:19	continue (4) 1:4 5:17	165:4,19,23	166:2,6,7,10,13,20	critical (4) 4:10 54:12
cited (1) 172:4	81:3 83:8 92:17 94:24	commissioning (1)	confident (1) 162:8	6:16 181:3	167:3,11,12,16,17,17,20,21	168:2 169:5 189:11	115:2 174:21
clad (4) 75:12 101:13	96:6 97:24 101:20	208:15	confirm (3) 8:15 9:17	continued (4) 8:5,13	168:2 169:5 189:11	168:2 169:5 189:11	cropped (1) 28:23
104:12 126:7	117:1 128:17 147:3	commitment (3) 33:5	65:2	216:3,6	168:2 169:5 189:11	168:2 169:5 189:11	cropping (1) 187:25
cladding (116) 18:25	163:11 165:13 182:7	64:12 68:13	confirmation (1) 96:13	continues (2) 77:4	168:2 169:5 189:11	168:2 169:5 189:11	crossed (1) 169:2
19:3,15,23,25 20:24	195:4 209:16 210:11	common (1) 155:16	confirmed (5) 74:14	153:15	168:2 169:5 189:11	168:2 169:5 189:11	crowder (1) 128:13
21:6,16,19 23:25 29:9	clerk (48) 195:21,24	commonsense (1) 72:4	92:10 99:3 108:5	continuing (3) 3:7	168:2 169:5 189:11	168:2 169:5 189:11	crown (2) 188:9,23
32:1 35:8,10,22	196:8,11,23	communal (2) 23:16,20	141:8	86:17 100:4	168:2 169:5 189:11	168:2 169:5 189:11	crystal (4) 23:4 66:9
37:13,16 41:3,18	197:13,23,24,25	communicate (1) 194:2	confused (1) 179:25	continuity (1) 195:5	168:2 169:5 189:11	168:2 169:5 189:11	68:24 199:6
42:15 46:8	198:4,9 199:7,20	communicating (1)	confusing (1) 182:1	continuous (1) 21:6	168:2 169:5 189:11	168:2 169:5 189:11	cst00000094 (2)
47:12,19,23 48:6	200:8,14 201:19,22	195:1	connect (1) 129:9	continuously (1) 197:9	168:2 169:5 189:11	168:2 169:5 189:11	100:5,20
50:20,22 52:6	202:7,16,23	communications (4)	connected (1) 143:23	contract (33) 18:15	168:2 169:5 189:11	168:2 169:5 189:11	cst0000009410 (1)
74:24,25 75:2,6,20	203:9,18,20,21,25	14:19 15:2 103:22	connection (7) 130:2,17	36:4,19,20 37:6,12	168:2 169:5 189:11	168:2 169:5 189:11	101:7
76:16 89:11 90:25	204:6,8,15,23,25	125:2	136:23 147:16,18	42:2,4 48:9 53:9 54:15	168:2 169:5 189:11	168:2 169:5 189:11	cst00002141 (1) 96:17
98:10 101:13,18,19,24	205:8,24 206:12,20	comparable (1) 212:23	148:12 151:3	71:11 79:13 80:17	168:2 169:5 189:11	168:2 169:5 189:11	cst00002142 (1) 97:16
102:2 103:1 104:25	207:24 208:8,11,16,23	comparatively (1)	conscious (1) 15:12	119:25 120:13 122:3	168:2 169:5 189:11	168:2 169:5 189:11	culminate (1) 43:1
106:16,18,20,22	209:7 210:1,22,25	159:25	consent (1) 34:1	123:2 124:1,14,21	168:2 169:5 189:11	168:2 169:5 189:11	culminated (1) 71:14
112:5,13 115:3 116:10	211:4,11 212:12 213:7	compared (1) 202:12	consider (7) 73:23	140:24 147:4 158:22	168:2 169:5 189:11	168:2 169:5 189:11	curious (1) 82:14
126:12 130:3,18	214:11	compiled (4) 26:21,22	119:20 128:12 132:8	175:21 182:5 185:5	168:2 169:5 189:11	168:2 169:5 189:11	curiously (1) 179:11
133:5,6,7,12,17	clerks (4) 198:8 203:17	70:23 71:5	133:17 162:2 208:23	193:20 198:7 201:7,20	168:2 169:5 189:11	168:2 169:5 189:11	currency (2) 125:3
134:14,24 135:7,24	209:14 213:16	compiling (3) 27:15	148:12 151:3	202:17 204:9	168:2 169:5 189:11	168:2 169:5 189:11	158:4
136:2,4,6,23	client (17) 54:17 66:13	30:15 72:24	conscious (1) 15:12	contracted (1) 202:24	168:2 169:5 189:11	168:2 169:5 189:11	current (3) 34:4 165:22
137:9,10,17,24	70:21 80:17,19,19	complete (12) 70:21	consent (1) 34:1	contracting (1) 78:3	168:2 169:5 189:11	168:2 169:5 189:11	208:5
138:3,22,24 139:7	82:6 141:6 154:21	71:7 72:1,6 75:19	consider (7) 73:23	contractor (11) 31:6	168:2 169:5 189:11	168:2 169:5 189:11	currently (2) 5:7 33:10
140:25 141:3,3,16,19	187:9 193:11	76:17 81:7 92:3,16	119:20 128:12 132:8	54:17 101:17 104:16	168:2 169:5 189:11	168:2 169:5 189:11	cut (6) 18:3 44:11
147:9,12	196:24,25 197:2,3	102:10 108:15 138:7	133:17 162:2 208:23	106:15 112:4 148:11	168:2 169:5 189:11	168:2 169:5 189:11	106:23 108:4,15 141:9
150:10,20,23,24	198:7 201:20	102:10 108:15 138:7	144:10,10	184:21 186:4 199:2	168:2 169:5 189:11	168:2 169:5 189:11	
151:5,6,16,25 152:3	clientside (2) 209:24	completed (11) 30:4	190:3,7,23	200:20	168:2 169:5 189:11	168:2 169:5 189:11	
153:4,5 154:22	210:5	41:7 63:23	considering (3) 34:25	contractors (9) 18:10	168:2 169:5 189:11	168:2 169:5 189:11	
156:10,11,12 162:1	climbers (4) 153:3	76:8,13,22,24 101:3	84:22 123:14	45:20 75:24 81:19	168:2 169:5 189:11	168:2 169:5 189:11	
172:13 173:8	159:1,8,11	103:8 124:21 196:6	considers (1) 63:15	196:22 200:4,16 201:3	168:2 169:5 189:11	168:2 169:5 189:11	
174:6,10,10 177:18	cllr (1) 50:17	154:22 174:5	consistent (3) 50:10	205:17	168:2 169:5 189:11	168:2 169:5 189:11	
185:18 186:7 200:5	close (2) 116:20,24	completely (3) 153:19	114:10,10	contracts (2) 54:16	168:2 169:5 189:11	168:2 169:5 189:11	
212:17,19	closely (3) 5:17 88:18	154:22 174:5	compliance (17) 74:10	203:7	168:2 169:5 189:11	168:2 169:5 189:11	
213:4,18,20,24	134:23	completeness (1) 204:19	91:9 92:6	contractual (3) 70:24	168:2 169:5 189:11	168:2 169:5 189:11	
214:2,4	club (2) 185:12 197:22	198:11,14,14,15,19,20	199:17	185:1 196:14	168:2 169:5 189:11	168:2 169:5 189:11	
claire (26) 1:5 6:2 8:5	clunky (1) 135:4	199:8,10 200:7,8,24	constituted (1) 100:9	contribute (1) 190:22	168:2 169:5 189:11	168:2 169:5 189:11	
38:13 53:2 85:19	colleagues (1) 1:16	201:21 205:25 207:7	constrained (1) 55:10	contributed (1) 152:25	168:2 169:5 189:11	168:2 169:5 189:11	
87:16 97:10 103:8	colour (9) 21:22 22:8	201:21 205:25 207:7	construction (21) 23:23	control (7) 5:10 31:5,13	168:2 169:5 189:11	168:2 169:5 189:11	
104:20 120:2,6,19	25:15 32:10,12 42:3	201:21 205:25 207:7	31:4,9,11,14,24 32:8	102:1 103:2,5 106:21	168:2 169:5 189:11	168:2 169:5 189:11	
140:22 144:1,17,18	45:12,12 183:10	201:21 205:25 207:7	54:7 73:22 148:7,8,9	133:8,16 135:1,2,23	168:2 169:5 189:11	168:2 169:5 189:11	
162:9,22 187:5 188:20	coloured (1) 101:8	201:21 205:25 207:7	150:8 151:14 181:21	137:8 139:3	168:2 169:5 189:11	168:2 169:5 189:11	
189:19 190:9 191:12	colours (2) 42:18 45:11	201:21 205:25 207:7	198:12 200:7 206:13	couldnt (4) 75:19 76:17	168:2 169:5 189:11	168:2 169:5 189:11	
192:23 216:3	column (10) 16:6	201:21 205:25 207:7	207:7,8 208:4	144:19 155:15	168:2 169:5 189:11	168:2 169:5 189:11	
clarification (3)	100:24 102:19 103:7	201:21 205:25 207:7	consultancy (5) 63:18	couldve (1) 139:12	168:2 169:5 189:11	168:2 169:5 189:11	
141:6,18 143:13	104:19 133:23	201:21 205:25 207:7	84:25 86:1,7,21	councillor (6)	168:2 169:5 189:11	168:2 169:5 189:11	
clarity (1) 68:4	134:1,2,7,19	201:21 205:25 207:7	consultant (28) 80:3	51:4,11,23 52:1,5,18	168:2 169:5 189:11	168:2 169:5 189:11	
class (16) 21:20	columns (2) 50:20	201:21 205:25 207:7	81:24 82:7,15 83:7,13	counsel (4) 2:14 8:13	168:2 169:5 189:11	168:2 169:5 189:11	
22:3,13,18,24	101:5	201:21 205:25 207:7	84:4,9,20,23 85:13	9:25 216:5	168:2 169:5 189:11	168:2 169:5 189:11	
23:2,3,9,12,14,15,22	come (29) 8:3 13:6	201:21 205:25 207:7	87:2 118:15,16,21	couple (3) 63:13	168:2 169:5 189:11	168:2 169:5 189:11	
25:3,4 139:1 150:24	30:17 45:16 49:25	201:21 205:25 207:7	119:1,5,10,15	108:10,12	168:2 169:5 189:11	168:2 169:5 189:11	
classification (2) 22:19	55:4,12,21 62:20 76:9	201:21 205:25 207:7	120:10,12,25	course (16) 4:5,18 7:10	168:2 169:5 189:11	168:2 169:5 189:11	
23:23	81:13 100:6 102:3	201:21 205:25 207:7	121:2,7,8,19 122:1	8:1 28:24 30:17 33:5	168:2 169:5 189:11	168:2 169:5 189:11	
cleaned (1) 129:25	117:14 121:9 128:14	201:21 205:25 207:7	186:4	38:23 42:20 53:4	168:2 169:5 189:11	168:2 169:5 189:11	
cleaning (2) 190:18,21	130:22 142:10 144:15	201:21 205:25 207:7	consultants (12) 26:19	146:7,9 176:3 177:25	168:2 169:5 189:11	168:2 169:5 189:11	
clear (47) 2:24 17:1	151:5 153:23 155:15	201:21 205:25 207:7	29:1 59:1 71:10 78:21	178:17 214:23	168:2 169:5 189:11	168:2 169:5 189:11	
23:4 40:5 44:10 53:18	162:24 168:22 178:20	201:21 205:25 207:7	79:5,22 81:6,16	cousins (6) 148:5,17	168:2 169:5 189:11	168:2 169:5 189:11	
55:6 61:2 66:9,17	185:16 186:1 214:9	201:21 205:25 207:7	82:12,17 197:7	149:1,25 151:3,9	168:2 169:5 189:11	168:2 169:5 189:11	
68:2,3 75:2,11 79:14	215:5	201:21 205:25 207:7	contact (6) 65:12,22	cover (6) 2:8 74:25	168:2 169:5 189:11	168:2 169:5 189:11	
80:23 81:9 87:22	comes (3) 16:13 113:11	201:21 205:25 207:7	76:11 77:6,15 78:8	112:7 129:2 189:21	168:2 169:5 189:11	168:2 169:5 189:11	

87:10,11 88:21 98:3	43:21 44:23 51:24	15:12,13 109:11 169:2	difficulty (1) 170:19	210:18,20 211:18	165:2,9 166:8,14	118:23,24 121:20
128:13 152:7,8	52:2 73:16 75:13	despite (4) 80:1 82:4	dig (1) 23:19	documented (1) 11:3	169:1,5,8 170:5	122:2
156:4,9 157:5 158:25	84:3,8 198:9 212:8	116:18 149:25	digest (1) 3:13	documents (34) 2:25	171:12,17 172:7	ear (1) 202:3
159:21 160:9 161:2	decisions (3) 21:2 25:10	destroy (3) 11:15 13:18	dimensions (1) 192:18	12:5,16 14:4,12	173:21 174:20	earlier (14) 10:16
163:7,17 165:3,9,20	75:10	14:3	direct (2) 106:23 196:9	24:2,16 49:19 59:21	175:7,12 176:19,20	24:14,15 31:1 32:15
166:3 167:20 168:2,20	defining (1) 190:16	destroyed (8)	directed (1) 194:16	60:13 61:22	179:5 182:14 197:20	55:20 72:9 109:12
169:20 174:14,19	definitely (5) 160:13	12:16,19,25 13:10	directly (2) 102:14	69:11,12,13,19	203:24 214:5,6,19	110:25 138:13 150:22
175:3 176:4,8,24	161:6 164:17 173:15	14:12 15:7,8,14	143:21	70:12,21 71:5,7	door (1) 119:14	151:7 162:6 185:7
179:12 180:5,7	185:2	destroying (1) 11:21	director (1) 33:8	72:6,25 91:18 100:14	doors (1) 26:12	earls (1) 96:23
davids (3) 156:11	degree (1) 6:14	detail (14) 29:14,20	directories (3) 60:10,11	109:18 115:20	double (2) 134:12 151:1	early (23) 32:18 33:22
179:2,20	delay (1) 65:14	31:4,9,11,14,15,24	65:1	116:18,23,24 145:8	doubt (2) 105:6 179:6	36:5 38:14 41:9 66:1
dawson (2) 198:10	delayed (1) 30:8	32:6,8 92:2 125:6	directory (9) 58:13	168:9 170:23 188:5	down (22) 34:18 40:22	117:13 121:20 155:11
212:14	delaying (1) 152:17	212:16 213:22	59:23 61:6,22 92:1	193:21 194:20	45:22 54:17 78:20	156:8,17 158:20
day (26) 2:20 3:17,23	detailed (1) 140:23	detailed (5) 17:14,19	167:11 169:2,14,14	does (20) 25:22 26:15	79:4 81:25 82:1,1,18	159:6,10,14,16,25
8:1 50:10 97:4 133:3	deliver (1) 18:3	31:12 64:3 71:13	disabilities (2) 122:12	46:14 59:11 72:18	96:18 100:23 115:9,24	169:23,25 170:9,13
140:20 141:15 165:7,7	delivercc (1) 85:18	details (4) 108:8 112:5	123:14	86:20 89:2 91:12	116:3,25 117:4,6	175:18 181:24
187:14 189:18 192:21	delivered (3) 2:1 100:11	162:4 212:19	disability (1) 119:7	120:2 127:23 134:3	133:2 148:2 202:5	ears (2) 201:23 202:10
197:8 202:8,12	140:23	developed (1) 69:2	disabled (2) 17:18	135:3 141:3,3 144:25	206:24	easier (1) 41:1
208:11,24 209:11	delivery (1) 152:16	development (7) 152:15	119:12	157:6 167:24 184:1	dr (1) 5:11	easy (1) 212:7
210:7,10,11,24 211:1	demands (1) 170:2	157:6,13,14 158:13	disagree (1) 179:2	189:21 207:11	drabs (1) 183:5	economic (3) 39:10,20
215:3	demonstrate (1) 186:22	161:18 173:18	disappointing (2)	doesnt (10) 61:17 65:10	draft (4) 46:21 66:11	44:25
day234817 (1) 84:17	denies (1) 172:20	diagrams (2) 189:3,5	180:21 212:16	107:3 108:7,12 111:10	73:9 164:21	economies (1) 47:18
day23663 (1) 84:18	dense (1) 2:7	diaries (7) 2:5 3:14 4:5	disclosed (5) 2:19,25	113:17 144:22 177:15	draw (2) 20:9 130:17	effect (9) 5:20 34:23
day2380822 (1) 84:5	department (6)	8:22,23 9:18 56:11	6:11,24 109:18	204:15	drawer (1) 12:10	45:19 74:13 92:9
day241641 (1) 143:10	36:10,13 37:3 52:7	diary (1) 9:6	disclosure (6) 3:22	doing (19) 12:6 25:6	drawers (2) 12:11 14:8	127:6 152:25 156:12
day241654 (1) 144:7	103:3 160:22	dichotomy (2)	6:1,6 13:9 60:16 88:16	47:2 50:11 54:9 58:12	drawing (4) 93:11,13,16	194:15
day2416914 (1) 171:1	depending (4) 158:7	131:14,16	discover (3) 49:18,19	60:21,24 68:14 79:12	96:22	effecting (1) 41:4
day241706 (1) 171:13	179:20 201:14 209:3	didnt (94) 10:20,22	73:20	82:23 86:17 96:24	drawings (24) 27:24	effectively (3) 59:24
day241718 (1) 172:4	depends (1) 145:3	14:14,19 15:8,10,20	discovered (2) 49:3 62:1	109:22 135:17 182:4	31:12,18 33:22 34:7	60:4 136:7
day242925 (1) 34:23	depreciation (2) 136:13	17:1,14 24:9,18	discrimination (1) 119:7	190:18 200:4 210:5	43:4 88:4,8	effectiveness (1) 131:12
day261331621 (1)	140:6	25:1,11 28:21,25	discuss (2) 26:20 158:16	domestic (1) 102:25	94:12,16,25	efforts (1) 2:12
105:20	describe (4) 21:15	29:2,13 30:19 32:1	discussed (8) 27:4 50:19	done (27) 11:18 18:22	95:15,18,20 107:24	eight (1) 2:5
day26881113 (1)	127:3 196:17 203:2	43:1 44:3,14,19 45:9	103:16 131:10,25	19:11 26:25 30:5,8,21	182:1,7 183:19 200:10	either (16) 14:20 22:9
114:21	described (1) 183:22	47:22 49:16 54:11	154:19 155:3 173:16	49:3 50:8 67:8,19,22	205:5,11,15 206:1,22	28:11 54:6 61:2 68:16
day4318 (1) 201:17	describes (2) 128:8	62:7,14 63:4 66:6	discussing (2) 48:13	68:16 78:25 79:9 82:8	drawingsspecification	89:21 137:6,19,21
day431921 (1) 202:6	129:4	69:15 70:16 76:20	113:2	94:23 98:12 109:25	(1) 205:13	158:6,16 177:23
day501561 (1) 186:18	describing (1) 202:19	78:7 80:13 82:5	discussion (23)	113:4 116:25 134:8	drawn (1) 198:16	178:3,22 179:20
day50774 (1) 173:14	description (2) 85:24	83:14,24 85:15,15	21:4,8,17 34:9 38:5	136:14 137:16 144:14	drew (1) 151:3	electrical (2) 212:15,24
day5582 (1) 118:16	171:20	86:13 87:6 89:18	39:6 73:25 74:3	177:23 213:14	dribs (1) 183:5	electronic (5) 65:1
daybooks (2) 2:5 8:23	descriptions (1) 16:7	92:19,20,22 93:25,25	113:13 116:13	dont (158) 6:15 9:14,15	drift (1) 3:17	140:2,17 167:17
days (12) 40:19 121:20	design (80) 8:20	94:3,22 95:1,5,8,11,25	131:21,22 139:1	11:23 12:8,9,11,22	driver (1) 139:9	168:24
202:13 207:24	30:5,6,8,11,21 54:15	96:11 111:4 113:17	149:7,25 150:2 152:2	13:5,15 14:6,9,18,24	dropped (1) 83:8	electronically (4)
208:9,10,12	55:2 77:19,20 78:1	116:20 119:25 126:2	153:2 154:17 161:16	19:7,10 22:20,22	dubai (1) 126:14	161:22,23 162:15
209:3,6,15 210:23	89:7,7 90:15 91:19	129:22 131:4 145:13	173:22 176:2 191:18	23:8,13 24:12,13,21	ducts (1) 129:25	168:5
211:1	128:17 129:7 152:14	146:1 149:21 151:13	discussions (9) 21:6	31:23 33:20,24	due (7) 30:17 33:5	element (3) 17:8 37:13
db (1) 182:5	157:5,7,9,12,13,16,25	154:2,8,15,15,18	23:5 27:15 111:12	34:12,13,18,19,20,20	68:22 103:6 165:8,9	209:13
dda (17) 82:18	158:10,12,13 161:18	167:14 168:4 169:3	112:23 131:8 138:15	36:14 37:7 43:4 44:14	212:22	elements (4) 80:5
118:16,21,25	173:18,19 181:20,22	173:17,19 174:8 176:2	150:20 174:10	45:1,4 46:21,25 47:1	durability (2) 34:24	197:21 199:3 213:6
119:1,5,10,15,20	182:13 184:8,13,21,22	179:13,16,17 180:9	dismay (1) 6:14	51:5 52:1,1,18 55:22	35:5	eliminate (2) 30:7
120:10,12,14,25	185:3,5,14,20,23,25	187:8 194:21,23 195:9	disparity (1) 152:16	57:23 61:19 63:9	during (29) 2:9,20 7:25	160:12
121:2,8,19 122:1	186:7,12	199:3,4 200:25 203:17	display (1) 153:5	66:7,23 67:23	10:13 12:6 24:7 26:3	else (18) 14:20 23:8
de (2) 63:20 85:25	187:2,4,9,18,25 188:6	204:20 213:22	distinction (4) 20:9	68:18,21 70:6,8,9,15	27:13 28:19,24 71:14	44:14 53:8 58:12
deal (9) 1:7	189:20,21,25 191:13	die (1) 63:24	54:25 198:16 203:13	72:20 73:18 75:9	74:1 86:2,22 92:21	60:21 81:2,15 105:9
18:6,15,21,22 86:6	192:24 193:19,24	died (2) 129:13 146:23	ditto (1) 50:22	76:23,23	99:4 110:25 118:14	114:23 117:24 160:3
107:5 184:9 187:24	194:9,22,24	difference (14) 17:21,23	document (73)	77:9,10,11,23,23,24	124:13 125:3 131:6	167:15 174:23 175:8,9
dealing (2) 112:15	195:7,9,10,11	20:23,25 21:15	6:1,5,11,18 24:4	82:10 83:22 84:6	156:8 158:4 159:14	185:13 190:20
151:12	197:13,14 198:7,14,20	49:4,9,15,17,22 51:17	27:14,18,23 49:2	90:6,7,13 97:20,24	163:5 164:13 181:20	elsewhere (1) 11:3
deals (3) 52:22 91:9	199:8	199:24 202:11,16	59:14,20 60:8	98:7 105:4,8 108:17	208:13 214:23	email (105) 5:25
140:25	200:8,9,12,24,25	differences (1) 49:1	66:10,13,24 70:13	109:1 110:14 111:24	durkan (2) 16:8,14	32:18,19,23,25 33:2
dealt (4) 23:15,20 80:24	204:9 206:14 207:8	different (32) 18:24	75:6,25 88:3,17,23	113:22 114:25	durkans (2) 16:18 17:11	35:19,19 37:20,23,24
120:23	designed (5) 18:5,14,20	21:25 45:13 54:9	89:3,24 90:5,18 91:4	115:4,8,11,12,18	duties (5) 204:22,24,25	38:10,11 12,21,24
decant (1) 93:8	136:22 196:2	61:10 62:7 82:2 88:16	92:12 94:11,20	117:24 119:2 120:3,21	206:9,20	40:17,22 48:10,12
decanting (1) 59:2	designer (7) 29:22 30:2	98:8 104:2 124:22	95:11,14,23	123:16,16,17 124:2,24	dwelling (3) 99:4,5,7	50:6,12,15 52:22,24
december (7) 57:21,21	190:5,11 193:12	131:11 132:1 134:9	96:3,4,9,13 98:6	130:4,10,12,13 132:5	dwelling (1) 102:25	63:11 64:19 67:10,17
66:22,23 96:6 181:25	195:18,19	141:24,25 142:3,5	100:4,5,8,9,10,21	133:13,21 134:4 137:5	dynamic (1) 59:14	85:21 87:9,11,21,23
182:10	designers (5) 31:21 76:6	157:15,21,23 170:22	101:4,8 103:10 110:5	139:5 141:24		88:11,21 90:1 92:24
decide (1) 11:10	172:15 185:10 209:19	178:17 194:18	111:12 116:21	143:19,23 145:25	E	93:22 94:6 96:18
decided (3) 1:19 13:21	designing (1) 188:8	199:1,1,21 200:1,21	130:15,22 138:9	147:21 149:12		97:3,8,17 103:21
76:16	designspecification (1)	201:11,13 202:7	140:2,4 141:13 142:21	151:7,16 154:12		106:4 109:17,19
decider (2) 43:12,14	193:17	differently (5) 68:25	161:14 168:23	157:11	e (25) 26:15,20 27:15	110:7,8,17,18
decision (19) 13:18 14:3	desire (1) 41:22	70:11 72:24 142:6	169:6,11,18 170:4,8	159:2,5,6,24,25	28:12 33:3	111:9,10,11 113:12,20
15:13 18:24 19:19	desk (11) 9:14 11:20,23	201:8	183:11 191:2,5 192:3	160:8,9,10,11,24	57:8,9,12,15,17 58:3	114:11,18 115:18
20:8 41:25,25 42:1	12:9,20 13:21 14:2	difficult (1) 11:6	193:2 204:17,18	163:13,15 164:2,18	61:8,15 62:6,8	128:4 132:24 133:2,3
					63:3,4,9 70:2,9 88:18	

140:19 142:12,15	erected (2) 157:1,2	evident (1) 187:5	212:17,23	80:15,16 83:3 174:21	filling (1) 139:6	50:24 54:5,16 58:4
143:20,25 144:5,8,10	erecting (1) 153:3	evolve (2) 7:25 210:16	213:8,13,17,23 214:3	203:13 211:25	final (12) 5:23 16:2	59:9 61:20 66:19 68:8
147:8,19 151:24	erica (1) 2:15	evolved (1) 210:15	experienced (2) 35:6	fairly (5) 4:4 58:7 113:6	25:18 27:14,18,19	70:3 76:10,13 78:18
167:9,10,16,16	error (1) 8:20	exactly (9) 34:9 79:21	198:24	127:17 159:6	36:4 67:11 72:19	90:17 95:5,13 96:2,25
174:7,8	es (1) 64:4	96:7 110:8 139:2	expert (3) 5:4,9 120:14	fall (2) 35:8 116:4	73:16 75:18 182:4	99:9 100:20 101:20
176:18,21,22,24	escalate (1) 187:11	151:23 194:11 211:3	expertise (2) 30:12	falls (1) 194:18	finalise (2) 53:9 108:20	102:20 105:2 107:5,18
177:6,20 178:23	escalated (1) 197:6	212:6	195:10	familiar (18) 16:4 17:3	finalised (3) 20:5 37:12	108:8,10 109:5 111:11
179:20,24 180:2	escape (3) 91:10 123:15	examination (1) 3:5	explain (18) 13:16	25:22 28:8 41:21	76:17	113:12 114:9 125:17
181:24 182:19,21,25	130:8	examine (3) 3:3 7:3	26:16 37:4 52:14	44:24 48:17 65:17	finally (2) 5:23 193:2	134:23 143:10 144:25
188:15,17,25	essence (1) 95:9	191:1	60:16 74:19 82:12	70:4 92:7 120:22	finance (2) 60:3 65:15	149:17 152:8,19,20
189:7,9,15 191:6	essential (1) 7:1	examined (1) 3:21	84:11 92:15,19 94:21	136:8 205:6,14	financial (9) 40:1,14	154:1,7,10,13
192:9 193:3,8	essentially (2) 27:18	example (13) 11:3	95:25 112:8 113:10	206:10,15 207:1	47:20 58:24 59:7,9	155:18,25 157:12
emailed (2) 109:3	100:14	17:20 26:16 29:10,19	115:17 134:2 168:22	211:24	68:12 86:19 185:1	169:22,25 170:17
164:23	establish (1) 135:6	38:14 41:5 69:16	212:13	familiarise (1) 207:25	find (14) 6:9 11:6	173:2,2 176:2
emails (14) 50:8,8	established (2) 122:17	126:13 135:20 182:24	explained (1) 45:5	familiarising (1) 28:9	47:5,9 61:9 78:24	177:21,24 181:22
62:18 67:2 85:8	210:16	197:7 209:4	explanation (5) 96:11	familiarity (1) 207:13	115:5 143:15 165:15	182:3 188:7 207:21,22
108:24 112:10,21	establishment (1)	exchange (2) 87:9	134:25 151:22 183:18	fan (3) 129:17,18,21	169:13,16 170:3,22	fit (1) 152:19
113:17 142:23 143:23	128:14	132:25	212:12	fancy (1) 90:15	177:4	fitted (2) 153:4,7
191:14,16 192:4	estimate (2) 16:8 17:11	exercise (4) 42:22 54:23	explanations (1) 2:24	fans (2) 130:1,7	findings (6)	five (8) 2:5 12:7 55:14
emerge (1) 214:22	estimated (1) 16:12	71:12 123:19	explore (1) 59:6	far (13) 3:1 6:7 7:9	100:2,8,15,18	73:8 108:14 137:2
emma (1) 2:14	et (4) 26:13 35:8	exercises (1) 53:24	exploring (1) 134:1	12:14 18:10 60:15	102:8,17	149:8 202:13
emotions (2) 155:2,9	104:13 140:7	exhibit (1) 99:19	exposure (1) 201:24	88:8 90:2 94:15 95:3	fine (5) 56:18 91:23	fix (3) 41:9,13 48:21
emphasis (1) 45:10	etc (3) 20:25 128:19	exhibited (1) 211:22	expressed (1) 32:7	166:19 167:25 190:11	191:15 203:5 215:13	fixed (7) 42:16 50:20,22
employ (2) 198:9	189:24	exist (2) 66:6 178:9	expression (4) 35:10	fast (2) 37:9,11	fingertips (1) 52:17	101:13,19 106:18
203:17	evacuate (2) 99:7	existed (3) 161:6	51:7,8,9	fatal (1) 151:4	finish (9) 20:5,11,14	174:12
employed (1) 81:10	122:14	168:25 178:8	extend (1) 189:21	feature (2) 35:15	21:7,22 25:15 33:21	fixing (11) 21:7
employers (9) 28:18	evaluation (1) 212:4	existence (2) 66:9	extension (1) 201:22	190:24	55:14 214:11	39:9,20,21 40:3 42:3
69:2 79:10 80:9	even (10) 10:23 29:3	166:23	extensive (2) 128:15	february (16) 20:18	finished (2) 124:17	43:25 46:9,10 102:2
136:16 147:4 185:16	44:9 69:18 89:20	existing (9) 41:5	208:18	30:24 31:2 42:11	148:23	106:22
193:19 203:23	107:2 122:23 195:8	66:3,11 119:24	extent (3) 7:4 138:8	56:25 85:23 98:17	finishes (2) 23:16,20	fixings (11) 32:1,11
employment (1) 147:23	209:6 213:23	120:1,18 123:3 131:2	201:21	126:21 154:2,4 163:14	finishmaterial (1) 41:10	39:7,8 45:2 101:23,25
employs (1) 201:22	event (4) 4:12 122:13	157:4	exterior (5) 23:23	175:7,14,18 195:22	fire (125) 10:10 22:19	106:19,20 112:13
emptied (1) 12:20	130:18 163:10	exists (1) 134:4	130:3,4,19 147:16	211:22	23:7 24:25 31:6,7	116:10
encumbered (1) 200:14	events (1) 121:24	exit (1) 119:12	external (23) 17:20	fee (9) 63:2,2,18	57:10,12 60:9 66:11	flag (6) 133:23,25 134:1
end (25) 24:13 25:21	eventually (4) 105:12	exo00000575 (1) 64:19	31:19 73:22 74:10,14	64:12,25 67:4	69:21,22 70:1	135:23 137:23 139:24
45:8 55:12 86:19 89:3	116:7 118:17 119:15	exo00001106 (1) 69:25	75:2,15 77:1 92:6,10	86:14,19 87:3	74:10,14 75:17	flagged (2) 136:10
98:2,4 117:14	ever (36) 9:1,5 14:11,17	exo000011069 (1) 74:6	101:12,13 104:11	feedback (4) 116:16	76:8,14,18,22,25	137:4
148:21,25	18:2 22:25 23:2,3,7	exo00001205 (1) 85:16	130:14 134:13 136:1	212:10 213:6 214:7	77:1,24 78:22 79:6,23	flame (20) 23:15,17,22
159:19,21,23	24:2,6 28:18 37:8	exotic (2) 34:19,20	138:12 147:22 149:22	feel (2) 177:1 190:7	80:3,25 81:16,24	133:10,12,24 136:15
160:17,18,19 174:25	44:12,16 49:18 54:1	exova (53) 56:23,24	150:7 151:14 212:20	feeling (1) 41:2	82:7,15,23 83:7,12	137:3,11,12,14,21
175:11,12 176:7	58:9 66:13 74:16	57:4,11,14,24,25	213:5	feelings (1) 38:15	84:4,9,20,23,25 85:13	138:18 139:8,19 141:5
203:21 206:7,25	84:7,19,22,25 114:22	58:9,16 60:20,24	extra (3) 197:9,11	fees (6) 59:1,3 62:4,22	87:2 88:3,7,8,11	147:13,20 148:13
214:10	122:11 131:7	61:13,24 62:4,24	209:18	63:21 68:8	91:7,20 92:6,10	151:18
ends (1) 145:14	132:6,8,19,20	63:10,12,15	extracted (2) 129:19,22	feewise (1) 64:13	93:3,19	flat (6) 42:14,16 130:8
engaged (4) 57:9 58:10	172:12,20 174:4	64:4,7,9,17,20,21,22	extraction (1) 129:21	feilding (1) 50:17	94:8,11,14,16,19,22	134:9 139:11 209:5
195:24 203:2	187:17,24	65:18,22 66:2 67:8,21	extractor (2) 129:17	feildingmellen (4) 51:4	97:10,14,18	flats (14) 69:16
engineering (11) 42:21	every (9) 29:16 54:1,23	68:5 70:1,13,15 73:22	130:1	52:1,5,18	98:2,12,22,25	93:10,24 94:2
45:18 50:4 53:21,24	58:24 59:24 60:5	74:11,16	extracts (1) 143:9	feildingmellens (1)	99:4,5,7,10,22 100:3	118:20,25 119:8,17
54:1,3,6 55:1,6,10	112:1 135:20 197:8	76:8,13,21,24 77:15	eye (2) 72:10 101:1	51:23	101:24 102:13 106:20	120:13,16 121:14
enhancements (1)	everybody (5) 9:3,4	80:23 84:14 85:5 88:7	eyes (4) 197:9,11	fell (2) 121:9 213:17	112:4,12,14,15 114:14	135:21 182:23 212:21
204:14	22:21 39:2 167:15	92:20 94:23 96:12	201:23 202:10	felt (5) 30:10 155:10	116:9 118:15 121:7	floor (9) 96:22
enlighten (1) 58:21	everyone (2) 1:3 190:22	97:10,14 98:1,25		164:5 186:25 197:1	122:19 125:3,11,18	97:11,21,22,23 99:1
enough (13) 17:4 72:13	everything (7) 11:2	exovas (2) 62:22 69:21	F	few (7) 40:19 80:2	126:17,23 128:15,18	102:24 168:21 170:16
77:23,24 92:1 108:11	13:21 14:1 29:5 70:25	expand (1) 213:12		106:12 107:8	129:2,3 130:14	floors (6) 84:16,23 85:1
149:21 150:7 151:13	72:22 80:13	expanded (1) 197:5	faade (2) 17:20 33:15	108:12,13 141:14	131:10,13,19,19,23	119:18 152:1,4
160:24 199:19 210:12	evidence (56) 1:5,15	expect (19) 29:5 31:22	fabrication (1) 180:23	ffra (2) 97:11 99:1	132:11 133:20	flowchart (2) 183:10,23
214:5	3:4,10,23	70:23 71:4 79:10,13	face (13) 17:13 18:1,17	fifteen (1) 127:16	136:11,23 137:15	flue (1) 152:25
enquiries (1) 145:4	4:3,6,13,22,22 5:9,11	95:18 107:13 140:9	32:1 39:20 41:9,13	fifth (1) 206:23	141:18 143:1 146:22	flush (1) 153:6
enquiry (2) 145:2,3	6:2,16 7:22 8:17 11:25	199:1,20,24	42:16 46:10 48:21	figment (1) 168:19	147:17,19 148:12	focused (2) 67:10 122:8
ensure (9) 12:16 31:7	14:19 15:5,16,23 23:4	200:2,8,16,21,22	50:22 101:12 104:11	figure (12) 16:16	151:4 152:3,23,25	focusing (2) 34:24 68:7
71:7 81:5 147:4 190:3	34:22 45:16 49:24	206:12,15	facefixed (21) 38:4	18:5,14,16,20	153:21 155:4	follow (14) 2:21 10:1
196:1,5,6	55:22 66:10 84:3,14	expectation (1) 207:12	39:6,10 41:17,19,23	46:23,24 47:3 48:17	156:13,15 161:25	13:1 51:22 75:17
ensured (1) 169:2	98:11 105:15,18	expected (10) 16:23	42:7,9 43:9,19,23	60:2 67:11 135:15	169:7,22 173:6,7,7	78:2,24 116:20 124:15
ensuring (2) 30:6	111:15 114:18 117:25	17:3 48:5 49:8 67:8,21	44:1,13,18,23	figures (7) 16:24	174:9 177:7	125:23 136:3 137:20
198:22	118:14 127:6 141:8	81:10 119:10 143:24	45:8,9,11 48:14	17:2,4,24 18:9 64:3	fire retardancy (1)	179:15 183:20
entailed (2) 28:9 213:10	143:8 154:5 159:12	200:13	49:12,13	140:8	156:10	followed (1) 105:16
entire (1) 214:19	169:4 172:25	expecting (3) 95:15	facetoface (1) 103:23	file (5) 24:13 30:15	fires (3) 126:5,6,12	following (9) 34:23
entirely (2) 36:15,16	173:1,12,14 176:12	116:15 205:24	facilitate (3) 36:19 37:5	95:17 103:5 167:4	firm (1) 19:19	111:3 141:4 145:16,20
entitled (1) 204:12	179:8 181:4 200:6	expensive (5) 34:12	124:1	168:2	first (75) 1:21 2:23 5:19	146:20 152:22 153:24
entry (1) 191:8	201:16 202:19	39:21,23 40:3,12	factor (1) 35:15	files (1) 161:9	11:7 14:16 15:25	164:14
envelope (4) 31:19	203:1,16 211:23	experience (13) 25:3	fail (1) 175:23	filled (3) 102:19	18:19 22:13 25:22	follows (2) 3:9 167:2
134:14 136:1 138:12	215:11	199:4,16 200:19	failed (1) 179:15	103:7,13	32:24 33:1,13 35:18	foot (2) 10:24 14:5
envisaged (1) 211:4	evidencing (1) 170:8	210:23 211:1	fair (11) 3:13,19		38:3,21,24 49:18	footprint (1) 94:3
			19:7,10 46:22			

force (1) 29:24	6:17 19:24 23:19 50:2	153:11 154:5 158:21	131:7,9 132:7,20	having (27) 1:15 17:19	hindsight (4) 81:2 147:3	49:19 51:9 55:6 57:16
fordham (6) 182:3	67:25 74:24 76:19	171:15 172:14	141:16 149:20 150:13	27:10 42:19 45:7 49:2	169:1 195:14	58:20 66:5,23 70:9
185:10 191:16	81:22 184:22 207:20	182:18,21 209:21	151:6,15,17 161:25	52:5,17 71:15 82:5	history (1) 90:19	71:17 72:17 78:6
193:4,18 197:7	214:17,18	211:23 213:22	172:13 182:1 193:7	94:5,18,18 110:2	hoc (2) 59:1 210:15	80:12 81:4 83:21 88:8
forgive (3) 17:16 170:20	future (9) 60:6 73:23	given (61) 3:13 4:4 12:2	204:14	111:7 142:24 149:25	hold (3) 6:16 7:21	90:7 91:3 93:12,13
197:20	74:15 92:11,23 94:25	13:25 24:12,25 25:3	grew (1) 210:15	152:22 170:19 171:22	137:17	94:15 95:16,17 96:17
forgot (2) 146:17 155:6	96:14 196:7 209:22	58:6 62:1,14,21,23	grips (1) 70:19	172:20 179:23,24	holding (1) 9:19	97:5,6 103:12
forgotten (2) 172:23		72:15 76:14 85:12	grogan (1) 202:6	193:22 205:11,13	holistic (1) 190:23	108:9,20 109:5,14
177:24	G	86:15 87:1 89:22	grounds (1) 42:21	208:23	home (2) 14:22,23	112:1 113:19 114:8,25
form (16) 27:14,19,19	gadd (1) 2:14	95:11,12 96:1 98:11	group (5) 122:18 123:3	hazard (4) 101:2,9	honest (1) 201:7	116:15 117:4,5,12
28:3 41:8 91:22	gap (4) 152:24 171:11	100:24 107:9	131:21,22,25	102:22 104:9	honestly (1) 139:22	119:2 120:3,4,12
117:8,9,9,10 121:17	175:6,13	108:11,18 109:1,13,21	guarantee (1) 137:19	hazy (1) 176:6	honeyscomb (1) 19:25	124:22 127:5 137:1
161:20,24 162:17	gaps (3) 31:22 79:12	112:13 115:13,22	guidance (1) 24:7	head (3) 52:7 110:2	hope (6) 4:2 8:19 87:22	138:11 139:2,22,25
199:21 210:21	80:10	132:7 146:3,6,19,24	guided (2) 204:2 214:25	155:13	horses (3) 64:11,15 190:25	145:16 151:15,16
formal (4) 11:4,9,25	garnock (1) 126:10	151:21 153:9 162:4	guralp (3) 201:16 203:1	header (2) 110:21 191:6	hopefully (1) 41:9	155:9 160:14,24
183:1	gave (11) 22:21 49:24	163:5	211:12	headers (1) 16:7	hoping (1) 2:20	167:17 169:14,16
formalise (1) 182:15	72:18 84:2 116:7	164:10,12,16,17,25	H	heading (3) 92:5 114:5	horizontal (1) 104:25	170:19 172:22,23
formalised (1) 183:6	163:25 166:20	165:19,23 166:7,13		147:9	horse (2) 64:16 65:7	173:19 174:20
formally (1) 13:22	167:20,22 183:18	167:9 168:20 170:13		headings (5) 26:7,10	horses (3) 64:11,15 65:4	176:1,11 179:7,7,25
format (1) 168:15	197:9	172:20 177:18	hadnt (26) 19:18 20:5,5	29:4,15 69:9	hours (4) 4:1 170:13	183:13 185:6 187:1
former (2) 1:15 203:9	gearing (1) 18:11	178:13,15 180:8	57:24 75:10 76:16	heads (1) 201:1	208:9,12	188:24 189:20 192:7
fortunately (1) 33:7	general (9) 12:15 45:13	203:16 205:14 213:15	80:2 82:14 89:7 90:2,4	health (10) 24:13 30:15	house (29) 1:23	205:19,21 211:23
forum (1) 147:7	62:21 99:13 125:7	gives (2) 96:22 159:15	91:2 92:16 94:21,23	95:17 99:11 127:22	125:3,12,18 126:23	213:25 215:4
forward (18) 20:4 33:16	197:25 201:10 210:25	giving (9) 4:2,6 47:6	95:10 103:25 111:1	190:19 196:4	127:10 128:16	imagination (2) 130:12
37:8 43:10 45:17	211:4	57:12 72:20 113:15	132:12 135:6 136:14	197:15,19 199:14	130:3,18 133:11 143:2	168:19
53:14 75:6 76:12	generally (14) 22:9	114:3 154:20 163:24	138:9,17 150:7	hear (3) 3:23 5:9 140:23	146:22	immediate (1) 1:24
77:17,16 102:10,11	31:23,25 119:21	glance (2) 16:16 69:9	176:3,9	heard (6) 66:6 105:15	147:11,17,19,23	immediately (6) 2:18
114:22 129:11,24	145:13,25 158:2,6	glaring (1) 27:4	half (5) 27:13 54:5	126:19 176:8 180:15	148:3,6,10,12	3:11 17:17 99:7 169:6
139:25 143:25 150:3	164:23 167:9 184:25	glazed (2) 134:11,12	89:4,23 207:21	215:4	149:20,22 150:8	183:14
forwarded (1) 114:19	192:6 195:11 205:23	glean (1) 202:12	hall (1) 127:13	hearing (6) 1:4,5 4:25	151:4,13 152:23	impact (6) 185:1,15
forwards (2) 32:23	generally (1) 107:17	goes (3) 63:22 78:6	hand (9) 3:16 9:19,25	49:23 66:6 215:20	156:13,15 173:6	194:3,3,24 195:12
144:2	gentle (1) 114:4	190:1	22:22 55:1,3 131:18	hearings (1) 49:20	household (1) 5:5	impacted (1) 123:2
found (6) 132:15 145:8	gentlemen (1) 189:13	going (57) 1:4 2:23	163:21 168:18	heating (1) 209:5	housing (10) 52:8	impinge (1) 119:25
167:18 175:6,14	get (47) 4:9,21 7:23,25	3:20 7:5 9:25 10:1,3	handed (4) 9:17 161:23	heavily (1) 203:22	123:6,23 124:5,7,8	implication (2) 194:8,12
205:16	14:18 18:9 36:2,3,19	25:15 27:14 29:17	162:17 166:5	hed (4) 25:6,7 109:5	131:2 185:12 197:22	implications (1) 71:4
founding (3)	14:18 18:9 36:2,3,19	30:17 43:12,14 45:4	handing (1) 163:7	111:3	212:21	implied (1) 170:8
founder (18) 18:21,23	37:12 38:14 39:8 40:5	48:2 51:24 52:2 60:19	hands (1) 200:25	heights (1) 126:8	however (9) 33:7	implying (1) 39:11
four (9) 20:21 84:15,23	41:9 43:5 47:7,12	65:4 66:25 73:8,10,12	handson (1) 201:9	held (4) 127:13	102:12 127:14 133:9	importance (5) 5:19
85:1 116:4,4 152:1,4	53:11,18 64:10	75:2,12 76:12	handwritten (1) 168:10	158:1,14 168:18	141:5 142:23 143:5	111:20 115:13,22
184:19	68:4,25 71:17 79:16	77:6,16,18 80:4,14	hang (1) 109:9	hell (1) 201:25	152:14 182:6	168:20
fourth (2) 173:4 212:3	87:22 92:12 107:16	82:15 84:15 87:2 91:3	hanging (2) 36:5 110:2	help (8) 13:12 59:6	hs (1) 190:3	important (13) 26:17
fra (21) 96:19,21 98:15	109:10 110:3	112:1 114:8 117:13	happen (3) 157:18	122:4 123:10,25	huge (1) 155:6	52:20 112:7 127:24
99:19 100:13 102:18	111:3,4,4 117:22	124:22 125:4 151:6	173:20 189:22	124:13 188:1 189:24	hughes (5) 87:10,11	163:10,17 165:12,16
105:16 106:9,24	125:6 129:22 134:21	159:1,8 166:18 174:11	happened (15) 60:8,11	helpadvice (1) 122:20	88:21 94:7 98:3	169:4,13,19 175:23
107:6,20 108:5,16	141:18 154:18 164:23	184:11 185:25 188:24	125:23 129:20 134:22	helped (1) 214:7	hybrid (1) 50:23	194:25
109:7 110:10 111:5	180:12 182:4 183:4	197:7 200:11 201:2,25	155:20 173:20	helpful (1) 7:4	hyett (2) 5:3,12	importantly (1) 170:15
112:12 116:8,12,14	187:9,17,24 209:14	203:12 208:20 209:21	176:17,21 178:21	helps (1) 190:25	hyetts (1) 7:9	impression (4) 47:12
117:10	213:7	214:16 215:4	179:7,10,11 184:24	here (22) 2:1,3	hynes (1) 2:14	80:12 187:17,24
frame (2) 134:12,12	gets (1) 6:11	gone (8) 71:15,23 72:9	209:2	11:11,24 64:11 91:10		improvements (1)
fras (2) 98:10 99:10	getting (16) 12:14	106:11 115:25	happening (3) 187:6,13	92:12 95:16 110:7	I	204:13
free (1) 190:7	63:5,9 80:12 85:10,12	155:13,24 165:25	197:8	111:9 144:13 151:1,15	id (11) 69:24 90:14	inaccessible (1) 207:18
fresh (2) 4:23 58:7	111:6 114:16	good (21) 1:3,9 7:23	happens (1) 169:22	165:1 169:18 179:7	96:4,5 111:3,3 134:16	inaccurate (1) 191:21
friday (4) 1:11 4:7	115:9,14,25 116:1	8:2,6,7,11,14 50:16	happier (1) 178:18	190:8 191:20 196:17	147:3 149:22 165:2	inappropriate (1) 36:16
96:25 189:18	117:2 124:20 179:25	51:7 52:15 73:1,3	happy (3) 72:23 73:3	198:5 210:1 213:15	inception (1) 82:22	incident (2) 99:5 156:15
front (6) 88:13 90:14	182:1	117:20 118:3 145:13	163:23	heres (1) 165:4	incident (2) 99:5 156:15	include (8) 2:10 54:11
102:21 119:14 178:12	gibson (21) 32:20 40:20	150:11 166:25 181:16	hard (30) 1:22 2:1 22:9	hes (11) 7:10 39:9,11	idea (3) 51:14 158:21	78:21 79:5,23 136:19
200:9	72:8 76:4 152:7	196:6 212:12	59:20 108:18,23 109:1	87:23 95:2,3 145:6	210:1	195:9 197:5
frontispiece (1) 70:5	156:4,9 157:5 159:11	graduated (1) 45:12	138:3 161:20,24	157:9 171:13 172:23	identical (2) 212:7	included (1) 196:1
frustrated (1) 187:7	163:17 165:20 166:12	grammatically (1) 107:2	162:17 163:5,22	184:3	214:1	includes (1) 107:2
fulfilling (1) 205:9	167:20 168:2,20	grange (3) 173:12	164:10,12,17,25	hi (4) 50:14 87:16	identified (6) 101:1,9	including (3) 4:7 110:24
full (7) 8:16 15:5,17	169:20 171:6,16 172:8	186:19 187:15	165:19,23	128:11 140:22	102:8,22 104:9 124:12	192:18
40:23 48:2 52:17	174:14 179:12	grateful (2) 7:24 128:22	166:6,7,10,13,24	hiatussic (1) 209:10	identify (1) 128:21	incomplete (1) 107:2
214:24	gibsons (6) 152:8 159:4	great (5) 6:8 38:7 81:2	167:11,21,25 168:2	hidden (2) 12:10 39:9	identity (1) 97:6	incorrectly (2) 161:8
fullblown (1) 203:17	161:2 171:2 172:11	86:6 177:15	169:5 205:17	hiding (1) 15:12	ie (1) 108:11	162:20
fulltime (4) 201:19,24	176:4	greater (1) 80:20	haringey (1) 213:20	high (8) 17:9,24 35:7	ignored (1) 36:22	increase (1) 208:13
202:24 203:7	ginormous (1) 27:23	green (2) 104:22 183:21	harley (7) 47:23	51:12 100:25 101:8,8	ill (11) 33:9 34:22 40:25	increased (2) 210:8,9
fully (3) 5:18 50:20,22	girl (1) 28:7	grenfell (40) 2:10,11	48:17,20,22,24 49:5	104:8	74:6 76:9 79:17 92:6	incredibly (2) 109:24
function (3) 54:13 55:7	gist (1) 162:21	13:4 41:14 54:4 65:18	145:9	higher (3) 42:15 127:7	94:9 142:10 152:11	164:4
187:4	give (29) 2:24 4:1,12	67:9 74:20 85:6 96:19	harleys (5) 143:22,25	129:16	162:25	incumbents (1) 19:5
functional (1) 24:25	22:9,13,17 24:16	98:23 99:10,17,18,23	144:12,17,23	highlight (1) 91:12	im (97) 1:10 2:20 3:20	incurred (1) 63:2
fundamentally (1)	28:15 47:16 52:12	102:13 106:9 110:10	harringaysic (1) 212:20	highrise (3) 126:7,12	7:24 9:14,19,25 10:3	incurring (1) 58:16
170:18	87:19 96:11 98:23	112:16 119:16 125:4	hasnt (1) 198:16	127:25	11:11 14:18 15:12	independent (3)
further (14) 3:14 4:16	107:25 108:22	129:10,11,18,24	havent (5) 90:6 116:11	himself (2) 24:20 145:6	17:25 28:1,1 33:12	
	135:9,15 140:11 143:8		137:18 151:21 165:15		40:24 44:4 45:23	

159:3,4 176:5	installed (5) 37:17	62:17,19 63:5 65:18	214:9,20,20	keep (15) 5:18 10:20	177:10	lead (3) 103:19 124:8
independently (1)	129:16 156:13 162:1	82:21 92:21 131:7	itself (10) 4:8 7:11 34:4	12:1,12 42:2,4 83:18	known (5) 14:6 47:25	204:20
198:11	173:8	133:19,21	42:6 99:19 100:5	102:3 144:1,17 177:14	89:16,21 116:11	leadbitter (3) 26:24
index (1) 216:1	instance (4) 113:5	150:14,17,23 151:11	130:23 131:20 141:10	194:4,25 195:5 202:3	knows (1) 212:14	71:23 72:9
indicated (7) 8:21 9:11	190:13 194:5 195:13	187:9 203:22	190:5	keeping (1) 195:3	knowsley (1) 126:8	leading (2) 27:13 82:9
17:12 98:25 103:14	instead (1) 163:24	involvement (7) 6:3	itt (1) 209:12	keeps (1) 187:9	kulidzan (1) 61:2	leads (2) 5:1 171:5
152:18 183:20	instruct (4) 28:13 62:7	57:3,6 124:19 150:13	ive (25) 3:19 12:2 14:17	kennedys (14)		learn (1) 153:7
indicates (1) 208:5	73:16 185:17	197:14 204:19	21:11 54:1 55:12 60:1	1:12,21,24 2:23 3:6	L	learning (1) 147:15
indicating (3) 82:15	instructed (4) 62:8	irvine (1) 126:10	64:2 66:8 77:1 80:24	5:25 6:7 9:20,22 12:2		learnt (1) 129:9
103:13 152:15	119:20 130:1 195:17	isnt (28) 11:25 20:11	81:20 107:7,24 117:13	13:8 14:21 56:15	laboured (1) 45:4	least (12) 3:17 19:14
indication (4) 13:25	instruction (1) 28:11	42:24 43:6,17 55:6	122:2 124:23 136:5,11	60:15	lacknall (10) 141:19,21	65:17,22 74:20 75:7
38:14 108:2 109:19	instructions (3)	75:7 81:3 89:4 106:23	144:6 156:4 160:15	kensington (1) 44:17	142:13,24 147:11	89:14,24 93:18 109:18
indicative (1) 135:9	72:18,19,20	108:15,25 117:5	165:10 172:4 193:21	kept (8) 5:21	176:18,21,22 177:6	166:22 185:6
indifferent (2) 44:12,19	insulation (11) 29:10	134:17 137:1 142:7,10		9:13,16,18 10:13 11:8	178:23	leave (4) 97:8 103:20
individual (2) 122:24	89:15,19 152:17,19,24	143:16 150:2 158:2,11	J	167:21 187:6	lacknallsic (1) 133:11	145:14 215:7
209:5	153:6,13 171:11	163:10 169:22 176:12		keystone (1) 140:12	ladys (1) 118:22	leaving (4) 68:16 72:2
induction (3) 45:21	199:21,22	177:2 178:20 180:20	jackson (1) 211:15	kilburn (5) 37:17,22	lakanal (41)	155:9 172:11
75:25 81:19	intended (1) 208:18	208:16	james (6) 148:5,17	38:14 41:6 44:25	125:1,3,8,12,18	led (7) 52:17 57:19
inert (7) 153:19 154:22	intention (2) 121:7	isolation (1) 7:10	149:1,25 151:3,9	kind (1) 20:14	126:21,23 127:10	77:10 127:14 130:17
162:1 172:13 174:5,5	152:18	issued (3) 63:24 65:16	jan (1) 124:9	kinds (1) 22:25	128:16 129:20	133:17 139:3
177:19	interest (7) 32:7 52:13	173:25	jane (1) 118:22	kinrier (1) 2:13	130:3,18,23 131:1	leeway (1) 114:3
inevitably (1) 7:11	72:11 80:14,20 81:7	issues (25) 28:23 94:1	janice (16) 96:18,20	kitchen (1) 212:23	141:22 142:7 143:1,18	left (17) 8:18 9:21 10:6
inferior (10) 21:21,25	111:22	119:11,13,20 123:1,5	97:9,19 98:4 99:11	knew (12) 10:24 48:8	146:21,22	11:13,13 12:24,24
33:17,19,25	interested (6) 32:3	128:19 129:3 146:1	102:9 103:12,15	53:18 56:23 62:3 75:7	147:15,17,19,23	14:1 60:19 67:4,18
34:11,16,16,25 35:16	52:5,9 70:18 72:5	151:12 181:20 184:9	109:24 115:18 128:5	92:20 94:2 125:7	148:3,6,10,12	68:12 80:13 105:23,24
influence (1) 190:20	160:14	187:18,25 193:25	129:4,8 134:5 190:19	150:12 187:5 206:18	149:20,22 150:8	113:6 210:14
influenced (1) 190:21	interim (1) 165:4	194:22,24	january (13) 2:6 8:25	knockon (1) 194:15	151:4,13 152:23	lefthand (1) 100:23
info (2) 97:1 189:15	internal (10) 48:11 50:8	195:8,9,11,14 196:4	24:10 25:19 127:3,8	know (160) 8:21	156:13,15 161:7,13	legal (10) 14:24 72:2
information (34) 17:16	125:2 129:12,14,19,25	197:6 202:2	128:2 130:16 142:19	9:13,14,15 11:12,18	162:20 173:6 177:20	132:13 155:20 205:24
22:8,10,11,18 33:10	130:7 191:4 210:3	istephan (1) 2:3	148:24 152:9 184:16	12:9,23 14:4,7,9,24	lakanaltype (1) 153:12	206:10,14 207:1,9,11
52:17 58:11,12	internally (2) 33:3	item (10) 46:3 78:19	193:5	17:7,15 19:7,10 23:21	landlord (1) 55:7	legislation (2)
61:7,23 65:2 70:15	114:14	79:4 96:25 103:9	jenny (4) 73:6,15	24:20 25:6 26:12	landlords (2) 128:18	132:14,17
71:2 96:21	internals (1) 130:13	107:18,20 110:24	204:18 211:15	33:20,24	196:7	lengthy (1) 188:22
107:14,15,16 108:20	interrogate (1) 63:4	112:2 168:16	job (4) 14:1 36:18 70:20	34:12,13,18,19,20,21	lane (1) 5:11	less (4) 4:3 111:22
115:14,22 116:1 117:1	interrogated (5) 16:23	items (13) 26:8 59:3	210:5	36:14,25 37:7,19	large (2) 37:13 150:23	136:8 213:23
121:12 135:19 169:10	31:4,10,15 52:19	100:23 103:6,15 106:9	jog (1) 166:4	39:18 40:8 43:4	larger (2) 49:14 175:13	lesser (1) 132:10
170:1 172:15	interrogation (2) 17:25	108:1 109:15	john (10) 195:24	44:8,14 45:1 46:19	last (19) 1:11 5:5 6:24	lessons (1) 128:17
182:18,21,24 183:5	172:24	110:11,24 152:21	196:8,17 198:10	47:22 51:2 52:1,2 53:7	9:22,23 12:1,12 13:15	let (12) 3:16 5:23 19:21
201:4 202:11	intimately (2)	155:24 168:17	201:18 204:5 210:18	54:22 57:23 58:20	20:21 38:11 39:13	21:13 70:11 130:22
informed (3) 1:13 5:18	133:19,21	its (125) 5:19 6:6,15	211:9,11 213:24	60:1,8 66:23 67:23	60:14 66:8,16 96:21	177:20 179:17,19,22
14:11	into (37) 3:24 7:10	7:1,9 14:16 15:20	johnson (4) 36:6,12	70:8,9 72:13 74:16,21	98:9 115:2 138:1	180:11 185:4
ingress (1) 23:1	14:18 29:24 32:14	20:11 25:19,22	37:1 128:12	75:9 76:23,23	193:2	lets (37) 15:22 18:24
initial (2) 57:5 82:22	50:3 68:9,23 70:8	27:14,18 28:8	joined (9) 10:14,15 27:7	77:9,10,11,23,23,24	193:2	27:6 38:23 40:17
initially (6) 38:6 65:25	75:20 82:22 100:9	29:7,8,19 37:21 41:1	53:24 149:2,13,13,15	82:10,11,14 85:5	late (2) 37:21 130:5	42:11 45:17 47:3
80:24 93:6 197:4	102:24 103:10 112:15	42:24 43:6	150:1	86:13,16,25 89:18	later (19) 6:19 40:19	63:11 64:14,19 68:25
210:11	116:4 125:6 128:15	46:19,20,21 47:4	jolted (1) 150:10	90:6,13 92:2,2 93:14	45:16 57:7 75:20	69:25 78:12,14 79:2
input (9) 21:1	130:24 131:2 132:9	48:11,17	jon (3) 203:2,6 212:14	105:2,4,8 107:23	82:20 87:9 97:5 106:5	90:17 91:3 92:24 94:5
25:10,11,13 28:10	135:16,21 139:10	54:11,12,13,20,23,23	jones (1) 124:9	108:17 109:1,3 113:5	110:9 123:11 126:16	98:8 100:18 101:15
57:12 82:22 139:7,10	140:13 150:3 151:5	55:10 58:23 59:3,4,6	jrp (2) 204:4 211:9	114:22,25	141:14 142:11 152:19	110:5 124:2 130:16
inquest (5) 125:24,25	157:23 163:8 167:8,13	64:20 66:3 67:1,12	jrp00000011 (1) 204:10	115:4,11,12,19,23	162:18 187:14 189:10	132:24 134:21 160:20
131:1 148:23 152:23	168:23 172:24 187:8	70:2,5 78:9 81:24	jrp000000114 (1)	120:3,9,21	214:23	161:1 164:7,11 173:1
inquiry (18) 1:12,16	194:18 201:3,12	84:16 86:6,18 87:22	204:21	121:10,18,23	latest (3) 88:2 94:10,19	191:2 192:8 201:15
2:2,15,25 7:2 8:13	introduced (1) 22:7	88:16,18,18,19 90:15	jrp0000029525 (1)	123:17,17,18	latter (1) 133:1	204:10
10:25 14:4 34:22 84:2	introduction (1) 90:22	92:7 95:10 96:18	210:19	130:10,24 131:6	laura (6) 36:2,6,6,12	letter (5) 1:12 73:9
98:14 111:20 112:15	investigate (2) 3:7 87:6	97:7,16 99:20,22	july (12) 36:5 50:6,13	133:9,10,13,21	37:1 128:12	192:12 211:11 212:1
154:2,8 198:3 216:5	investigated (1) 87:5	100:20 101:8 102:20	79:2 81:22 103:9	134:4,17 137:9	lawrence (40) 34:14	letterbox (3) 192:17
inquirys (1) 5:4	investigating (1) 5:8	106:6 108:4,15,24	125:11,20 158:22	138:23,25 139:1,1	37:24 40:19 77:5,11	194:5 195:13
ins (1) 77:24	investigation (6)	113:8 117:12 118:15	159:9,17 175:21	140:13 141:24	78:4,25 79:22	letterboxes (4) 192:5,7
inserted (1) 100:3	14:5,13 19:11 128:15	119:7 120:3,5	jump (1) 179:13	143:19,24 146:22	81:15,23 83:7,12	194:15 195:5
insisted (1) 170:14	123:16 148:7	123:11,16 128:6	jumped (1) 58:17	147:11 148:23	84:2,14 87:2 109:4	level (2) 135:7 145:3
insistent (1) 42:18	invitation (4) 204:11,12	135:14 139:5	june (14) 78:14 81:20	149:12,21 150:8	141:15 143:5,7 144:22	levels (4) 35:9 42:15
inspect (3) 195:25	206:21 213:9	140:3,4,4,5,5 141:24	110:8 111:1 115:16	151:5,13,14,17	145:1 151:24 152:2,15	89:9 102:24
206:23 208:25	invite (1) 4:20	142:7 144:8 151:17	138:4,15 155:11 169:7	159:2,15 160:9,10,11	153:10,17 155:14	lfb (1) 31:7
inspecting (2) 205:7	invited (2) 127:22	152:11 154:4,21	170:13 188:15	161:22 162:18	160:6 162:2,9 170:25	liaise (1) 102:11
206:2	128:21	155:15 159:11 165:16	189:9,18 211:12	164:2,18 165:2,9	171:2 172:5,18 175:3	liaised (1) 31:5
inspection (4)	invoice (9) 65:3,14	168:19 169:12,14	junior (2) 2:14 9:25	166:8 168:2,4,17,19	177:18,21 178:14	life (1) 146:25
196:1,5,18 203:3	67:25 85:17,17,22,23	170:8 172:5 177:2,2	justification (1) 38:8	170:5 175:7,12	180:12 188:18	lift (4) 191:15,16
inspections (6) 102:14	86:1,21	178:20 180:2,21,22		176:19,20 177:1	lawrences (2) 33:2 35:3	194:6,17
196:22 204:1	invoiced (6) 60:1 63:24	183:14 184:4 186:24	K	199:19 202:4 203:6,24	lawyers (3) 60:12	liftfire (1) 191:12
206:2,4,24	67:2 68:1 85:10,12	191:4 192:10 198:3,5		205:20,21 211:9	111:23 112:11	light (1) 110:5
inspector (3) 203:11,19	invoicing (3) 64:8	200:7 204:12,15,19	kctmo (2) 38:6 212:14	213:13	layer (1) 209:20	like (41) 9:1,11,11,18
204:6	65:22,24	208:16 210:2	kctmos (1) 41:2	knowledge (5) 87:18	layout (3) 93:12 119:8	17:24 18:9 20:9,20
install (2) 40:16 152:18	involved (16) 61:21	211:12,13,14 212:18	keen (5) 20:4 39:12	121:24 125:2 132:19	130:7	38:13 39:18 44:21
			62:22 128:20 162:23		layouts (2) 31:17 182:23	

52:13 57:1 59:2,3 70:14 71:21 90:12 102:6 107:7 108:17 119:11 126:23 133:2 141:23 142:2,14,20 144:25 146:1 147:25 152:10 168:7,24 174:11 185:14 186:9,17 197:20 199:4 215:12 liked (2) 40:11 180:15 likely (3) 145:17 157:16 162:12 lim (3) 50:6,12 51:8 limit (1) 208:24 limited (8) 85:1 98:13 196:7 202:18 205:1 207:6 212:16,19 lims (2) 52:21 53:4 line (24) 34:13 38:4 40:23 102:7 138:18 139:6 143:11 147:10 156:9 171:4,5,14,22 172:5 173:4 186:19 187:15 191:11 193:9 201:18 202:6 203:5,24 210:21 lines (2) 20:21 184:19 linked (1) 98:9 linking (1) 149:18 list (8) 45:23 78:18 90:20 96:25 106:11 168:16 204:22 205:23 listed (2) 82:12 143:3 lists (1) 33:13 literally (1) 39:7 little (22) 4:3 13:24 21:12 23:19 27:6 31:1 40:22 50:2 58:11,12,13,16 61:23 107:12,14 117:13 138:1 160:20 176:6 201:8,9 207:10 lived (1) 52:10 lives (1) 125:15 living (2) 52:12,14 load (1) 193:21 loading (1) 23:2 local (3) 52:7 103:2 120:17 locally (3) 52:10,12,14 locate (1) 168:18 located (2) 161:9 163:4 location (1) 93:23 lock (1) 12:11 lodged (1) 31:12 log (2) 191:3,7 london (5) 31:6 91:7 125:13 131:18,19 long (14) 39:13 46:19,20 82:18 111:21,25 112:9 144:4 150:18 152:11 155:2 159:18 172:22 212:5 longer (1) 83:11 look (95) 17:13,20,22 20:18,19,20 21:8 24:6,21,22 25:22 26:10 28:18 29:9,14 30:6,12,20,23 31:24 32:17,18 33:11 35:24 37:20 38:11 40:17 42:12 50:3 52:3,23	52:22 54:18 57:2 60:2 69:5,8,11,25 70:16 78:15 79:3 81:11 82:6 84:17,18 85:18 87:21 90:17 92:5,20,24 96:1 100:18 101:15 104:5 110:5 113:12 116:14 121:13,16 126:24 127:6 133:6 135:13,24 136:3,25 137:9 140:13 152:10 165:10 169:6,23 173:1,2 174:11 181:22 184:17,19 188:14 189:3 191:6,8 192:3,8,14 198:5 199:3,4 205:18 206:6 207:20 210:18,21 looked (43) 9:11 11:1,24 13:21 19:5 23:11 25:7 26:7,8,10,12 27:2 28:2 29:4,6,12,18,20 32:12 52:13,25 69:14,16 70:14,17 71:5,21,24 72:8 76:1 86:18 93:10 94:24 95:15,19 97:21 110:24 137:10 138:2,9 162:19 171:3 205:20 looking (64) 12:4 17:5,25 25:8 27:21 28:5 29:14,15 32:8,10 48:8 54:6,13 63:1 67:2,17,17 68:7,12 69:9,10 76:13 81:18 83:14 88:17 95:16 96:17 102:20 106:25 107:17 108:14 110:7 119:7 126:5 132:5 133:7 134:22,24 135:18 136:6,7,11 137:24 138:6,11 142:12 155:10 174:13 175:5 177:8 178:11 179:9 182:22 184:12 194:4,20 197:15 199:14 200:18,18 203:11 205:23 209:12 looks (14) 41:18 64:10 77:25 81:25 95:1 107:7 115:20 116:18 121:8 141:7 142:14 150:1 157:25 213:15 loose (3) 37:9,11 145:14 loosely (2) 98:9 186:8 lose (2) 4:25 5:16 lost (2) 21:11 125:15 lot (19) 8:24 16:22 21:8 26:25 39:6 58:6 69:8 107:11 113:5 114:1,2 154:17 155:3,5 160:1 172:24 177:25 197:8 201:11 lots (7) 17:24 80:4,5 111:12 112:9,22 150:20 love (2) 169:13,16 low (5) 17:6,9,24 51:12,15 lowball (3) 18:5,14,20 lower (13) 16:17,20,22 17:10 35:9 84:15,23 85:1 89:9 102:24	119:18 151:25 152:4 lowest (1) 16:17 lunch (2) 117:15,23 lunchtime (1) 215:7 M madam (1) 2:3 maddison (15) 1:14,22 2:23 3:3,21 8:24 9:5,19 32:21 51:1 64:21 76:3 85:19 128:5 198:2 maddisons (3) 2:8 3:10 200:6 magda (2) 59:10,24 main (7) 52:10 65:24 78:22 93:7 119:14 139:9 148:11 mainly (1) 212:23 maintenance (4) 55:9 140:7,9 196:7 makes (1) 186:6 making (11) 17:19 52:2 71:18 72:5 137:2 147:18 199:11 206:2,4,24 210:6 malcolm (3) 192:9,11 195:2 man (1) 127:14 manage (2) 80:16,17 managed (1) 189:24 management (4) 1:6 123:23 124:5,8 manager (10) 24:7 49:7 61:2 83:17 99:12 123:6 127:23,23 156:9 211:15 managers (2) 49:7 210:4 managing (1) 79:13 manuscript (1) 2:7 many (14) 54:16 71:14 111:2,7 112:10 114:6 115:15 120:1,22 138:7 141:24 150:21 168:16 206:15 march (12) 1:18 4:12 16:3 19:14,22 20:3 130:25 148:25 149:2,11,11 162:5 margaret (1) 64:22 mark (1) 105:3 market (2) 18:11 54:10 martin (67) 1:3 6:21 7:1,8,14,20 8:2,6,8,11 10:1,3,6,9,12,18,21,23 11:6,14,18,21 12:3,14,18 55:15,18,25 56:4,8,13,17,19 80:11,18 81:12 113:1,9 117:18,21 118:3,9,11 140:1 165:21 166:1,4,10,12,15,18,22,25 168:7 174:23 175:2,9,16 180:25 181:9,13,16 214:13,16 215:2,10,16 masonry (3) 134:14 136:2,2 masses (1) 111:25 massive (1) 27:23	mast (4) 153:3 159:1,8,11 match (1) 171:20 material (22) 2:10,17 4:10,17 8:18 19:2,15 20:10,11,13 31:20 33:15 34:2 38:15 41:3 42:14,15 46:9 75:7,14 138:4 155:5 materially (1) 89:25 materials (11) 54:7,10,21 55:2,8 153:18 156:10 174:6 199:10,11,19 matt (4) 182:4,7 191:16 193:4 matter (10) 25:12 65:10 81:16 83:8 99:13 146:25 153:10 155:16 171:7 187:1 matters (6) 3:16 32:10 65:22 108:3 187:2 192:24 mattersolution (1) 189:25 max (6) 182:3 185:10 191:16 193:4,18 197:7 maximum (8) 40:13 47:4,6,8,14,15,17 201:24 maybe (9) 97:1 117:16 123:5,10,11 135:6 139:15 150:11 174:2 maynard (1) 48:11 mean (25) 7:11 11:15 18:2 25:11 26:1,15 29:2,3 31:10 39:25 40:10 54:3 113:17 120:2 125:24 135:3 138:19 156:18 157:6 178:10 183:13 184:4 199:11 202:9 207:11 meaning (1) 51:9 meaningfully (1) 3:8 means (4) 91:10 123:14 130:8 131:16 meant (13) 23:12,14 26:9,14 30:11 38:20 39:19,22 40:8 99:3 124:12 129:17 205:21 meantime (2) 55:21 117:24 mebiased (1) 197:24 mechanical (3) 35:11 208:11 210:23 medical (3) 122:20 123:5,7 meet (2) 20:2 54:14 meeting (107) 1:18,20 11:4,4 22:15,20 33:6 37:15 45:13,21 46:23 51:3 54:19 75:25 76:2 78:13,15,23,24 79:1,3,16,17,19 81:14,19,20,21 82:4 83:2,4,6,15 145:16,18,20 146:20 153:16,19 155:14 156:8,17,18,20 158:6,17,20 159:14,16 160:1,21 161:5,18,20,23,24	162:3,15,16,18 163:4,6,13 164:13,13,14,14,18,18,19 165:2,8,9,24,25 166:5,6,7,8,13,14 167:4,5 168:12,13 171:7 173:15,21 174:2,24 175:19 176:6 177:16 178:7,14,21 179:12 180:8 meetings (22) 45:7,10 82:9 121:6 131:24 152:15 157:12,13,14 158:1,10,11,13 173:16,18,24 202:1,1 203:21 204:2,3 207:25 meets (2) 146:7,9 melbourne (1) 126:17 mellen (1) 50:17 member (2) 5:4 78:1 memory (3) 29:25 137:6 160:15 mention (4) 5:24 56:11,14 163:13 mentioned (11) 22:13 32:14 46:23 47:3 66:22 75:11 114:25 125:8 132:6 162:22 191:13 mentioning (1) 147:24 menzies (1) 5:9 merely (2) 186:21 193:18 message (2) 114:23 184:5 met (7) 31:8 57:25 119:8 131:24 150:24,25 207:14 metal (1) 19:25 metallic (1) 41:10 method (1) 46:9 metre (2) 135:5 138:8 metres (2) 23:24 138:7 metropolitan (2) 3:1 14:11 middle (4) 52:23 165:13 176:10 183:23 midmarch (1) 76:15 midnovember (1) 150:4 might (32) 10:2 11:8 12:5 18:2 34:10,10 35:4,15 36:15 39:23 51:4 52:12,14 66:25 69:14 75:10 80:20 89:25 90:25 109:3 114:25 115:8 120:22 128:9 134:5 164:1 165:3,25 176:19 177:23,24 202:17 milestone (1) 140:24 milestones (1) 189:23 millett (38) 1:7,8,9 6:22,25 7:7,13,19,24 8:12,14 9:24 10:2,5 12:19 55:11,17 56:3,20,21 81:13 113:10 117:11,20 118:12,13 140:11 167:1,2 168:11 175:18 180:24 181:17,18 214:8,15,18 215:18 million (2) 16:13 17:21 millionodd (3)	16:14,14,15 mind (22) 20:10 26:23 19:22,29 45:9 51:11 66:18 80:22 102:3 109:2 110:6 130:2 151:3 152:22 155:1,17 167:19 171:25 177:14 178:1 179:4,5 204:4 mindful (1) 170:10 minds (4) 4:23,24,24 39:15 mine (2) 60:5 179:4 minimum (1) 5:22 minute (21) 6:24 45:24 47:4 77:4 78:6,8 158:18 161:17,19,22 162:10,15,21 172:25 177:4,17 178:8,21,25 180:8,22 minuted (16) 19:9 30:16 78:23 81:4 158:1,10 163:21 165:11,13 166:3 172:23 173:17 174:20,22 175:24,25 minutes (57) 1:17 11:4,5 13:23 46:17,20 55:14 75:24 77:9 79:2,12,20 81:13 82:10 83:1,4,10,11,15,18,25 97:4 141:14 147:14 149:8 153:23 158:9,18 161:5,8,8 162:12 163:4,5,8,13 164:12,15,21,25 165:5,10,19 166:2,6,8 167:8,13 168:24 171:19,25 173:25 175:6,7,14 176:9 214:21 misled (1) 170:17 miss (1) 82:22 missed (3) 6:6 8:19 130:10 missing (4) 17:18 101:20 106:17 175:8 misspelt (1) 161:13 mistake (1) 51:17 misunderstood (1) 28:1 mobilisation (1) 207:22 mock (2) 38:15 41:13 mockup (7) 104:24 105:17,17,22,23,24 106:2 mockups (1) 138:4 module (6) 4:12,13 5:14 98:14 123:11 124:24 moment (23) 1:4 30:25 67:3 72:3 74:7 100:6 101:14,22 104:18 117:17 126:6 141:20 142:13,24 143:18 153:25 154:7 176:18 177:6,20 178:23 180:24 209:12 moments (1) 125:1 monday (4) 1:1 3:24 4:7 5:13 money (3) 46:11 67:20 86:6 monitor (1) 208:25 monitoring (2)	204:13,16 month (9) 29:24 50:9 59:13,15,24 60:5 66:8 67:1 162:18 monthly (6) 58:23 59:7,11,12 152:14 161:19 months (15) 27:13 63:13 69:7 71:14 80:2 82:7 106:5 109:7 110:9,19,25 114:7 121:9 162:18 180:10 moorebick (67) 1:3 6:21 7:1,8,14,20 8:2,6,8,11 10:1,3,6,9,12,18,21,23 11:6,14,18,21 12:3,14,18 55:15,18,25 56:4,8,13,17,19 80:11,18 81:12 113:1,9 117:18,21 118:3,9,11 140:1 165:21 166:1,4,10,12,15,18,22,25 168:7 174:23 175:2,9,16 180:25 181:9,13,16 214:13,16 215:2,10,16 mopup (1) 86:19 more (54) 19:21 28:8 29:20 32:12 34:19 35:11 39:10,20,21,23 40:12 44:9 45:13 63:1 67:8,22 69:14 74:7 75:5 82:24,25 97:2 106:12 107:8,14 108:10,12,13,14 114:3 119:20 138:1 145:4 149:8 158:21 169:12 170:2 172:4 175:10 179:3 193:23 200:2 201:9,20 202:18 203:25 204:1,5 205:16 206:6 209:3,11 210:13 215:5 morning (24) 1:3,9,14 2:2 3:5 4:8 5:3,24 6:20 7:15 8:6,7,14 32:15 56:12 118:14 121:25 155:3,11 214:19,19,23,24 215:5 most (8) 12:9,13 40:3 46:11 95:18 109:2 112:24 169:1 mouth (3) 64:11,15 65:5 move (8) 35:8 43:10 44:6 45:17 50:2 53:13 110:1 140:18 moved (2) 157:22,23 moving (2) 32:14 42:4 ms (45) 6:10,16 7:22 8:3,5,6,14 16:3 18:19 23:5 37:25 40:6 43:15 45:17 50:7 55:19 56:8,22 58:20 76:1 80:11 107:18 112:8 117:22 118:9,14 123:11 155:11 162:25 169:16 170:20 173:12 176:1 177:16 178:20 181:2,13,19 186:19 187:15,18 202:6
--	---	--	---	--	--	--

214:20 215:3 216:3	never (14) 45:3 75:18	180:2,5	office (23) 11:13	213:9	106:13 107:3 108:2	170:23 174:20,25
much (30) 4:4,25	78:8 80:24 82:11 87:5	nowak (1) 59:10	93:2,5,7,8,9,11,14,14,23	originally (1) 33:21	126:24 127:4,7,8	175:1,12 190:13 195:2
6:21,24 8:2,11 25:19	115:21 116:19 167:19	nowhere (1) 115:25	94:1 163:6,22 164:3	others (5) 71:21 81:10	140:25 142:21	210:13 213:12 214:25
26:9,14 29:2,3 55:25	171:25 176:13 187:2	nudge (1) 50:15	165:6 166:16 168:22	128:5 162:13 198:22	153:15,24 156:7	per (4) 135:5 138:8
61:17 68:22 75:5,8	200:14 208:18	number (14) 70:3 76:1	170:4,16 176:10	otherwise (7) 22:10	158:20 161:4,15	190:4 194:22
80:14 87:9 109:8,16	newbuild (2) 118:20	79:3,17,19 80:12	200:16 201:3,12	36:4 75:11 99:6 123:3	163:2,20 171:4,22	perception (1) 203:25
113:9 118:3 150:2	120:13	81:14,22 82:1 83:4	officer (2) 124:9 190:19	162:3 199:18	173:3 184:17,20 185:7	perform (1) 30:2
175:16 181:1,6 213:22	next (26) 3:25 16:17	88:16 98:11 125:8	officers (3) 102:1	ourselves (2) 186:3,5	188:22 193:16 195:23	performance (4) 22:25
215:2,13,16	45:25 79:1,16	205:10	106:21 128:23	outline (7) 69:21,25	198:6 212:3	23:6 156:9 173:7
mulalley (2) 16:8,15	90:19,22 91:8 100:3	numbered (1) 85:22	offices (2) 158:2 166:23	88:11 91:20 97:14,18	paragraphs (1) 152:12	performing (2) 204:5,8
mulalleys (1) 17:11	102:16 105:3 116:14	numbers (1) 29:6	often (2) 2:7 54:20	98:1	part (23) 17:8 31:13	perhaps (25) 4:3 6:19
must (7) 64:10 93:10	136:5 141:13 161:19	numerous (2) 80:1 89:7	oh (13) 13:15 29:19	outs (1) 77:25	38:24 42:21 54:20	13:24 14:9 26:11 36:2
97:17 141:3 154:24	162:16,17	nursery (2) 185:12	51:16 68:21 107:23	outside (3) 37:2 130:10	67:19 70:24 77:18	49:19 54:11 61:9 83:2
184:21,25	164:17,18,22,24	197:22	137:17 155:20 163:23	211:5	81:5 95:18 121:21	89:18 111:22 114:3
muster (1) 95:22	165:8,8,23 167:2		165:4,9 179:14 180:9	outstanding (6) 4:14	131:8 132:4,11,13,16	142:11 147:14 150:10
myself (8) 28:9 42:8	192:21		205:19	106:9 107:16 109:14	135:19 173:18 183:5	155:22 169:23 170:2
71:21 103:12 112:11	nick (3) 83:16 132:25		okay (16) 9:24 14:25	110:11 146:2	185:18 187:12 211:18	178:11 189:4 202:2
160:9 175:3 197:4	133:4		28:4 47:1 55:24 56:18	over (34) 1:25 2:12	212:1	206:6 207:17 214:22
mystified (1) 6:5	nickname (1) 140:11		88:15 120:8 159:9	4:6,8 9:17 16:13 42:3	partial (3) 107:9,15	period (12) 2:9 8:25
	nobody (6) 12:11 21:20		160:25 164:11 173:23	44:18 58:11 60:21	109:14	10:13 43:7 61:19
	33:24 72:18 82:13		183:17 197:20 198:21	61:1,19 65:1 101:12	participants (10) 2:19	89:4,6 142:5 207:22
	132:13		206:8	102:25 104:6,12,22	3:12,18 4:1,19,24 5:18	208:4,11,13
	nobodys (1) 168:17		okayed (1) 186:9	110:2 112:10,23	7:2,17 145:9	periodically (1) 208:20
	nominally (1) 74:19		old (3) 59:16 93:2,5	117:15,15 119:14	particular (12) 1:16,20	periods (1) 208:18
	nominate (1) 128:24		omission (1) 27:5	142:5 144:7 150:20	2:13 13:18 32:6 67:17	permanent (1) 204:1
	none (2) 11:13 79:24		omissions (1) 16:24	154:17 171:13 177:25	107:11 112:3 164:4	permission (1) 153:8
	nonflameretardant (1)		omits (1) 90:24	178:17 188:18	193:25 197:1 202:23	person (11) 45:22 61:1
	149:19		omitted (1) 155:22	omitted (1) 155:22	particularly (13) 27:3	74:19 78:18 82:19
	nor (2) 3:1 168:23		omitting (1) 155:4	once (5) 19:22 150:3	52:6,19 54:4 55:7	83:15 103:14 120:24
	normal (2) 164:20		once (5) 19:22 150:3	180:16 181:21 185:5	60:25 115:1 144:18	148:14 175:22 208:17
	168:15		180:16 181:21 185:5	onecasts (1) 59:5	180:21 199:16 205:8	personally (3) 43:11
	normally (5) 107:13		oneoff (1) 167:11	overview (1) 155:7	212:1 214:4	44:14 172:12
	119:10 143:24 145:14		ones (3) 9:19 158:3	overview (1) 17:2	parties (4) 159:21	personnel (1) 83:19
	162:16		177:14	overwritten (1) 59:16	169:11 177:25 178:17	perspective (1) 190:2
	notably (1) 90:24		ongoing (2) 30:11 55:9	own (12) 7:1 39:15	partner (2) 3:6,7	persuade (3) 41:23
	note (9) 7:16 45:21,24		online (8) 22:10 26:5	59:20,23 99:4 121:23	partnering (1) 54:16	43:18 44:17
	78:15 83:7 91:19		27:20,21 28:3 140:4,5	185:20 209:17,18	partners (8) 3:6 195:24	pertinent (2) 112:11,13
	114:20 161:14 162:23		205:15	210:2,3 212:18	198:10 201:18 204:5	peter (18) 1:14,22 8:24
	notebook (4) 9:4,6,15		onto (1) 161:21		210:18 211:9,11	9:19 32:21 51:1,5
	12:24		onwards (1) 171:4		parts (3) 100:14 104:2	52:16 61:8 64:21 76:3
	notebooks (13)		open (4) 14:7 147:6,6		126:13	85:19 128:5 160:10,11
	1:19,22,25 3:14 6:23		207:10		party (5) 52:9 78:3	175:4 198:2 200:6
	8:23 9:18 10:13 12:20		opened (1) 91:24		122:22 173:5 176:24	phil (2) 183:10,18
	13:1,10 15:7,19		openings (1) 5:13		pass (3) 48:5 144:10,16	philip (16) 83:17 132:25
	noted (1) 13:22		opinion (2) 131:14,16		passages (1) 144:21	133:4 140:18 141:8,16
	notes (9) 1:17,20 2:7		opportunity (8) 3:13,19		passed (5) 95:22	142:15 144:17 153:16
	4:2 11:1,3,8,22 161:12		4:21 7:3 24:22 25:1		115:3,4 143:22 144:11	160:10 162:8 173:1
	nothing (11) 8:18 11:24		95:12 145:21		passing (2) 98:3 115:1	175:3 177:21 178:14
	13:16,20 21:24 58:17		opposed (11) 28:3		paste (4) 106:23	181:24
	95:20,21 111:17		35:15 41:24 43:19		108:4,15 141:9	phone (1) 191:17
	170:25 189:23,23		44:1 45:19 49:13,14		pasted (1) 142:15	photocopied (1) 167:21
	190:12 192:24 200:19		202:18 207:8 209:15		pattern (1) 210:16	phrase (2) 138:6 184:10
	214:21		option (10) 20:7,8,12		paul (4) 5:3 189:11	phrased (3) 34:21 44:21
	needed (24) 26:17		39:10,24 40:3 43:24		190:2,7	139:23
	35:10 44:6,7,8,15		44:2,5,25		pause (6) 56:1 67:14	phraseology (2) 108:9
	52:15 53:13 82:20		options (8) 13:6 14:7		118:4 181:8 185:8	185:3
	93:20,22 120:16		19:20 23:10 43:23		215:15	physical (3) 121:14
	122:20 124:13 132:11		54:6,22 75:3		pausing (4) 57:5 65:4	122:11 123:13
	136:18 188:1 195:16		oral (2) 173:12 201:16		161:12 191:17	physically (3) 164:2
	197:6 201:6 207:24		orally (1) 145:19		pay (1) 59:2	200:11 207:17
	208:6 210:14,17		order (14) 41:2 45:7		paying (6) 61:15	85:15,15 199:3,20,24
	neednt (1) 44:16		55:4 70:22 71:8 72:6		62:2,5,11,14,22	201:12 206:19 211:5
	needs (8) 1:7 122:12,25		82:10 91:7 98:24		86:10,12	picked (3) 75:22
	123:13 124:12,20		110:1 122:12 123:25		pd (2) 30:6,10	97:23,24
	189:22 190:6		179:21 185:19		pe (3) 24:11,17 160:23	picking (1) 81:1
	neighbourhood (1)		organisation (3) 1:6		peculiar (1) 180:20	picture (1) 149:22
	124:8		127:15 140:4		people (29) 28:7 54:21	piece (3) 101:13 140:17
	neil (18) 114:20,24		organised (3) 109:24		61:12,21 95:18 119:12	164:10
	186:16,18 188:3,6		126:23 127:12		120:22 124:12,24	pile (1) 2:4
	189:9,10,17		orientated (1) 44:9		125:15 127:16 129:13	pitched (1) 134:10
	191:3,18,21,25		original (7) 30:4 88:3		131:23 146:23 158:17	place (11) 26:25 36:20
	192:11,21 193:4,16		93:18 94:6,11,20		159:20 160:2,12,18	80:6 93:24 127:2
	195:1					
	neither (2) 98:5 168:23					

143:1 156:13,16	positive (3) 5:5 84:3,8	previously (8) 23:16	96:9	213:3	74:3,6,19	175:22
158:23 176:14 185:6	possession (4) 1:22	26:24 71:23 109:4	professionals (2) 54:18	provides (4) 101:17	75:4,13,17,24	176:1,12,16,21,25
plainly (2) 2:16 6:2	9:22 12:5 13:19	110:19 144:6 182:8	143:3	104:16 106:15 112:5	76:21,24	177:5,13,15
plan (11) 31:17	possibility (2) 18:13	199:2	profiling (1) 123:19	providing (5) 41:11	77:4,12,14,20,22	178:5,13,20
43:22,24 97:12,23	179:9	price (6) 15:24 16:21	programme (12) 30:9	63:18 190:18,23,23	78:2,10,12,18	179:9,19,22
99:2 100:2,8,15,19	possible (9) 2:19 6:11	17:6 18:2 51:25 135:9	44:9 53:14 73:11	provision (2) 210:22,25	79:2,9,15 82:14	180:1,7,17,20
102:18	40:13 110:4 114:15	prices (3) 16:4 18:11	140:10 185:16	public (2) 10:25 14:4	83:1,20,22,24	182:17,21,24
planned (1) 121:16	143:2 146:17 214:20	47:22	194:3,18,25 195:12	purely (3) 45:14 104:24	84:2,11,14,22,25	183:4,8,13,17
planner (2) 50:17 51:4	215:1	primary (1) 75:6	208:5 212:15	198:20	85:4,10,12,16,21	184:1,4,15
planners (40) 20:2,6,12	possibly (17) 3:23 13:15	principal (4) 29:22 30:2	programming (1)	purpose (2) 7:6 77:22	86:5,10,12,16,20,25	185:3,5,18,23
21:10 22:16 25:14	14:21 18:7,21,22,23	31:6 193:12	194:11	purposes (3) 25:20	87:5,7,15,21	186:2,6,12,15
31:5,10,16,23	80:7 83:16 85:11	principally (1) 87:10	progress (20) 41:3	96:24 135:8	88:1,11,16,21,25	188:11,13,22 189:2,7
32:1,3,12,16	93:23 108:19	principals (1) 175:10	68:16 79:2,17,19	pursue (3) 5:17 60:18	89:2,6,10,13,17,22	191:11,20,24
33:7,19,23 34:10	151:20,21 162:6 188:2	principle (1) 132:5	81:13,21 83:4 92:21	64:14	90:5,8,11,15,22,24	192:3,8,14 193:11,15
35:4,6,22 37:15	207:16	print (1) 27:25	121:5 158:10 162:11	pursuing (2) 79:14	91:3,6,14,18	194:9,13,20
38:6,13 39:12	post (1) 19:5	printed (1) 168:8	164:19 167:4 183:3	112:24	92:4,15,19,24	195:7,18,20
40:2,10,15 41:5,17,23	potential (3) 46:6 47:10	prior (4) 36:4 56:15	197:16,19 199:15	push (1) 45:7	93:16,18 94:5	196:11,14,17,20,23
42:7,18 43:11,19	60:6	153:21 158:3	203:22 204:3	pushed (1) 81:25	95:5,8,10,25 96:11,17	197:1,11,17,20
44:17,25 45:14 48:13	potentially (4) 24:19	prioritised (1) 112:2	progressed (2)	pushing (1) 43:8	97:16,22 98:1,8	198:1,16,18,21
138:15	30:13 36:5 199:19	prioritising (1) 112:20	210:12,13	putative (1) 47:23	99:13,16,18	199:6,10,20 200:6,24
planning (18) 19:18	pqq (1) 71:16	priority (10) 6:12 65:25	project (69) 13:4,19	putting (5) 30:14 68:9	100:1,13,18,23	201:5,15 202:21,23
33:22 34:1,3,4	practice (4) 84:20 99:13	100:24,25 101:9 104:9	21:5,18 24:7,8 25:5	136:12 137:1 151:15	101:7,12 103:13,16,21	203:1,9,15
36:10,13 37:3 41:3	164:20 167:7	109:12 111:6	28:9,19,24 30:3 43:10	puzzled (1) 29:12	104:4,15,22	204:4,10,19,21
42:25 45:7 49:4 59:3	pre (1) 38:14	169:11,18	44:6 53:8 54:1,4		105:6,9,12,14,24	205:4,12,23
74:23 121:21 153:8	prebooked (1) 33:5	private (2) 97:7 212:21	55:3,4 61:1 62:17,19	Q	106:1,4,9	206:6,9,20 207:5,20
160:22 208:1	precise (2) 40:5 158:21	privileged (1) 15:1	63:19 65:19 67:9	q (648) 8:21,23	107:2,5,10,17	208:20,23 209:12,24
plans (7) 96:22	precisely (2) 58:9 76:25	probably (49) 9:12,23	72:13 74:20 79:11	9:5,8,10,13,17 12:25	108:2,7,12,14,22,25	210:1,7,10,13,18
97:11,12,21,22 99:1,2	predicated (1) 73:12	10:15,16 13:12 21:11	80:5,8,10,18,21 81:7,8	13:8,14,16	109:6,16 110:5,21	211:8,18,20,22 212:3
platform (1) 59:21	preferable (1) 40:4	32:2 33:22 36:17,22	83:17 85:7 86:2,22	14:3,11,15,18,24	111:9,15,17,24	213:2,11,15,21,23
playing (2) 37:9,11	preference (5) 21:9	41:1 61:8 68:22,23	111:21,25 112:9 114:1	15:1,10,14,16,22	112:3,12,22 113:19	214:1
plays (1) 54:20	42:5,6,8 45:2	69:7,15 72:8 73:6,14	119:3,16 125:4 129:10	16:11,20 17:5,10,16	114:8,18 115:5,13,20	qc (1) 2:13
please (69) 8:4,15 10:5	preferences (1) 21:1	91:24 94:24 97:21	130:24 131:7,25	18:2,5,8,13,19,24	116:2,9,14,17 117:4,9	qs (2) 53:7 194:9
13:14 15:25,25	preferred (3)	103:24 112:20 113:4	132:20 150:3,18 151:5	19:7,10,14,21	118:19,21,24	qualify (1) 198:18
20:19,20 32:17,24	42:17,17,20	117:8 129:5 132:17	152:18 155:2 158:5	20:9,16,18 21:13	119:1,3,5,10,15,20,23	qualifying (1) 200:6
35:18 37:20 39:18	prepared (3) 47:16	133:24 134:15 137:15	173:9 175:20 177:25	22:2,5,13,17,24	120:2,5,8,19,21,24	quality (7) 18:3
45:21 48:10 50:5	154:13 204:11	138:21 142:4 143:22	178:17 185:13,23	23:4,12,14,18	121:2,5,18,22	21:21,21,25 55:8
52:23 55:21,22 56:2	preparing (1) 163:3	145:4 148:21 149:6	186:1,2,25 187:25	24:2,6,10,15,22,25	122:4,6,11,16,23	196:1 212:6
57:1 63:11 64:19	presence (4) 196:24	159:9 166:9 172:23	195:3 209:11 213:10	25:9,16,25	123:9,18,22,24	quantum (1) 46:25
69:25 73:11 74:6 79:4	197:2,3 203:8	179:3 180:15,25	projects (4) 15:11 53:23	26:3,6,14,20	124:2,4,6,10,15,17,22	quarter (1) 78:20
85:16 87:8,17,19	present (11) 3:7 6:5	184:10 186:4 187:7	213:8,18	27:6,9,12,18,21	125:15,17,20,22	queries (3) 65:13
88:2,13 94:10 96:17	25:20 51:10 78:16,18	201:9 203:6 212:22	promised (1) 137:11	28:1,5,10,15,17,21	126:2,4,10,12,16,19,21	191:16 193:1
98:18 99:21 102:5,16	158:8 174:14,24 175:2	problem (5) 5:2 149:19	promising (2) 82:6	29:2,9,12,22	128:1,8 129:2,6,9	query (2) 156:11 191:16
110:6 117:23,24 118:5	179:13	153:12,18 186:25	96:13	30:17,19,22 31:14,23	130:2,9,15,21	question (129) 3:22
127:7 133:15 141:14	presentation (10)	problems (3) 170:10	promoted (1) 132:13	32:5,8,13,23	131:4,6,16,18,22	10:3 11:10 13:2 15:24
142:20 143:10 152:11	127:1,3,9,12,14,17,19	181:20 209:22	prompt (5) 136:19	34:1,4,6,9,14,22	132:3,7,16,23	18:19 19:21 21:12
153:14 159:15 161:3	128:1 130:15 147:21	proceed (1) 3:11	139:12 145:25 160:20	35:12,14,18	134:1,6,21 135:16,22	28:1,5 30:19 33:23
173:3 181:3,5,9 182:9	presented (2) 23:10	proceeded (2) 157:21	177:24	36:8,10,12,15,23,25	136:3,17,21	39:5 41:16 43:17
184:16 186:17 188:14	38:6	198:12	prompted (7) 94:7	37:9,14,20 38:3,23	137:5,8,20	45:16 49:2 60:20
190:7 191:3 192:4	presenting (1) 105:19	process (11) 2:18 6:15	109:6 135:24 142:25	39:1,4,16,22 40:5,17	138:1,9,13,18,23	62:14,20,21 67:15
201:17 202:5 204:10	presently (1) 102:23	26:24 71:16 74:1	143:3 147:8 177:7	41:22 42:5,10,24	139:3,11,17,19	72:2,4 74:7 82:3
210:19 215:10,17	presents (1) 4:21	103:3 181:23 182:9,12	prompting (1) 180:12	43:6,14,17	140:13,16 141:12	83:9,24 84:7 90:9
pleased (1) 174:22	preserve (1) 13:25	183:6,22	proper (1) 37:9	44:1,4,12,16 45:6,16	142:2,7,10,18	94:9,18 105:2,9
plenty (1) 66:10	press (1) 147:1	procure (1) 44:7	properly (4) 30:1	46:2,14,19,23	145:8,19,23	109:21 112:12 113:15
plus (5) 67:18 68:9,15	pressing (2) 138:1 170:2	procurement (4) 41:4	129:22,23 197:10	47:1,10,22	146:5,9,12,15,21	114:20 115:6,21
86:5,8	pressure (10) 36:3,12	42:2 190:15 211:15	properties (1) 37:16	48:1,5,10,17,20	147:8	116:19 121:22,22
pm (7) 1:11 3:23	37:2 53:2,6,16 113:6	procuring (1) 44:8	property (1) 140:3	49:1,8,11,18,25 50:2	148:2,6,9,12,16,19,22	123:10,11,16 132:3
118:6,8 181:10,12	114:2,2 117:2	produce (2) 59:14 66:2	proposal (3) 33:15	51:2,7,13,15,20,22	149:10,13,16,24	136:5,24 138:13
215:19	prestart (3) 78:13 81:20	produced (19)	63:18 86:14	52:4,12,21 53:16,20	150:6,12	143:12,13,16,18
pocket (4) 49:4,8,14,21	207:25	57:7,11,14,16,17	proposals (3) 7:15	54:3,25 57:18,22	151:2,18,21,24 152:6	144:4,13,23 145:24
pocketed (1) 49:21	presumably (5) 116:12	62:24 66:12 69:6,19	19:18 103:1	58:1,4,9,19	154:4,12,15,20	146:3,13,17,24,24
pocketing (1) 49:16	144:4 146:21 154:15	70:1 75:18 96:9	proposed (12) 42:15	59:6,11,18,20	155:9,18 156:1,21,23	147:2,6 149:10,11
pointed (1) 74:22	164:14	100:13 112:14	46:4,7 47:11 74:12	60:8,11,13,18,23	157:1,5,11,18,20,25	150:11,15 151:7
points (6) 33:12 80:1	presumed (2) 23:17	161:5,19,20 173:17	78:3 92:8 93:6 129:15	61:3,5,12,17,25	158:4,8,10,15,20,24	153:21,23 159:22
107:11 115:2 205:2,10	167:15	204:2	156:10,12 190:6	62:11,14,19	159:3,8,11,14	160:18 165:12,21
police (9) 3:1 10:22	pretender (3) 16:8,12	producing (1) 62:4	proposing (1) 4:21	63:7,11,17 64:7,14,18	160:3,5,7,14,20,25	167:2 168:8 170:9
11:12 12:8,20,22	17:11	product (9) 21:25	prospect (1) 19:2	65:7,10,21	161:12 163:13,16	171:6,9,14,15,19,24
14:5,7,11	pretty (3) 25:19	33:17,25 34:11 35:1	protracted (1) 61:19	66:1,9,16,22,24	164:7,11,20,25	172:8,10 173:23
polish (2) 110:14	109:8,16	62:15 63:6 75:14	provide (8) 25:11,12	67:2,7,12,16	165:6,17	174:1,4,19 176:8
113:22	prevent (1) 35:11	200:1	84:15 93:10 123:22	68:4,10,14,20,25	167:7,13,19,24	177:2,5,7,10,12 178:3
pose (2) 198:24,25	previous (10) 12:6 19:5	products (2) 25:7 55:2	124:4 144:19 169:10	69:5,11,19,25	168:2,4,14,20	179:2,4,12,14,17,19,20,22
posed (2) 113:14	59:13 80:2 83:10	professional (4) 26:18	provided (9) 69:11	70:7,11,20 71:6,12	169:6,9,16	180:2,3,4,7,9,10,12
177:10	93:22 107:21 147:23	29:1 71:9 150:19	86:1,21 97:10 120:18	72:2,15,18	170:7,12,25 172:4	181:22 186:20,21
position (2) 3:5,8	166:6,8	professionally (2) 81:10	123:19 154:1 156:4	73:3,14,19,25	173:1,12 174:16	187:17,23 191:2

193:25 194:9,9 195:21 199:25 201:6 202:7 207:5 213:2 214:2 questioned (1) 186:19 questions (38) 1:17 3:15 4:5,14,16 6:18 8:13 20:13 51:24 56:22 73:4,5 79:25 87:19,23 107:19 108:4 109:20 116:2,4,5 117:7 125:7 130:23 155:19 162:24 181:20 192:15,19 198:24,25 199:15 200:3 214:17,18,22 215:6 216:5 quick (2) 141:2 145:14 quicker (1) 109:10 quickly (4) 110:14 113:22 114:17 170:3 quite (19) 6:23 12:25 16:22 20:4 39:12 54:20 55:10 122:17 135:4 144:4 145:14 152:11 155:9 157:11 160:1 179:7 184:10 187:7 188:22 quotation (1) 67:20 quote (3) 1:14 67:5 171:3 quoted (2) 171:2,22 quotes (2) 64:25 192:12	reaching (1) 187:19 reaction (4) 112:5 169:23,23,25 read (40) 2:16 3:13 18:23 26:6 29:3 62:23 70:12 76:9 79:17 90:5,11 92:2,6,13,16,22 94:22 95:1,5,8,10,12 97:18 98:6 100:9,16 152:12,22 163:22,25 165:13,20 168:21 169:20 170:15 176:10 187:8 188:24 205:12 207:23 reading (10) 70:10 73:21 78:10 97:20,25 98:7 156:5 161:7 163:7 164:3 ready (5) 8:8 56:8 72:22 73:1 118:11 realise (3) 76:24 85:13 195:8 realised (4) 46:7 47:11 155:21 210:13 realistic (2) 17:15 132:8 reality (1) 180:17 really (13) 4:9 12:14 14:17 16:22 29:14 47:12 61:17 111:24 113:19 122:4 160:14 165:12 201:14 rear (1) 192:17 reason (8) 7:21 90:11 109:9 134:18 136:12 162:2 191:20 197:1 reasonably (1) 208:25 reasons (3) 20:6 30:9 52:10 reassurance (2) 36:3 209:21 rebutting (1) 20:7 recall (46) 12:15 46:12 73:15 89:13 108:22 119:3,16 127:1,9,11,12,13,14,19 142:22,24,25 143:4 152:14 154:8,16 155:18 156:8,14 159:14 161:6,7 162:3,11,13,14 163:6,8 166:10,12 167:13,25 168:16 171:6,12,19 173:5 174:4 175:2 176:2 191:17 recalled (2) 152:7 155:13 recalling (2) 47:2 160:21 recalls (1) 159:11 receive (4) 115:6 161:22 162:14 164:8 received (11) 1:12 5:24 32:23 45:24 83:10 89:3 93:19 99:9 116:19 143:4 161:21 receiving (2) 98:1 166:10 recent (1) 75:5 recently (3) 90:7 142:23 152:22 recites (1) 52:24	recognise (1) 100:21 recollection (27) 22:6 23:3,8 32:9 46:15 113:2 118:19 121:24 134:22 145:23 146:12 156:24 159:3,4,16,18 161:13,16,17 162:21 172:11,19 173:22 174:17 176:5 188:3 191:22 recommend (3) 101:17 104:16 106:15 recommendations (5) 119:11 125:24 132:12 148:24 152:22 recommended (2) 131:1,13 reconciliation (1) 60:4 reconsider (2) 4:20,20 reconstruct (1) 176:13 record (27) 11:9 46:14 59:13,19 97:16 100:15,18 102:17 105:20 109:17 115:5,16 116:6 143:12,15,17,17 145:8 146:16 154:12,15 163:18,19 168:25 169:19,21 175:23 recorded (15) 46:15 47:8,10 79:21 116:8 154:19 162:21,23 164:5,6,15 170:15 178:22,24 191:21 recording (4) 9:10 161:17 178:25 188:5 recordkeeping (1) 13:17 records (3) 9:18 13:3,18 15:19 157:25 161:1 red (2) 100:24 101:8 redaction (1) 2:18 reduce (1) 41:4 reducing (3) 54:12 55:3,7 reed (15) 186:16,18 187:16 188:6 189:9,10,17 191:3,18,21 192:11,21 193:4,16,23 reeds (1) 188:3 refer (13) 22:10,12 28:25 36:6 127:8 138:18 142:24 145:7 157:13 178:7 184:21 195:11 212:13 reference (23) 79:18 81:15,18,21 83:6,12 84:5,16 90:25 98:23 105:21,22 106:2 113:13,24 146:21 205:6 206:1,23 212:18,20 213:4,5 referenced (2) 41:6 46:4 references (2) 81:22 121:5 referred (15) 6:19 23:25 58:19 60:14,14 61:6 81:25 123:6 127:2 139:12,13 185:2 195:14,15 212:17 referring (4) 93:5 135:3 146:22 182:6 refers (1) 189:15	reflect (1) 111:10 reflects (1) 140:16 reform (2) 91:7 98:24 refresh (1) 29:25 refurbishment (20) 66:4,5,17 69:22 80:25 90:24 102:9 121:3 128:19 129:4,10 131:9 132:8 150:14 185:18 197:12,17,18,21 213:5 regard (1) 153:20 regardless (1) 47:7 regards (1) 63:24 regeneration (1) 52:8 regime (2) 132:12 184:14 registered (1) 68:17 regs (1) 105:1 regular (1) 162:10 regularly (1) 187:2 regulation (1) 198:23 regulations (18) 24:3,3,6 29:23,24 91:6,9 103:3 138:21,23 150:25 197:14 198:15,20 206:16 207:11,14,15 regulatory (6) 24:2 91:7 98:24 139:4,13 196:14 reiterate (1) 112:9 related (4) 102:8 185:11 186:4 189:21 relating (11) 13:3,18 24:11 81:16 98:10 117:25 128:19 129:3 188:8 192:5 215:11 relation (18) 19:11 20:25 23:20 57:10 61:24 71:19 74:13 84:23 92:9 102:22 103:9 106:1 115:2 119:17 124:20 186:7 191:23 214:3 relevance (2) 2:17 142:11 relevant (5) 6:2 7:4 12:13 14:12 52:14 reliable (3) 51:20,21 52:6 relied (1) 71:9 relying (2) 26:15,18 remain (2) 4:14 99:4 remainder (1) 121:3 remaining (2) 4:13 130:23 remains (1) 15:1 remember (85) 11:21 12:19,22 13:5,7,8,15 19:4 22:23 23:8,13 24:12,13,21 37:18 46:23,25 51:5 61:18,19 63:9 68:18,21 70:6,13,15 72:20 73:18 76:21 77:8 90:6,7 91:11 97:20,25 98:7 100:7 107:12 112:1 113:7 114:12 115:8 119:1,2 120:10 125:17 127:20 130:4,13 139:11,23 147:21,24 159:5,6,24,24,25 160:8,24 163:20 164:2	165:2 166:1,2,4,7 168:11 174:20,23,25 175:9,10,24 183:11 188:7,13,25 189:2 192:6 213:25 214:5,6,7 215:10 remembered (2) 112:20 154:23 remembers (2) 161:14 174:3 remind (4) 10:6 187:11,11 193:11 reminded (4) 50:16,24,25 51:2 reminder (2) 113:15 114:4 remit (4) 36:18,21 37:2 185:20 remove (1) 130:1 removed (1) 97:7 rep (1) 64:17 repairs (1) 212:21 repeat (1) 94:9 repeated (2) 82:16 121:5 repeatedly (2) 81:24 121:9 replacement (6) 133:11 135:12,13 147:12,20 148:13 reply (2) 40:18 140:18 report (43) 16:3 18:18 57:16,18,19,20,24,24 58:4 62:16,16 66:20,20 70:2,5 73:23,25 74:3,15,23,23 75:1,1,4 76:19,20 77:2 92:11,17,18 94:22 95:1,4,9,10 96:1,14 97:20,25 102:10 162:12 196:4 198:11 reported (1) 197:4 reporting (3) 79:7 197:5 198:19 reports (7) 57:8,11,14,18 62:20 74:24 204:2 represent (3) 8:16 46:14 68:5 representative (1) 203:10 represented (1) 13:23 request (5) 1:24 109:6 112:3 141:1 143:13 requested (1) 108:21 require (1) 96:24 required (9) 23:22 71:2 107:15 120:12 123:8 194:7 197:2 198:8 208:9 requirement (11) 120:15 121:21 133:10 138:19,20 139:13,14,17,20 151:18 196:14 requirements (13) 28:18 31:8 54:14 69:2 119:9 122:13 190:16 206:10,14 207:1,9,11 208:2 requires (1) 141:5 reschedule (1) 5:16	rescue (1) 99:8 research (2) 25:6 128:13 reserve (1) 3:5 resident (1) 122:25 residentfocused (1) 122:23 residential (2) 99:2 126:12 residents (12) 6:3 38:9 99:4 120:15,18 122:9,11,17,19 123:14,18 124:20 residual (1) 87:3 resist (1) 179:10 resolution (2) 44:15 193:17 resolve (2) 105:12 107:12 resolved (4) 53:12,13 78:9 103:6 respect (12) 6:8 11:14 15:6,18 48:6 115:14 121:2 177:15 184:22 186:7 212:6 213:17 respectively (1) 5:12 respond (5) 3:8 143:14 144:18 145:5 147:25 responded (8) 90:2 103:25 108:19 111:1 115:21 145:1,24 147:7 responding (1) 146:1 responds (2) 87:11 192:22 response (27) 36:2 64:10 88:6 90:8 92:24 107:9 109:14 111:7 114:15 115:5,7,16 116:19,21 143:5,6,12,17,18 144:20,24 145:11,15 146:19 147:5 174:19 189:17 responses (3) 87:23 107:25 114:17 responsibilities (1) 71:10 responsibility (11) 13:9 37:10 62:3 70:24 71:6,25 72:2 81:5 187:4 193:19,24 responsible (10) 61:15 62:2,22 71:18 120:9 123:12 190:14 194:22,23 203:10 responsibleinvolved (1) 190:4 rest (5) 7:22 90:12 108:20 119:24 167:6 restarted (1) 27:1 rests (1) 193:18 result (4) 5:6 125:15 129:11 148:16 results (2) 123:19 124:4 resume (6) 3:22 46:18,22 116:12 117:23 192:2 retain (2) 12:4 13:3 retained (5) 60:25 61:13 119:15 120:11,14 retaining (1) 120:10 retardance (15) 133:10	136:15 137:3,11,12,14,22 138:19 139:8,19 141:5,19 151:18 152:3 174:9 retardancy (2) 136:23 177:8 retardant (6) 133:13,20,24 147:13,20 148:13 retrieved (1) 14:9 retrofitting (5) 131:2,8 132:3,9,21 return (2) 62:4 124:24 returned (1) 16:4 returning (1) 4:16 review (5) 141:2 164:21 184:2,6,8 reviews (2) 157:16 158:12 revision (4) 25:18 90:18 91:12,13 revisit (1) 117:16 revisited (1) 27:1 rewire (1) 212:15 reynobond (4) 24:11,17 133:18 160:23 riba (2) 63:20 85:25 rid (1) 11:25 rightand (3) 85:18 183:21 208:7 rightly (1) 108:5 rip (1) 15:8 rise (2) 3:20 117:13 risers (1) 193:6 risk (30) 34:15 38:18,19 39:4,17,19,19,24 40:1,7,8,9,11,14 41:4 98:12,22 99:10,22 100:3 101:1,8,9 102:22 104:9 112:4 114:14 155:4 196:7 201:20 risks (1) 30:7 road (1) 82:18 robust (1) 128:20 robust (1) 35:11 role (41) 24:7 25:5,12,14 30:2,6,10 58:12 60:21 65:1 72:15,25 79:11 80:8,16 81:5 82:5 119:6 122:8,24 135:19 148:6,9 186:24 188:6 190:3 196:4 198:4 199:7 200:24 201:14 202:18 203:2,3,9,21 204:6,7,8,12 207:5 roles (2) 71:1 208:5 rolling (1) 59:13 roof (1) 134:9 roofmounted (1) 129:18 room (8) 156:20 157:20,22,22 159:22 165:14 176:7 181:5 rooms (4) 156:25 157:3,23 160:16 round (2) 80:2 194:20 row (4) 16:11 183:23 207:22 208:3 rowan (10) 195:24 196:8,17 198:10 201:18 204:5 210:18
--	---	--	---	--	--	---

211:9,11 213:24	sat (6) 109:23 115:9,24	16:6,7,9,11,16 17:21	178:23 179:23 189:10	show (14) 41:5 60:5	185:18 192:24	201:1
rumble (1) 124:7	116:3 117:4 187:5	23:18 24:2,10,15	sending (4) 71:14 93:20	83:2 91:3,18 102:6	site (52) 11:4,4 44:7	soon (5) 2:19 6:11 58:7
run (6) 2:6 32:18,25	saturday (1) 4:7	26:7,14 27:2,6,18 29:4	94:22 142:22	143:8 162:25 171:1	109:2 112:24	110:3 114:15
35:19 38:10 97:17	save (2) 46:11 167:8	32:19,21 33:1 36:3,19	sense (6) 34:14 40:24	186:17 188:4 191:1	145:16,20 150:19	soonest (1) 36:20
running (2) 83:11 191:7	saved (2) 59:16 167:10	38:1,13,21,21 39:2,7	155:16 177:15	193:3 213:3	156:8,18 157:1,7,8,18	sort (16) 9:4 21:23 29:7
runup (1) 128:4	saving (9) 46:6 47:5,10	40:18,23 45:22	203:18,19	showed (3) 22:18 88:16	158:6,16,20 159:14,16	39:7 52:9,19 81:4 97:2
ryd00004204 (1) 48:10	48:14,20,21,23 163:9	48:13,15,17 51:13,20	sensible (1) 7:16	122:7	164:19 165:8,8 168:13	108:17 135:14 137:15
ryd00005374 (1) 37:20	167:14	52:12 53:11,20 57:18	sensitive (3) 149:9	showing (9) 33:13 38:18	175:18 195:25 196:24	175:10,22 179:6
ryd000053741 (2)	savings (7) 40:13 46:4,8	60:13,18 62:15,20	150:1 151:10	39:4,17 40:7 49:19	197:2 201:24,25	200:15 201:13
38:23 40:18	48:3,6 49:5,5	63:15 64:14 68:25	sent (21) 25:20 32:19	93:11 202:15 213:6	202:2,8,24	sorted (1) 110:3
ryd000053742 (2)	saw (16) 26:6 27:20	71:12 74:9 76:2,6	63:19 64:20 69:6 90:8	shown (10) 39:14,23	203:3,11,12,18	sought (2) 156:14 173:6
38:10 39:1	58:4 83:1,25 94:1	78:3,16 79:15,24 84:6	96:13 97:19 99:11	49:2 77:2 81:20 96:3	204:1,2,6,12,15	sound (3) 7:15 144:25
ryd00018299 (1) 79:18	100:7 104:10 125:19	85:19 86:3,23	109:8,12,16 110:17,18	142:23 193:21,22	205:17 208:18,24	168:7
ryd00023468 (1) 141:14	130:16 139:19 146:20	87:13,17,21,24 88:25	142:14 147:18 177:20	195:13	209:3,9,11,17,19,19	sounding (1) 34:20
ryd00043476 (1) 110:6	154:24 198:25 206:17	90:12,20	191:4 192:15	side (8) 41:14 80:17	210:3,8	sounds (3) 34:12,19
ryd00075860 (1) 87:8	207:14	91:12,14,15,15 97:3	211:12,14	97:8 158:16 185:11	sitting (9) 11:11 116:25	44:22
ryd00075861 (1) 88:14	saying (29) 23:5 24:23	98:3 99:22,24	sentence (9) 20:21	201:10 208:7 210:2	144:13 159:18,22	soundes (6) 22:7 23:12
ryd000758612 (1) 90:18	44:11 45:23 46:15	100:20,23,25	40:25 76:10,13 95:25	significance (1) 101:21	160:17 175:11 179:7	24:15 37:25 40:21
ryd000758613 (1) 90:19	58:17 62:25 68:18	101:1,4,10,15	101:21 108:10 134:23	significant (8) 4:18	191:20	63:19
ryd000758614 (1) 90:22	80:22 93:12 95:2	102:19,21 103:11	147:10	100:2,8,15,18 102:17	situation (3) 9:3 52:11	south (1) 125:12
ryd000758615 (1) 91:8	107:23 109:23 111:9	104:4,8,13,19,20	separate (4) 100:9	186:25 208:14	122:18	space (1) 93:9
ryd000758619 (1) 92:4	116:23 133:23 135:25	105:24 106:6 107:24	138:9,10 152:21	significantly (1) 17:10	six (2) 125:15 146:23	span (1) 8:24
ryd00075983 (1) 92:25	136:11 140:16 145:6	110:16,17 111:9	separately (1) 153:8	signing (1) 72:15	size (1) 132:7	spanning (1) 2:5
rydon (77) 1:18 16:8,13	163:20 171:24	115:16,20 120:8	separation (1) 153:13	silcock (2) 198:10	sketching (1) 96:24	speak (2) 80:19 145:22
18:3 19:22 30:8 32:23	172:21,22 173:19	122:6,23 128:3,6,6,25	september (23) 19:1	212:14	sketchy (1) 151:10	spec (2) 141:2 192:17
33:3 41:16 43:8,18	178:16 179:8 183:1,4	134:21 135:16 136:3	27:7 30:5 43:2,7 57:22	silly (1) 168:7	skilled (1) 203:25	specialisation (1) 211:6
44:12,16,23 45:6	scale (1) 47:18	137:5 139:19 140:16	58:8 79:16 81:23	silver (1) 160:23	skills (2) 207:13 213:4	specialism (1) 29:8
46:13,15 47:5,24	scan (2) 83:5 167:7	142:13,18 144:21	91:19 102:4 126:5	similar (11) 37:16 70:5	skip (1) 202:5	specialist (10) 29:7
48:1,5,11	scanned (4) 1:24	149:16 151:2	130:25 149:3	90:14 91:22 95:3	sl (5) 76:11 77:5,12	31:21 145:7 185:21,25
49:3,5,6,14,20,23 78:2	161:21 167:12 168:23	160:14,20 161:10,12	150:13,16 154:5	122:18 128:17	78:21 79:5	190:10 196:22 200:3
82:6 84:3,7,11,19,22	scanning (2) 163:8	165:18 170:12 171:2,3	156:3,6 163:1	129:7,18 151:14 210:5	slate (1) 134:10	209:19 210:4
85:13 87:11	167:13	172:2,18 173:1,10	191:5,8,9	similarity (2) 150:9,9	sleeving (2) 193:6,7	specialists (2) 172:16
102:10,11,14 105:4	scant (1) 61:23	176:21 182:11 183:4,8	serious (2) 146:25	similarly (1) 106:2	slightly (7) 55:19 62:6	200:3
106:5 107:5,16,19	schedule (2) 24:3 41:4	187:15 188:2,17,20,22	153:11	simon (59) 33:2 35:3	68:25 72:23 127:5	specific (6) 26:8 107:25
112:6 115:6 123:18	scheduled (2) 3:4,12	189:4 191:5,9	service (4) 99:8	37:24 40:19 77:5,11	201:12 212:16	183:4 191:23 203:12
124:4 130:1 138:14	scheme (10) 27:1 38:8	192:12,14,21	190:15,17,18	78:4,7,25 79:22	slipped (2) 81:17 83:19	213:4
141:6 145:9 147:1	41:19 54:23 59:4	193:5,6,8,9 196:18	services (10) 33:8 62:9	81:15,23 83:12	smith (1) 193:4	specifically (14) 19:21
152:15 153:2 154:20	92:21 112:18 203:23	197:10 198:21 199:6	63:18 84:25 86:1,7,21	84:2,14 87:2 105:15	smoke (1) 160:23	26:20 53:11,12 57:10
156:11,14 157:2	210:12,13	201:4,15 202:14 205:2	87:1 204:13,16	106:5,10 108:18,22	smooth (1) 21:22	73:18 90:8 94:19
159:20 160:4,5 174:2	scope (13) 55:2,3 62:9	206:3,4,20 207:3,22	session (3) 35:22 61:10	109:4 110:9,13	social (2) 185:11 197:22	113:8 118:20 130:19
177:10,18 178:1	68:11 101:18 104:17	209:8,14,16 210:20,22	130:6	113:8,14,21 114:2,15	soft (3) 59:20 164:8,20	158:19 162:19 213:12
182:6,18,21 196:3,21	106:16 186:23 187:12	211:13,15,20,22	set (8) 64:2 159:2	116:7,22 141:15,17	solicitors (3) 1:13 2:16	specification (35) 20:24
209:7,17,18,24 210:2	188:6 189:20 191:13	212:9,25 213:15 214:1	163:25 164:2 195:2	143:5,7 144:22	9:20	21:16 23:6,9
rydons (9) 15:24	195:9	seeing (10) 24:14,21	204:22,24 206:20	145:1,13 146:19 147:7	solid (1) 136:1	25:1,16,18 27:9
16:16,21 17:6 18:2	scoping (1) 190:16	70:13,15 90:6 91:11	sets (5) 16:4 63:14	152:15 153:10,17	solution (3) 188:8	29:2,9,18 30:1,20
21:22 77:21 78:1	score (2) 212:6,13	93:13 161:14 164:5	141:7 191:7 198:4	155:14 160:6,8	190:5,23	54:11,19 69:17 75:5
400:4	scoring (1) 6:3	171:19	setting (2) 147:25 187:1	162:2,8 170:25 172:18	somebody (13) 56:15	89:14,20 133:14
	scotland (1) 126:10	seek (2) 141:6 188:1	seven (1) 109:7	175:3 177:18,21	58:11 60:21 81:1	138:3,25 141:9 142:14
	scratches (1) 35:11	seeking (2) 43:18	several (3) 13:6 25:7	178:14 179:14 180:12	114:23 115:1 118:23	173:8 186:11 198:15
	scroll (3) 16:11 35:18	186:22	78:6	187:10 188:18 191:4	129:16,20 136:21	199:12,23 200:10,12
	192:20	seemed (2) 21:6 47:20	shall (1) 204:25	simple (3) 72:4 108:4	147:22 148:3,4	205:5,15 206:1,22
safety (29) 24:13,25	se (2) 190:4 194:22	seems (2) 81:17 92:18	share (2) 41:22 59:23	180:3	somebodies (1) 169:13	specifications (2) 57:10
30:15 31:7 57:10,12	sea00000169 (1) 25:17	seen (31) 9:1 25:24,25	shared (1) 84:11	since (1) 10:14	someone (2) 114:19	208:1
66:11 69:21,22 70:1	searched (2) 60:13	34:15 62:16 66:13	sheet (1) 183:1	single (3) 6:18 112:1	202:2	specified (3) 26:11
71:4 88:11 91:7,20	170:4	69:24 73:9 88:22	shirk (1) 81:4	134:11	something (57) 1:7 11:8	199:11,22
93:19 95:17 97:14,18	second (30) 3:9 5:1	90:14 93:11 95:13	short (5) 56:6 118:7	siobhan (1) 124:7	17:3 27:24 29:16 32:6	specify (1) 141:3
98:2 99:11 102:13	32:24 33:11 37:23	96:4,5 98:1 109:5	181:2,11 213:17	sir (68) 1:3 6:21	36:17 37:2,6 39:12	speculate (1) 115:11
127:22 132:11 146:25	38:4 39:1 40:25 67:24	116:11 121:5 134:16	shortcomings (1) 196:3	7:1,8,14,20 8:2,6,8,11	41:20 51:16 52:8	speculating (5) 9:14
190:19 196:4	90:17 91:14 96:18	144:6 146:16 149:23	shortly (4) 37:15 113:7	10:1,3,6,9,12,18,21,23	57:21 69:17 70:19	83:20,21,23 134:17
197:15,19 199:14	107:7 111:10 133:2	165:10 171:25 172:17	153:8 206:6	11:6,14,18,21	80:6 81:1,9 86:12	speculation (2) 113:8
same (31) 25:19,20	138:18 147:10 155:8	176:3,9 177:6 184:17	should (37) 3:11,12	12:3,14,18	91:11 92:3 106:17	137:6
79:21 88:17 92:18	156:2 166:20 177:23	199:2 204:20	6:23 7:2,21 11:7,9	55:15,18,25	107:25 108:11 109:11	speedy (1) 2:17
93:24 94:4 95:9,10,23	178:5 191:11 195:2	selected (2) 42:7 49:13	13:25 20:14 21:8	56:4,8,13,17,19 67:15	112:6,19,25 121:15	spell (3) 142:2,3,5
96:4,7 97:4 104:1,9	198:3 205:4,12 206:21	selfisolate (1) 5:6	27:16 28:12,13 30:3	80:11,18 81:12	124:11 130:11 133:8	spelled (2) 161:7 162:20
136:10 140:20 141:15	208:3 210:24	selfrefer (2) 122:20	37:2 50:7 61:22 72:14	113:1,9 117:18,21	137:1,13,15,21 138:25	spelling (5) 141:22
151:7,17 156:12	secondlast (2) 35:24	123:5	77:25 79:14 80:6 83:2	118:3,9,11 140:1	139:2 141:7 145:18	142:1,8,10,11
166:13 178:2,15	193:16	seminar (4) 126:22	95:3 96:8,23 99:6	165:21	152:6 154:23 155:4	spelt (4) 141:23,24
187:14 189:18 199:2	secondly (2) 11:9	128:9 129:9,12	100:9,16 112:19	166:1,4,10,12,15,18,22,25	170:18 172:17 175:8	142:4,4
205:6,14 211:1 212:6	109:25	send (18) 71:20	114:3,17 128:21	168:7 174:23	179:5 182:14,16,23	spend (1) 38:8
sample (3) 38:15	section (3) 106:24	72:19,20 73:1,3,17	155:22,24 156:13	175:2,9,16 180:25	186:16 189:22 194:16	spent (1) 141:21
153:4,5	152:11 213:19	87:11 94:7	190:22 214:25	181:9,13,16 214:13,16	195:16 199:17 206:17	split (5) 131:16,18
samples (1) 23:10	see (177) 1:19 2:4	99:13,15,16 102:9	shouldnt (4) 72:14	215:2,10,16	sometimes (1) 182:19	208:10,12 211:2
sanction (2) 86:10,12	7:3,25 9:5,10	103:24 109:6 164:20	115:11 187:12 194:16	sit (4) 54:17 104:2	somewhere (2) 129:21	spoils (1) 40:24
sasha (2) 61:2,3						

spoken (3) 61:8 111:2,7	steve (4) 33:3,7,9 48:11	substance (3) 3:9 15:22	102:2 106:22	26:2 27:20 46:4 57:9	196:21 202:3 205:25	thursdays (1) 33:6
spotted (1) 199:17	still (25) 4:23 10:12	85:22	129:12,15,17,23 132:2	69:3,7,12,12,19	208:1	tickbox (1) 134:10
spread (12) 23:15,17,22	19:20 20:4,7 39:6,14	substantial (3) 6:23	135:4 161:21 163:8	70:8,12,16,18,21,23	therapist (3) 120:24	ticked (1) 186:9
74:11,14 77:1 92:6,10	63:4 67:18,20 85:6	47:20 55:13	167:8,14 168:4,23	71:3,7,12,15,18,20	121:1 123:7	tidied (1) 11:23
128:18 129:3 130:14	92:23 93:2 98:8 105:5	subtopic (1) 214:10	173:8	72:6,16,22,24	therapists (1) 120:17	tidy (1) 58:14
153:1	107:24 109:13 131:14	successful (1) 211:13	systems (3) 131:12	73:12,17 74:1	therapy (1) 120:15	tied (1) 78:8
spreadsheet (8)	149:6,9 150:23 174:13	sufficient (2) 96:23	208:15 209:5	76:8,14,15,22,25 88:8	thereafter (1) 74:4	tier (3) 196:5,17 209:18
58:15,19,22,23 59:7	195:15 202:10 214:10	97:12		89:22 94:15 95:3,24	therefore (6) 5:7 18:17	tile (1) 134:10
68:9,23 138:11	stock (4) 129:7 131:2	sufficiently (1) 112:6		96:8 141:2 158:3,4	40:15 57:8 96:8	timber (6) 101:14
sprinkler (1) 131:12	134:7 135:10	suggest (15) 3:10,14,20		182:6 204:11,12	187:19	104:24 105:17,19
sprinklers (5) 131:2,8	stokes (10) 97:6,9	4:16 22:15,16 37:6	table (15) 16:2 24:19	206:13,21 207:6	theres (10) 17:23	106:1 134:12
132:3,9,21	98:13,15,22 99:3,23	73:6,14 114:8 134:4	51:18 71:22	208:17 210:21 212:2	54:19,22 68:21 81:14	time (109) 1:21
square (3) 135:5	102:12 105:16,18	141:6 155:12 176:1	159:19,19,23	213:9,17	109:9 138:25 139:1	4:4,6,25 5:17 10:12,24
138:7,8	stood (4) 49:21 69:23	177:9	160:17,19 174:25	tenderes (1) 204:23	179:6 203:24	12:3,9,25 14:3,9,16
stack (1) 6:23	163:22 176:10	suggested (4) 3:19 19:7	175:11 176:8 178:12	tenderers (6) 25:21	theyd (12) 17:7 18:16	16:21 19:8,9,11,17
staff (1) 128:21	stop (5) 40:24	128:12 187:10	207:21 210:21	26:4 27:9,22 71:2 73:8	26:11,12 41:19 57:16	25:24,25,25 32:9
stage (37) 28:6 30:7,21	117:18,22 214:13	suggesting (5) 36:18	tablet (1) 201:1	tendering (1) 26:23	72:9 87:4 134:19	39:13 43:25 44:18
34:1 55:20 57:20,23	215:3	39:9 44:4 157:10	tag (1) 158:6	terminology (1) 185:24	147:25 199:1,2	45:6,17 46:19,20
58:4 62:16 63:14,23	story (5) 32:14 50:2	183:13	tailored (1) 209:8	terms (22) 12:15 20:24	theyll (1) 202:11	47:24 48:1,12
66:20 74:1,4,22,23	78:10 85:5 87:9	suggestion (3) 36:21	taken (20) 6:19 11:12	21:7,16 23:25 26:11	theyre (7) 18:9 72:10	49:12,17 52:4 53:5
75:1,1,4,9,13	straight (5) 70:8 109:17	37:1 132:2	14:8 37:8 49:7 65:1	62:9 72:4 80:25 93:10	92:23 100:24 116:5	54:4 57:4,5 58:5,7,14
76:8,14,15,22,25 78:2	143:25 144:16 167:10	suggests (2) 108:7	75:20 101:2,15	115:25 120:13 133:22	123:3 200:18	61:21 62:24,24 63:1
82:20 85:25 96:15	straightaway (1) 109:8	166:20	103:4,11 104:15 127:2	140:9 175:20 187:18	thing (8) 3:9 5:23 7:23	65:23 66:1,7 68:21
117:3 119:3 170:9	straightforward (1)	suit (1) 21:1	129:11 143:20 144:8	195:4 201:9,21 205:10	32:2 76:9 79:21	72:13 76:24 81:8
182:12 185:4 187:10	145:5	suitable (1) 96:10	145:21 178:7 183:24	207:13 212:7	135:14 138:10	83:1,9 85:6,6 86:7
193:11	strategies (3) 57:11,12	sum (6) 17:17 36:4,20	212:5	terry (4) 63:12 64:24	thinking (11) 34:18	89:22 95:5,8,13 96:2
stages (3) 63:20,24	66:2	37:12 48:9 86:5	taker (1) 162:10	65:8,12	56:12 65:21 68:11,21	107:5,7,18 108:8
78:12	strategy (32) 66:11	summarise (1) 34:22	taking (6) 7:22 22:23	terse (1) 191:14	80:7 86:18 88:22	109:5 112:18 113:6
stakeholders (2)	69:21,22 70:1 75:17	summary (2) 184:2	30:10 107:12 127:5	tested (1) 5:5	95:17 98:5 151:16	114:9 121:11 124:7
190:12,13	76:8,14,18,22,25	191:7	139:25	texture (2) 32:10,12	third (10) 40:23 45:22	126:4 127:17 130:24
stand (2) 51:16 105:10	77:24 80:25 82:23	summer (1) 133:19	talk (12) 21:20	textured (2) 21:23	79:4 102:6 140:25	131:6 132:22
standard (2) 54:24	88:3,7,8,12 91:21	sums (1) 16:12	22:2,5,24,25 55:22	41:11	147:10 192:3 193:9	135:14,20 136:10
196:6	93:3,19	sunday (1) 4:7	117:24 128:14 157:7,9	thank (51) 6:21 7:24	206:7,24	144:5 149:6 150:18,21
standards (3) 141:4	94:8,11,14,16,19,22	superseded (2) 93:3,13	200:19 215:10	8:1,2,11 9:24 12:18	thorough (1) 191:25	152:3 153:2 155:17
146:8,10	95:2 97:11,14,18 98:2	supervising (1) 3:6	talked (4) 61:20 75:3	30:22 32:13 39:3	though (8) 10:23 35:12	158:21 159:9
standing (3) 163:6	99:1	supervision (2)	155:3 209:7	49:11 55:18,24,25	44:9 64:11 77:25 95:1	161:19,20 162:12
164:2 168:11	strenuous (1) 2:12	204:13,16	talking (15) 21:19	56:3,4,19,21 67:13	122:23 195:9	164:4 167:15
start (17) 2:18 3:4 8:15	strictly (1) 184:12	supervisors (6)	32:15 53:11 58:21	73:19 81:12	thought (35) 7:4	169:12,18 170:21,24
22:5 37:23 45:20	strike (2) 17:10 175:22	209:17,19,20	66:18 67:3 92:23	91:5,23,25 113:9	11:2,7,24 12:13 29:19	172:22 173:19 174:22
50:5,9 55:13 56:23,24	string (1) 111:9	210:3,3,4	113:7 114:13 120:12	117:21	34:15 36:25 47:17	176:3 178:6 182:10
133:2 135:17 150:12	strongly (1) 177:9	support (2) 120:18	125:10 138:14 157:20	118:2,3,5,10,13	64:4 66:23 67:11	188:7 193:5 204:4
161:3 164:11 195:22	struggled (1) 64:10	187:20	181:3 203:23	166:25 175:16 180:25	77:18 80:20 91:25	212:5
started (11) 19:1 35:20	struggling (2) 187:23,24	suppose (1) 98:9	talks (2) 38:3 67:23	181:5,7,9,15,16,18	111:4,20 112:11	timed (1) 140:20
49:23 56:16 61:20	studied (1) 93:21	sure (39) 4:9 6:10 12:25	tallied (1) 60:4	186:6,12 195:20	115:18 134:16 137:17	timely (2) 73:12 103:25
69:1 94:6 155:19	studies (1) 213:3	29:15 58:20 60:3	tangible (1) 121:16	214:8,15	139:19 151:25 159:6	times (11) 76:1 78:6
157:22 159:8 175:21	studio (27) 26:15,20	62:3,23 70:20,25	targeted (1) 74:8	215:2,9,13,14,16,18	168:13 170:17,21	82:2 98:13 111:2,8
starts (2) 4:2 188:19	27:15 28:12 33:3	71:1,11,18,25 72:5	task (1) 191:11	176:19 177:14 180:4,5	176:19 177:14 180:4,5	115:15 125:8 152:16
stated (2) 21:3 142:22	57:8,9,12,15,17 58:3	79:11 80:10 88:4	taxonomy (1) 185:19	thanks (1) 2:12	187:3 201:5 209:1	180:18 203:12
statement (59) 8:17	61:8,15 62:6,8,11	94:12,21,23 103:12	team (25) 2:12 7:2 73:7	thatll (1) 215:13	210:11	timetable (5) 4:25
20:18 25:9 30:23,24	63:3,4,9 64:4 70:2,9	119:8 120:3,4 133:14	77:19,20 78:1 79:11	thats (67) 10:9 12:17	thoughts (3) 41:15	5:8,20 7:6,12
31:2,3 42:11 52:21	88:18 118:23,24	155:10 164:4 165:10	80:8,10 84:5 124:5	15:6,21 17:17 34:21	155:12 170:17	timetabling (1) 5:21
56:25 74:17 90:24	121:20 122:2	169:16 176:12	128:23 150:19 157:25	35:1 37:24 38:24	thread (1) 21:11	timing (2) 149:10
98:17 99:20 102:5	stuff (2) 93:3 201:10	178:4,6,18,24 184:23	158:11 178:1,1 184:22	39:11 40:2 46:17	three (6) 10:17 111:25	160:14
111:17,19 112:7,10	stumbling (1) 114:16	199:11 210:6 215:8	185:3,13,14,23,23	50:10 55:17 56:18	139:16 187:15 190:24	title (1) 204:15
117:5 122:7 126:22	style (1) 50:9	surely (3) 154:25	186:1,2	60:1 70:3 72:3 75:7	209:6	tmo (87) 1:13 2:8
127:4,7,9 142:19	subconsultant (1) 64:5	177:22 178:9	technical (4) 144:9	79:2 89:4 91:16,17,23	threeyear (1) 175:20	4:15,22 6:6 9:21 10:7
145:10 152:9	subconsultants (2) 58:3	61:14	145:2,3 172:14	93:12 94:25 97:23	threw (1) 36:21	15:1 19:1 27:7 29:22
154:1,6,7,10,13	61:14	surface (1) 23:22	technique (1) 54:7	102:15 105:20 111:14	through (24) 3:24 4:6	30:9 40:13 42:6 44:9
155:8,21,25	subcontractor (2) 47:23	surprise (2) 49:25 153:7	technology (2) 54:8,20	114:5,12,21 116:15	26:7 27:6 42:25 43:6	48:2,7 49:6 53:2,16,24
156:3,3,4,6 161:2	202:1	174:20 187:6	telephone (1) 103:23	119:19 120:5	46:7 47:11 69:8,9	61:15 62:1,21 66:12
162:4 163:1,3,14	subcontractors (1)	survey (2) 122:11 124:4	television (2) 125:19	121:4,14,22 124:25	71:15 82:9 83:5 97:1	69:1 70:20
168:20 171:2,17 172:4	78:22	suspect (21) 40:1 44:15	149:23	125:4 126:24 127:5	104:3 106:11 115:25	71:6,18,19,20 72:5,15
173:2,13 176:3,4	subject (17) 2:17 3:3	46:17,21 51:1 58:5	telling (7) 31:14 42:5	129:8 132:17 134:18	121:5 132:16 133:19	73:7,16 74:21 84:25
184:16 186:22 195:22	15:3 56:23 71:12	95:19 96:5 103:19	113:3 117:7 135:22	136:13 137:15 152:9	155:13 164:7 170:4	85:17 93:2,7 99:9,23
198:2,3 211:23	77:10 96:19 103:22	108:17 115:24 116:3	186:21,24	157:9,16 158:2,11	193:6	100:13 102:20 105:9
statements (9) 8:16	106:9 110:10,21	119:4 121:12,15 135:7	temporary (1) 61:1	159:23 166:9 168:15	throughout (3) 62:18	120:9,14 123:12,20
13:17 15:5,17 98:12	141:16 149:9	136:1 148:21 149:21	ten (1) 147:14	169:21 172:17 174:22	80:1 208:10	126:4 127:18 128:5,21
112:14 125:9 152:7	192:5,6,11 193:7	157:9 182:22	tenancies (1) 120:1	175:14 180:9,19 184:3	throw (1) 140:8	129:6,7 131:18 136:22
155:6	submitted (1) 103:2	swap (1) 42:25	tenant (1) 1:5	208:19 210:19 213:9	thrown (1) 10:16	145:9 149:2,13,14,15
statutory (2) 91:6	subsequent (2) 166:5	sweep (1) 4:13	tenantsresidents (1)	214:25	thrust (1) 168:12	150:1 154:21 159:20
139:13	180:6	sweepup (1) 214:21	123:4	theirs (1) 42:1	thursday (7) 3:24	161:9,21 163:6 166:23
stay (2) 93:7 99:3	subsequently (3) 93:8	sworn (2) 3:11,21	tend (1) 194:2	themselves (8) 4:16	5:7,11,14 6:4 35:23	167:24 169:14
steps (2) 11:15 183:23	153:21 180:7	system (17) 28:7 41:24	tender (60) 6:3 16:2,12	41:16 85:14 123:18	36:2	184:2,6,7 190:19,20
			17:12,17 19:15,17			

195:24 196:9,11 198:8 204:11,22 205:8,24 209:21 213:7 214:2 tmo000088718 (1) 152:10 tmo000088719 (2) 153:15 161:3 tmo0084036415 (1) 20:19 tmo0084036428 (1) 57:1 tmo0084036434 (1) 42:12 tmo0084036442 (1) 98:18 tmo008403647 (2) 30:24 195:23 tmo0084231212 (1) 102:5 tmo0084231215 (2) 156:6 163:2 tmo008473378 (1) 198:5 tmo00851142 (1) 32:17 tmo008511421 (1) 35:19 tmo008511422 (1) 33:11 tmo0085369714 (1) 142:20 tmo008536977 (1) 184:17 tmo00855925 (2) 63:11 67:12 tmo00858290 (1) 106:4 tmo00866580 (1) 126:24 tmo10006200 (1) 211:10 tmo100062002 (1) 212:9 tmo10012526 (1) 102:16 tmo1001252610 (1) 104:5 tmo1001252611 (1) 104:23 tmo10040126 (1) 128:3 tmo10042446 (1) 99:20 tmos (3) 13:9 158:1 196:23 today (7) 2:20 6:17,20 118:16 144:5 169:4 214:23 today (2) 1:4 14:16 together (19) 30:14 31:21 32:25 52:25 76:1 95:16 100:11 115:9,10 116:25 117:4 133:9 137:2 149:18 151:15 190:12 192:3 204:18 209:1 told (21) 5:3 13:8 35:2 64:4 67:3 84:2,14 95:5 118:15 121:25 132:14 147:14 151:24 155:14 165:22 166:19 169:17,21 170:18 193:23 211:13 tones (1) 155:6 tomorrow (8) 3:12 6:20 50:17 110:16 214:18,23 215:5,17	tone (2) 113:20 114:11 tonight (1) 214:12 too (6) 27:25 51:12,12 85:10 187:5 189:20 took (14) 11:14 12:8 46:17 58:11 60:21 61:1 73:15 130:6 143:1 150:2 165:5 166:15 176:13 198:8 topic (13) 18:24 50:3 53:21 55:12,13 98:8 117:14,16 124:22,23 150:1 181:19 214:10 topics (3) 69:10 112:10 133:5 total (7) 60:2 63:2,21 68:8 207:25 211:2,2 totally (2) 140:5 165:7 towards (2) 98:4 148:21 tower (31) 2:10,11 13:4 41:14 54:4 65:18 67:9 74:20 85:6 89:8 98:23 99:10,23 102:13 112:16 119:16 125:4 129:10 131:7,9 132:7,20 149:20 150:13 153:3 156:19,21 161:25 204:14 212:19 213:19 town (1) 127:13 trace (1) 27:6 track (3) 82:1,1,1 tracked (2) 91:15 189:23 trade (3) 22:9,18 24:16 trades (1) 54:22 traditional (6) 201:20 202:17 203:7,9,18 204:6 traditionally (1) 201:23 trail (1) 116:21 training (2) 33:5 129:2 transcript (4) 143:9 171:1 173:13 186:17 transfer (1) 123:7 treanor (1) 64:22 trespass (1) 137:5 trickle (1) 97:1 tried (2) 182:14,18 trouble (1) 98:6 true (5) 19:13 75:16 114:12 142:8 180:19 truthful (1) 8:17 try (7) 68:4 70:11 124:2 172:25 182:21 213:7 215:7 trying (11) 37:5 44:16 53:9 58:14 71:17 81:4 124:16 135:6 139:22 182:15 195:5 tuesday (6) 3:4,20 5:10,13 97:2 215:21 turn (11) 18:24 53:21 91:3 98:8 124:22 152:6 153:14 161:1 181:19 187:14 195:21 turning (1) 202:1 twenty (1) 127:16 twice (5) 177:2,3 178:18 180:16,17 twoandahalfyear (1) 89:6 twopage (2) 6:1,18	type (3) 151:14 164:19 203:3 typed (2) 87:24 168:8 types (2) 20:24 21:15 typical (1) 96:22 typically (1) 145:1 U ultimate (3) 43:12,14 116:11 ultimately (4) 25:14 40:2 61:9 71:24 unable (4) 115:5 127:1,11 192:25 unanimous (1) 43:18 unartistic (1) 189:4 uncharacteristically (1) 117:12 unclear (3) 58:14,16 155:23 underhand (1) 13:20 underpriced (1) 16:25 understand (56) 11:6 28:21,25 29:13 34:14,17 38:20 39:5,19,22 40:10 49:12,16 54:3,25 56:17 58:15 62:25 63:1 67:7,21 68:14,18 69:15 71:3 72:3 80:22 91:23 92:22 97:17 100:13 105:21 107:17 109:23 111:24 112:17 113:19 122:12,24 124:2 125:11 141:25 149:10 157:11 161:8 178:16 183:13,15 184:7,11 185:4 201:25 202:9,15 203:8,13 understanding (26) 17:8,14,19 20:23 21:3,14 23:14,21 25:8 35:1 38:25 40:9 42:16 62:10 69:18 72:12 102:12 119:5 123:13 124:19 165:22 170:20 182:11 189:22 198:4 199:6 understood (14) 29:17 39:24 49:23 55:10 63:3 66:8 69:14 92:1 121:20 122:7 130:13 152:23 153:5 191:14 undertake (2) 122:11 204:23 undertaken (1) 102:23 undertook (1) 123:18 underway (1) 208:14 unequivocal (1) 154:21 unfortunate (1) 7:9 unfortunately (1) 129:13 universally (1) 132:17 unless (5) 27:4 99:5 134:16 172:15 194:24 unlikely (1) 83:10 unlikely (3) 44:22 199:18 214:20 unrealistically (1) 17:6 unrelated (1) 5:2 unsatisfactory (2) 6:9,22	until (19) 3:2 5:6,14 15:1 36:5 43:1 49:19,20 58:2 82:20 103:6 119:4 121:6 142:23 150:3 151:18 161:24 208:6 215:20 unusual (1) 178:2 unwise (1) 3:16 update (2) 79:1 135:19 updated (11) 58:23 59:7,11 88:7,9 90:1,2,4 94:15,16 95:2 upgrade (1) 85:25 upon (1) 11:10 upper (1) 38:22 uppermost (1) 155:17 urgent (11) 50:15 110:10,10,10,21,21,22 113:15 114:5,5,6 usable (1) 132:2 used (14) 40:7 41:11,19 44:23 68:15 75:14 93:9 101:23 102:2 106:19,22 153:18 157:7 187:22 useful (9) 54:23 88:5 94:13 170:3,7,11 177:4 180:21 205:16 usher (1) 215:12 using (15) 19:2 46:10 76:12 77:6,16,16,22 78:4 108:9 117:1 174:4 200:18 205:6,25 206:22 usual (4) 55:20 84:19 117:24 167:7 usually (2) 103:18 158:9 utmost (1) 2:17 V valente (3) 83:16 132:25 133:4 validity (1) 65:3 value (18) 11:8 13:24 17:13 18:1,17 42:21 45:18 50:3 53:21,24 54:1,3,6 55:1,6,9 212:13,22 various (5) 10:13 98:13 142:3 195:25 197:23 vat (9) 63:21,21,25 64:1 67:18 68:9,15 86:5,8 ventilation (2) 129:12,15 verbal (3) 113:18 146:4,19 verbatim (1) 163:23 versa (1) 157:8 version (13) 25:20 50:23 69:20 72:10 87:22 88:3 94:11,20 101:4 102:17 164:23 182:4 183:10 versus (1) 38:4 vet (1) 182:3 via (6) 60:3 118:23,24 122:2 127:22 200:15 viable (2) 48:9 200:17 vice (1) 157:8 victoria (1) 2:15 viewing (1) 105:16 views (2) 131:11 132:1	virdee (4) 201:16 202:18 203:1 211:12 virtue (1) 110:2 visible (1) 45:3 visit (5) 37:16,21 41:9 97:2 105:16 visited (2) 44:25 45:1 visits (1) 37:19 visual (3) 206:2,4,24 visually (1) 41:11 volunteered (1) 127:21 W waited (1) 79:1 waiting (1) 114:6 waive (1) 15:2 wall (5) 23:23 73:22 75:15 101:13 202:4 walls (2) 26:12 147:16 wanting (1) 180:17 warn (1) 50:7 warning (1) 91:10 warrantied (1) 185:21 wasnt (69) 12:22 15:12 17:3,8 25:5,12,14 27:24 28:2 29:14 30:10,12 34:2,25 36:21 42:22 44:10 45:10,14 53:12,14 61:2 66:7,15 68:2,2 75:22 79:7 80:23 81:9 82:21 84:19 89:19 92:3 96:5 111:6 112:6,18 114:16 115:9 122:24 124:11 129:15,22 130:11 132:16 139:8 150:7 154:18,19 155:1,17 168:10 169:11,18,25 170:5,20 173:18,20 174:3 175:4 179:3 182:12,17,19 196:11 210:12,14 waste (1) 44:18 watched (1) 1:15 watching (2) 6:15 170:12 water (1) 23:1 waterfall (1) 184:4 way (30) 4:25 5:16 13:22 28:8,11,11 34:21 45:5 47:16 51:24 54:19 65:19 73:13 74:8 75:15 78:20,25 79:4 82:18 103:25 137:21 138:2 143:14 144:25 146:13 181:21 187:3,8 195:4 196:23 ways (4) 54:9 141:24 142:3,5 websites (1) 22:10 wed (5) 19:17 39:14 132:11,14 158:25 wednesday (4) 3:22,24 5:11,14 week (20) 1:11 3:25 5:5 60:14 64:24 65:15 107:13 145:17,21 146:20 202:8,13 208:9,12,24 209:11,15 210:7,10,11 weekend (3) 2:1,13 4:7	weeks (6) 109:2 112:24 113:25 180:11 189:10 208:4 welcome (1) 1:3 went (29) 20:2,2 26:3 27:9,20,21 37:15 40:2 64:11,15 69:20 70:8,9,12 71:19 82:9 95:23 107:16 111:8 128:9 129:2 130:15 135:22 165:6 199:25 205:20 206:18 209:13 211:20 werent (10) 12:10 14:9 15:8 43:8 78:14 119:18 170:24 193:12 208:20 209:21 west (1) 212:19 weve (19) 52:25 60:15 75:25 81:19,21 85:4 98:1 106:24 107:23 110:7 116:14 121:5 122:7 146:16 155:3 171:3 172:17 177:6 184:17 whatever (6) 35:9 39:14 62:23 134:12 137:23 167:5 whats (8) 46:15 90:7 140:16 145:11 179:16 201:25 203:11 209:16 whereas (3) 93:14 175:24 203:11 whilst (1) 128:16 white (5) 199:25 200:1 203:2,6 212:14 whod (1) 62:8 whoever (1) 208:17 whole (10) 59:4 70:18 73:11 76:9 103:1 108:16 140:3 193:21 200:17 205:10 whom (8) 58:9 61:12 101:2 102:19 103:7,13 104:19 124:4 whose (6) 70:20 77:20 79:11 120:17 162:10 170:14 wide (1) 213:3 william (3) 64:21,23 65:7 williams (48) 1:5 6:2,10,16 7:22 8:3,5,6,14 16:3 18:19 23:5 37:25 40:6 43:15 45:17 50:7 53:2 55:19 56:8,22 58:20 76:1 80:11 85:19 103:8 104:20 107:18 112:8 117:22 118:9,14 123:11 155:11 162:9,25 169:16 170:20 176:1 177:16 178:20 181:2,13,19 187:18 214:20 215:3 216:3 willing (1) 47:16 win (6) 18:5,15,15,20,22 213:16 wind (1) 23:1 windows (4) 47:19 133:5 134:11 153:9	winds (1) 35:7 winner (1) 207:6 winning (1) 19:23 winter (1) 193:13 wisdom (2) 61:14,17 wise (4) 120:2,19 214:24 215:6 wish (5) 3:3 128:24 147:3 169:3 187:11 witness (31) 8:7,10,16 13:17 15:5,17 52:21 55:24 56:10,14,18 98:12,17 111:17,19 112:7,14 118:2,10 145:10 152:7,8 154:1 176:2,4 181:7,15 198:2 201:17 215:9,14 witnesses (3) 4:15,23 5:21 won (4) 19:15 45:4 206:12 208:17 wonder (5) 75:22 86:6 87:1 112:3 133:22 wondering (1) 91:17 wont (3) 55:14 96:24 215:7 work (39) 2:8 9:3 30:5 50:11 54:21 62:15 67:8,19,22 68:5,16,16 71:4 80:5 86:7,17 102:23,25 134:3 135:11,15 140:17 147:22 194:7,14 197:8,10 198:12 200:7 205:7 206:2,11,23 207:2 208:14 211:5 212:19 213:14,20 workable (1) 182:9 worked (12) 29:17 53:23 54:1 104:1 147:23 148:2,3,5,20 199:5 201:8 203:6 worker (1) 99:15 working (13) 9:8 31:18 62:6,11 85:6 87:4 129:15,23 182:15,17 185:6 201:13 212:18 workload (3) 18:12 109:10 110:1 workloads (1) 209:9 workmanship (4) 196:1 197:15,18 199:14 works (79) 29:19 58:25 59:4 63:23 68:11 73:12 85:25 92:22 93:9 101:18 102:9 104:17 106:16 124:17,21 128:19 129:4 183:2 195:21,25,25 196:2,6,8,11,23 197:13,24,24,25 198:4,8,10 199:7,20 200:9,14 201:19,23 202:7,16,23 203:9,17,18,20,21,25 204:6,8,15,24,25 205:9,24,25 206:12,20 207:24 208:8,11,17,23 209:7,14 210:1,4,23,25 211:4,12 212:13,15,17,24
--	---	--	--	---	---	--

213:5,7,16 214:11	169:25 171:24,24	16 (5) 50:6,13 66:12	103:9 106:6 110:7,8	4 (8) 76:5 79:19 102:1
world (1) 126:13	178:16 181:5 184:23	79:16 81:23	111:1 113:14 115:16	106:21 127:4,7 188:19
worth (1) 49:21	193:8 214:16 215:11	1640 (1) 1:11	119:4 121:13,15	204:21
wouldnt (56) 11:19	yours (2) 105:12 145:24	17 (8) 98:21 99:24	159:10 162:5	400000 (1) 17:23
17:7 26:8,9,14 27:3	yourself (7) 11:10 24:22	100:19,21 102:18	175:7,14,18 188:16,18	42 (1) 98:18
29:6,20 36:17 37:11	25:2 41:22 42:5 86:25	106:24 108:16 171:22	189:18 191:5,8,9	420k (1) 48:20
40:13 47:25 51:10	172:12	173 (1) 173:3	192:5,10,21	430 (1) 214:9
59:12 68:11 69:18	youtmo (1) 192:25	18 (10) 1:18 19:22	201516 (1) 193:15	435 (1) 215:19
72:12 80:8,16 82:20	youve (5) 60:14 139:11	23:24 79:4 81:14 83:5	2016 (10) 87:10 88:22	455 (1) 140:20
89:16,21 90:11 92:1	170:8 195:13 215:4	85:23 128:6 152:10	89:3,23 91:11	479 (2) 210:24 211:2
109:4,23 112:2 116:11		171:5	96:12,19 97:4 98:4	48 (1) 4:1
119:22 122:21 134:15	Z	19 (3) 1:1 153:14 202:5	193:5	489 (1) 63:25
143:21 149:7 172:14		191 (1) 42:12	2017 (5) 2:6 8:25	4th (1) 5:14
175:18 176:15,22,24	zak (1) 48:11	191212 (1) 63:25	155:11 169:7 170:13	
177:1,9,19,19	zinc (24) 19:12,25	1991 (1) 126:8	201718 (1) 9:23	5
178:2,10,22 184:12	20:4,10,11	1999 (1) 126:10	2018 (5) 9:21 10:8,9	
194:10 195:13 198:19	33:16,17,19,21		12:4 154:3	5 (10) 5:15 81:14 83:4
199:16,18 200:2,16,21	34:2,4,8,11,12,19	2	2019 (16) 20:18	106:13 107:18 108:2
207:18 214:14	35:15 42:20 43:1		30:23,24 31:2 42:11	110:24 187:15 189:2,3
wray (11) 96:18 97:9,19	45:19 46:9 48:21,23	2 (19) 3:23 5:13,14	56:25 98:17 102:4	5050 (1) 211:3
98:4 99:11 102:9	75:6,9	38:10 46:3 50:22	154:2,4,5 156:3	53 (1) 76:5
103:12 109:24 128:5		100:4 101:23 106:19	163:1,14 195:22	5300 (1) 68:15
129:4 134:5	0	117:23 118:5 189:8	211:22	55 (3) 24:11,17 160:23
write (3) 141:15 176:22	0 (16) 21:20	192:8,14 208:10,12	2020 (4) 1:1 126:21	57 (1) 102:6
189:9	22:3,13,18,24	210:21 212:9 213:19	152:9 215:21	577k (1) 48:17
writing (10) 9:5,10 64:7	23:2,3,9,12,14,15,22	20 (7) 97:4 127:8	202372 (1) 48:21	
111:5,8 116:21 141:18	25:3,4 139:1 150:24	135:14 142:19 145:19	20grand (1) 51:17	6
180:14,18 211:18		184:16 215:21	21 (4) 46:3 79:19 81:23	
written (9) 117:6,8	1	200 (1) 118:8	202:6	6 (4) 32:20 64:20
143:4 146:16 147:1,2		200000 (1) 49:8	23 (7) 2:6 37:25 96:19	126:24 171:14
169:19,21 180:22	1 (29) 4:13 37:24 38:23	200000odd (2) 49:4,21	97:4 126:21 152:9	600 (1) 63:21
wrong (8) 18:21 67:1	45:20 50:20 75:25	2005 (1) 91:7	207:24	600000 (1) 16:20
142:1 170:19 172:8,21	76:18 79:3 81:19,22	2008 (2) 24:10 148:20	236 (4) 98:19,20,21	62 (1) 208:4
174:16 199:17	88:1 91:20 97:3 98:14	2009 (2) 125:11,20	99:20	64 (2) 156:7 158:20
wrongly (1) 97:24	101:18 104:17	2012 (17) 57:21,24	237 (2) 98:19,25	65 (2) 163:2,20
	106:13,16 107:3 127:7	63:20 66:12,21,24	26 (1) 3:25	66 (2) 127:8 142:21
	140:19 143:11 186:19	67:1 70:5 74:25 90:14	27 (2) 5:10 87:12	67060 (1) 211:2
	189:16 192:10,17,20	91:13,19,19,21 92:17	28 (6) 5:11 27:12 57:1	
	208:9,11	96:6 150:18	92:25 188:18 193:5	7
yeah (56) 12:17 15:20	10 (15) 2:6 16:13 101:7	201213 (1) 148:21	280k (1) 48:22	
19:9 20:17 27:8,11	104:5,8 106:6	2013 (44) 2:6 8:25	29 (4) 5:7,12 27:12	7 (9) 30:24 31:2 70:2
30:18 34:7 35:13	110:7,8,18 111:1	10:15 19:1 25:21	40:19	77:2 88:18 94:7
38:25 46:20 51:21	113:14 127:3 172:5	26:3,21,22 27:7,12	293368 (1) 48:20	201:18 208:9,12
58:5 65:9,24 66:19,25	215:16,20	58:8 63:13 64:20	2985 (1) 68:17	70 (2) 210:23 211:1
68:2 75:23,23 76:20	100 (6) 83:23 118:6	65:17 66:1 67:7 69:23	2985odd (3) 67:4,18	700000odd (1) 16:17
77:13 78:17 91:17	137:19 153:24 161:4	70:2 71:14,16	68:5	
95:15 97:15,23	171:22	75:13,18 76:15 77:2	3	8
108:6,17 121:1 124:3	1000 (1) 1:2	88:12,18 89:2,25 94:7		
135:12 137:7,13,25	100406 (1) 48:23	96:6 97:18 126:5	3 (16) 4:12 5:13 50:23	8 (5) 2:2 48:12 63:21
139:5 140:15	101 (1) 161:15	128:6 130:25 132:16	70:3 78:19 79:17	216:3,5
151:20,23 154:19	102 (1) 162:8	148:20,24,25	88:19 97:13 98:1	80k (1) 212:22
157:3,23 158:12,12	103 (1) 162:14	149:2,3,11,11	101:24 102:24 106:20	81 (3) 20:20 23:7 25:9
159:5,13,18 166:2	1048 (1) 16:15	150:13,16	124:24 188:16 191:8	82 (1) 118:16
168:16 175:17 184:11	11 (4) 104:7,22 191:8,9	2014 (63) 1:18 16:3	213:2	845 (1) 50:18
197:4 200:3 202:9	1115 (1) 56:5	19:14 25:19	30 (2) 25:19 214:21	8600 (2) 68:8,15
203:14 214:5	1130 (3) 55:21 56:2,7	32:14,18,20 37:21,25	300 (1) 2:7	
year (10) 10:9 13:15	114 (1) 52:23	40:19 43:2,7 45:20	300913 (1) 64:1	9
32:16 49:20 86:19	1141 (1) 5:24	48:12 50:3,6,13 54:5	3030 (1) 104:25	
107:21 130:25	115 (1) 52:25	75:25 76:16,18 78:14	31 (1) 91:21	9 (3) 27:7 74:6 92:4
138:5,16 152:9	118 (2) 86:5,8	79:16,19 81:14 83:5	314 (2) 74:10 92:5	9249 (1) 16:14
years (6) 2:5 12:7	12 (13) 16:3 91:19	85:4 86:2,8,22	32 (2) 184:17 185:7	930 (1) 110:16
89:4,23 111:25 135:14	102:5 133:1 174:8	98:16,21 99:24	33 (3) 31:1,2 148:24	95 (3) 152:12,13,14
yesterday (2) 5:3,24	177:11 178:9 179:11	100:19,21 102:18	330 (1) 181:10	96 (1) 152:20
yet (7) 3:8 68:6,16	180:2,5 189:9,18	106:24 121:6,10	3300 (1) 63:21	97 (1) 153:2
151:6 163:13 169:22	211:12	126:16 127:3 128:2	33530 (2) 210:23 211:2	97350 (1) 64:1
176:3	1257 (1) 117:12	130:16,17 133:1,20	34 (2) 42:12 195:23	98 (3) 16:15 153:10
youd (1) 11:8	13 (2) 78:14 81:20	138:16 150:4,15 151:8	345 (3) 181:3,9,12	171:4
youll (2) 113:10 202:4	14 (4) 142:20 155:11	158:22 159:8,9 175:21	35 (1) 78:19	99 (3) 152:12 153:15,16
youre (29) 16:4 39:2	171:4 192:10	177:11 178:9 179:11	37 (1) 198:6	994 (1) 16:14
40:20 44:11 48:13	15 (3) 79:2 81:22	180:5 181:25 182:10	376175 (4) 46:6 47:4,10	
62:25 68:18 78:10	192:21	208:6 210:20 211:12	48:15	
80:22 83:20 109:23	157k (1) 48:24	201415 (1) 174:18		
111:9 112:17 116:23	159 (2) 57:2 187:14	2015 (29) 29:22 30:5	4	
111:9 112:17 116:23		81:23 82:3 85:23		
120:6 128:8 140:16				
157:20 164:3 165:17				