

# OPUS 2

## INTERNATIONAL

Grenfell Tower Inquiry

Day 58

October 22, 2020

Opus 2 International - Official Court Reporters

Phone: +44 (0)20 3008 5900

Email: [transcripts@opus2.com](mailto:transcripts@opus2.com)

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

1 Thursday, 22 October 2020  
 2 (10.00 am)  
 3 SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to  
 4 today's hearing. Today we're going to continue hearing  
 5 evidence from Mr Peter Maddison.  
 6 So would you ask Mr Maddison to come in, please.  
 7 Thank you.  
 8 MR PETER MADDISON (continued)  
 9 SIR MARTIN MOORE-BICK: Good morning, Mr Maddison.  
 10 THE WITNESS: Good morning.  
 11 SIR MARTIN MOORE-BICK: Are you all set up? Well, pour  
 12 yourself some water.  
 13 THE WITNESS: Thank you.  
 14 SIR MARTIN MOORE-BICK: When you are ready, we will get  
 15 started.  
 16 THE WITNESS: Thank you very much.  
 17 SIR MARTIN MOORE-BICK: All right? Thank you.  
 18 Yes, Mr Millett.  
 19 Questions from COUNSEL TO THE INQUIRY (continued)  
 20 MR MILLETT: Mr Maddison, good morning.  
 21 A. Morning.  
 22 Q. I now want to turn to the topic of the client design  
 23 adviser and just look at that with you. Can we go,  
 24 please, first to {ART00002614}.  
 25 These are minutes of progress meeting number 1,

1

1 progress update, on site on 15 July 2014. If we look at  
 2 that first page there, we can see that you were in  
 3 attendance at that meeting as the third person mentioned  
 4 on the list of attendees.  
 5 Now, can we go, please, to page 2 and 3 at the same  
 6 time -- bottom of page 2, top of page 3 -- and at the  
 7 bottom of page 2 {ART00002614/2} we can see, under the  
 8 title "Design Development", 3.1:  
 9 "CW to appoint a Client Design Adviser."  
 10 Do you see that?  
 11 A. Yes.  
 12 Q. Then over the top of the page {ART00002614/3}, 3.2  
 13 continues:  
 14 "SL confirmed that their M&E designers are on  
 15 board."  
 16 Then 3.3 it says:  
 17 "It was noted that the TMO (or their adviser where  
 18 appointed) needs to sign off all design."  
 19 Do you see that?  
 20 A. I do.  
 21 Q. That was identified as a note.  
 22 Now, do you remember the discussion at this meeting  
 23 about the proposal for Claire Williams to appoint  
 24 a client design adviser?  
 25 A. I don't specifically remember that conversation, no.

2

1 Q. Did you know at the time what a CDA or client design  
 2 adviser did?  
 3 A. No. It's not a familiar -- it wasn't a familiar or  
 4 common role in my experience.  
 5 Q. Can we take it, then, that you didn't say at this  
 6 meeting, simply by virtue of the fact that it's not  
 7 recorded, "Oh, well, we don't need a CDA"?  
 8 A. I assumed there was going to be an offline review of  
 9 what was needed and that would be what Claire would be  
 10 looking at.  
 11 Q. Right.  
 12 Do you recall that, by this point -- 15 July 2014 --  
 13 a decision had been made within the TMO that  
 14 Claire Williams would appoint a client design adviser?  
 15 A. I didn't -- no, I didn't understand that. So the role  
 16 itself wasn't -- I mean, I think it was proposed,  
 17 I understand it was proposed by Artelia.  
 18 Q. Yes.  
 19 A. But -- and there were some -- there were a variety of  
 20 client-side design issues that were to be considered.  
 21 So, for example, the M&E designers, Simon Lawrence  
 22 confirmed that they were to be appointed through  
 23 Rydon -- that they were to appoint theirs through Rydon,  
 24 and I remember a conversation with David Gibson  
 25 subsequently that he was recommending we retained

3

1 Max Fordham to oversee the M&E design on the client  
 2 side.  
 3 I also remember a subsequent conversation with David  
 4 regarding advice that Artelia were offering, which  
 5 I assume was the client design adviser role, but  
 6 I didn't have sight of the proposal.  
 7 Q. I was going to ask you that. You never saw the proposal  
 8 from February 2014 recommending Richmal Hardinge of  
 9 Artelia, who was an architect of 15 years' experience,  
 10 to act as a client design adviser?  
 11 A. No, I --  
 12 Q. You didn't see the proposal?  
 13 A. I don't recall seeing that, no.  
 14 Q. If we go to {ART00002701}, this is an email from  
 15 Claire Williams to Peter Blythe and Philip Booth at  
 16 Artelia, and the subject was "design advisor". Now,  
 17 you're not copied in on this, so I don't expect you  
 18 necessarily to have seen it, but let's just look at it  
 19 together:  
 20 "Dear both  
 21 "Last Tuesday we talked about the appointment of  
 22 a design advisor, and the likelihood that this did not  
 23 particularly apply to cladding and M&E elements which  
 24 were designed and under guarantee. Upon discussion most  
 25 of the design concerns were over the new build areas, ie

4

1 the flats , nursery and boxing club.  
 2 "I have spoken to David Gibson and we are going to  
 3 see if we can manage this within the TMO, as we are very  
 4 familiar with the specifications for social housing. We  
 5 will monitor how this is working, as presumably all  
 6 proposals for comment will have a 'respond by' date.  
 7 Can you please send any design proposals to myself, cc  
 8 David Gibson."

9 Now, did you know at the time that this email was  
 10 sent by Claire Williams, 29 August 2014, that the TMO  
 11 was going to reject the proposal for a client design  
 12 adviser?

13 A. I wasn't aware of this email specifically .

14 Q. You weren't aware of the email; did you know in general  
 15 terms at around this time that the TMO was going to  
 16 reject the proposal for a client design adviser?

17 A. I can't remember the exact timing of my conversation  
 18 with David Gibson, it may have been before or after or  
 19 as part of this dialogue that was going on between  
 20 Claire and Artelia , but I remember David saying to me  
 21 that he felt that the -- as the -- we'd appointed an M&E  
 22 side -- we'd retained Max Fordham to comment on the M&E  
 23 side, and we'd appointed a clerk of works to review the  
 24 works on site, and he felt that this role wasn't  
 25 necessary in the context of what was left, and that was

5

1 my understanding of the conversation. I don't think it  
 2 was any more than that.

3 And I note that -- Claire's reference that the  
 4 cladding and the M&E elements were ... didn't apply to  
 5 that role, which ... so I don't know what the basis of  
 6 that discussion was with Artelia and Claire on that  
 7 matter.

8 Q. You referred just now to a discussion you had with  
 9 David Gibson. In that discussion, just to be clear, did  
 10 he advise you that the TMO either had made or would make  
 11 a decision that they didn't need a client design adviser  
 12 in respect of the non-M&E elements of the refurbishment?

13 A. I don't remember him using the words "client design  
 14 adviser". As I say, the role wasn't familiar to me. It  
 15 wasn't a standard part of the design and build suite of  
 16 appointments.

17 Q. No, indeed it wasn't, but never mind the tag or title of  
 18 the role. My question again: did David Gibson advise  
 19 you that the TMO had either made or would make  
 20 a decision that they didn't need an adviser of that kind  
 21 to advise the TMO on design in respect of the non-M&E  
 22 elements --

23 A. Yes.

24 Q. -- of the refurbishment? He did?

25 A. He didn't.

6

1 Q. What did you say to him?

2 A. I just noted what he'd said. It seemed like he'd given  
 3 it thought and had considered what services were needed.  
 4 I think the discussions that I'd had in general with  
 5 David was that the responsibilities here were clear in  
 6 terms of responsibility under the design and build  
 7 contract, with responsibility going to Rydon as designer  
 8 and Artelia as our employer's agent in a very standard  
 9 way.

10 So I didn't have an in-depth conversation with him  
 11 about it, but my understanding was that the principal  
 12 responsibility for the design was with Rydon as the main  
 13 contractor, and Artelia, as our agent, were ensuring  
 14 that Rydon complied with the terms of the employer's  
 15 requirements.

16 Q. Did David Gibson tell you that he had made the decision,  
 17 or he and Claire Williams had made the decision, and  
 18 that he was just telling you about it, or did you get  
 19 the impression that he would like to make the decision  
 20 but wanted your approval of the decision?

21 A. He wasn't asking for my approval of the decision, he was  
 22 running what he was proposing to do past me, really. It  
 23 wasn't an in-depth conversation; it was just  
 24 a reference, I think, following a meeting that he had  
 25 had with Artelia. So, you know, I think it was in

7

1 a passing, "This is what we're doing".

2 Q. Did he explain to you the precise reasons why he and  
 3 Claire Williams had made the decision not to appoint  
 4 a client design adviser?

5 A. No, and I didn't have a detailed conversation, as I say.

6 Q. Did you not want to know why it was that David Gibson  
 7 had made the decision not to appoint a client design  
 8 adviser?

9 A. As I say, I hadn't recognised the client design adviser  
 10 as being a standard part of this appointment. My  
 11 understanding of this procurement of this contract was  
 12 that it was going to be through a pretty traditional --  
 13 not a traditional, a typical design and build route, and  
 14 that the additional services of a client design adviser  
 15 wouldn't detract from the responsibilities of Artelia as  
 16 employer's agent to ensure that Rydon's complied with the  
 17 terms of the contract.

18 Q. What was the basic reason you understood from  
 19 David Gibson that he had decided not to appoint a client  
 20 design adviser?

21 A. I think, in short, that it wasn't necessary. I think  
 22 that was the -- that was my understanding.

23 Q. Why wasn't it necessary?

24 A. As I say, I didn't have a detailed conversation with  
 25 him.

8

1 Q. You didn't ask him why he thought it wasn't necessary?  
 2 A. I didn't interrogate him in detail, no.  
 3 Q. Was there any discussion between you about whether or  
 4 not it was sensible to have a client design adviser at  
 5 least in respect of the cladding design?  
 6 A. Well, at no point did anybody raise any specific issues  
 7 regarding the design of the cladding, or any risks  
 8 attached to that, and if any specialist advice had been  
 9 recommended, I would have fully supported that, but none  
 10 was ever given.  
 11 Q. Right.  
 12 A. I recognise now, having seen the evidence regarding the  
 13 client design adviser, that it is -- it will give,  
 14 you know, general advice on architectural issues and on  
 15 design from a client perspective, but not specialist  
 16 advice necessarily relating to cladding. So, no is the  
 17 answer.  
 18 Q. Looking back at this email, and where Claire Williams  
 19 says that the appointment of a design adviser in  
 20 likelihood did not particularly apply to cladding, did  
 21 you have a discussion with David Gibson about whether,  
 22 and if so why, the CDA role would or wouldn't apply to  
 23 the cladding particularly?  
 24 A. As I say, I had no in-depth conversation or sight of  
 25 this, so -- and I wasn't party to the conversation where

9

1 Claire has taken the inference that it didn't apply to  
 2 cladding, although I recognise the M&E elements because  
 3 we did, as I say --  
 4 Q. Right. But you can't explain why she thought that any  
 5 appointment of a client design adviser would exclude  
 6 from its scope the cladding design?  
 7 A. No.  
 8 Q. Right.  
 9 Can we go to the minutes of the August 2014 progress  
 10 meeting number 2 held on 19 August 2014, and that is at  
 11 {ART00002752}, please.  
 12 Now, here it is. You are not present at this  
 13 meeting, but do you think you saw these minutes?  
 14 A. I don't recall.  
 15 Q. You don't recall specifically?  
 16 A. I wouldn't specifically review all minutes of the  
 17 Grenfell Tower meetings.  
 18 Q. Would you not?  
 19 A. No.  
 20 Q. Would you be sent them?  
 21 A. I'd probably be sent them.  
 22 Q. You say probably; do you recall what the system was  
 23 whereby you got the minutes or didn't get the minutes?  
 24 A. I don't recall, actually. I'm just looking to see if  
 25 there is a circulation list, because normally it would

10

1 note if I was on a circulation list, so maybe I wasn't.  
 2 Q. Right, okay. Let's see how far we go.  
 3 Can we go to page 2 {ART00002752/2}, then, please.  
 4 Item 3.1 under the heading "Design Development", it  
 5 says:  
 6 "CW to appoint a Client Design Adviser. Action:  
 7 CW."  
 8 Just like the previous progress meeting note that we  
 9 saw before in respect of the meeting you were at.  
 10 Then underneath that it says:  
 11 "Post Meeting Note: CW advised that the TMO will  
 12 perform the role of the DA in house. They will  
 13 therefore need to sign off all design."  
 14 Were you aware that the impact of the decision not  
 15 to appoint a client design adviser was that the TMO  
 16 would be responsible for signing off all design?  
 17 A. No, and I don't really agree with that minute.  
 18 Q. You don't agree with the minute? Can you just explain  
 19 a little bit more why you don't agree with the minute?  
 20 A. Well, I think that -- for a start it's suggesting that  
 21 the TMO perform the role of the client design adviser,  
 22 and we can't really advise ourselves. I mean, I think  
 23 you either have a service or you don't, and I think  
 24 I recognised this client design adviser that Artelia  
 25 offered was an additional service to their appointments

11

1 that were already made in terms of employer's agent and  
 2 CDMC and quantity surveyor. So I wouldn't -- that  
 3 sounds like they're stepping away from some of those  
 4 responsibilities that are in their contract.  
 5 And then the comment about therefore signing off all  
 6 design is a very broad statement, because actually, in  
 7 the contract, Rydons have responsibility under the  
 8 design and build contract for signing off design, and  
 9 there are some elements that may be proposed to the  
 10 client for -- where there are issues of client choice  
 11 and the client should take a view on those issues, but  
 12 also other parties within the professional team should  
 13 also be part of that. So I think these matters would be  
 14 considered at this meeting, really, and appropriate  
 15 action taken.  
 16 Q. Does that quite long answer tell us a number of things:  
 17 does it tell us that, so far as you were concerned at  
 18 the time, the TMO would not have the skills or training  
 19 or education in-house to be able to, as you put it,  
 20 advise itself on design?  
 21 A. Having seen the scope now of the client design adviser  
 22 role, certainly we wouldn't have the skills in-house to  
 23 provide that full role.  
 24 Q. Right.  
 25 A. There are --

12

1 Q. Is that something -- I'm so sorry, do you want to  
2 finish?

3 A. There are other elements within that. So, for example,  
4 where David and Claire's experience in particular would  
5 be relevant to things like the design of the new flats,  
6 the new homes within the building and issues such as  
7 that, so I think they would have skills in those  
8 regards, but in terms of specifics around compliance of  
9 materials and design of that nature, no, those skills  
10 weren't in-house and we couldn't have taken on  
11 responsibility for those.

12 Q. No. I mean, looking at Claire Williams' skills and  
13 experience, before she joined the TMO, she told us she  
14 had worked in maintenance, repairs and regeneration  
15 projects, but that none of those skills are design  
16 skills.

17 A. No.

18 Q. No.

19 A. And we would be looking here for -- if there was  
20 a requirement for specialist advice on issues such as  
21 cladding, we would expect the professional team to be  
22 working with us and advising on that, those specialist  
23 skills, and I'm not aware of any of that conversation.  
24 Also, it's worth probably mentioning as well that,  
25 in relation to this, I didn't have a conversation with

13

1 anybody from Artelia regarding the client design adviser  
2 role, so nobody had contacted me if they felt that it  
3 was so important that -- I don't recall any conversation  
4 relating to this.

5 Q. No. But it would make sense, wouldn't it, that if  
6 David Gibson and Claire Williams had both decided that  
7 a CDA role was not what they wanted for Artelia, then  
8 Artelia wouldn't second-guess them and come to you over  
9 their heads, would they?

10 A. I think if senior people within Artelia felt that we  
11 weren't on the right track -- so I would have a dialogue  
12 with Simon Cash, for example, and if he thought that  
13 I needed a heads-up on something, he would contact me or  
14 vice versa.

15 Q. Right.

16 A. But that didn't happen in relation to the client design  
17 adviser role, as far as I remember.

18 Q. No. But, of course, we know that the original proposal  
19 was made in February 2014, before the tender was  
20 finished, before it had been won, so can you give us any  
21 insight as to what evolved during that period of time  
22 which led you to think at the time -- and perhaps you  
23 didn't think it at the time -- that a CDA wasn't  
24 required because you had Rydon on board from mid-March?

25 A. I don't -- my -- the only conversation I remember about

14

1 this role -- and it wasn't called a client design  
2 adviser, it was literally about post-tender client-side  
3 advice that might be required -- was the conversation  
4 I had with David Gibson after he'd had a conversation  
5 with Artelia and others in our team.

6 Q. But you really put your finger on it, I think,  
7 Mr Maddison, in the light of the fact that nobody within  
8 the TMO had specialist skills of the kind and scope that  
9 were being offered under the CDA proposal, and given  
10 that, as we discussed yesterday, Artelia were CDMC but  
11 had no design responsibility, is it right that actually  
12 you were left with nobody protecting your interests on  
13 the client side from any errors made by Rydon in their  
14 design role?

15 A. We were relying on the -- on Artelia as employer's  
16 agents to ensure that Rydons complied with the terms of  
17 their contract.

18 Q. But no more than that?

19 A. Yes, but that includes the design, including the  
20 specialist design too.

21 Q. Which we discussed yesterday, but nothing beyond the  
22 employer's agent role and the CDMC role?

23 A. No.

24 Q. No.

25 A. But if they had advised that there was a requirement for

15

1 any specific advice, I think the -- I think from what --  
2 from the conversation I had with my team, David Gibson,  
3 at this time, the understanding was very much that this  
4 was general advice on design, not specific. That was  
5 the understanding, and that seems to be borne out by  
6 Claire's email to Artelia, and I don't know whether that  
7 was corrected by Artelia.

8 Q. So far as you were concerned, how did you actually  
9 understand Artelia's proposal? Was it a proposal and no  
10 more than that, or was it actually professional advice  
11 that you needed the services of a client design adviser?

12 A. I'd understood it was a proposal.

13 Q. Right, so not advice?

14 A. No, I understood it was --

15 Q. Why is that?

16 A. Because that is what I understood.

17 Q. I know, but why did you understand it that way?

18 A. I think if -- I would expect that if Artelia had offered  
19 advice that they thought was essential and that we  
20 weren't taking it, I would have expected them to have  
21 escalated that to me.

22 Q. I follow.

23 We then go to another topic, if we can, which is the  
24 decision to re-tender, and I'm going to go back in time  
25 a little bit to the beginning of your time at the TMO,

16

1 starting in January 2013.  
 2 Can we start with your daybook number 1,  
 3 {TMO00879771/56}, please. In fact, this doesn't take us  
 4 to January, I think we're March at this point, but can  
 5 we look at the right-hand side. It says there, just  
 6 below halfway down on the right-hand side, do you see:  
 7 "Grenfell Tower update 18/3 PD/DG".  
 8 Does that tell us that there was a meeting or  
 9 discussion between you, Paul Dunkerton and David Gibson  
 10 on 18 March 2013?  
 11 A. Yes.  
 12 Q. So that's quite early in your tenure at the TMO, isn't  
 13 it?  
 14 A. Yes.  
 15 Q. Can we then turn the page to page 57 {TMO00879771/57}  
 16 and look at the bottom of the page, on the left-hand  
 17 side, to the left of the spine, and it says:  
 18 "Studio E - Meet to understand  
 19 "(a) How the design developed?  
 20 "(b) What are the implications of the revised  
 21 design?"  
 22 Were you concerned at this time about how the design  
 23 had developed?  
 24 A. Yeah, there were a number of issues in the design at  
 25 that time that I thought were unnecessary or impractical

17

1 in some respects. So, for example, there was a lift --  
 2 a new lift being installed in the lobby with a link  
 3 bridge across to the finger blocks, which I thought was  
 4 a very bad idea because I think it was going to cause  
 5 real access issues, and I wanted to make sure that the  
 6 tower was a separate entity rather than having access  
 7 from another block.  
 8 There were also some issues I remember relating  
 9 to ... oh, there was the extent of the works, so some of  
 10 the works that were being proposed at that stage went  
 11 into the area, and there was an undercroft area under  
 12 the finger blocks adjacent, and included the  
 13 refurbishment of some of those units into office space,  
 14 and I felt that there was a much broader public realm  
 15 piece needed -- some greater thought given to how that  
 16 was going to work in practice.  
 17 Q. Did you get the impression that you couldn't work out  
 18 from the papers you had how the design had developed so  
 19 you needed to have Studio E meet you in order to educate  
 20 you on that?  
 21 A. What we wanted to do was to refocus the design. So  
 22 where the design had sort of spread into an interface  
 23 with the finger blocks, we wanted it to focus on the  
 24 tower specifically, and then we could consider the  
 25 finger blocks separately and how the whole piece worked

18

1 in a more holistic way.  
 2 Q. When you refer to the implications of the revised  
 3 design, what was the revised design?  
 4 A. I recall it was the removal of the proposal for the link  
 5 bridge between the tower and the finger blocks.  
 6 Q. I see. What concerns did you have about the  
 7 implications of those revisions?  
 8 A. Well, in a very practical sense, I've spent a lot of my  
 9 career removing link bridges between blocks, because  
 10 they never seem to be a very practical thing to do,  
 11 and -- because I think the requirement here was to try  
 12 and give people from the finger block access to the  
 13 walkway level via a lift in Grenfell, which would mean  
 14 that a lot of people from the adjacent blocks would be  
 15 coming into the block and going back up onto the podium  
 16 of the finger blocks, which didn't seem like a sensible  
 17 solution at all. So there were some practical things  
 18 there.  
 19 In relation to the work units under the garages,  
 20 under the finger block, I felt that that area was  
 21 dominated by vehicular access into the underground  
 22 garages there, and I felt that that needed some more  
 23 thought in terms of design as to how to make that work.  
 24 Q. Right.  
 25 A. Because I felt like it was going to be a very --

19

1 I didn't think it was going to be a successful design,  
 2 so it needed a bit more thought.  
 3 Q. Was there any concern or consideration in either of  
 4 these subjects -- the development of the design and the  
 5 implications of the revisions -- in relation to the  
 6 exterior wall, the cladding system?  
 7 A. No.  
 8 Q. Now, I just want to ask you some questions about RBKC's  
 9 role at this stage.  
 10 Can we start by looking, please, at Mark Anderson's  
 11 evidence on {Day52/28:11}. He was asked at line 11 by  
 12 Mr Kinnier:  
 13 "Question: Can you help us, what was the role and  
 14 function of the SRO?  
 15 "Answer: That's the senior responsible officer, so  
 16 that was Laura Johnson. She was the senior responsible  
 17 officer for the Kensington Academy and Leisure Centre  
 18 project, otherwise known as KALC.  
 19 "Question: Did the SRO have decision-making power  
 20 regarding the project?  
 21 "Answer: Regarding which project?  
 22 "Question: Grenfell.  
 23 "Answer: Beyond the fact that RBKC were the funder  
 24 of that project, no."  
 25 Just to be clear, is it right that, as a delegated

20

1 project run by the TMO, there would be no SRO for the  
 2 Grenfell Tower refurbishment?  
 3 A. That's correct.  
 4 Q. So Laura Johnson was the SRO for KALC only; yes?  
 5 A. Yes.  
 6 Q. Do you agree with Mark Anderson that Laura Johnson in  
 7 any capacity had no decision-making power over the  
 8 Grenfell Tower project itself?  
 9 A. Not decision power related to the project itself, but  
 10 she was the client and responsible for the ownership and  
 11 the management and the strategy regarding the stock.  
 12 But also this project was part-funded by TMO capital  
 13 resources, which came ultimately from the council, but  
 14 also from capital receipts from the council, so it was  
 15 partly funded by the council.  
 16 So the reporting here was a little ambiguous, and  
 17 actually, in terms of the approval reporting, it went  
 18 through both our board and to the Cabinet in  
 19 the council. So there was a degree to which, well,  
 20 the council had an interest and they were funding it.  
 21 Q. They had an interest and they were funding it, but the  
 22 question I think goes a little bit wider than that. I'm  
 23 just putting to you what Mr Anderson says here in very  
 24 clear terms, I would suggest, that beyond the fact that  
 25 RBKC were the funder of the Grenfell Tower project, they

21

1 had no decision-making power regarding it.  
 2 A. They had no decision power certainly operationally in  
 3 terms of the client role, in terms of appointments,  
 4 et cetera, that was done by the TMO.  
 5 Q. I think you're accepting, really, aren't you, what  
 6 Mr Anderson has said there?  
 7 A. Yeah.  
 8 Q. You are, thank you.  
 9 Can we then look at {ART00000637}. This is an email  
 10 from Laura Johnson dated 3 January 2013 to Leadbitter.  
 11 Now, I appreciate that you were not at the TMO at  
 12 this time. You joined later that month, so it's  
 13 obviously before you started, and I'm not going to  
 14 suggest that you saw it at the time. But you do see  
 15 that it goes in copy to -- well, it's a draft email,  
 16 in fact, but you can see that it goes in copy to  
 17 KALC@appleyards, it goes to the Appleyards team.  
 18 If you look at the third paragraph, it says this:  
 19 "There was originally a total of around £60M  
 20 available for the KALC project and Grenfell Tower. RBKC  
 21 will now no longer be recommending the TMO proceed with  
 22 you on the latter and will advise them to re-tender the  
 23 works to a list of contractors not including Leadbitter.  
 24 At the next SRO meeting on 16th January 2013 I would  
 25 like an unequivocal commitment from you that we will be

22

1 able to enter into contract for the KALC project at a  
 2 combined £50.4M figure by the 15th February 2013. If  
 3 you cannot make this commitment then we will withdraw  
 4 the Leisure Centre from the project and reconsider our  
 5 procurement position for the Academy. For those  
 6 elements we remove, and procure through alternative  
 7 means, we will not include Leadbitter on the tender  
 8 lists."  
 9 Now, I've read the whole of that paragraph, but what  
 10 I'm really interested in is the first half of that  
 11 paragraph.  
 12 When you joined the TMO a few weeks after this  
 13 email, did you become aware of it?  
 14 A. No.  
 15 Q. Did you become aware, at least, that RBKC had taken the  
 16 position as set out in this email?  
 17 A. No.  
 18 Q. So you didn't know -- is this right? -- that RBKC had  
 19 now decided no longer to recommend that the TMO proceed  
 20 with Leadbitter and to advise them to re-tender the  
 21 works to a list of contractors not including Leadbitter?  
 22 A. No.  
 23 Q. You didn't? Right.  
 24 A. And in fact we were still in negotiation with Leadbitter  
 25 at this stage and for some time afterwards.

23

1 Q. You say "we".  
 2 A. The TMO.  
 3 Q. Indeed. But I think the answer to my question is that  
 4 when you came into the project, you did not know that  
 5 RBKC had advised the TMO to re-tender the works?  
 6 A. I don't think they had.  
 7 Q. You don't think they had advised them or you don't think  
 8 you knew?  
 9 A. I don't think they had advised them.  
 10 Q. Well, all right. But you didn't know that they were  
 11 proposing to advise the TMO to re-tender the works to  
 12 a new list of contractors, not including Leadbitter?  
 13 A. I wasn't aware of that.  
 14 Q. Right.  
 15 A. And I did subsequently have conversations with  
 16 Laura Johnson about this -- about the proposed approach,  
 17 but at this stage we were trying -- the professional  
 18 team on the TMO side was trying to negotiate a price  
 19 with Leadbitter, and that was my understanding.  
 20 Q. You did indeed have conversations, and we're going to  
 21 look at those very shortly. But just before we leave  
 22 this email, would you agree that in RBKC no longer  
 23 recommending that the TMO proceed with Leadbitter on  
 24 Grenfell, and advising them to re-tender the Grenfell  
 25 works to a list of contractors excluding Leadbitter,

24

1 RBKC were going well outside their role in respect of  
 2 the Grenfell Tower refurbishment, which was, at least  
 3 according to Mr Anderson and now your evidence, limited  
 4 to budgets?  
 5 A. From my knowledge and my understanding, this wasn't the  
 6 situation. So I don't know, if this was a draft email,  
 7 maybe it wasn't sent, maybe it was a negotiating  
 8 position, but I'm not aware -- this wasn't the position  
 9 that I understood the TMO was in or the professional  
 10 team were in in relation to Leadbitter at this time.  
 11 Q. On the assumption that this email was sent -- let's just  
 12 work with that -- and on the assumption at the very  
 13 least that Laura Johnson was taking the position as  
 14 expressed in the paragraph I've read to you, I'll ask my  
 15 question again: that position was well outside their  
 16 role in respect of the Grenfell Tower project, at least  
 17 on Mr Anderson's and your understanding of it, which was  
 18 that they had no decision-making role at all, save in  
 19 respect of budget?  
 20 A. If Laura Johnson was going to send an email like this,  
 21 I would have expected her to have spoken to me or to  
 22 Mark before doing so and agreed an approach, because  
 23 there was a challenge in our negotiations with  
 24 Leadbitters, and they had been frustrating and long, and  
 25 it was causing a delay in the project and concern from

25

1 residents who had been promised these works, so ...  
 2 Q. Yes. I pointed out to you, I think, that you were not  
 3 there at the time, but what I didn't point out to you  
 4 and should have done is that, of course, Mr Anderson was  
 5 copied in on this email.  
 6 A. And Mark never mentioned this to me in the handover as  
 7 far as I -- well, he didn't. When I took handover of  
 8 this, it was on the basis that we were proceeding with  
 9 Leadbitters.  
 10 Q. I'm going to try one more time on the point.  
 11 Assuming that the position as taken in the third  
 12 paragraph I've shown you was the position taken at the  
 13 time by RBKC, then that position exceeded the narrow  
 14 ambit or the ambit of RBKC's role in the Grenfell Tower  
 15 project according to Mr Anderson's evidence I showed  
 16 you?  
 17 A. I think, as I said, that if Laura was to take this  
 18 approach, she would have done it in association with the  
 19 TMO. She would have spoken to us and agreed a way  
 20 forward.  
 21 Q. Do you have any reason to think that she didn't?  
 22 A. That she didn't what, sorry?  
 23 Q. Speak to the TMO and agree a way forward.  
 24 A. I think I did have a subsequent conversation with  
 25 Laura Johnson about taking the project forward, and that

26

1 might shed some light on to why I don't think this  
 2 was -- this approach was taken at that time.  
 3 Q. Now, is it right, do you know, that in the early months  
 4 of 2013, RBKC was attempting to agree the price or, as  
 5 it was put at the time, arrive at a financial close for  
 6 the KALC project?  
 7 A. Yes, I was.  
 8 Q. And when you arrived at the TMO later in January 2013,  
 9 did you learn that RBKC's trouble in agreeing the price  
 10 for the KALC project with Leadbitter was a factor in  
 11 RBKC not wanting Leadbitter on the Grenfell Tower  
 12 project?  
 13 A. Could you repeat that? Sorry.  
 14 Q. Let me take it in stages.  
 15 When you arrived at the TMO in late January 2013,  
 16 did you learn that RBKC did not want Leadbitter on the  
 17 Grenfell Tower project?  
 18 A. No.  
 19 Q. You didn't learn that?  
 20 A. No.  
 21 Q. When did you come to learn that?  
 22 A. I didn't learn that.  
 23 Q. You didn't learn it?  
 24 A. No.  
 25 Q. Can we go to your daybook number 1, {TMO00879771/26},

27

1 please. There we can see on the top right-hand side of  
 2 the document a date, 13 February 2013, right at the very  
 3 top right-hand corner. Do you see that?  
 4 A. Yes.  
 5 Q. Then just to the left of that we see "Laura", then  
 6 underneath that, "Grenfell", and then underneath that,  
 7 am I right it says "How ambitious?"  
 8 A. Yes.  
 9 Q. Then there is an arrow, which I think points to  
 10 "Leadbitters".  
 11 A. Yeah.  
 12 Q. And then somebody else. Can you read that?  
 13 A. "Architect", maybe.  
 14 Q. "Architect", and then "Appleyard" and "Planners".  
 15 Further down the page are some dash points or bullet  
 16 points. Do you see? It says at the bottom, do you see,  
 17 penultimate dash, "Work on other stuff". Is that what  
 18 it says?  
 19 A. Yeah.  
 20 Q. Underneath that in quotation marks, "We will be at the  
 21 table."  
 22 Can you just help us with this: is this  
 23 Laura Johnson having a discussion with you about how  
 24 ambitious the Grenfell Tower project should be?  
 25 A. Well, this was me contacting Laura and asking for some

28



1 clarification on a number of issues, because I'd been  
2 with the project for some time now, I had taken stock of  
3 some of the issues with the design, for example, and was  
4 proposing some changes to that to simplify the scope of  
5 works, and also felt that there were some issues that --  
6 so, for example, when I say beyond the finger blocks and  
7 the wider Lancaster West Estate, so that was some of the  
8 work that was spreading into that area.

9 So what I wanted to do was to talk -- to clarify  
10 a number of issues with Laura that I felt had  
11 implications for her as the client.

12 Q. I see. And those implications included issues with  
13 design, did they?

14 A. Scope, certainly, in terms of whether the design --  
15 whether the scope of works spread into the finger  
16 blocks, for example. I can't remember whether this --  
17 the timing is unclear, and obviously I haven't reviewed  
18 these notebooks for several years, so ...

19 Q. Well, what did you mean by "How ambitious?"

20 A. I think that's about the scope, so what we were looking  
21 to achieve there. I don't remember if this was the  
22 meeting or ... no. So I think this was me checking in  
23 with Laura, as the project sponsor for KALC and for the  
24 client of the TMO overall, to get her perspective on  
25 what she wanted us to deliver, because this was the

29

1 first project that the TMO had delivered on this scale.  
2 And this links down to the comment at the bottom, "We  
3 will be at the table".

4 Q. I was going to ask you about that. Just before we do,  
5 to follow up on your answer just now, you were checking  
6 in with Laura to get her perspective on what she wanted  
7 the TMO to deliver. Now, that sounds to me as if you're  
8 going to her and asking her for her view or her  
9 instruction going well beyond simply matters of the  
10 budget; is that fair?

11 A. No. I think it's reasonable to -- I mean, Laura was --  
12 she was the director of housing, she had a good  
13 understanding of the politics of the borough and the  
14 priorities of the council and the councillors, and so  
15 I wanted to understand what the council wanted the TMO  
16 to deliver on their behalf, and she was the key point of  
17 contact to establish that.

18 Q. Right. So when you say "wanted to deliver", you mean  
19 elements of the scope? You wanted clarification as to  
20 what they wanted, RBKC wanted, as to what the  
21 Grenfell Tower refurbishment should include?

22 A. It was a two-way conversation. So I had looked at some  
23 of the design and was proposing to take some of those  
24 items out that I thought were a bit over the top and  
25 unnecessary, and I wanted to check in and make sure that

30

1 what we were doing was on the right track politically,  
2 because the -- my understanding is that the evolution of  
3 the Grenfell Tower refurbishment came out of the  
4 discussion with the local community around the delivery  
5 of the KALC project, and there was a lot of history and  
6 detail around that, and Laura had a very good  
7 understanding of what that discussion had been, and what  
8 the local community wanted. So that's part of the  
9 dialogue.

10 Q. I see. So, from your perspective, Laura Johnson was the  
11 source of information or guidance -- is this right? --  
12 not only about the figure you had to play with, but  
13 actually about what the scope of the Grenfell Tower  
14 refurbishment should include?

15 A. Erm ... she was one of a number of -- she was one of  
16 a number of key stakeholders in this, and, you know, she  
17 was a key one, and the council was a key one, the local  
18 community were key. So we were -- I was having  
19 discussions of this nature with all parties.

20 Q. I'm not making any underlying suggestion about whether  
21 it's right or wrong, I just want to get to the facts.  
22 I just want to establish with some precision, from your  
23 perspective -- and appreciating what you say about key  
24 stakeholders -- is it right that you were looking to  
25 Laura Johnson for information or guidance not only about

31

1 the figure, the budget figure you had to play with, but  
2 also about what the scope of the Grenfell Tower  
3 refurbishment included? Is that right?

4 A. Yeah, as a stakeholder, I was getting her views on what  
5 the scope should be.

6 Q. Yes, thank you.

7 When you then come to, "will be at the table", first  
8 of all, who said that? It's a quotation. Who said  
9 that?

10 A. Laura said that.

11 Q. I see. So did Laura say, "We will be at the table", in  
12 other words RBKC?

13 A. No, the TMO will be at the table.

14 Q. I see. So she said, "You will be at the table"?

15 A. No, the TMO.

16 Q. Indeed. I just want to be clear, when you wrote down  
17 "We will be at the table", you're substituting the  
18 "we" -- you mean the TMO?

19 A. Yes.

20 Q. So you're saying there that she said that the TMO would  
21 be at the table?

22 A. Yes.

23 Q. What's the table?

24 A. This is -- so I was talking to Laura about -- and part  
25 of this was working with the council to understand their

32

1 priorities in terms of what they wanted us to deliver  
 2 for Grenfell Tower, but also I wanted to establish  
 3 whether there were other things that the TMO could  
 4 deliver on behalf of the council, are there other  
 5 projects that could reasonably be delivered through the  
 6 TMO, because I was looking to build up a team that was  
 7 skilled and able to deliver complex projects for  
 8 the council. And so I think that what Laura was  
 9 pointing out here, she was saying we shouldn't be  
 10 duplicating things, setting stuff up unnecessarily, we  
 11 should be delivering decent homes, working on other  
 12 stuff. That's the question about what other stuff there  
 13 might be, which -- basically: are there projects that  
 14 the TMO could deliver on behalf of the council? And  
 15 Laura's response was: we will be at the table but -- you  
 16 know, she wasn't promising, she was saying -- in part  
 17 I took that if we can show that we can deliver complex  
 18 projects, then that will help secure future  
 19 opportunities.

20 Q. So, in short, Laura Johnson and RBKC were involved in  
 21 the decision-making process about what should be  
 22 delivered in respect of the Grenfell Tower project?

23 A. Yes.

24 Q. You said a moment ago that you wanted to ensure that the  
 25 project was on the right track politically. Do we take

33

1 it from that that the scope of the Grenfell Tower  
 2 project was a political issue, to use your word?

3 A. In terms of the council broadly wanting -- knowing what  
 4 they wanted and what their priorities were, so that was  
 5 something that I was -- would take -- sense check with  
 6 Laura, but also present to the Housing and Property  
 7 Scrutiny Committee in RBKC. So there was an ongoing  
 8 process of developing the proposals and ultimately  
 9 agreeing them.

10 Q. When you use the word "political", what do you mean?

11 A. The council. So ultimately the decision around the  
 12 funding of this project was a council decision, so it  
 13 needed -- it was signed off ultimately by Cabinet.

14 Q. I just want to be clear when you use the word  
 15 "political", do you mean politically sensitive?

16 A. No, I mean, the council as a political entity.

17 Q. Did you have any discussions with Laura Johnson at this  
 18 time -- 13 February 2013 -- about the decision about who  
 19 would be or who shouldn't be the contractor on the  
 20 Grenfell Tower project?

21 A. I did have a conversation with her. I can't remember at  
 22 what time that was. Maybe you could help me with that.

23 Q. Maybe we can, but did you have a discussion with her  
 24 about who should be the contractor?

25 A. There was a subsequent conversation to this one where

34

1 I had a conversation with Laura regarding a number of  
 2 things. One was, in looking at the scope of the works  
 3 on Grenfell Tower, there was an issue that had occurred  
 4 to me that we weren't including to do internal works  
 5 within the flats to the kitchens and bathrooms. So at  
 6 the end of the project, we could potentially end up in  
 7 a situation where the properties, although substantially  
 8 refurbished, didn't meet the Decent Homes standard,  
 9 which was the minimum standard for social housing. So  
 10 there was a question I wanted to ask about that.

11 I also wanted to talk to her about -- I wanted just  
 12 to check in that she was comfortable with the level of  
 13 spend that we were looking to commit to the boxing club  
 14 and to the nursery, because they were considerable, and  
 15 wouldn't necessarily generate significant income. So  
 16 I just wanted to make sure that she was -- I wanted  
 17 to -- I wanted her opinion on where those priorities  
 18 were.

19 Q. Do you remember when that conversation was?

20 A. I'll have to rely on my notes. I don't have it in my  
 21 head. But it was around the time when we were making  
 22 the decision around procurement -- potentially working  
 23 with Leadbitters or re-procuring.

24 Q. I think I know what you are referring to and we will  
 25 come to that in due course.

35

1 Just to go back on the answer you did give a moment  
 2 ago, you said you wanted to talk to her about specific  
 3 things, and in particular the level of spend you would  
 4 commit to the boxing club and the nursery.

5 Does that tell us that you wanted her views,  
 6 guidance, instruction even, perhaps, on specific items  
 7 or the cost of specific items within the scope of the  
 8 Grenfell Tower refurbishment as then proposed?

9 A. I wanted her to be aware of the level -- the sort of  
 10 costs that those two items, particularly the boxing club  
 11 and the nursery, were going to entail.

12 Q. Why did you think it might be a concern of hers how much  
 13 you spent on individual elements of the overall project?

14 A. Because if, for example, we could have omitted one of  
 15 those elements and renewed all of the kitchens and  
 16 bathrooms to achieve the Decent Homes standard,  
 17 for example, so there could have been some options  
 18 there, and I wanted to understand the priorities from  
 19 the council's perspective in terms of what they wanted  
 20 us to achieve.

21 Q. Right, I see. So you're telling us, I think, in broad  
 22 terms that the council had substantive input -- let's  
 23 use a neutral word -- into not only the overall budget  
 24 that you were allowed to have, but into how to and  
 25 whether to spend individual elements of that budget?

36

1 A. They were a key stakeholder and so I thought it was  
 2 appropriate that we talk about the options and the  
 3 possibilities within that budget.  
 4 Q. That's a yes, then, is it?  
 5 A. As I say, that's ... yes to what?  
 6 Q. Yes to my question.  
 7 A. Can you remind me of the question?  
 8 Q. Yes. The council, RBKC, had substantive input into not  
 9 only the overall budget that you were allowed to have,  
 10 but into how and whether to spend specific elements of  
 11 that budget?  
 12 A. Yes, we consulted them on that matter.  
 13 Q. Thank you.  
 14 Now, I want to ask you some questions about events  
 15 relating to Leadbitter in the months after you started,  
 16 that's where we're going.  
 17 Can I take you to your first witness statement,  
 18 please, at page 6 {TMO00000892/6}, and let's go to  
 19 paragraph 35. You say:  
 20 "At various meetings we discussed the difference  
 21 between the Artelia and Leadbitter estimates for work  
 22 packages. I also had concerns at this time about  
 23 Leadbitter's suitability as a main contractor for this  
 24 type of project because of their lack of experience of  
 25 work of this nature and of working with residents who

37

1 remained in their homes during the works. I also had  
 2 concerns about them being taken over by Bouygues who,  
 3 from my past experience, had lacked the experience of  
 4 working with residents in occupation. It was very  
 5 important to us on behalf of the residents that the  
 6 contractors demonstrated their concerns and ability to  
 7 work alongside residents in situ and to be sympathetic  
 8 to their needs and issues."  
 9 Leadbitters and Bouygues, who were going to take  
 10 them over, I think --  
 11 A. Yes.  
 12 Q. -- was their perceived lack of experience in doing  
 13 residential refurbishments with residents in occupation  
 14 the only matter on which you had doubts about their  
 15 suitability, or were there others?  
 16 A. There were others. I think the length of time it had  
 17 taken to get some costs. There was a -- there was  
 18 perceived within the professional team when I arrived  
 19 that there was a lack of urgency and a lack of  
 20 commitment to the project from Leadbitter. But also --  
 21 but personally, my biggest concern was their lack of  
 22 experience of refurbishing this sort of project. My  
 23 experience of them was as a developer rather than --  
 24 a new-build developer rather than a contractor  
 25 experienced in refurbishing homes in occupation, which

38

1 I felt was a very -- was a specialist area.  
 2 Q. Did you know that they had a subsidiary that could have  
 3 done that work, who had experience of working with  
 4 residents in situ?  
 5 A. I was told they had a subsidiary, I can't remember the  
 6 name of that subsidiary, but on the basis that we'd done  
 7 no due diligence on Leadbitters as I could see -- as far  
 8 as I could see, and that they hadn't delivered costs and  
 9 were very slow in responding, weren't turning up to  
 10 meetings when asked, we were concerned that this wasn't  
 11 progressing with the urgency that was needed.  
 12 Q. Now, you say, "we'd done no due diligence on  
 13 Leadbitters", as you could see. Is the "we" the TMO?  
 14 A. Yes. Well, I don't -- no, sorry, the answer is: no,  
 15 I don't know. That was my perception. I hadn't done  
 16 any due diligence on Leadbitters. I don't know what  
 17 Mark Anderson had done when the original proposal to  
 18 appoint Leadbitters was done. I didn't have sight of  
 19 that.  
 20 Q. Right.  
 21 A. But I hadn't done any -- I hadn't seen any due diligence  
 22 that had taken place when I was in post, and I felt it  
 23 was really important that we got the right contractors  
 24 with the right experience for this sort of work.  
 25 Q. Did you not think then to do some due diligence of your

39

1 own on Leadbitter to check whether they were suitable  
 2 for the Grenfell Tower project?  
 3 A. That was an option, but bearing in mind that at that  
 4 point they weren't providing us basic cost analysis  
 5 of -- and it was part of a negotiation that had been  
 6 going on for several months, I didn't feel that that was  
 7 necessarily the best approach at that time.  
 8 Q. Yes. You see, you say you don't know what Mark Anderson  
 9 had done by way of due diligence in respect of  
 10 Leadbitters, and you hadn't done any either, and you  
 11 were keen to get the right contractor. My question is:  
 12 given those concerns that you just told us about in the  
 13 early months of 2013, why didn't you go about doing your  
 14 own due diligence on Leadbitter to see if they were  
 15 suitable?  
 16 A. The option there was -- ultimately the option -- the  
 17 decision was that if Leadbitter wanted this job they  
 18 would show some urgency, and they could apply for it  
 19 through the OJEU process and we would carry out due  
 20 diligence, and if they were the right contractor for the  
 21 job, then they would be successful through that process.  
 22 Q. At that point they weren't, of course, the subject of  
 23 a tender, but they were the proposed contractor, leaving  
 24 aside what Laura Johnson had said in her 3 January 2013  
 25 email. They were the proposed contractor you were

40

1 dealing with, weren't they --  
 2 A. Yes.  
 3 Q. -- in respect of the Grenfell Tower project?  
 4 A. They were.  
 5 Q. But you also told us that you were concerned -- is this  
 6 right? -- that you hadn't had any due diligence either  
 7 shown to you or done yourself on them?  
 8 A. The feedback I'd got from the professional team is that  
 9 Leadbitter themselves had no experience of refurbishing  
 10 tower blocks with residents in occupation. They were  
 11 proposing to use a subsidiary that I had no knowledge  
 12 of, so I felt that due diligence was necessary, but if  
 13 we were going to go through a process of doing due  
 14 diligence, why not do that in the context of an open  
 15 tender?  
 16 Q. Right. Is it right that you actually had a conscious  
 17 think about Leadbitter's experience and suitability for  
 18 the Grenfell Tower project?  
 19 A. Completely.  
 20 Q. And you were concerned at the time, as part of your  
 21 thinking about the need to re-tender, that you hadn't  
 22 had any due diligence, or hadn't seen any due diligence  
 23 or done any yourself, on Leadbitter?  
 24 A. It was particularly around working with residents in  
 25 occupation.

41

1 Q. Right.  
 2 Can I ask you why you thought consciously about  
 3 Leadbitter's experience and the absence of due diligence  
 4 in respect of them for Grenfell, but not about  
 5 Studio E's?  
 6 A. Because Studio E's work was more or less complete by  
 7 that time. So I wasn't going to -- there was no need  
 8 for me to go back and do due diligence on Studio E  
 9 because they had carried out the works more or less that  
 10 was going to go to tender.  
 11 Q. Well, is that right? January 2013, they hadn't carried  
 12 out the works, had they?  
 13 A. They were at stage D, that's right.  
 14 Q. Exactly.  
 15 A. They had to carry out -- but substantially the works had  
 16 been designed to stage D, and there was a requirement to  
 17 take it to stage E to put it to the market, and that was  
 18 the decision, and that -- so my -- so rather than --  
 19 I didn't -- it didn't occur to me to open up the due  
 20 diligence on Studio E for the reasons that I gave  
 21 yesterday relating to the fact that they were already  
 22 working on an adjacent complex overlaid property. But  
 23 I was ... and I felt that if there was -- not that  
 24 I thought that there was any issue relating to Studio E,  
 25 but by going through and bringing in a design and build

42

1 contractor with the right experience of working with  
 2 residents and refurbishing tower blocks, then that would  
 3 be the solution.  
 4 Q. But you were concerned that you hadn't done any due  
 5 diligence on Leadbitter and were concerned about the  
 6 experience, but you weren't concerned -- is this  
 7 right? -- about the fact that you had done no due  
 8 diligence on Studio E?  
 9 A. As I say, there was no -- they had been appointed and  
 10 had substantially completed the work at that point, and  
 11 I had no reason -- there was nothing that -- in the  
 12 small amount of work they did in the time that I was  
 13 there on the client side, they raised no specific  
 14 concerns that made me think I would go and re-open the  
 15 whole due diligence on this project.  
 16 Q. But those are two different things, aren't they?  
 17 Deciding not to do due diligence on somebody because  
 18 they've already done a lot of work isn't the same as not  
 19 doing due diligence because you're concerned about their  
 20 experience. Really what I'm trying to understand at the  
 21 moment is why you were concerned about not having due  
 22 diligence done on Leadbitter to understand their  
 23 experience for the Grenfell Tower project, but weren't  
 24 concerned to do the same exercise with Studio E?  
 25 A. In a way, the re-procurement through the OJEU process

43

1 was going to address both issues, by getting  
 2 a contractor in who would take on responsibility for the  
 3 design and the build of the project.  
 4 Q. I understand that, with Leadbitter, but you weren't  
 5 proposing to have a new OJEU process for Studio E, were  
 6 you?  
 7 A. No.  
 8 Q. And therefore there would be no process which would  
 9 flush out any issues about their experience or expertise  
 10 in overcladding a high-rise residential building?  
 11 A. As I say, I had no cause to go and -- go back to the  
 12 basics on the design team. I'd understood at that stage  
 13 they'd been through due diligence processes through  
 14 the -- well, I assumed at the time the IESE framework  
 15 and the council's appointment of them, but I now  
 16 understand it is actually the council's due diligence at  
 17 that point. So I had understood that that had taken  
 18 place and that -- and I'd had no concerns personally  
 19 that I'd recognised in relation to Studio E, and neither  
 20 did any of the other members of the professional team  
 21 raise any concerns in relation to them. So I really had  
 22 no cause, and I didn't even know -- I didn't know their  
 23 lack of experience on high-rise at that time.  
 24 Q. No, indeed, and my question is: how at the time could  
 25 you have thought that RBKC's historic due diligence into

44

1 Studio E for the KALC project could have any bearing at  
 2 all on their experience and suitability for the  
 3 Grenfell Tower project when you were the client?  
 4 A. I didn't have sight of what due diligence Mark Anderson  
 5 had undertaken when he did the initial appointment of  
 6 Studio E.  
 7 Q. Did you ask him for it?  
 8 A. No.  
 9 Q. Did you ask anyone to see what due diligence had been  
 10 done initially on Studio E?  
 11 A. I had no cause for concern that would have led me to go  
 12 back and revisit the initial appointments of any of the  
 13 professional team.  
 14 Q. That's just the point, you see, Mr Maddison, you did  
 15 have cause because you had cause to question  
 16 Leadbitter's experience in respect of the Grenfell Tower  
 17 project, and what I'm suggesting to you is that the same  
 18 cause ought to have prompted you to examine Studio E's  
 19 suitability and experience?  
 20 A. The cause that triggered the -- there were a number of  
 21 causes. It wasn't a single cause that led me to the  
 22 view that we should tender the work with Leadbitters.  
 23 It was actually that -- there were a number of different  
 24 factors. One was about their appetite for the works and  
 25 their costs and their ability to produce costs, and part

45

1 of it was their lack of experience, which we could have  
 2 carried out specific due diligence around, but felt that  
 3 it would be much more -- the other aspect of this was  
 4 a conversation that I had with Laura Johnson in relation  
 5 to their difficulty getting financial close on the KALC  
 6 project, and that added to the range of issues that led  
 7 me to come to the view that we should put that to the  
 8 market.  
 9 Q. That I understand. Let me just try one more time.  
 10 There were a set of causes which drove you to put  
 11 the Grenfell Tower project out to tender for the  
 12 contractor, one of which was your concern about the  
 13 absence of due diligence and information about the  
 14 experience of Leadbitter.  
 15 My question -- and I'll ask it one more time -- is:  
 16 given that you had cause to be concerned about  
 17 Leadbitter for the Grenfell Tower project, why didn't  
 18 you think at the same time of looking to see whether  
 19 Studio E had experience and expertise for the  
 20 Grenfell Tower project?  
 21 A. I think I've explained why I didn't, because of the  
 22 stage that we were at, but also, through the design and  
 23 build process and selecting a contractor with the right  
 24 experience, they would take responsibility for the  
 25 design post-contract, and there was a -- so that was

46

1 another part of this, because it would -- the contractor  
 2 would be required to do due diligence on whichever  
 3 designer they appointed.  
 4 Q. Indeed, but they would only be tendering, wouldn't they,  
 5 on the basis of a set of employer's requirements and  
 6 detailed drawings which had already been produced by  
 7 Studio E? Didn't you want to make sure that the tender,  
 8 when it happened, would be based on drawings done by  
 9 an architect on whom you had done due diligence for the  
 10 Grenfell Tower project?  
 11 A. As I say, I had no cause to go back and review the due  
 12 diligence that had already been undertaken on this.  
 13 Q. Well, you do say that, and I have suggested the  
 14 opposite, but you disagree.  
 15 A. Yes.  
 16 Q. Right.  
 17 SIR MARTIN MOORE-BICK: Can I just ask you this: did you  
 18 expect the contractor, once he had been appointed and  
 19 had taken over responsibility for design, to examine  
 20 design decisions made by the architect before the  
 21 contractor had come on board?  
 22 A. Yes.  
 23 SIR MARTIN MOORE-BICK: Okay. Thank you.  
 24 MR MILLETT: Can we go to {TMO10038870}. This is a set of  
 25 minutes of the TMO programme board of 25 March 2013. Do

47

1 you see that?  
 2 A. Yes.  
 3 Q. You can see who was present: Robert Black, Sacha Jevans,  
 4 Anthony Parkes and Yvonne Birch, with Nick Rendle in  
 5 attendance and Judella Fereira. But we can see you were  
 6 there for the Grenfell Tower item, if you look halfway  
 7 down the page, and it's just at the bottom of the screen  
 8 there. Do you see that?  
 9 A. Yes.  
 10 Q. Just in general terms, can you explain to us, the  
 11 programme board, is that part of the TMO's board? Is it  
 12 a subcommittee or --  
 13 A. No.  
 14 Q. What is it?  
 15 A. It's a subcommittee of the executive team, so it's -- it  
 16 was the executive team considering major projects that  
 17 were running of all natures.  
 18 Q. I see. So it was, as you I think put it, a committee of  
 19 members of the executive team?  
 20 A. Yes.  
 21 Q. Who were themselves members of the TMO board?  
 22 A. Yes.  
 23 Q. Yes.  
 24 A. And who would bring in -- so people would attend. So  
 25 I would attend for just specific items. I wouldn't be

48

1 there for the full meeting.  
 2 Q. Yes, I understand.  
 3 Can we go to page 2 {TMO10038870/2}, please, and  
 4 look at paragraph 5. You say, I think, there, just  
 5 below the initial on the right-hand side, "PD":  
 6 "Procurement would be an issue as the Board were  
 7 sold the project on the basis that we were doing it this  
 8 way for efficiency savings."  
 9 A. Sorry, can you just reorient me?  
 10 Q. Sorry, it's about a third of the way down the page.  
 11 Perhaps I should just go back, in fairness to you,  
 12 and give you the full context. If we go back to page 1  
 13 {TMO10038870/1}, we can see that this is part of  
 14 a discussion about Grenfell Tower. You had attended the  
 15 meeting with Paul Dunkerton and David Gibson for that  
 16 item and the Hidden Homes agenda, and you can see you  
 17 give a presentation.  
 18 At the bottom of the page -- we can pick the point  
 19 up, I suppose, here -- you say there has been no clear  
 20 audit trail to explain how decisions were made.  
 21 Pausing there on that, whilst we have it up, is that  
 22 right, were you concerned that there had been no clear  
 23 audit trail hitherto on the Grenfell Tower project to  
 24 show how decisions had been made?  
 25 A. I think there are lots of elements in the project that

49

1 needed reviewing and rationalising, and I think it  
 2 had -- the scope had spread, and so the process that  
 3 I was going through was working with various  
 4 stakeholders to package up the elements and make --  
 5 ensure we did the right priorities.  
 6 Q. My question is -- well, let's take it in stages.  
 7 Who said there had been no clear audit trail to  
 8 explain how decisions were made?  
 9 A. I don't remember, but it could have been me.  
 10 Q. Were you concerned that there had been no clear audit  
 11 trail?  
 12 A. No, I was more concerned that we had a scope of works  
 13 that might not be achieving the priorities that we  
 14 wanted to ...  
 15 Q. This looks like a complaint about the absence of a clear  
 16 audit trail to explain how decisions were made; is that  
 17 right?  
 18 A. No, it's not a complaint, it's more about saying we've  
 19 got a scope of works that is a bit complex and  
 20 perplexing, and I don't know how we got there, so there  
 21 may be some good reasons for those things, but there's  
 22 no audit trail, so what I was working on were what  
 23 I thought were my priorities -- were the priorities for  
 24 the project, and I was working with stakeholders to  
 25 ensure that they agreed or disagreed so we could get the

50

1 right scope of works.  
 2 Q. Going back to page 2 {TMO10038870/2}, please, and look  
 3 a third of the way down the page at the fifth paragraph  
 4 down:  
 5 "Procurement would be an issue ..."  
 6 Do you see that, just below the "PD" on the  
 7 right-hand side?  
 8 A. Yes.  
 9 Q. "Procurement would be an issue as the Board were sold  
 10 the project on the basis that we were doing it this way  
 11 for efficiency savings."  
 12 Which board was meant here?  
 13 A. I'm assuming that's the KCTMO board.  
 14 Q. The KCTMO board, yes, not the programme board. Or was  
 15 it the programme board?  
 16 A. I don't know.  
 17 Q. You don't know?  
 18 A. You could be right.  
 19 Q. Either way it was either the full TMO board or the  
 20 programme board.  
 21 What did it mean that the board were sold the  
 22 project? Sold by whom?  
 23 A. I think what that means is that the reason for going  
 24 through this proposed procurement route was that there  
 25 would be financial advantages for working with

51

1 Leadbitters, because they were on the adjacent site, we  
 2 could get economies of scale, you could use the same  
 3 site set-up, and that was assuming that we would get  
 4 a better value for money.  
 5 Q. Mr Maddison, that's an answer to a different question.  
 6 The question is: sold by whom? You see it says, "the  
 7 Board were sold the project".  
 8 A. I don't know.  
 9 Q. Who sold the project to the board?  
 10 A. I think whoever proposed -- whoever's written to the  
 11 board, so I presume it was -- the person who would have  
 12 written the report to the board would have been  
 13 Mark Anderson, I would assume, to that point. But  
 14 I imagine that he was recommending that the -- that we  
 15 procure the project through Leadbitters for the reasons  
 16 I'd described.  
 17 Q. When it says, "on the basis that we were doing it this  
 18 way", what does "doing it this way" mean? Doing it  
 19 which way?  
 20 A. Procuring it with -- negotiating a contract with  
 21 Leadbitter.  
 22 Q. With Leadbitter?  
 23 A. Yes.  
 24 Q. I see.  
 25 Continuing the next paragraph down, it says:

52

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

6 What did you say to Laura Johnson in the  
7 conversation that's recorded here?

8 A. That was the conversation we talked about earlier, where  
9 I discussed with her her experience in relation to their  
10 negotiation with Leadbitter and the difficulty they'd  
11 had in reaching financial close on that negotiation and  
12 agreeing the principles and priorities going forward.

13 One of the key things that came out of that was around  
14 time, because I was -- one of the implications of us  
15 tendering this project was that it would take us a bit  
16 longer to get it on site, and residents were very  
17 concerned that this project had already been in a very  
18 slow gestation and they wanted it to be delivered, and  
19 we wanted to deliver it on their behalf.

20 Q. Do you remember when that conversation took place, or --

21 A. It will be on the record here, but I don't know off the  
22 top of my --

23 Q. I don't think it is, and that's why I was asking you.  
24 Do you know when that conversation took place?

25 A. Erm ...

53

1 Q. This is 25 March 2013, so do you remember how soon  
2 before this meeting that conversation took place?

3 A. I don't.

4 Q. Right.

5 Do you know whether there is a record of that  
6 conversation? We can't find it in your note.

7 A. I don't. It may have been the note that we were looking  
8 at. I mean, my notes aren't verbatim, they're just  
9 aide memoires, really.

10 Q. Would it be routine for you to discuss these matters  
11 with Laura Johnson?

12 A. Yes.

13 Q. Is it not the case that the only reason for you to talk  
14 to Laura Johnson about the Grenfell Tower project is if  
15 you needed a bigger budget?

16 A. No, it was about establishing priorities and principles  
17 in terms of the scope of works, the timing of the works,  
18 and other issues.

19 Q. Did you say to Laura Johnson during this conversation,  
20 "Look, Laura, Leadbitter are coming in consistently more  
21 expensive, I'm going to need a bigger budget"?

22 A. No, because at that stage one of the concerns -- the  
23 main concern, I think, with Leadbitter at that stage in  
24 relation to their finances was that they wouldn't give  
25 any financial breakdown of their costs so that we could

54

1 compare them to Artelia's estimates, and their costs  
2 were significantly higher than Artelia's estimates. The  
3 project had been in a bit of an impasse for some time on  
4 that point.

5 Q. We will explore that in a little bit more detail  
6 shortly.

7 If we go a little further down this note, two-thirds  
8 of the way down the page, it says:

9 "The recommendation from Peter is for us to  
10 re-procure. We will wait till next weeks deadline for  
11 Leadbitters to come back with breakdown and reasons for  
12 gaps in costs. If the information is not forthcoming or  
13 we still cannot reach an agreement then we should  
14 proceed by using an existing framework."

15 Is it right that it was you, according to this  
16 minute, who recommended re-procurement at that meeting?

17 A. Yes.

18 Q. Can we look at the final two paragraphs on that page:

19 "Peter and team will look at the redesign  
20 opportunities to get a sense check and the go back to  
21 RBKC with a proposal for how to proceed.

22 "It needs to be thoroughly explained that  
23 Leadbitters are trying to overcharge."

24 Who said that it had to be explained that

25 Leadbitters were trying to overcharge, do you remember?

55

1 A. I don't.

2 Q. Now, you just told us -- and indeed it is minuted  
3 elsewhere in this document, in fact in the paragraph  
4 just below halfway down the page -- that Leadbitter were  
5 at that stage still to come back to the TMO with  
6 a breakdown and reasons for their costings. Can you  
7 confirm that that was the position?

8 A. Yes.

9 Q. If that was the case, how could you or anybody there  
10 have come to the view that Leadbitter was trying to  
11 overcharge unless you had seen Leadbitter's breakdown of  
12 their costs?

13 A. Their costs to that date had been significantly higher  
14 than Artelia's estimate.

15 Q. Why would that be overcharging?

16 A. I think "overcharging" is an inappropriate word.

17 Q. Oh, is it? So what would you have liked to --

18 A. Sorry, can you point me to where it is?

19 Q. Yes, it's the last word on the page.

20 A. I think it explained that Leadbitter's costs are  
21 significantly higher than Artelia's estimates.

22 Q. It's a bit different, that, isn't it? Because the sense  
23 one gets from "Leadbitters are trying to overcharge" is  
24 that Leadbitters are doing something that's illegitimate  
25 or not in good faith?

56

1 A. Yes, that wouldn't be a word I would have used.  
 2 Q. So they weren't trying to overcharge; they were just  
 3 a bit more expensive than Artelia; is that the reality?  
 4 A. Yes.  
 5 MR MILLETT: Right.  
 6 Mr Chairman, it's 11.15. I'm about to come to  
 7 a different topic, in fact.  
 8 SIR MARTIN MOORE-BICK: Yes.  
 9 MR MILLETT: Not a completely different topic, it's part of  
 10 the same story, but it is a convenient moment.  
 11 SIR MARTIN MOORE-BICK: All right, we'll stop at that point,  
 12 then.  
 13 Mr Maddison, we're going to have a break at this  
 14 point. Please remember what I said to you yesterday  
 15 about not talking to anyone about your evidence or  
 16 anything to do with it over the adjournment.  
 17 THE WITNESS: Thank you.  
 18 SIR MARTIN MOORE-BICK: Thank you very much. Would you like  
 19 to go with the usher, please -- oh, sorry, we will come  
 20 back at 11.35, please. Thank you very much.  
 21 (Pause)  
 22 Good, thank you, 11.35, please, thank you.  
 23 (11.15 am)  
 24 (A short break)  
 25 (11.35 am)

57

1 SIR MARTIN MOORE-BICK: Right, Mr Maddison, ready to carry  
 2 on?  
 3 THE WITNESS: Yes, thank you.  
 4 MR MILLETT: Mr Maddison, can I ask you to go to your diary,  
 5 please, your 2013 diary at {TMO00879779/28}, please.  
 6 Now, this, at the top right-hand side, is an entry in  
 7 March 2013. I think we can see that it's March if we  
 8 scroll to the bottom of the page, if we can do that very  
 9 gently. There. We can see it's March, and we know it's  
 10 2013 from the top of the page, if we just scroll back up  
 11 to that, please. We can see that, on the left-hand  
 12 column, there is a note which says, is this right,  
 13 "Sacha" -- is that Sacha Jevans, I think? And in blue:  
 14 "Savills : next steps proposals (Robert & RBKC)."  
 15 Do you see that?  
 16 A. Yes.  
 17 Q. Then underneath that it says:  
 18 "Procurement strategy.  
 19 "Asset [management, I think] strategy.  
 20 "Energy strategy."  
 21 Then in the right-hand column it says, "Me", and  
 22 then in blue something about audit recommendations by  
 23 27 March 2013.  
 24 Then if you look a little bit lower down, we can see  
 25 other items:

58

1 "Meet Simon (Appleyards).  
 2 "Cliff Thomas (Leadbitter)."  
 3 And then it says something underneath that. Can you  
 4 read that to us? "Send [something]". Can you read  
 5 that?  
 6 A. I can't, I'm afraid.  
 7 Q. Right. Then it says "Meet", it looks like -- somebody,  
 8 "DG", is it, "LJ"?  
 9 A. I can't ...  
 10 Q. "DG" to agree procure ...  
 11 A. Oh, so that's possibly David Gibson and Jenny Jackson.  
 12 Q. JJ, Jenny Jackson, "to agree procurement priorities".  
 13 Then underneath that "central plant", and then "Maria"  
 14 and something else, and then "Budget proposals".  
 15 It looks as if this is a list of issues discussed,  
 16 or a note to yourself, I think, of matters to discuss.  
 17 Does that help you with your recollection of what  
 18 you discussed before the 25 March meeting, the note of  
 19 which we've just been looking at, the programme board  
 20 meeting?  
 21 A. It doesn't tremendously, to be honest, no.  
 22 Q. All right.  
 23 Can we then go to {ART00009101}, please. This is  
 24 a status report dated 23 April 2013, as you can see, and  
 25 that's page 1. This is a month later than the 25 March

59

1 programme board meeting that we saw earlier. Do you  
 2 remember this report at the time?  
 3 A. I remember a number of iterations of this report, yes.  
 4 I remember there being a report that was ...  
 5 Q. There were indeed a number of iterations of this report  
 6 and we're going to look at those.  
 7 Can we go to page 18 {ART00009101/18} of this  
 8 document, please. Here we see at the bottom of the  
 9 page, just above the numbered list, it says:  
 10 "Whilst this exercise is still underway, Appleyards  
 11 would suggest this is not a viable option, for the  
 12 following reasons ..."  
 13 The "this" is about re-procurement of the project  
 14 instead of Leadbitter. That's the context of it.  
 15 Before I go into the rest of the text, do you  
 16 remember that that was the context of the advice given  
 17 here?  
 18 A. Sorry, could you just ... I'm not really following what  
 19 it's saying. Sorry, what is the recommendation?  
 20 Q. Let me take it a little more slowly.  
 21 At the top of the page, this is under the advice  
 22 about the procurement of the principal contractor, do  
 23 you see?  
 24 A. Yeah.  
 25 Q. In the third paragraph it says:

60



1 "Given the present issues surrounding the project  
2 and acknowledging that the cause of at least some of the  
3 delays and inability to reconcile the cost plans  
4 between Appleyards as PQS and Leadbitter, have been  
5 suggested to due to a lack of responsiveness and  
6 pro-activeness on Leadbitter's part, it has been  
7 suggested that the TMO might be best suited to procure  
8 an alternative Principal Contractor for the project."

9 That's what's being considered.

10 Then in the middle of the page we can see that the  
11 LHC framework was identified, but some of the  
12 contractors on that had declined to submit or were  
13 awaiting costs.

14 Then three-quarters of the way down the page it  
15 says:

16 "Whilst this exercise is still underway, Appleyards  
17 would suggest this is not a viable option, for the  
18 following reasons ..."

19 A. Sorry, what is "that"? I'm not sure what "that" is.

20 Q. Well, you tell me. You received this report at the  
21 time.

22 A. Yes.

23 Q. As I read it, it's the re-procurement, but is that  
24 wrong?

25 A. "Whilst this exercise is still underway, Appleyards

61

1 would suggest this ..."

2 I don't know what "this" is.

3 Q. The "this" is the exercise of looking at alternative  
4 contractors from the framework or frameworks.

5 A. Right.

6 Q. Was that not the case?

7 A. It may be. Maybe as we work through it, maybe that  
8 will --

9 Q. I haven't read it all out to you because I had assumed  
10 that you were familiar with the document, or at least  
11 had in the past been familiar with the document.

12 Do you not understand what the exercise is to which  
13 Appleyards were referring?

14 A. Without reading the full report, it's difficult to  
15 comment on it in isolation, as there were lots of  
16 iterations of this report, so I could be misleading if  
17 I --

18 Q. Right, well, I don't want to do that.

19 Let's see if we can scroll through the document,  
20 then, so as to give you your best recollection of it.

21 Let's start with page 5 {ART00009101/5}, which is  
22 the executive summary, if we can.

23 A. Okay.

24 Q. We can see there that in the second paragraph the report  
25 has been generated, that's the "it":

62

1 "... because progression of the scheme has been  
2 extremely slow since before the beginning of 2013 and  
3 there are obvious indications that the scheme as it  
4 stands remains outside the parameters set for the  
5 project relating to time and cost, which continues to  
6 hamper progress. Consequently, the TMO have requested  
7 Appleyards highlight the current status of the project  
8 and make recommendations on how to progress the scheme  
9 for the refurbishment of Grenfell Tower."

10 A. It would help if I could go to those recommendations.  
11 That might help me recognise which version of the  
12 report.

13 Q. Right. Well, then that takes us through it to the end.

14 Let's take it a little bit more slowly, then, rather  
15 than jump about. Page 5, which we're on at the moment,  
16 has the bullet points of where we are at the moment in  
17 the middle, and then at the bottom of the page the  
18 principal issues facing the project. Do you see that at  
19 the bottom?

20 A. Yes.

21 Q. "No positive indication that the existing scheme can be  
22 completed for the approved budget."

23 Et cetera.

24 Then if we turn the page {ART00009101/6} we can see  
25 that at page 6, two-thirds of the way down, Appleyards

63

1 say:

2 "[In] the circumstances of the project, as presently  
3 identified ..."

4 Do you see that?

5 A. Sorry, no.

6 Q. Two-thirds of the way down:

7 "However, the circumstances of the project, as  
8 presently identified, are so significant that it is  
9 proposed that the project is stopped in its present  
10 guise, and a root and branch review is undertaken to  
11 better understand the contingent factors and to  
12 fundamentally revise the project brief before any  
13 further resource is committed in an attempt to progress  
14 a project which at face value is incapable of delivery  
15 in its present form."

16 Do you remember that?

17 A. I don't remember it, but --

18 Q. Right. It helps you refresh your recollection?

19 A. Yes.

20 Q. Then on page 8 {ART00009101/8}, under "Introduction and  
21 Status of Project at April 2013", just look at the third  
22 paragraph:

23 "To date, a construction budget has been identified  
24 for the refurbishment of the [Grenfell Tower  
25 refurbishment project] of £8.5 million."

64

1 Then at the bottom of the page, do you see it says:  
 2 "However at today's date the project has effectively  
 3 stalled, primarily due to the inability to align the  
 4 cost plans of the contractor and the PQS, the difference  
 5 being in excess of £1.2 million."  
 6 You see that?  
 7 A. Yes.  
 8 Q. Then over the page {ART00009101/9}, circumstantial  
 9 evidence:  
 10 "... the scope of the project developed over time  
 11 without clear guidance on a budget from client;  
 12 •" Early cost plans indicated affordability of the  
 13 project; and  
 14 •" Scope creep due to an absence of clarity over  
 15 budget and design team inclusion of clients requests for  
 16 scope enhancement and perceived requirements from local  
 17 authority planners."  
 18 Then also change of personnel. Do you see that?  
 19 That's page 9. Then if we go on to page 10  
 20 {ART00009101/10}, penultimate paragraph:  
 21 "The current position of the cost plans is such that  
 22 Appleyards figures are already in excess of the £8.5 M  
 23 budget and the contractor, Leadbitter's costs are  
 24 further in excess of that."  
 25 Then if you scroll through page 11 {ART00009101/11},

65

1 "Client Matters", and on to page 13 {ART00009101/13}  
 2 "Scope of Work/Design", do you see? Do you see that?  
 3 A. Yes.  
 4 Q. And then on page 14 {ART00009101/14} we have "Costs",  
 5 starting with "Costs History" and then the "Current  
 6 position". You see that? It says, under "Current  
 7 position":  
 8 "The current estimated construction cost by  
 9 Appleyards is revised to £9.364M (including £765k as  
 10 Client's contingency), an increase of £949k due to the  
 11 following reasons."  
 12 Then they're set out.  
 13 Then we can see, from the box at the bottom, that as  
 14 at 18 April 2013 -- that's only a few days before this  
 15 report -- Leadbitter's sixth submission had brought  
 16 their estimated construction costs, if you look at the  
 17 second box from the right in the table, down from a cost  
 18 of £12.148 million in February 2013 down to  
 19 £10.048 million in the middle of April, 18 April 2013.  
 20 It's come down by more than £2 million. Do you see  
 21 that?  
 22 A. Yes.  
 23 Q. And a total reduction, £2.1 million so far.  
 24 In the middle of page 15 {ART00009101/15}, can you  
 25 see there is a set of bullet points, above which is

66

1 said:  
 2 "The difference between Appleyards latest cost plan  
 3 and Leadbitters currently stands at £684k. The overall  
 4 comparison is summarised as below."  
 5 Do you see that?  
 6 A. Yes.  
 7 Q. Then the next page, page 16 {ART00009101/16} we get the  
 8 advice under paragraph 4.3, answering the question:  
 9 "Can value for money be proved utilising Leadbitter  
 10 costs? (Bearing in mind the option costs to dispense  
 11 with Leadbitter's services)."  
 12 Then the first two paragraphs say:  
 13 "A negotiated tender will historically be higher  
 14 than a competitively tendered one; however Appleyards  
 15 require further discussion with Leadbitter in order to  
 16 align Appleyards' cost plan and theirs. Leadbitter  
 17 willingness to adjust their rates based on Appleyards  
 18 comments have showed that they are open for negotiation  
 19 and their costs have already reduced significantly (by  
 20 £2.1 M) since their first cost submission.  
 21 "Appleyards believe that Leadbitter's overall  
 22 construction cost contain a relative level of risk  
 23 included in their pricing and this will be reduced once  
 24 they have actually measure the quantities and apply  
 25 relevant rates based on the drawings."

67

1 You see that.  
 2 Then underneath that, under paragraph 4.4 on  
 3 page 16, Appleyards say, under the heading "Value  
 4 Engineering (VE)":  
 5 "Appleyards current estimated construction cost is  
 6 £9.364M, which is £864k over the budget of £8.5M. We do  
 7 not think we can get within budget on the existing  
 8 specification."  
 9 Do you see that?  
 10 A. Yeah.  
 11 Q. That's an important sentence we're going to revisit  
 12 later in your evidence.  
 13 "Accordingly, a Value Engineering exercise will be  
 14 required simply to make the current scheme affordable."  
 15 Then we go to page 17 {ART00009101/17}, which is  
 16 some more mathematics. Then page 18 {ART00009101/18},  
 17 "Procurement", which is where I had started my  
 18 examination of you on this document.  
 19 Now, does that give you, I think, sufficient  
 20 background to be able to answer some questions on this  
 21 page?  
 22 A. Yes.  
 23 Q. Right.  
 24 Now, under "Procurement - Principle (sic)  
 25 Contractor", they set out -- and I've read to you

68

1 already the third paragraph on that page. Then, looking  
2 at the one underneath that:

3 "It is current being considered that an alternative  
4 framework might give the TMO access to other  
5 contractors, capable of better delivering the GTRP  
6 project."

7 Then it refers to the LHC framework:

8 "... and a number of contractors ... on this  
9 framework have been requested to provide a check price  
10 against Leadbitter based on a short scope of work and  
11 drawings provided to them."

12 And those are the results so far. Then it says:

13 "Whilst it is expected that prices to be received  
14 from either Higgins or Lakehouse may improve upon those  
15 submitted to date by Leadbitter, there would need to be  
16 some significant work to align all the figures and to  
17 determine if this course might give better value."

18 Then we come to the "Whilst this exercise is still  
19 underway", just there. I have read an awful lot of this  
20 to you, Mr Maddison, does this now make it clear in your  
21 mind about what the exercise being discussed is?

22 A. Sorry, could you --

23 Q. Well, you questioned what the exercise was and you  
24 wanted to --

25 A. Right, yes.

69

1 Q. I have given you more than enough context. The exercise  
2 is the check price for an alternative principal  
3 contractor.

4 A. A check price through the LHC isn't a feasible --

5 Q. Yes.

6 A. Yes.

7 Q. "... Appleyards would suggest this is not a viable  
8 option, for the following reasons ..."

9 Now, let's go to those and I will show those to you:

10 "1. PQS project costs maintain that the overall  
11 cost of the scheme is in excess of the budget, which  
12 would indicate more fundamental action is required  
13 rather than to just change the contractor.

14 "2. Usurping Leadbitter at this stage throws up  
15 legal questions about the TMO's ability to do this.  
16 Appleyards are unable to comment on the legalities of  
17 this and recommend separate legal advice is sought if  
18 this were to remain an option.

19 "3. Replacing the Principal contractor at this  
20 stage will incur additional time and expense without the  
21 guarantee that the TMO would be any better served by the  
22 replacement.

23 "4. Leadbitter's knowledge of the overall scheme,  
24 the client and the project team is lost."

25 Then over the page at 19 {ART00009101/19} the advice

70

1 is:

2 "Accordingly, and given the recommendations  
3 elsewhere in this report, Appleyards recommend retaining  
4 Leadbitters as preferred contractor for the scheme in  
5 whatever form it is finalised."

6 I've shown you quite a lot of this report. Perhaps  
7 we should just go to page 24 {ART00009101/24} and just  
8 dip into that for a moment, because you asked to see the  
9 conclusions, and there they are. We will come back to  
10 those. Under paragraph 5 on that page, the risks  
11 identified with re-procurement.

12 Then if we go to page 25 {ART00009101/25}, you can  
13 see the conclusion and recommendations. The  
14 recommendations are at the bottom of the page, which  
15 are:

16 "1. To stop the scheme in its existing guise  
17 immediately, pending a design team review.

18 "2. Revise the scope of the project, including the  
19 Decent Homes requirements with the £8.5m budget in mind  
20 & issue formally;

21 "3. Revise the project programme."

22 Then other things as well I needn't read out to you.

23 My overall question -- going back, if we can, to  
24 page 19 {ART00009101/19} at the top of the page -- is  
25 this is unequivocal advice by Artelia not to re-procure.

71

1 A. Could we just go back to page 25?

2 Q. Yes.

3 A. Because I think this is -- it's around this time -- so  
4 I think this report pre-dates the meeting with  
5 Laura Johnson that I had which we discussed earlier.

6 Q. Ah, well, it certainly pre-dates a discussion in May  
7 we're going to come to. I just want to ask you  
8 a question on this document, if I can.

9 A. Sorry.

10 Q. I've read a lot of it to you. I am very happy to read  
11 more of it to you, but even on what I've read to you so  
12 far, did you think at the time that Artelia were giving  
13 you unequivocal, in other words unambiguous, advice not  
14 to re-procure?

15 A. Erm ... I think ... that was clearly the recommendation  
16 of this report, although I think there were some other  
17 issues that needed to be considered as part of that, so  
18 that was part of the dialogue that I had with Artelia  
19 here, because I did have concerns around -- there were  
20 two main concerns, really. One was around -- was  
21 further to my conversation with Laura Johnson regarding  
22 the difficulty in getting financial close with  
23 Leadbitter on the KALC project. My concern was, even  
24 though our costs were getting closer in alignment here,  
25 there still might be a difficulty in reaching

72

1 a financial close, which could delay things further.  
 2 The real driver here was about getting the project  
 3 done, because residents were really concerned that this  
 4 had been going on for a very long time now, the project  
 5 had been talked about and developed and we weren't near  
 6 site, and my concern -- one of the concerns I had with  
 7 this report was that we may have ended up in a situation  
 8 where we continue to negotiate with Leadbitter, don't  
 9 get to financial close, then have to re-procure anyway,  
 10 and things just get kicked further down the road, and  
 11 that was not an acceptable thing for the residents or  
 12 for the TMO.

13 Q. I can absolutely understand what you have just said.

14 It's a long answer to a short and different question.

15 But I have to go back to ask it again, I'm afraid, and  
 16 then follow up on something else you have just said in  
 17 it.

18 At the time you received this report, did you  
 19 understand that Artelia -- Appleyards, as they then  
 20 were -- were giving you clear and unambiguous advice  
 21 that re-procurement would be a bad idea?

22 A. Yes.

23 Q. Yes.

24 Now, prior to this report, I think you just told us  
 25 in that long answer, you had had a discussion earlier

73

1 with Laura Johnson. Did Laura Johnson say anything to  
 2 you about whether the TMO should be re-procuring?  
 3 A. I discussed her experience or the council's experience  
 4 of negotiating with Leadbitter, and that experience was  
 5 one of the factors that led me to discuss with Artelia  
 6 the procurement route further to this report.

7 Q. That's not quite an answer to my question.

8 Did Laura Johnson say to you, "Peter, you would be  
 9 better off re-procuring the Grenfell Tower project  
 10 rather than sticking with Leadbitter"? Did she say  
 11 that? Did she suggest that?

12 A. She didn't say those words. We had a discussion and  
 13 I think we came to a common view that actually  
 14 re-procurement was the least risky approach here.

15 Q. You came to a common view?

16 A. Yes.

17 Q. I see.

18 In that discussion, which I think you have put at  
 19 before the 25 March programme board meeting, was she the  
 20 one to raise re-procurement?

21 A. No, I specifically went to see Laura to clarify issues  
 22 around the scope of works, the procurement and the  
 23 principles, because my concern was -- one was about  
 24 making sure we had the right scope of works, the issue  
 25 around Decent Homes being a key issue I wanted to

74

1 resolve, but I also wanted to be really clear that if we  
 2 were to re-procure, that might take longer than the  
 3 Leadbitter route, although there were risks that the  
 4 Leadbitter route may be prolonged in itself.

5 So it was a complicated situation, and I felt that  
 6 the clearest and cleanest way of doing this was to  
 7 re-procure.

8 Q. Did you get the impression from your discussion with  
 9 Laura Johnson that she was very firmly of the view that  
 10 there should be a re-procurement of the Grenfell Tower  
 11 project?

12 A. I think she was very clear that it was ultimately my  
 13 decision, but she gave me some information that I would  
 14 use in forming that decision.

15 Q. Did you have any reason to think that she was in any  
 16 doubt about whether there should be re-procurement?  
 17 I mean, were you clear in your mind that that's what she  
 18 wanted?

19 A. No, I think she was just giving me the benefit of her  
 20 experience of negotiating with Leadbitter.

21 Q. Now, we've seen that you told the TMO programme board  
 22 a month earlier, 25 March 2013, that there should be  
 23 a re-procurement. So, in the light of that, did  
 24 Artelia's advice here come as an unwelcome surprise to  
 25 you?

75

1 A. I wouldn't say an unwelcome surprise, but it was  
 2 a different report than I was expecting and it was a bit  
 3 of a surprise to see the costs move in the -- towards  
 4 Artelia's estimate.

5 Q. Right. So was that a good thing or a bad thing?

6 A. I think it was -- well, costs being closer to alignment  
 7 is a good thing; the time it's taken to get there was  
 8 a bad thing.

9 Q. You had got there nonetheless.

10 A. We had got to a point, we still hadn't got to anywhere  
 11 near financial close, so there was quite a way to go to  
 12 actually securing this as a contract.

13 Q. Let's go a little bit deeper into the report, page 25  
 14 {ART00009101/15}, which is what we're on. You can see  
 15 that here are the conclusions, and if you look at the  
 16 second paragraph down, it says:

17 "The project is currently over budget with little  
 18 expectation that if left to iterative reviews with the  
 19 contractor giving diminishing returns, that costs will  
 20 be aligned or reduced sufficiently to make the scheme  
 21 affordable."

22 In the next paragraph it says:

23 "The TMO has advised it has desires to change the  
 24 overall scheme to accommodate a change in brief and the  
 25 proposed VE options to afford these proposed changes may

76

1 be consumed simply to bring the existing scheme within  
 2 the realms of affordability ."  
 3 Then if you look halfway down the page, it says:  
 4 "Accordingly, it is Appleyards opinion ..."  
 5 And we looked at that.  
 6 "Accordingly, it is Appleyards opinion that unless  
 7 the project, in its current guise, is stopped and a  
 8 fundamental review embarked upon to re-define the scope,  
 9 programme and cost, it will fail ."  
 10 Now, just looking at that, would you agree that that  
 11 advice was critical of the project as it then stood in  
 12 April 2013?  
 13 A. It was explaining the challenges and the complexities  
 14 that the project was experiencing at that time, yes.  
 15 Q. And the report contained criticisms of the TMO, didn't  
 16 it, as well as Leadbitter?  
 17 A. Yes.  
 18 Q. So what was your reaction when you received this report?  
 19 A. I don't really remember.  
 20 Q. Now, examining a little bit more closely, if we can, the  
 21 figures and the extent of the budget shortfall, can we  
 22 go back to page 8 {ART00009101/8} in this document, in  
 23 this report. We looked at it a moment ago, but I just  
 24 want to focus your eye on it. Third paragraph down:  
 25 "To date, a construction budget has been identified

77

1 for the refurbishment of the GTRP of £8.5 million ."  
 2 Then if we flip on to page 10 {ART00009101/10} and  
 3 look at the second-from-last paragraph, again we see the  
 4 same point:  
 5 "The current position of the cost plans is such that  
 6 Appleyards figures are already in excess of the £8.5 M  
 7 budget and the contractor, Leadbitter's costs are  
 8 further in excess of that ."  
 9 Then if we go to page 14 {ART00009101/14} of the  
 10 status report at paragraph 4.2, "Current position",  
 11 I showed you this before, and I showed you, I think,  
 12 that the current estimated cost by Appleyards is revised  
 13 to £9.364 million, including £765,000 as a client's  
 14 contingency.  
 15 Then -- and I apologise for so many references -- if  
 16 we scroll over the page to page 15 {ART00009101/15}, you  
 17 can see, fourth paragraph down, a bullet point list, and  
 18 just above that:  
 19 "The difference between Appleyards latest cost plan  
 20 and Leadbitters currently stands at [in bold] £684k."  
 21 I have shown you all those together to lead to this  
 22 question: it's correct, isn't it, that at that time the  
 23 difference between Artelia and Leadbitter was actually  
 24 less than the amount of the TMO's contingency? The  
 25 contingency was £765,000, but the difference between

78

1 Artelia's latest cost plan and Leadbitter's was  
 2 £684,000. That's right, isn't it?  
 3 A. Yeah.  
 4 Q. That was still too big a difference, was it, for the TMO  
 5 to swallow?  
 6 A. No, I think there were a number of different issues that  
 7 were considered at that time. One was about the ...  
 8 I think we'd started the process of considering the  
 9 re-procurement option at that stage, and I think as part  
 10 of that, that helped me firm up my view that due  
 11 diligence was required to get a contractor who had the  
 12 right experience, and that the simplest and most direct  
 13 route of doing that was through an external procurement,  
 14 and if Leadbitters were the best placed, then they would  
 15 bid for the job and win it.  
 16 Q. Sorry, my question again: was the difference of £684,000  
 17 between Leadbitter's figures and Artelia's figures too  
 18 big a gap to bridge which would then justify  
 19 re-procurement of the whole project?  
 20 A. It wasn't the only factor.  
 21 Q. I understand that.  
 22 A. But it was a factor, yes.  
 23 Q. Did you think it was a bridgeable gap?  
 24 A. Yes.  
 25 Q. You did?

79

1 A. I think it could have been bridged, but I think there  
 2 were other factors also to be considered here. One was  
 3 that it had taken close to four months or more to get to  
 4 this point, in a very difficult negotiation, and that  
 5 the experience of RBKC in the negotiation and financial  
 6 close of the KALC project had been prolonged and  
 7 difficult and I was concerned that this might be  
 8 a further prolongation.  
 9 So it felt to me that the clearest way of getting  
 10 a contractor who had a track record of delivering this  
 11 sort of work with residents in occupation at a market  
 12 tested price was to put the whole project to the market.  
 13 Q. Does that tell us that even if Leadbitter had come down  
 14 by a further £684,000, you would still have re-procured?  
 15 A. I can't really speculate on that, but I -- my view at  
 16 the time, at this time, was that it was really essential  
 17 that we had a contractor with the right sort of  
 18 experience to do this work.  
 19 Q. I think it sounds as if -- and I just need clarity  
 20 here -- the answer to my question is yes, if Leadbitter  
 21 had come back to you in late April and said, "We will  
 22 reduce our price by a further £684,000" --  
 23 A. To be honest, yes, I think you're right, I think this  
 24 wasn't about price, this was about quality, this was  
 25 about getting the right contractor at this time. There

80

1 may have been a different approach if we had arrived at  
 2 this position several months earlier and we carried out  
 3 due diligence on Leadbitter at that time, but it just  
 4 felt as if this was -- this had dragged on for long  
 5 enough and it might have dragged on for much longer, and  
 6 we may have ended up having to go through a procurement  
 7 as well.

8 The driver was really about value for money and  
 9 getting the right experience in to deliver this project.

10 Q. You said a minute ago that this was about quality, not  
 11 about price, but you also say the driver was about value  
 12 for money. Now, I don't want to make a false opposite,  
 13 Mr Maddison, but which is it?

14 A. Which is it ...?

15 Q. Were you after better quality than Leadbitter could  
 16 deliver, regardless of whether you could bridge the  
 17 financial gap, or were you really after value for money?

18 A. In terms of quality, I was looking for experience of --  
 19 contractors who had experience of working on complex  
 20 projects in high-rise buildings, ideally with residents  
 21 in occupation.

22 Q. Was the problem not actually simpler: that the TMO  
 23 simply could not afford the project within the existing  
 24 budget, even with an overspend of only £684,000, or  
 25 8.3%?

81

1 A. Cost wasn't the driver here.

2 Q. You say cost wasn't a driver; value for money was.

3 A. It was a driver, it wasn't the driver. Value for money  
 4 and getting the right contractor with the right  
 5 experience was the driver here.

6 Q. Could you explain the difference to me between value for  
 7 money and cost?

8 A. Well, value for money is a factor of cost and --

9 Q. Yes.

10 A. -- and quality.

11 Q. Yes.

12 A. And our focus has always been on quality, and so in the  
 13 tender that was put out for this project, we gave  
 14 quality a 60% weighting against 40% on cost. And on  
 15 pretty much all of the procurement that the TMO ever  
 16 did, we did the same thing: we procured on cost -- on  
 17 quality as the main driver, and we didn't -- I think  
 18 very few contractors did we appoint the lowest  
 19 contractor.

20 Q. What gave you to think at the time, if anything, that  
 21 a re-procurement exercise would produce a contractor who  
 22 could deliver better quality within the £8.5 million  
 23 budget?

24 A. I thought that by putting all those contractors who  
 25 applied through a very thorough and rigorous due

82

1 diligence process, we would have the answer to that.

2 Q. The answer, but the answer is -- is this right? --

3 a better quality building than Leadbitter could produce  
 4 within the £8.5 million budget?

5 A. That was the judgement that we made, yes.

6 Q. What led you to think that that was remotely achievable?

7 A. It was because -- because Leadbitter could apply for  
 8 that. If Leadbitter's price was so keen, they would win  
 9 this tender.

10 Q. What led you to think that Leadbitters wouldn't be able  
 11 to do the project for the requisite quality?

12 A. Because their experience wasn't in working in high-rise  
 13 properties with residents in occupation, and that was  
 14 a really -- that was the driving factor from the TMO  
 15 here, was to make sure that the contractor had  
 16 experience of working with residents in occupation.  
 17 That was really the key.

18 Q. So not technical experience in producing a quality  
 19 finished building, but experience in dealing with  
 20 relationships --

21 A. That as well.

22 Q. -- at a human level?

23 A. That as well. There was -- the due diligence they went  
 24 through was comprehensive and covered a whole range of  
 25 issues, including experience and method statements

83

1 and --

2 Q. I just want to be clear, when you talk about quality,  
 3 you keep talking about experience of dealing with  
 4 refurbishments with residents in situ. Now, that's  
 5 a human relationships question. I'm not remotely saying  
 6 it's not a critically important one, but I want to focus  
 7 on what you mean by quality.

8 Is that what you mean by quality, as opposed to  
 9 finishing a well designed, well built and statutorily  
 10 compliant building?

11 A. All of those things. So that was defined within the  
 12 quality assessment of the tenderers.

13 Q. All right, all of those things, and what led you to  
 14 think that Leadbitter weren't going to be up to  
 15 producing a well designed, well constructed and  
 16 statutorily compliant building?

17 A. It wasn't my judgement that they couldn't.

18 Q. No.

19 A. But my judgement was that, to ensure that we got the  
 20 right contractor, the most direct way of ensuring we got  
 21 value for money was to put it to the market, and the  
 22 market would deliver that through a proper rigorous  
 23 assessment of price and quality.

24 Q. I see.

25 Can we go to {TMO00830537}, please. This is a set

84

1 of notes from the project review meeting with Appleyards  
2 on 26 April 2013, so three days after the report we've  
3 just seen, update we've just seen, and you were there  
4 with David Gibson and Paul Dunkerton, and from  
5 Appleyards we had Robert Powell and Simon Cash. The  
6 purpose of the meeting was, as it is said, to review the  
7 project and any key decisions.

8 If we look at the first paragraph under "Project  
9 cost", we can see that it says:

10 "Simon Cash, SC, talked through Appleyards recent  
11 report and their negotiation meetings with Leadbitter.  
12 He informed all that there is a cost difference of £684k  
13 between Appleyards and Leadbitter estimate for work  
14 packages which is approximately 8% difference and that  
15 this is the sort of difference you would expect at this  
16 stage."

17 You see that?

18 A. Yes.

19 Q. Do you remember that particularly?

20 A. Not particularly, no.

21 Q. Do you have any recollection of this meeting  
22 independently of this note?

23 A. I assume this meeting was reviewing the status report  
24 that we have just been through.

25 Q. Indeed. It says "talked through Appleyards recent

85

1 report", and I, like you, have assumed that's the report  
2 that's dated 23 April.

3 A. Yeah.

4 Q. Then in the fourth paragraph, Simon Cash says:

5 "... if we continued with these negotiation meetings  
6 then it's more than likely the difference between the  
7 two estimates would be level."

8 That's what he said. Did you agree with that?

9 A. I didn't have a view. I was taking their advice.

10 Q. But on what you told us this morning, when you said that  
11 the gap could be bridged, that was your view at the  
12 time, was it?

13 A. Yes.

14 Q. Then 5:

15 "PM [that's you], suggested we need to look at cost  
16 savings."

17 You see that? You can see there are some items  
18 suggested there.

19 Then if we go over the page to page 2

20 {TMO00830537/2}, please, we can see at item 9, just  
21 above the heading:

22 "SC asked if budget was flexible? PM advised that  
23 it could be dependant on the benefits to the  
24 project/building."

25 Do you remember any more about that conversation

86

1 other than what is said there?

2 A. No, but it was -- what we were looking to do was to  
3 ensure that we got a scope of works that met the  
4 priorities of the residents, primarily, but also  
5 the council and the TMO.

6 Q. Right.

7 A. And that the budget could be adjusted if necessary.

8 Q. Then under "Procurement and Contractual position",  
9 paragraph 1:

10 "Appleyards advise that there would be too much risk  
11 if we re-procured under current design as there is too  
12 much uncertainty on these design proposals."

13 Do you remember that?

14 A. I'm a little bit confused by the sequences, how we're  
15 looking at these, but my -- because I think something  
16 I saw earlier related to the kitchens and bathrooms,  
17 which -- so I'm not sure about the sequence of my  
18 conversation with Laura regarding priorities and this  
19 report, and maybe this happened before my conversation  
20 with Laura.

21 Q. Do you remember Simon Cash expressing the view that the  
22 design proposals were too uncertain?

23 A. Yes.

24 Q. And that that presented too much of a risk if there was  
25 a re-procurement?

87

1 A. Yes, so there was a discussion around refocusing the  
2 design and the scope of works for the tender of the  
3 work.

4 Q. Going back to something that we discussed, you and I,  
5 before the break about the due diligence on Studio E,  
6 you said that the designs were very well developed by  
7 this stage, by the time you came into the contract, but  
8 here we have Simon Cash in the April of 2013 telling you  
9 that there is too much uncertainty on them.

10 Did you not at that stage think, "Well, I'd better  
11 go back and do some due diligence on Studio E to see if  
12 they're really up to the mark in completing the design  
13 proposals to an appropriately certain level"?

14 A. I don't think he is talking about design quality there,  
15 I think he is talking about the scope of works. I think  
16 he means the design in general of what we are intending  
17 to do rather than, you know, the specifics of the  
18 design.

19 Q. Right. You see, he then goes on in the second paragraph  
20 to say:

21 "... if we did re-procure then a firm design needs  
22 to be agreed to develop a specification which would  
23 stand up to tender."

24 Did that not tell you that Studio E, who were at  
25 that stage the architects on this project, needed to do

88

1 more work in order to produce firm designs?  
 2 A. Well, the whole of the professional team needed to do  
 3 more work to develop the project from stage D to stage E  
 4 to allow us to progress the work, so that's what was --  
 5 Q. Yes.  
 6 A. Part of this process was the remobilisation of the  
 7 project and the reinvigoration of the project,  
 8 refocusing the project team, ensuring that the scope of  
 9 works was clear so we could then put it to the market.  
 10 Q. Indeed, and was not the very moment when you should have  
 11 looked at doing due diligence on Studio E to see if they  
 12 were the right people to be involved as the architects  
 13 in producing the designs in its remobilisation stage to  
 14 get it to tender?  
 15 A. As I said earlier, I had no reason to doubt the ability  
 16 of Studio E to carry out the works. They'd already had  
 17 due diligence carried out, and they had already taken  
 18 the scheme to stage D. To re-employ or to procure  
 19 a new -- well, it didn't occur. It didn't occur to me.  
 20 It may have been if one of the professional team had  
 21 raised concerns about the quality of any of that design,  
 22 but this isn't about the quality of the design, this is  
 23 more about the scope of work.  
 24 Q. Then at paragraph 3:  
 25 "RP advised that re-procurement would cost TMO in

89

1 regards of money, time and project delivery. Appleyards  
 2 are not sure of TMO's position if challenged by  
 3 Leadbitter. Also the Introduction of new contractor  
 4 would add more risk to project, with them not fully  
 5 knowing the ..."  
 6 I'm not sure what that's supposed to say:  
 7 "... and this would provide further delays and  
 8 possible cost."  
 9 Did that not bear in your thinking, that advice?  
 10 A. Well, I think you could look at the re-procurement in  
 11 relation to money, time and cost in two ways, because we  
 12 weren't guaranteed we were going to get value for money  
 13 through the negotiation with Leadbitter because we  
 14 hadn't reached financial close. We were at a point  
 15 where costs were aligning, but there was still a long  
 16 way to go before we could get to financial close.  
 17 Q. You say there was a long way to go; there was 8.3% way  
 18 to go.  
 19 A. At that stage, but there was further procurement of  
 20 contractor packages, I understand, and there was quite  
 21 a significant process to have gone through between where  
 22 we were then and where we would achieve financial close.  
 23 So this was about cost estimates rather than the actual  
 24 costs, and the experience of RBKC had been that that had  
 25 been a difficult process and had taken a very long time.

90

1 Q. Then it says:  
 2 "PM, had concerns with Leadbitter's suitability  
 3 working on this type of project."  
 4 Paragraph 5, do you see that?  
 5 A. Sorry.  
 6 Q. You can't see that on your screen, I'm sorry.  
 7 Paragraph 5:  
 8 "PM, had concerns with Leadbitter's suitability  
 9 working on this type of project."  
 10 Did you express your concern that Leadbitter weren't  
 11 suitable?  
 12 A. Yes.  
 13 Q. What did you say?  
 14 A. I explained that I didn't think that they had the track  
 15 record of delivering works to occupied properties.  
 16 Q. Then lower down at 6 it says:  
 17 "SC, suggested that Leadbitter were going to use  
 18 their subsidiary company ????? who are specialised in  
 19 this type of project as well as working with residents  
 20 in occupation."  
 21 What did Simon Cash say about that, do you remember?  
 22 A. I think that what's written there is all I recall.  
 23 Q. What was your reaction to that?  
 24 A. I think in a way this is where it focused me on the fact  
 25 that there was now a new entity coming in to be

91

1 delivering these works that we've never even met, don't  
 2 even have their name recorded in these minutes here, and  
 3 it really focused my attention that we needed to carry  
 4 out proper due diligence, otherwise we were just  
 5 accepting a subcontractor that we'd no experience of.  
 6 Q. Then at 8, skipping over 7, which is about personnel:  
 7 "SC, advised the TMO that under the circumstances,  
 8 as mentioned above, it would be wise to continue the  
 9 project with Leadbitter as main contractor."  
 10 Again, that was unequivocal advice, wasn't it?  
 11 A. It was.  
 12 Q. Yes, and then at 9 you are recorded as suggesting that:  
 13 "... if we continue with Leadbitter they need to  
 14 provide a robust programme showing their management in  
 15 working with residents, management of surveys and to  
 16 ensure they comply with specification."  
 17 What was your concern about their management of  
 18 surveys particularly?  
 19 A. I don't recall.  
 20 Q. What was your concern about ensuring they comply with  
 21 specification?  
 22 A. I think this must have been something that was linked  
 23 to -- remember, Artelia here were managing working with  
 24 Leadbitters on the KALC project, and maybe some of their  
 25 experience from the KALC project was being reported back

92



1 into the Grenfell Tower project, so maybe there were  
 2 some risks being identified there. I don't remember,  
 3 but it's --  
 4 Q. Right.  
 5 A. But that is true, and that underlines the fact that we  
 6 were -- we wanted to see a robust programme ensuring  
 7 their management of working with residents, that was  
 8 a key issue.  
 9 Q. If we turn to page 3 {TMO00830537/3}, please, of this  
 10 note, we can see there are two more headings,  
 11 "Consultant appointments" and "Actions":  
 12 "PM, Studio E fees will be considered for payment by  
 13 TMO but not sure what agreement we have with them. RB  
 14 to advise as above."  
 15 Now, this was some four months into your tenure at  
 16 the TMO. Can you explain why you still, even at that  
 17 stage, were not sure what the agreement or arrangements  
 18 were with Studio E about their fees?  
 19 A. I mean, in that period of time, very little worked had  
 20 happened on the design or with the professional team.  
 21 The project had stalled, effectively, so fees weren't  
 22 being incurred at that time. But as I recorded here,  
 23 I was unclear about the terms of those appointments, and  
 24 so the paper trail wasn't very clear.  
 25 Q. Why didn't you seek to answer this question a little bit

93

1 earlier when you came into the project initially?  
 2 A. This was the -- because there was no work really ongoing  
 3 at that time, this was -- so until we knew what we  
 4 needed the professional team to do -- we needed to know  
 5 what we needed to do so we could procure them and  
 6 commission them or instruct them, and that was -- so at  
 7 the point where we were now potentially looking at  
 8 moving the project forwards, we need to clarify the  
 9 roles and responsibilities of the professional team  
 10 through formal appointments.  
 11 Q. Then if you look under "Actions", paragraph 1 is  
 12 a global set of actions to move the project forward.  
 13 Paragraph 2:  
 14 "TMO to arrange meeting with design team to consider  
 15 planning and principles of scheme. In meeting a frank  
 16 discussion with Maxfordham and Studio E about the fact  
 17 the designs need to be suitable and not over designed  
 18 for this type of project/building."  
 19 Was it you who said that the designs needed to be  
 20 suitable and not overdesigned for Grenfell?  
 21 A. I don't recall, but I would agree with that statement.  
 22 Q. What was not suitable and what was overdesigned about  
 23 Studio E's designs at that stage for Grenfell Tower?  
 24 A. I don't think this -- well, there were some issues  
 25 with -- this says about Max Fordham and Studio E, so in

94

1 relation to Studio E were the issues that I raised  
 2 earlier in terms of internal lifts, new lifts being  
 3 installed and a link bridge and the other issues that  
 4 I mentioned. And in relation to Max Fordham, the scope  
 5 of the M&E piece was very considerable, and I think that  
 6 the project at one stage was trying to achieve BREEAM  
 7 accreditation, and that I think had pushed the  
 8 complexity and the cost of the M&E piece up  
 9 significantly. It was a very sophisticated and  
 10 expensive system being proposed there, which I thought  
 11 was going to be not only expensive but potentially  
 12 difficult to maintain going forward. So we wanted  
 13 something that was manageable in the longer term.  
 14 Q. What was overdesigned about Studio E's designs?  
 15 A. As I mentioned, the lifts and the link bridge, and there  
 16 may have been some other things but I don't remember.  
 17 Q. Now, in paragraph 3 it says:  
 18 "TMO to draft newsletter informing residents of  
 19 progress and the change in design but with positive  
 20 spin."  
 21 What did you mean, or what did the person who said  
 22 this mean, by positive spin?  
 23 A. I don't think "spin" is the appropriate word. I think  
 24 we want to present what we're doing as good, and the  
 25 right thing to do.

95

1 Q. Was it you who used the expression "with positive spin"?  
 2 A. No.  
 3 Q. Who did?  
 4 A. I don't know. It wouldn't be a word I would  
 5 particularly use.  
 6 Q. No. Well, somebody did, and it's signed off by  
 7 Paul Dunkerton, this note. Maybe he thought of the  
 8 expression. Either way, can we take it that it's a TMO  
 9 idea, the idea of giving a newsletter to residents with  
 10 a positive spin?  
 11 A. I think positively promoting what we're proposing to do  
 12 is absolutely the appropriate thing to do, yes.  
 13 Q. You see, the idea of a spin rather indicates, doesn't  
 14 it, that you are telling somebody what they might want  
 15 to hear, putting a gloss or an angle on it without  
 16 actually revealing the whole truth? Is that fair?  
 17 A. I don't know. Without knowing exactly what ... yeah,  
 18 I don't know, to be honest.  
 19 Q. You see, I wonder why that is. You were at a meeting  
 20 where the suggestion is made to draft a newsletter  
 21 telling the residents about progress and change of  
 22 design "but with positive spin". That rather suggests  
 23 that the idea was to tell the residents only good things  
 24 and not tell them the whole truth. Is that not the  
 25 case?

96

1 A. No, I think we'd always tell them the whole truth and  
 2 I'm not sure what negative things we would be trying to  
 3 avoid telling them. We would be telling people what we  
 4 were proposing to do and when, in a positive way.  
 5 That's how I would describe it.  
 6 Q. Yes. But there was quite a lot, actually, as we saw,  
 7 wasn't there, in the report from Artelia that you were  
 8 discussing at this meeting which was negative about the  
 9 way the TMO had handled the project thus far. I take it  
 10 that, by putting forward a newsletter with positive  
 11 spin, you weren't going to be telling the residents  
 12 about any of that; is that right?  
 13 A. What we wanted to be communicating to residents is what  
 14 we were going to do and when. The real concerns from  
 15 residents at this stage was that this project was taking  
 16 so long to get on to site.  
 17 Q. And informing them of progress and change in design but  
 18 with a positive spin meant not with anything negative?  
 19 A. No, I don't agree with that, you know, we tell residents  
 20 the truth. We tell them what we're going to do, and if  
 21 there are negative things that we have to communicate,  
 22 then we'll communicate them too.  
 23 Q. We have looked in detail about the status report and we  
 24 have looked in detail at the discussion note about the  
 25 status report. Do you accept that there is absolutely

97

1 nothing in it at all which suggests that Leadbitter  
 2 weren't going to be delivering value for money? You  
 3 were apart in terms of costs and budgets, I understand,  
 4 but Artelia never advised you that Leadbitters weren't  
 5 going to be delivering value for money; is that fair?  
 6 A. I don't have a recollection of that.  
 7 Q. Right.  
 8 Now, if we move on in time, please, to 21 May 2013,  
 9 there is an email at {ART00008858}, please. It's dated  
 10 21 May 2013, and it's about a meeting Artelia had with  
 11 you and Laura Johnson. It's from Robert Powell to Phil  
 12 Booth and Simon Cash, so it's internal to Artelia:  
 13 "Philip  
 14 "Interesting meeting this am!  
 15 "Basically - Peter Maddison has been over-ruled by  
 16 Laura Johnson ....  
 17 "She wants to keep the works for the boxing club and  
 18 nursery and doesn't want to progress the kitchens &  
 19 bathrooms at this stage necessarily ....  
 20 "Also PM not keen on progressing with Leadbitter ....  
 21 "Our report kicking this all off was based upon the  
 22 objective of preserving programme - This now not so  
 23 important. Value for money is ....  
 24 "Accordingly we are likely to reprocur scheme via  
 25 OJEU!

98

1 "We are planning a status update meeting with TMO at  
 2 Holborn on 6th June at 3pm.  
 3 "In interim looking to make an on account payment to  
 4 Studio E ..."  
 5 Now, Robert Powell of Artelia says in his witness  
 6 statement -- and I don't need to show it to you -- that  
 7 you were at the meeting with Robert Powell that morning.  
 8 Is that right?  
 9 A. Sorry, which morning?  
 10 Q. 21 May 2013.  
 11 A. Okay.  
 12 Q. Do you remember that?  
 13 A. I don't remember, but --  
 14 Q. Right. Do you have any recollection of that meeting?  
 15 A. Not specifically, no.  
 16 Q. Do you remember what issues Laura Johnson had expressed  
 17 her view about which you were then passing on to  
 18 Robert Powell?  
 19 A. This was the conversation that I described earlier, my  
 20 conversation with Laura about procurement, scope of  
 21 works, Decent Homes.  
 22 Q. So it was this conversation, not one earlier in March?  
 23 A. Yes, this one would be it.  
 24 Q. So the conversation you had here wasn't the one that  
 25 pre-dated the meeting on 25 March?

99

1 A. Maybe I'm getting confused about which -- the exact  
 2 sequence of things.  
 3 Q. All right, maybe.  
 4 Here it says "Basically - Peter Maddison has been  
 5 over-ruled by Laura Johnson". Had you been overruled by  
 6 her on anything?  
 7 A. No, I went to discuss priorities and principles with  
 8 Laura and she gave me some valuable advice, and I took  
 9 that advice and I agreed with it.  
 10 Q. Right. Clearly Mr Powell has formed the impression that  
 11 you had one view but she had overruled you. Can you  
 12 explain that?  
 13 A. No.  
 14 Q. What was it that you discussed with her that led to the  
 15 view as recorded here that she wanted to keep the works  
 16 for the boxing club and nursery and doesn't want to  
 17 progress the kitchens and bathrooms at this stage  
 18 necessarily? Was it that on which you had been, as it  
 19 is said, overruled by Laura Johnson?  
 20 A. I wasn't overruled, Robert's incorrect in his  
 21 terminology there. I discussed the issue of the costs  
 22 of the boxing club and the nursery and wanted to check  
 23 with Laura that she was comfortable that they were  
 24 a priority. Laura clearly communicated to me that she  
 25 saw that as part of the social value, the infrastructure

100

1 of the area, and wanted this to be a great place, so  
 2 wanted the boxing club and the nursery as part of that  
 3 wider regeneration of this area and wanted it to be  
 4 a great place for people to live.  
 5 Q. Right.  
 6 A. And the -- in a way, my question to her was: we're going  
 7 to do all of this work but we'll not have finished the  
 8 kitchens and bathrooms, and therefore there may be  
 9 some -- a large level of investment and we still don't  
 10 meet Decent Homes, and her view was, well -- you know,  
 11 she heard that point but said we can pick that up at  
 12 a later date, and I think in hindsight that was very  
 13 sensible advice.  
 14 Q. Was the point of difference, then, between you -- or was  
 15 there a point of difference between you about whether  
 16 you should or shouldn't progress the kitchens and  
 17 bathrooms within the flats at this stage?  
 18 A. No, Laura and I agreed. I wasn't overruled. I came  
 19 with some suggestions and proposals and options for  
 20 Laura. We discussed them and agreed a way forward.  
 21 Q. What did you need to go and see her about?  
 22 A. I wanted to check in for the reasons I described about  
 23 the Decent Homes.  
 24 Q. When you went to check in with her, was your check-in  
 25 proposal that you would do all the works: boxing club,

101

1 nursery and the kitchens and bathrooms?  
 2 A. I don't remember that.  
 3 Q. When it also says, "Also PM not keen on progressing with  
 4 Leadbitter", was this meeting the first time that you  
 5 had told Artelia that you were not keen on progressing  
 6 with Leadbitter?  
 7 A. I don't remember. I think that from very early in my  
 8 involvement in this project -- and bear in mind we're  
 9 only in the fifth month of my time at the TMO here --  
 10 from very early on, the professional team was talking  
 11 about re-procuring and not going with Leadbitter. So  
 12 this wasn't a surprise interjection of mine; this was  
 13 something that the whole professional team had been  
 14 talking about for some considerable time.  
 15 Q. You see, we had seen the note of the meeting on 25 March  
 16 where you had told the programme board that you wanted  
 17 to re-procure, we have seen the advice from Leadbitter  
 18 on 23 April where they strongly advised not going to  
 19 re-procure, and we have seen the discussion note of the  
 20 meeting where that report was discussed on 26 April,  
 21 where, again, we don't see you saying, "Well, I don't  
 22 agree with your advice, we're going to re-procure".  
 23 What had changed between 26 April, and your  
 24 discussion with Artelia then, and 21 May 2013, when you  
 25 led Artelia to think that you were not keen on

102

1 progressing with Leadbitter?  
 2 A. I think my view had firmed up in terms of wanting to  
 3 understand that we had the right contractor with the  
 4 right experience, but also, added to that, Laura had  
 5 given me some context around the difficulties that RBKC  
 6 had experienced of getting Leadbitter into contract on  
 7 KALC.  
 8 Q. We don't see you telling Artelia in April that you  
 9 thought their advice was wrong and you weren't going to  
 10 accept it when it came to re-procurement, do we?  
 11 A. I don't know.  
 12 Q. No, well, we haven't seen a record of that, and I've  
 13 shown you the record.  
 14 A. Right.  
 15 Q. So what I'm interested in is: what happened for you to  
 16 tell Artelia on 21 May that you were not keen on  
 17 progressing with Leadbitter?  
 18 A. I've explained the reasons, I think. That's the best  
 19 recollection I have, I'm afraid.  
 20 Q. Now, we heard from Simon Cash about this email, and  
 21 I would like to show you the transcript for  
 22 {Day48/163:23}, please.  
 23 Before I show you this, I perhaps ought, to be fair  
 24 to you, just to put to you: do you recall being at  
 25 a meeting on 21 May, in the morning of that day, at

103

1 which Simon Cash was present?  
 2 A. I don't specifically. Sorry, is this from -- is this  
 3 the ... I don't remember specifically, no.  
 4 Q. I'm just asking you that based on the email we've just  
 5 looked at, which we can go back to, if you like.  
 6 A. If you could.  
 7 Q. Yes, of course, it's {ART00008858}.  
 8 A. So this is --  
 9 Q. It's the email from Robert Powell to Phil Booth and  
 10 copied to Simon Cash.  
 11 A. Okay, so Simon --  
 12 Q. So he's telling Phil Booth about the meeting this  
 13 morning. My question, before I show you what Simon Cash  
 14 said about it, was: do you remember meeting Simon Cash  
 15 at a meeting?  
 16 A. I don't remember, but if Simon was there --  
 17 Q. Let's then look at his evidence, {Day48/163:23}, and  
 18 I ask Mr Cash at line 20, before we get to 23:  
 19 "Question: It looks as if you attended this  
 20 meeting; is that right?  
 21 "Answer: Yes, that's correct."  
 22 So Simon Cash's recollection is that he was at that  
 23 meeting. At line 24, I ask Mr Cash:  
 24 "Question: When Robert Powell used the words  
 25 'over-ruled', 'Peter Maddison has been over-ruled by

104

1 Laura Johnson', what did you understand he meant?  
 2 "Answer: That Laura -- I believe that  
 3 Peter Maddison reported to Laura, as head of social  
 4 housing within RBKC, and that she had effectively told  
 5 him that what she wanted would basically take precedence  
 6 over what Peter Maddison was trying to achieve, and as,  
 7 I suppose, the major funder for the project, contributor  
 8 of funds to the project, he obviously had to take  
 9 cognisance of what she was saying.  
 10 "Question: Right.  
 11 "So as you understood it, it sounds from what you  
 12 have just told us that RBKC had some sort of decisive  
 13 influence about whether or not this contract would be  
 14 re-procured; is that right?  
 15 "Answer: It appears so, yes.  
 16 "Question: It appears so, but did it appear so to  
 17 you at the time?  
 18 "Answer: Yes.  
 19 "Question: Really?  
 20 "Did you ask yourself or ask the TMO how that could  
 21 be?  
 22 "Answer: No, because at the end of the day, that's  
 23 a relationship above our client."  
 24 So I've shown you the full passage. Do you agree  
 25 with it? Do you agree that, at least from his

105

1 perspective, RBKC was exercising some sort of decisive  
 2 influence about whether or not this contract would be  
 3 re-procured?  
 4 A. I think that this is Simon Cash repeating  
 5 Robert Powell's view of a meeting or a relationship that  
 6 he has no insight into, really. So there is  
 7 an assumption there, and that assumption is not quite  
 8 right. What I've described to you is what actually  
 9 happened.  
 10 Q. Did you think you had the power to stand up to  
 11 Laura Johnson and say no to her?  
 12 A. I didn't -- it wasn't -- we worked consensually. We had  
 13 agreement, we reached agreement. It wasn't about power;  
 14 this was about working out what was the right and the  
 15 best thing to do.  
 16 Q. You say it wasn't about power, but of course, as you  
 17 point out or pointed out before, you regarded RBKC as  
 18 TMO's client, that's the word you have used. So, as  
 19 your client, did she not have power?  
 20 A. Yes, absolutely.  
 21 Q. Therefore, to what extent did you feel you had the power  
 22 yourself to deny her on anything?  
 23 A. Well, I never reached that position, we would always  
 24 discuss issues. I always found Laura very insightful  
 25 and she knew the environment very well. She had good

106

1 experience, and she gave really valuable advice, and  
 2 I always valued it and worked within it.  
 3 Q. Yes. So you don't recall a situation -- is this  
 4 right? -- where you felt inside yourself that you should  
 5 stand up to her and say no, but actually just went with  
 6 it?  
 7 A. I've never -- at no point did I ever feel that.  
 8 Q. Going back to the email of 21 May 2013, if we can,  
 9 {ART00008858}, in the fourth paragraph we see, as we've  
 10 seen already, I've read it to you:  
 11 "PM not keen on progressing with Leadbitter ....  
 12 "Our report kicking this all off was based upon the  
 13 objective of preserving programme - This now not so  
 14 important. Value for money is ...."  
 15 Is Robert Powell right that you said that you  
 16 weren't keen on progressing with Leadbitter?  
 17 A. Yes.  
 18 Q. Now, we saw earlier that Robert Powell says that the  
 19 project would be re-procured by OJEU. That's  
 20 a departure, isn't it, from your previous  
 21 recommendations to re-procure using a framework, isn't  
 22 it?  
 23 A. I don't -- their recommendations, were you saying?  
 24 Q. Yes.  
 25 A. Well, they'd -- I think there'd been some initial

107

1 exploration of the LHC framework and they had -- we'd  
 2 asked Artelia to try and identify other frameworks that  
 3 may be used, and the benefit of a framework is that it  
 4 reduces some of the time and the administration of the  
 5 OJEU process. But I don't think we'd found or they had  
 6 found a framework that seemed to deliver what we needed  
 7 for this project, so we felt that actually it's easier  
 8 just to go through a straightforward OJEU process. It  
 9 was clear and transparent.  
 10 Q. Do you remember having a discussion with Rob Powell to  
 11 the effect that you were now going to re-procure the  
 12 scheme through OJEU specifically, as opposed to the  
 13 frameworks we were looking at before, or you were  
 14 looking at before?  
 15 A. I don't remember. I don't remember -- I didn't do any  
 16 very detailed work on frameworks, I had mentioned some  
 17 areas that Artelia might want to consider, but I don't  
 18 think I was -- I was asking them to recommend the  
 19 appropriate route for procuring the scheme.  
 20 Q. Robert Powell goes on to say, as we've seen, that  
 21 preserving the programme was not so important, or now  
 22 not so important, value for money is.  
 23 Did you say that?  
 24 A. I don't remember, but I think I can understand that.  
 25 I think it's -- value for money was the driver here, and

108

1 that -- the inference being that Leadbitter may not be  
 2 offering value for money. The best way we felt of  
 3 getting value for money was to put it to the market with  
 4 a very clear price/quality due diligence process. And  
 5 that would take time, and one of the -- part of the  
 6 conversation that I had with Laura was that, "This may  
 7 take more time, is that okay? How does that feel  
 8 politically?" And that's the sort of sense check I was  
 9 giving. And Laura said the right thing to do is to  
 10 deliver value for money.

11 Q. Focusing on the OJEU, do you actually remember having  
 12 the conversation with Rob Powell that said you now  
 13 wanted to go with the OJEU framework?

14 A. I think my recollection is that we took the  
 15 recommendation from Artelia. I think this looks like  
 16 an internal, slightly shorthand note. I think that  
 17 I would always be looking for my professional team and  
 18 my employer's agents to be recommending the procurement  
 19 route.

20 Q. Right. And when it says "preserving programme ... now  
 21 not so important. Value for money is", is that  
 22 something you said?

23 A. I don't think it is something I necessarily said, but  
 24 I think it chimes with the conversation that I'd had  
 25 with Laura, that value for money is -- so getting value

109

1 for money, we're spending public money here, and it's  
 2 a lot of public money, we need to ensure we're getting  
 3 value for money, and if that takes a little bit longer,  
 4 then she's supportive of that. I think that --

5 Q. Did you have a conversation with Laura Johnson along the  
 6 lines of preserving programme is no longer important,  
 7 value for money is?

8 A. No, that isn't how I would describe it. I would say  
 9 that value for money is -- achieving value for money,  
 10 you know, for the -- spending a large amount of money  
 11 here, making sure we're getting the best we can for that  
 12 longer, and you can take a bit longer -- if it takes  
 13 a bit longer to do that, then that's the right thing to  
 14 do.

15 Q. Was it not always the position, Mr Maddison, that you  
 16 were spending public money?

17 A. Always, and a lot of public money.

18 Q. Was it not always the position that, as a public  
 19 servant, you would have to get the best value you could  
 20 for that money?

21 A. Exactly, and that's why I thought that Leadbitter's  
 22 negotiation was ambiguous in terms of whether it  
 23 delivered value for money, and I thought that the  
 24 clearest way of demonstrating it was through a proper  
 25 due diligence process and a market tested tender.

110

1 Q. So can you explain why value for money had now become  
 2 the most important objective?

3 A. I think maybe in -- maybe this is around the refocusing  
 4 of the professional team, where actually, you know -- so  
 5 some of the things that Simon Cash's alluding to in the  
 6 status report, maybe a lack of focus on what it is we're  
 7 doing and the scope creep and some of those issues that  
 8 he was raising, have allowed us to lose a bit of focus  
 9 on some of that, and this was about focusing back down,  
 10 let's get an agreed scope of work, let's get it procured  
 11 in the way that'll give us the best value for money in  
 12 the most transparent way possible.

13 Q. Let's just see if we can prompt your recollection of  
 14 this discussion by reference to your notebook, please.  
 15 Can we please go to {TMO00879779/37}.

16 Now, this is May 2013. We can see that, if you look  
 17 at the bottom of the page, there is a date, 21 May 2013,  
 18 "Grenfell & Appleyard". Do you think that might be  
 19 a jotting or note of --

20 A. Oh, yes.

21 Q. Sorry, are you with me?

22 A. Yeah.

23 Q. We can expand it if you need to. 21 May 2013. Do you  
 24 see what it says? It says something underneath that.  
 25 Can you read that out to us, do you think, underneath

111

1 "Grenfell & Appleyard"? Perhaps it doesn't matter.

2 A. I think that refers to BYUK, which is Bouygues.

3 Q. Oh, right.

4 A. But I can't read -- but I don't think that -- that  
 5 doesn't look particularly relevant, something about  
 6 experience and expertise in social housing.

7 Q. Well, if it's Bouygues, then that does make sense,  
 8 because it then goes on to say, "Will draw on  
 9 [something] Vale". Thames Vale? Maybe their  
 10 subsidiary. "Expertise in social housing", so that ties  
 11 with what you said earlier.

12 So there was clearly discussion at this meeting  
 13 about the ability of Bouygues to use their subsidiary as  
 14 a social housing contractor; yes?

15 A. Mm-hm.

16 Q. Yes, and then:

17 "Fees: Design fee.

18 "Appleyards.

19 "Procurement:

20 "Leadbitters.

21 "Framework.

22 "OJEU?"

23 So it looks from this as if you did discuss the OJEU  
 24 at this meeting, but there is a question mark next to  
 25 it.

112

1 In general, can I just ask you, do you think this  
 2 was a note that you made to yourself in preparation for  
 3 this meeting or was it a record of what was discussed at  
 4 the meeting?  
 5 A. This would be a note in preparation.  
 6 Q. So "OJEU?", does that tell us that you wanted to go into  
 7 the meeting asking Artelia whether the re-procurement  
 8 exercise you had in mind would be through OJEU?  
 9 A. Yes.  
 10 Q. That's helpful.  
 11 So does that tell us that you were the one who had  
 12 thought that, in contradistinction to the re-procurement  
 13 exercise that you were talking about before, namely  
 14 through the frameworks, particularly LHC, you now wanted  
 15 to discuss an OJEU procurement?  
 16 A. Or a framework. I think that question mark --  
 17 Q. Or a framework.  
 18 A. -- could cover --  
 19 Q. Okay, but the OJEU had come in now as a new possibility?  
 20 A. Yes, so the options were Leadbitter as a framework, the  
 21 IESE framework or OJEU.  
 22 Q. Yes.  
 23 Now, moving on in time a little bit ...  
 24 (Pause)  
 25 I'm just looking again to see if there is anything

113

1 I need on that page. No.  
 2 Moving on in time a little bit, we go to  
 3 {TMO10002702}. I say moving on in time; moving on  
 4 three days, I think. This is Appleyards' status report  
 5 addendum of May 2013, and if we go to the third page, we  
 6 can see that it was issued on 24 May 2013. Do you see  
 7 that?  
 8 A. Yeah.  
 9 Q. It was issued to Paul Dunkerton.  
 10 Did you see this at the time, do you think?  
 11 A. I can't remember.  
 12 Q. Well, we know it was sent to you on 24 May because we  
 13 have an email which shows it. Perhaps I should just  
 14 show you that so you are clear. {ART00001206}, please.  
 15 Robert Powell to you, 24 May 2013, attaches the  
 16 addendum:  
 17 "Peter  
 18 "Please find attached the addendum to our report we  
 19 discussed. This should now give you the comfort you are  
 20 looking for to proceed with looking to re-procure the  
 21 construction against our earlier recommendation (which  
 22 was based on now obsolete information)."  
 23 I'll come back to the text of the email in due  
 24 course, but just looking at the addendum, did you ask  
 25 Artelia to write it?

114

1 A. I don't remember specifically.  
 2 Q. Do you know what led to its being produced?  
 3 A. I don't recall.  
 4 Q. Can we go back to the email, first sentence:  
 5 "... the addendum to our report we discussed."  
 6 Did you discuss the addendum before they produced  
 7 it?  
 8 A. It sounds like we've had a discussion around the  
 9 original report and agreed a refocusing of that report.  
 10 Q. Now, looking at the brevity of time between the 21 May  
 11 meeting and the note we've seen of that and your diary  
 12 note and the 24 May email, only three days, it's likely,  
 13 isn't it, that the discussion about their producing  
 14 an addendum took place at the 21 May meeting?  
 15 A. That seems sensible.  
 16 Q. It goes on to say:  
 17 "This should now give you the comfort you are  
 18 looking for to proceed with looking to re-procure the  
 19 construction ..."  
 20 I'll come back to the substance of that shortly, but  
 21 does that tell us that you were the person who asked  
 22 Artelia to produce the addendum?  
 23 A. Possibly. I don't remember.  
 24 Q. You don't remember. Let's go back to the report,  
 25 {TMO10002702/5}, please. We can see at the top of the

115

1 page "Addendum":  
 2 "This Addendum relates to the Appleyards Status  
 3 Report ... issued 22nd April 2013 ...  
 4 "The original report made some recommendations based  
 5 upon knowledge of the project and our understanding of  
 6 the TMO's priorities at that time."  
 7 Do you see that?  
 8 Then if you go down to the third paragraph -- well,  
 9 there's a text and then some bullet points.  
 10 "In the intervening period and following a meeting  
 11 the TMO held with Laura Johnson of Royal Borough of  
 12 Kensington & Chelsea in week commencing 13th May 2013,  
 13 the TMO have clarified their position relating to  
 14 a number of contributory factors to the scheme."  
 15 Just pausing there, does that help you identify with  
 16 greater precision the timing of your meeting with  
 17 Laura Johnson?  
 18 A. Erm ...  
 19 Q. Week commencing 13 May 2013.  
 20 A. I don't know. But this obviously relates to the  
 21 discussion that I had with Laura Johnson, yes.  
 22 Q. It does, and somebody at Appleyards has got the idea  
 23 that you had had that discussion in the week commencing  
 24 13 May 2013. Sitting there, do you have any reason to  
 25 think that that's wrong?

116

1 A. I've no -- it's --  
 2 Q. No.  
 3 A. It was so long ago, I really can't remember.  
 4 Q. Then it says TMO clarified their position relating to  
 5 a number of contributory factors to the scheme, and then  
 6 there are a number of bullet points, and the first  
 7 bullet point says:  
 8 "Value for Money is to be regarded as the key driver  
 9 for the project."  
 10 Now, if we go to page 6 {TMO10002702/6} of this  
 11 report, I just want to look at the first and second  
 12 paragraphs on that page, page 6:  
 13 "At a meeting between the TMO and Appleyards on  
 14 21st May 2013, it was confirmed by the TMO that the  
 15 question of programme should be considered subordinate  
 16 to Value for Money [with capital letters] on the  
 17 project."  
 18 Do you see that?  
 19 Just pausing there, what did you understand  
 20 "programme" to mean here?  
 21 A. How quickly the work is done or when it starts. So  
 22 I think this is acknowledging it will take longer. If  
 23 it takes longer to do something but you get value for  
 24 money, then that's a priority.  
 25 Q. The document refers to the 21 May meeting between TMO

117

1 and Artelia which we already discussed. Do you remember  
 2 whether it had been decided before that meeting that  
 3 value for money was the priority consideration?  
 4 A. Sorry, I'm lost on these dates. I'm really struggling  
 5 to follow the timeline on this.  
 6 Q. Right.  
 7 A. But I think it's clear that I had a conversation with  
 8 Laura Johnson on the -- that's minuted in that -- that's  
 9 noted in that meeting, but I can't ... I'm struggling to  
 10 follow the timeline.  
 11 Q. No, I understand that. In general terms -- perhaps  
 12 I can help you, but in general terms, did you go to the  
 13 meeting on 21 May 2013 with Artelia having already  
 14 decided with Laura Johnson that value for money should  
 15 now be the driver, as opposed to the programme?  
 16 A. Yes, I think that's right.  
 17 Q. Yes, thank you.  
 18 Now, if programme was now not to be the key driver  
 19 but value for money was, why wouldn't the TMO wait for  
 20 the costs difference between Artelia and Leadbitter to  
 21 reach a final resolution?  
 22 A. Because cost isn't the only driver here. Lower cost  
 23 isn't what we were going to accept. We were looking for  
 24 a clear indication that quality and experience and, the  
 25 right contractor with the right experience of doing this

118

1 sort of work was going to win the job. So we hadn't --  
 2 Leadbitter hadn't been through that. We were only  
 3 looking at one dimension of Leadbitter here, which was  
 4 price, and if that price comes down, that doesn't mean  
 5 you're getting the quality that you also want. So  
 6 I felt very strongly by this stage that we needed to do  
 7 some due diligence to ensure that we were getting the  
 8 right quality of contractor.  
 9 Q. Coming back to the question I asked before, and I'm  
 10 sorry to repeat the question: at this stage, was there  
 11 anything that gave you to think that you wouldn't get  
 12 value for money from Leadbitter?  
 13 A. Yes.  
 14 Q. What?  
 15 A. There hadn't been any due diligence to show that they  
 16 had experience of doing the work, the sort of work we  
 17 were looking at here. In addition to that, there had  
 18 been -- we had feedback from the exact team that was  
 19 delivering the project in the next door site that RBKC  
 20 had been experiencing difficulty in closing out  
 21 a negotiation with that contractor, and so there were  
 22 a number of warning signs saying that, actually, there  
 23 were things that should be considered here. So I felt  
 24 that that also meant that, you know, the ... so my  
 25 considered view at that time was that we should carry

119

1 out a procurement to make sure that we do a thorough due  
 2 diligence on the contractor.  
 3 Q. I can understand that you might in your due diligence  
 4 process get someone who you considered was more  
 5 experienced in dealing with residents, but why would  
 6 that mean that they were necessarily giving you better  
 7 value for money?  
 8 A. Because value for money will be assessed as part of --  
 9 as one part of that -- of a very comprehensive due  
 10 diligence process.  
 11 Q. We're told value for money is now the driver. Now, I'm  
 12 trying to understand the connection between value for  
 13 money on the one hand and experience of overcladding or  
 14 refurbishing residential buildings with the occupants  
 15 still in situ.  
 16 A. Value for money is that combination of price and  
 17 quality. So I didn't feel that Leadbitter had had  
 18 a quality assessment that thoroughly explored their  
 19 experience, their approach, to this sort of complex  
 20 project with residents in occupation. That was really  
 21 what the key driver was here.  
 22 Q. You say that, Mr Maddison, but you see, we see nothing  
 23 here in this report, or indeed in the 21 May email which  
 24 records the meeting, or indeed in your note made in your  
 25 diary in preparation for that meeting, to the effect

120

1 that the question of programme should be considered  
 2 subordinate to the experience of the new contractor in  
 3 dealing with residents in situ. That doesn't feature.  
 4 A. Well, experience is only one aspect of the quality  
 5 assessment, and obviously we can't just appoint solely  
 6 on experience. It was a full, comprehensive quality  
 7 assessment to ensure that we got the most experienced  
 8 contractor.  
 9 Q. That I understand.  
 10 A. That was referenced in some of the earlier  
 11 correspondence we looked at within the dialogue with  
 12 Artelia.  
 13 Q. Are you not overpromoting the role of the experience of  
 14 dealing with residents in situ when explaining and  
 15 interpreting the expression "value for money" as used in  
 16 this report?  
 17 A. It was a fundamental driver. It was something that --  
 18 this approach runs through -- I mean, through my time  
 19 at -- my five years at the TMO, we re-procured all of  
 20 the servicing contracts, put in place a framework, and  
 21 all of them were given by quality over price, and that  
 22 was a ... so this is very consistent with all of our  
 23 approach at the TMO.  
 24 Q. Can you explain why we don't see a single record at this  
 25 time that what should now become the most important

121

1 issue is not value for money, as we do see, but the  
 2 experience of dealing with residents in situ, which we  
 3 don't see?  
 4 A. I didn't say that. I said that value for money is that  
 5 combination of price and quality. Experience is only  
 6 one part of that quality assessment, but a very  
 7 important part of this particular project, because --  
 8 Q. I see. So when we read "value for money" in these  
 9 reports, we're to read into that, are we, experience of  
 10 dealing with residents?  
 11 A. No, value for money is a combination of price and  
 12 quality. As part of that quality assessment, experience  
 13 of working with residents is a really important part of  
 14 it, because this was a very challenging building to  
 15 refurbish with residents in occupation for a number of  
 16 reasons.  
 17 Q. Yes, we have been round this buoy a number of times, and  
 18 it's probably not worth repeating, but I think we have  
 19 the answer on that.  
 20 Can we then go down --  
 21 SIR MARTIN MOORE-BICK: Is this likely to be a good point,  
 22 Mr Millett?  
 23 MR MILLETT: Yes, I think it is, actually.  
 24 SIR MARTIN MOORE-BICK: Mr Maddison, we will have a break  
 25 now so we can have some lunch, and we will come back at

122

1 2 o'clock, please.  
 2 THE WITNESS: Thank you.  
 3 SIR MARTIN MOORE-BICK: While you're out of the room, no  
 4 talking to anyone about your evidence or anything to do  
 5 with it, please. All right? Thank you very much.  
 6 THE WITNESS: Thank you.  
 7 (Pause)  
 8 SIR MARTIN MOORE-BICK: Thank you. 2 o'clock, please.  
 9 (1.01 pm)  
 10 (The short adjournment)  
 11 (2.00 pm)  
 12 SIR MARTIN MOORE-BICK: All right, Mr Maddison?  
 13 THE WITNESS: Yes, thank you.  
 14 SIR MARTIN MOORE-BICK: I am sorry, there are some noises  
 15 off, so perhaps I should ask you to keep your voice up  
 16 a bit more than usual.  
 17 THE WITNESS: Sure.  
 18 SIR MARTIN MOORE-BICK: And I don't think they need trouble  
 19 us too much.  
 20 THE WITNESS: Okay.  
 21 SIR MARTIN MOORE-BICK: Yes, Mr Millett.  
 22 MR MILLETT: Mr Chairman, thank you.  
 23 Can I ask you to go to your notebook for the period  
 24 {TMO00879771/17}, please.  
 25 This is a diary entry, which you can see on the

123

1 right-hand side, which relates to a meeting, it seems,  
 2 on 4 February 2013. Do you see that?  
 3 A. Yes.  
 4 Q. It says in the third line down:  
 5 "Leadbitters: critical of Max Fordham & Studio E."  
 6 Can you recall what that entry was about?  
 7 A. No, I don't recall.  
 8 Q. Do you remember Leadbitter being critical of Studio E in  
 9 any way?  
 10 A. No, I don't.  
 11 Q. Have you any reason to think that this entry is wrong in  
 12 any way and that it doesn't record something that you  
 13 thought at the time?  
 14 A. It clearly records something that I recorded at the  
 15 time, and -- but it doesn't --  
 16 Q. Doesn't ring a bell with you?  
 17 A. Doesn't ring a bell at all.  
 18 Q. Can we go to {ART00001206}. This is an email from  
 19 Robert Powell to you, 24 May, we looked at earlier. We  
 20 can see that it attached the addendum status report that  
 21 we've now looked at in some detail. As I showed you  
 22 before, he says in the second sentence:  
 23 "This should now give you the comfort you are  
 24 looking for to proceed with looking to re-procure the  
 25 construction against our earlier recommendation (which

124



1 was based on now obsolete information)."

2 What was the comfort you were looking for in

3 proceeding with re-procurement?

4 A. I think that's just Robert's words. We were just

5 looking for a recommendation from Artelia as to how to

6 take the procurement forward.

7 Q. Are you able to explain why he thought you were looking

8 for comfort in producing the addendum?

9 A. No, I can't explain.

10 Q. Can we go to {ART00009020}, please. This is an email

11 chain between Robert Powell and David Gibson on 24 and

12 28 May 2013, and we can see it starts at the bottom of

13 page 1 on 24 May with Robert Powell's email to

14 David Gibson, copied to, among other people, you,

15 Mr Maddison. Do you see that?

16 A. Yes.

17 Q. He's apologising to David Gibson for having left him off

18 the earlier correspondence, which is what attached the

19 addendum.

20 Then we can see, at the top of the page,

21 David Gibson writes back to Robert Powell, do you see

22 that? You're also copied in on it. You see you're the

23 last copy party. Do you see?

24 A. Yes.

25 Q. "Robert, thanks for this.

125

1 "The recommendations within the addendum are in line

2 with our discussions of last week, and allows us to

3 progress towards re-procuring the construction."

4 Do you see that?

5 A. Yes.

6 Q. Then it talks about meeting again on Thursday the 6th at

7 3 pm at your offices.

8 It looks as if the TMO had discussed what

9 recommendations it would like Artelia to make. Is that

10 right?

11 A. I don't recall.

12 Q. Just looking at it, it says, this is from David Gibson:

13 "The recommendations within the addendum are in line

14 with our discussions of last week ..."

15 So it looks as if there were discussions last week

16 which produced an addendum which were in line with them;

17 that's right, isn't it?

18 A. Yes, it sounds like there has been a meeting of the two

19 parties and there has been an agreement to redraft the

20 report, yes.

21 Q. Yes, and did TMO ask Artelia to make a recommendation to

22 re-procure?

23 A. I can't remember that meeting.

24 Q. Can we then go to {ART00006418}, please. Now, this is

25 an email from Robert Powell to Simon Cash on

126

1 22 May 2013. It follows from the day before, 21 May,

2 when we saw that there was a meeting and the

3 "overruling" email, if I can put it that way. It's

4 discussing the drafting of the addendum, so it pre-dates

5 the addendum, and it says:

6 "Simon/Philip

7 "Attached my draft addendum to our April report to

8 the TMO.

9 "Fundamentally this is a bit of political

10 lubrication to give the TMO justification to go against

11 the recommendation in our original report which

12 suggested they keep Leadbitter involved with the

13 project."

14 Was the purpose of the report, Mr Maddison, to

15 justify going against Artelia's initial advice?

16 A. Not as far as I was aware. My understanding was that

17 we'd asked Artelia -- we'd met with Artelia, agreed what

18 we -- a way forward and asked them to produce a report

19 that reflected that agreement.

20 Q. Did your wanting a written addendum to Artelia's

21 23 April status report serve any political purpose as

22 far as you were concerned?

23 A. No, it was purely for internal use, so we had clarity

24 about what we were doing and what the recommendation

25 was.

127

1 Q. It's clear that Mr Powell thought that your request for

2 the addendum was, as he put it, "a bit of political

3 lubrication". Can you explain why, from your point of

4 view at the time, he might have got that impression?

5 A. No.

6 Q. He says "to give the TMO justification to go against the

7 recommendation in our original report". Can you explain

8 why he thought the TMO needed or wanted justification to

9 go against the recommendation in the original report,

10 which was not to re-procure?

11 A. It's a very perplexing piece of text. No, I mean, my

12 understanding was that the TMO had met Artelia, we'd

13 explained our priorities, and we'd discussed those with

14 Artelia and agreed a way forward that was to be drafted

15 into a report. I think the inferences that Robert has

16 here are incorrect. But this is an internal

17 correspondence within Artelia. I haven't had any sight

18 of this.

19 Q. No, I appreciate that, but it looks as if what happened,

20 summarising it to this point, is that you had had the

21 status report in April, discussed it in April, and then

22 there had been a discussion on 21 May where you had

23 asked for an addendum, and they produced the addendum,

24 and internally within Appleyards, they'd got the

25 impression, at least, that this was a piece of political

128

1 lubrication to give you a piece of paper which justified  
 2 your not taking their advice, which was not to  
 3 re-procure, but instead wanting now to go ahead with  
 4 re-procurement. Is that fair?  
 5 A. I'm a little bit -- that was quite a long question.  
 6 Q. Yes, I'm summarising the history.  
 7 I can put it more shortly, Mr Maddison: did you want  
 8 the addendum as a piece of paper so that you could  
 9 justify to whoever asked why it was you weren't taking  
 10 Artelia's original advice?  
 11 A. It was more about -- so we had something that explained  
 12 what action we were going to be taking and why. So it  
 13 wasn't about justifying something that had happened in  
 14 the past; it was about -- I was looking for Artelia to  
 15 recommend a way forward.  
 16 Q. Well, you were looking to Artelia to recommend  
 17 re-procurement, to be precise, weren't you?  
 18 A. That's what we'd agreed with them, yes.  
 19 Q. And you wanted them to write a report which was  
 20 different from their first report.  
 21 A. Yes.  
 22 Q. Now, there was then a revision. Can we go to  
 23 {ART00009106}, please.  
 24 MR AGEROS: Sir, can I just raise one matter? I'm sorry to  
 25 raise my voice, I know --

129

1 SIR MARTIN MOORE-BICK: That's all right.  
 2 MR AGEROS: I'm just conscious there is a lot of noise, and  
 3 I'm wondering whether the witness feels able to  
 4 concentrate on this very detailed questioning, which is  
 5 on important topics, I accept.  
 6 SIR MARTIN MOORE-BICK: How are you finding it, Mr Maddison?  
 7 THE WITNESS: Erm ...  
 8 SIR MARTIN MOORE-BICK: Difficult, I think is what you would  
 9 like to say, is it?  
 10 THE WITNESS: Yes, I think so.  
 11 SIR MARTIN MOORE-BICK: All right.  
 12 I think we will rise for five minutes to see whether  
 13 we can resolve this problem. I was waiting to see,  
 14 Mr Ageros, quite how things developed, and I'm very  
 15 loathe to allow our proceedings to be disrupted by the  
 16 sort of protesting that's going on outside, which is  
 17 extremely foolish, since the whole point of this Inquiry  
 18 is to obtain justice for Grenfell, but there we are.  
 19 We will rise for five minutes. All right? You will  
 20 remember what I told you earlier about not discussing  
 21 your evidence, won't you?  
 22 THE WITNESS: Yes.  
 23 (Pause)  
 24 SIR MARTIN MOORE-BICK: I'm going to say 2.20, because it's  
 25 easier to come back to a specific time rather than try

130

1 and work out five minutes on the clock.  
 2 MR MILLETT: Very well, Mr Chairman.  
 3 SIR MARTIN MOORE-BICK: Thank you.  
 4 (2.12 pm)  
 5 (A short break)  
 6 (2.30 pm)  
 7 SIR MARTIN MOORE-BICK: Well, Mr Maddison, I think it will  
 8 be easier to concentrate now.  
 9 Mr Millett, I'm going to suggest that we push  
 10 through until 3.30.  
 11 MR MILLETT: Very good, Mr Chairman.  
 12 SIR MARTIN MOORE-BICK: But I think we should have a break  
 13 around about 3.30, because I think to run for two hours  
 14 without a break is more than is reasonable to expect  
 15 Mr Maddison to undertake.  
 16 MR MILLETT: Absolutely.  
 17 SIR MARTIN MOORE-BICK: Is that all right, Mr Maddison?  
 18 THE WITNESS: Thank you.  
 19 MR MILLETT: Mr Maddison, I hope that you could hear and  
 20 understand my questions in the run-up to the break we  
 21 just had, but if you have any lingering doubts about it,  
 22 I am happy to go back and revisit any questions you want  
 23 me to.  
 24 A. I think we'll probably cover the areas as we go forward.  
 25 Q. I think so too.

131

1 Let's move on, {ART00009106}, please. This is a set  
 2 of minutes of the TMO meeting to review the project on  
 3 6 June 2013, and we can see you were present at the  
 4 meeting.  
 5 If you go to item 2, please, on the first page,  
 6 under the heading "Contractor procurement", it says:  
 7 "PM requested Appleyards to review the previous  
 8 addendum report to include greater detail on programme  
 9 and costs to demonstrate that tendering the contract  
 10 will deliver greater value for money, the main project  
 11 driver."  
 12 Did you ask for a stronger statement that  
 13 re-procurement would deliver value for money than was in  
 14 the original addendum, the addendum of 24 May?  
 15 A. I don't really recall.  
 16 Q. Is there anything that, sitting there now, leads you to  
 17 think that that minute as recorded there is wrong?  
 18 A. No.  
 19 Q. Now, the report itself is at {ART00006181}, and this is  
 20 a status report, or the status report, and it says  
 21 April 2013, for the TMO, 22 April 2013, and never mind  
 22 the oddity about that date, because the original one  
 23 said the 23rd, but leave that on one side. In brackets  
 24 it says "Updated 18 June 2013".  
 25 Is this the document that you asked Artelia to

132

1 review in the 6 June meeting?  
 2 A. I don't know. I can't recall.  
 3 Q. I'm sorry, I've asked a question that probably assumes  
 4 the answer to the previous one, which I haven't asked  
 5 you yet.  
 6 Can we go within this document first, please, to  
 7 page 27 {ART00006181/27}. Here we see the addendum,  
 8 which has now found its way into the status report. So  
 9 it looks as if this is the status report from April  
 10 which now contains the addendum from May.  
 11 Is this the document you saw at the time, do you  
 12 think?  
 13 A. I've got no reason to believe why it shouldn't be.  
 14 Q. Before we leave this, if we can go to page 4  
 15 {ART00006181/4} we can see the version history of this  
 16 document, and we can see, if we go there, that the  
 17 distribution was 22 April 2013, Paul Dunkerton, and then  
 18 19 June 2013, Peter Maddison.  
 19 So was this, do you think, the report that came as  
 20 a result of you giving Artelia the instruction that we  
 21 saw at the 6 June 2013 meeting?  
 22 A. I can't recall.  
 23 Q. All right.  
 24 Now, if we go to {ART00001241}, this will be  
 25 an email from Simon Cash to you on 19 June 2013, copied

133

1 to others at TMO and Artelia, attaching "Status Report -  
 2 June [Version] 5 Final". Do you see that?  
 3 A. Yes.  
 4 Q. It says:  
 5 "Peter,  
 6 "Apologies for the delay in issuing this to you, but  
 7 it has taken longer than I anticipated to update our  
 8 status report, following our discussion last week. I am  
 9 aware that you have a board meeting tomorrow and may not  
 10 have sufficient time to review what I have written, but  
 11 in essence, I have taken on board your comments and  
 12 reworded sections to read in a better light."  
 13 "I have also attached a further copy of the Near  
 14 Term Action programme ..."  
 15 Did you ask Simon Cash to re-word the report to read  
 16 in a better light?  
 17 A. It sounds like Simon and I have had a conversation about  
 18 the report and I've asked him to redraft parts of it.  
 19 Q. Yes, thank you. Let's see what parts have been  
 20 redrafted as a result of your request.  
 21 Can we please have the original status report up at  
 22 page 5, {ART00009101/5}. At the same time, I wonder  
 23 whether we can have {ART00006181/5}, I would like to be  
 24 able to show you those pages at the same time. So there  
 25 they are. The first one is April, the second one is

134

1 June, having been through the addendum process.  
 2 Just looking at the left-hand side, the original  
 3 report, in the bullet point list you can see it says:  
 4 •" Client brief has been allowed to develop in  
 5 a piecemeal fashion over time;  
 6 •" Absence of a controlled and managed scope for the  
 7 project.  
 8 •" Late commitment to a defined construction budget;  
 9 •" Historic relationships and contractual position  
 10 regarding the associated KALC project may have  
 11 frustrated good and proactive progress;  
 12 •" Absence of earlier intervention;  
 13 •" Absence of proper change control applied to the  
 14 design brief; and  
 15 •" Slow reaction of the proposed contractor to  
 16 address and align cost plans."  
 17 That was what was in the original report.  
 18 If we compare that with page 5 on the right-hand  
 19 side of the June version, which you were sent under  
 20 cover of the 19 June email we have been looking at,  
 21 there is a new set of bullet points, and it says:  
 22 "In summary, there are a number of contributory  
 23 factors that have lead to the present situation,  
 24 including:  
 25 •" The development of the client brief went through

135

1 a number of iterations over time, expanding to reflect  
 2 the desired objectives."  
 3 Pausing there, the amendment in that bullet point is  
 4 very much less critical, isn't it, of the TMO?  
 5 A. It's more neutral.  
 6 Q. It's more neutral, I'll take that.  
 7 Then at the second bullet point, the original one  
 8 said:  
 9 "Absence of a controlled and managed scope for the  
 10 project."  
 11 And now it says:  
 12 "A perceived poor commitment from Leadbitter to  
 13 demonstrate a full commitment to this project. The  
 14 indications are that this project was not properly  
 15 resourced due to the parallel demand of the Kensington  
 16 Academy and Leisure Centre project (KALC)."  
 17 That's a new point in there completely, isn't it?  
 18 The original report didn't say that one of the  
 19 contributing factors was a poor commitment, or perceived  
 20 poor commitment, from Leadbitter, did it?  
 21 A. No, but I think it's a true statement.  
 22 Q. Maybe, but it wasn't in the original report, was it?  
 23 A. It doesn't look like it, no.  
 24 Q. This list in the updated report on the right-hand side  
 25 doesn't say anything about TMO's commitment to budget

136

1 being late , as the original report did in the third  
 2 bullet point, if you look back at the left -hand side of  
 3 the page.  
 4 A. It doesn't.  
 5 Q. That's been taken out, hasn't it?  
 6 A. Yes.  
 7 Q. Originally , that was a criticism of the TMO, and  
 8 possibly RBKC, wasn't it?  
 9 A. Or an incorrect statement.  
 10 Q. Or an incorrect statement, which was it?  
 11 A. I believe it to be an incorrect statement.  
 12 Q. Right.  
 13 Did you ask Artelia to downplay anything that was  
 14 critical of the TMO?  
 15 A. Not to downplay, I wanted this report to be clear and  
 16 focused and neutral and define a clear way forward, and  
 17 I felt that some of this -- some of the text was  
 18 a little bit too negative and backward looking, whereas  
 19 we wanted it to be focused on going -- on the project  
 20 going forward, and so -- and I felt that some of the  
 21 language was a little less than neutral, and I think the  
 22 same points could have been made in a less emotive way,  
 23 really , I think.  
 24 Q. Did you ask Artelia to strengthen the justification for  
 25 not proceeding with Leadbitter?

137

1 A. There was an agree -- we had discussed -- there was  
 2 a discussion between Artelia and my team about the way  
 3 forwards, as we've described this morning, and what the  
 4 changes in priorities were, how we'd perceived the issue  
 5 relating to Leadbitter and their appropriateness as  
 6 contractor, and we wanted the report here for Artelia to  
 7 give a clear, focused recommendation of a way forward.  
 8 Q. So is the answer to my question: yes, you did ask  
 9 Artelia to put in writing a clearer, if you like,  
 10 justification for not proceeding with Leadbitter?  
 11 A. That sounds like -- if I was asking Artelia to do that,  
 12 I would be writing their report. I was working with  
 13 them and asking them to make a recommendation of how we  
 14 move forward within the parameters that the client was  
 15 working with them on. So the way you suggest it might  
 16 make it sound like I'm instructing them, whereas I'm --  
 17 well, I am instructing them as a client, but I'm asking  
 18 them to give me a recommendation of how we can meet our  
 19 objectives.  
 20 Q. You really put your finger on it, if you may say so, you  
 21 writing their report. There was an element, wasn't  
 22 there, of you interfering with the substance of the  
 23 advice and asking them to give you better advice or  
 24 different advice?  
 25 A. I don't agree with the word "interfering". I think it's

138

1 having clarity as a client as to what we wanted and what  
 2 we were aiming to achieve, and trying to give clarity to  
 3 our consultant as to what we -- how we would deliver  
 4 that and how -- we were looking for a recommendation  
 5 from them on that basis.  
 6 Q. Did you ask Artelia to strengthen the justification for  
 7 re-procurement?  
 8 A. I asked them to amend the report to reflect what we had  
 9 agreed as the way forward.  
 10 Q. When Simon Cash says in his email that the report should  
 11 now read in a better light, did you understand him to  
 12 mean that it would now put the TMO in a better light?  
 13 A. This report was an internal report. This was for me  
 14 as -- for me and my team, as the client, so we've got  
 15 a clear audit trail of what we're doing, and why we've  
 16 done it. This wasn't to be presented to anybody or to  
 17 reflect us in a better light. We wanted something that  
 18 was clear, factual and focused, that was  
 19 forward-looking.  
 20 Q. I would suggest to you that that answer and the one that  
 21 preceded it is actually a gloss, and that, in reality,  
 22 when you put the original report, the addendum, the  
 23 instruction at the 6 June meeting and this report  
 24 together and you read them all as one, to the reader it  
 25 appears that you have told Artelia what report they

139

1 should write. You dismissed the first one because it  
 2 put the TMO in an unfavourable light, and you wanted  
 3 a clearer and stronger justification in writing for  
 4 re-procurement. Isn't that what happened?  
 5 A. No, I don't agree with that. This was making sure that  
 6 the report reflected the parameters that we had agreed  
 7 with Artelia, which was around the principles of what we  
 8 were trying to achieve and how we wanted to achieve it,  
 9 and that being value for money and quality and  
 10 experience, and all of those issues that I've related to  
 11 in terms of how we can procure the best quality  
 12 contractor for this job with the best experience. That  
 13 was the purpose of this.  
 14 Q. So, on your evidence -- is this right? -- you would say  
 15 that this was simply reflecting an agreement, an agreed  
 16 position, that Artelia was willingly and happily able to  
 17 reflect in their report?  
 18 A. I think it was part of an iterative process whereby  
 19 which the client clarified the principles of what we  
 20 were looking to achieve, and worked with Artelia --  
 21 I mean, so some of the things that are reflected in this  
 22 commentary explain some of that, that there are -- there  
 23 has been an evolution, we've now focused the brief,  
 24 we've clarified that value for money is the driver,  
 25 we've clarified that time is a secondary issue so we can

140

1 take time to re-procure through the most effective  
2 route.  
3 So that's -- and I think what was probably difficult  
4 in this process for Appleyards is that they've tried to  
5 do it through the iterations of a single report. Maybe  
6 they should have just written a new single report  
7 explaining what we were going to do going forward, and  
8 I think that maybe that's part of the evolution of this.

9 But, you know, once we'd clarified those principles,  
10 I had understood that we'd agreed a way forward with  
11 Artelia. It wasn't a case of us imposing this on them.  
12 I don't know why we would.

13 Q. Well, political lubrication may be one reason, let me  
14 suggest to you.

15 A. There was no political lubrication necessary. I don't  
16 even know what political lubrication is, frankly.

17 Q. Let's look and see what Simon Cash said about these  
18 events at the time. Can we go, please, to the  
19 transcript of his evidence at {Day48/194:15}. We can  
20 see here that we're looking at the differences between  
21 the status report and the updated status report in  
22 June 2013.

23 If we look at line 8, having put that to him,  
24 I asked him this:

25 "Question: And I think you have accepted that the

141

1 criticism of the TMO about a late commitment to budget  
2 has been removed.

3 "Now, am I right in thinking that you agreed with  
4 these statements when this status report went out?

5 "Answer: I didn't necessarily agree with them  
6 personally, no.

7 "Question: Why did you let them out, then, to  
8 Peter Maddison if you didn't agree with them?

9 "Answer: Peter Maddison and I had had  
10 a particularly strong conversation about the changes  
11 that had to be made. He was being very persistent and  
12 put a lot of pressure on us to make those changes.  
13 I was quite resistant because I felt that it was a true  
14 reflection of what had happened on the project, but at  
15 the same time, this was a report that Peter Maddison was  
16 looking to present to his board, and that if we weren't  
17 going -- if we didn't make the changes, then the report  
18 wouldn't be presented to the board and therefore no  
19 decision would be made or no recommendations would be  
20 drawn from that. Therefore, the whole basis of the  
21 report would have failed completely.

22 "Question: So you were basically strong-armed into  
23 making these changes?

24 "Answer: Yes."

25 Now, is it right that you and he, Mr Cash, had

142

1 a particularly strong conversation about the changes  
2 that had to be made?

3 A. I don't recall it, and -- I mean, I don't know that I've  
4 ever -- well, I haven't strong-armed anyone ever, and  
5 I don't think Simon would be someone who would be easily  
6 strong-armed. I think we would have a frank  
7 conversation and agree a way forward, but I don't think  
8 that's an accurate statement.

9 Q. He said that -- we've seen it -- you were being very  
10 persistent and put a lot of pressure on him to make  
11 those changes; do you accept that?

12 A. I don't recall that. I mean, the whole basis of that  
13 paragraph, if I could just go back to it, just --

14 Q. Yes.

15 A. I mean, the whole idea that this was to go to the board  
16 isn't true either. It wasn't a report for my board.  
17 This was a report for internal clarification as to the  
18 way forward. And it may have -- I may have taken  
19 information from this to report in to my board and to  
20 get the approval -- well, to inform the board about how  
21 we were taking things forward, and, you know, that would  
22 have been an appropriate thing to do. But this wasn't  
23 a case of trying to rewrite something -- I wanted it to  
24 be focused and clear, and I didn't think it was, and  
25 I thought -- so, you know ... but it wasn't -- this

143

1 wasn't a memorable conversation in my mind, I don't  
2 remember it, the conversation that Simon's saying was  
3 very strong.

4 Q. Well, he certainly got the impression that, he, Artelia,  
5 had been strong-armed into writing this report.

6 Let me put it to you this way: it's quite clear that  
7 the advice originally given in the April status report  
8 was that there should not, at least at that time, be  
9 a re-procurement exercise, and that you should continue  
10 with Leadbitter; yes?

11 A. Yes, and my view was that the outcome of that would have  
12 been we would have potentially selected a contractor at  
13 a price that hadn't been tested and that didn't  
14 necessarily have the experience required to do this job.

15 Q. Yes.

16 A. And that wasn't acceptable.

17 Q. I understand that entirely, and that led you to reject  
18 the advice given in April, and want different advice,  
19 which is what you asked for and ultimately received in  
20 this report.

21 A. And we did that by working with Artelia, explaining the  
22 parameters that we could work within in terms of value  
23 for money and timescale, and that made things easier for  
24 them to recognise that, actually, we could -- there are  
25 different options if we've got more time to procure, if

144

1 we're not up against trying to close out the Leadbitters  
2 tender.  
3 So none of this seemed very contentious, really, at  
4 the time. I don't remember it being a contentious  
5 issue. I don't remember this conversation directly,  
6 but ...  
7 Q. If you were going to reject the advice that was given by  
8 Artelia in April 2013, in their formal status report of  
9 the 23rd of that month, why did you need a further  
10 report at all? You could just put the report they'd  
11 given you in the bin and do your own thing.  
12 A. Because what I wanted here was a recommendation of how  
13 we take this forward. My role is to move this forward.  
14 Q. But you had already decided how to move it forward; why  
15 did you need a recommendation from Artelia?  
16 A. Because there is a professional aspect to this that is  
17 needed to explain how we take it forward and to give  
18 a recommendation of the appropriate route, and that was  
19 what I was asking Artelia to do. There was a --  
20 you know, the priority was to get a contractor that had  
21 the requisite experience to do this job, and I don't  
22 believe that we had established that with Leadbitter.  
23 Q. My question is a different one, which is: given that you  
24 had asked for the advice, been given advice you didn't  
25 like and decided to reject it, why did you want a new

145

1 report at all? Why not simply say to Artelia, "Thank  
2 you very much, we're going to do something differently,  
3 this is what we're going to do"?  
4 A. Because their role is to -- we are the non-technical  
5 client here, so we are commissioning them to recommend  
6 technical ways of delivering what we want to be  
7 achieved, and so we are looking for their recommendation  
8 on that, and that was something that they'd offered and  
9 it was part of their service, it was something that they  
10 were very clear about, they gave us options, and so it  
11 was absolutely appropriate that we ask them to  
12 communicate to us how they will deliver that for us, and  
13 if they couldn't, then we would have to consider  
14 a different way of procuring this.  
15 Q. Do you accept that you weren't simply giving them new  
16 facts on the basis of which you wanted their independent  
17 advice, you were actually asking them in substance to  
18 give you the advice that you wanted and in the style  
19 that you wanted it?  
20 A. No, I don't accept that.  
21 Q. Can we go to {TMO10048490}. This is an email from  
22 David Gibson to Claire Williams in September 2013,  
23 17 September 2013, and it's not I think copied to you,  
24 although you are the recipient of the 19 June email  
25 which it forwards on to Claire Williams, as I think you

146

1 can see:  
2 "Claire, re VFM through procurement. This is all  
3 I have seen from Appleyards, and we had to twist their  
4 arms quite hard for them to write it."  
5 Do you see that?  
6 A. Yes.  
7 Q. Do you accept that that is a fair description by  
8 David Gibson of how the June version of the Artelia  
9 advice came to be in its final form?  
10 A. I don't recall this. I think we were looking for  
11 a report that gave clarity going forward and we hadn't  
12 had it.  
13 Q. Can you explain why David Gibson told Claire Williams  
14 that "we had to twist their arms quite hard for them to  
15 write it" if that was not the case?  
16 A. I've got no recollection of this so I can't really  
17 comment.  
18 Q. Well, I'm asking you to see if you can help me  
19 understand why it is that David Gibson was of the  
20 impression, according to this contemporaneous document,  
21 that the TMO had to twist Appleyards' arms quite hard  
22 for them to write the report he's attaching?  
23 A. I assume he's referring to the fact that we're on  
24 version 5 of a report, and so we were looking to --  
25 before we got one that we felt satisfied our

147

1 requirements.  
2 Q. That's an assumption you make, but the --  
3 A. As I say, I don't remember the detail of this, but,  
4 you know, I think five iterations of a report is quite  
5 a lot.  
6 Q. It certainly is, and it's certainly telling, but I'm  
7 just interested in seeing whether you can explain why  
8 Mr Gibson thought that the TMO had to twist Appleyards'  
9 arm quite hard for them to write it. You can't?  
10 A. They're David's words, I don't ...  
11 SIR MARTIN MOORE-BICK: Mr Millett, I would just like to get  
12 a little bit of further help on this.  
13 Can you tell me, Mr Maddison, what was the use to  
14 which this report was going to be put within the TMO?  
15 A. It was just for internal -- so we've got an internal  
16 record of what we've agreed going forward, and I could  
17 draw from it to make the recommendations to the board or  
18 to explain the way forward, really.  
19 SIR MARTIN MOORE-BICK: So although, I think you told us  
20 earlier, it wasn't necessarily going to be shown to the  
21 board as it stood, you envisaged drawing on it when you  
22 made some form of presentation to the board; is that the  
23 right position?  
24 A. Yes. Yes. I think so.  
25 SIR MARTIN MOORE-BICK: Yes, all right, thank you.

148

1 Yes, thank you, Mr Millett .  
 2 MR MILLETT: Can we go back to your first witness statement,  
 3 then, please, at {TMO00000892/6}. Let's go to  
 4 paragraph 33. You say in that paragraph in the second  
 5 sentence:  
 6 "At that time [February/March 2013] the budgeted  
 7 costs for refurbishment were £9m while costs presented  
 8 by Leadbitter were £12m-£13m which Artelia advised did  
 9 not represent value for money."  
 10 Just on the 9 million, I think in fact that's not  
 11 quite right, is it? Or is that the figure you are  
 12 putting here which includes fees?  
 13 A. Yes.  
 14 Q. It does, right. Then you say:  
 15 "... [the] costs presented by Leadbitter were  
 16 £12m-£13m which Artelia advised did not represent value  
 17 for money."  
 18 Artelia's first report in April 2013 advised no such  
 19 thing, did it? It nowhere said that Leadbitter, at  
 20 12 to 13 million, or indeed any figures, were not value  
 21 for money?  
 22 A. Well, that's my inference, that -- I mean, Artelia are  
 23 telling me that the cost should be 9 million or  
 24 9 million less the fees, and Leadbitter are telling us  
 25 it's going to cost 12 to 13. My assessment of that is

149

1 that we're not getting value for money.  
 2 Q. That may have been your assessment of it, Mr Maddison,  
 3 but it isn't right to say, is it, that Artelia advised  
 4 you that Leadbitter's figures did not represent value  
 5 for money?  
 6 A. Okay.  
 7 Q. Do you accept that?  
 8 A. I can, yeah, accept that.  
 9 Q. Can you explain how that mistake came to be made in your  
 10 statement?  
 11 A. I think that's just a misdrafting, I think.  
 12 Q. Right.  
 13 In fact, it's the contrary, isn't it, because when  
 14 we look at the status report, they're telling you that  
 15 Leadbitter had come down by 2.1 million to just over  
 16 10 million, and the gap between you was under £700,000?  
 17 A. But this relates to February and March.  
 18 Q. Yes.  
 19 A. I'm trying to understand the narrative. So in February  
 20 and March the costs gap was at that stage. At a later  
 21 stage things changed, I agree. But at this stage that  
 22 gap was significant.  
 23 Q. I see.  
 24 Can we then look at the circumstances in which TMO  
 25 discontinued with Leadbitter, and I would like to show

150

1 you the witness statement of Richard Cloke at  
 2 {MET00070907}. I would like to put up pages 6 and 7 of  
 3 that together. That's at 5 and 6 I think externally.  
 4 At the bottom of page 5 {MET00070907/5} he says:  
 5 "By April/May 2013, it was fairly clear that the  
 6 Client's and Leadbitter's views on budget costs were  
 7 some way apart."  
 8 I should have explained, Richard Cloke was the  
 9 Leadbitter executive, wasn't he, dealing with the KALC  
 10 project and the Grenfell Tower project?  
 11 A. I recognise the name, but I don't know his role.  
 12 Q. Right, okay.  
 13 He says:  
 14 "We were informing Appleyards that they needed to  
 15 think about how they wanted to progress, as unless the  
 16 scope was altered or additional budget was made  
 17 available, it was our view that the scheme as proposed  
 18 could not be delivered in line with the Client's advised  
 19 budget.  
 20 "The consensus seemed to be that there was no point  
 21 in continuing to work on the cost plan until we received  
 22 guidance from the Client team on how to take things  
 23 forward."  
 24 Do you see that?  
 25 A. Yes.

151

1 Q. Is it right that there was a consensus that Leadbitter  
 2 would not work any more on the cost plan for Grenfell at  
 3 that time?  
 4 A. I think there was a consensus within Leadbitter, because  
 5 they hadn't provided any information that had been  
 6 requested over a period of months, and weren't able to  
 7 give a breakdown of their costs and weren't turning up  
 8 to meetings. So they clearly had stopped working and  
 9 there was a distinct lack of commitment from them on  
 10 this project.  
 11 Q. I see.  
 12 Can we go to {ART00009106} again. This is the  
 13 6 June 2013 TMO meeting. If we look at page 2  
 14 {ART00009106/2}, item 2.2, please, it says:  
 15 "PM confirmed that he would advise Leadbitter of  
 16 decision to tender contractor."  
 17 Now, this is the 6 June meeting. If we flip back  
 18 a page we can see that, at the foot of the page, we  
 19 looked at this part a moment ago, "Contractor  
 20 procurement", where you asked Appleyards to review the  
 21 addendum and include greater detail on programme and  
 22 costs, et cetera, "to demonstrate that tendering the  
 23 contract will deliver greater value for money, the main  
 24 project driver", that's there. But on the next page we  
 25 see that you had confirmed that you would advise

152

1 Leadbitter of the decision to tender contractor.  
 2 So is it right that you actually had made the  
 3 decision to re-tender and, as it were, drop Leadbitter  
 4 before you had the final report from Artelia?  
 5 A. Could you just remind me of the date of this?  
 6 Q. 6 June 2013.  
 7 A. Yes. I think that following -- yes, following May we'd  
 8 decided that the procurement was going to be via  
 9 an alternative route to Leadbitter.  
 10 Q. Right. Does this tell us that you didn't actually need  
 11 Artelia's written advice in its final form before making  
 12 the decision to re-tender?  
 13 A. We needed -- well, there are two different distinct  
 14 issues here: one is whether we are going to proceed with  
 15 Leadbitter, and the second is how we are going to  
 16 procure the works themselves, and they're quite  
 17 distinctly different things. So the report from Artelia  
 18 was about how we were going to take it forward.  
 19 Q. Well, forgive me, I think it's simpler than that. Let  
 20 me try it differently.  
 21 Looking at 2.2, we can see that you confirmed to the  
 22 meeting that you would advise Leadbitter of the decision  
 23 to tender contractor. When was that decision made.  
 24 A. I don't recall.  
 25 Q. It would follow from the fact that you were telling the

153

1 meeting that you would advise Leadbitter of the decision  
 2 to tender the contract that that decision had been made  
 3 before this meeting. Isn't that right?  
 4 A. Yes, and I think there's quite a trail of -- there's  
 5 quite a narrative through various internal meetings  
 6 within the TMO to the programme board and to board  
 7 indeed recording the timeline around this, yeah.  
 8 Q. Yes. So it would follow --  
 9 A. So --  
 10 Q. Sorry, do you want --  
 11 A. No, no, no.  
 12 Q. Given that you didn't get the final report from Artelia  
 13 until 19 June, which we saw earlier, it follows, doesn't  
 14 it, that you made the decision to tender the contract --  
 15 re-tender or re-procure, no matter how you express it --  
 16 before you had the final advice from Artelia?  
 17 A. The report from Artelia was to tell us how to procure  
 18 it, that's what we wanted it to say, it is: what is the  
 19 route? The decision had been made prior to that.  
 20 That's what we had agreed with Artelia and asked them to  
 21 report that in a status report -- not in a status  
 22 report, we asked them to produce a report that explained  
 23 how they would take that forward through a procurement  
 24 process. In the meantime, I was going to contact  
 25 Leadbitter and tell them of the decision to go through

154

1 that process.  
 2 Q. My question was different. My question is: do you  
 3 accept as a matter of chronology that you had made the  
 4 decision to re-procure the contract before you received  
 5 Artelia's final report? That's a fact on the documents.  
 6 Do you accept it?  
 7 A. Yes, because that was the purpose of the report, to tell  
 8 us how to procure it. So, yes, that was the purpose of  
 9 the report, was how to procure that contract.  
 10 Q. And we see that the decision was made to re-procure even  
 11 before the addendum of 24 May, because we saw that from  
 12 the 21 May email, didn't we?  
 13 A. Sorry, I'm getting very confused by the timelines here,  
 14 so I don't really follow. But what -- maybe you could  
 15 explain the point that you want me to make, because the  
 16 timeline's just confusing me a lot.  
 17 Q. There are a number of dates. Let me just give them to  
 18 you: 23 April is the status report; then 21 May is the  
 19 meeting where you are overruled by Laura Johnson,  
 20 according to the email, and you tell Artelia that you're  
 21 going to re-procure through the OJEU, that's 21 May;  
 22 6 June we have a meeting where you say that you advised  
 23 Leadbitter of the decision to tender contractor; and  
 24 19 June is when you get the final version of Artelia's  
 25 advice.

155

1 Looking at that chronology, doesn't that tell us  
 2 that you made the decision to re-procure and to tell  
 3 Leadbitter of that decision before you had the final  
 4 advice from Artelia?  
 5 A. The principle had been established, but the detail of  
 6 how to procure it was waited for in the report.  
 7 Q. When did you tell Leadbitter, do you know?  
 8 A. Around this time.  
 9 Q. Let's have a look, there is a document I think that can  
 10 throw light on that, {ART00008603}.  
 11 SIR MARTIN MOORE-BICK: I'm sorry, before we leave this  
 12 document, the entry we have been looking at, 2.2, talks  
 13 about "decision to tender contractor"; that means, what,  
 14 put it out for tender, put the contract out to tender?  
 15 A. Yes.  
 16 SIR MARTIN MOORE-BICK: And what was the method of doing  
 17 that other than through the OJEU procedure?  
 18 A. It could have been through a framework, but the  
 19 discussion that we'd had at that point was that it would  
 20 be an open tender, and part of the reason for that was  
 21 that we wanted to give Leadbitter the opportunity to  
 22 tender if they so wanted.  
 23 SIR MARTIN MOORE-BICK: So that would have had to have been  
 24 an OJEU tender?  
 25 A. It would have had to have been --

156



1 SIR MARTIN MOORE-BICK: Or OJEU process, rather.  
 2 A. Because of the value, and because we particularly wanted  
 3 to leave that opportunity there for Leadbitter if they  
 4 did want it, then it was easier to go through an open  
 5 process.  
 6 SIR MARTIN MOORE-BICK: So the way of putting this out to  
 7 procurement or to tender, if you like, was really only  
 8 the OJEU process?  
 9 A. Yes. Yes.  
 10 SIR MARTIN MOORE-BICK: So I am just wondering whether you  
 11 needed advice from Artelia about how to go about it.  
 12 (Pause)  
 13 A. I'm struggling to remember the detail. The significance  
 14 of this report now seems much less than it --  
 15 SIR MARTIN MOORE-BICK: Okay, thank you.  
 16 A. Much greater now than it was then, rather.  
 17 MR MILLETT: Can you go to {ART00008603}, please. This is  
 18 an email, second email down, from David Gibson to  
 19 Phil Booth dated 19 July 2013, although it's actually  
 20 not dated that date. We can see that you are copied in  
 21 on it. It's the bottom of the page. At the bottom of  
 22 the page, it's an email from David Gibson to  
 23 Phil Booth -- I'm so sorry, I'm actually looking at the  
 24 middle email on that page -- "Subject: OJEU notice" from  
 25 David Gibson to Philip Booth, copied to Paul Dunkerton.

157

1 Do you see that?  
 2 A. No, sorry, I am lost.  
 3 Q. It's my fault entirely. If you look at the first page  
 4 there is an email at the top from Phil Booth to  
 5 Simon Cash.  
 6 A. Yes.  
 7 Q. Underneath that there is an original message, "Subject:  
 8 RE: OJEU notice" from David Gibson to Phil Booth. Do  
 9 you see that?  
 10 A. Yes.  
 11 Q. It's copied to Paul Dunkerton. It's not copied to you,  
 12 I don't think, but it says:  
 13 "Philip,  
 14 "As discussed.  
 15 "I'm able to confirm Leadbitters have been informed.  
 16 (they didn't raise any objections and offered any  
 17 assistance we might need).  
 18 "We have agreed for Simon to have a conversation  
 19 with his Leadbitter contact just to clarify if they are  
 20 likely to be interested in tendering. Once we clarify  
 21 the position we may again give consideration to tapping  
 22 into an existing OJEU."  
 23 You see that?  
 24 A. Yes.  
 25 Q. Is that the time when Leadbitter were informed, do we

158

1 think?  
 2 A. Yes.  
 3 Q. Mid-July.  
 4 Can you explain what the gap was, why there was  
 5 a delay between 6 June 2013 when we saw that you told  
 6 the meeting that Leadbitter would be informed of your  
 7 decision to tender the contract, and the middle of July  
 8 when they were told? Do you know why that was?  
 9 A. I don't know that it was the middle of July when they  
 10 were told. I don't have any record of when they were  
 11 told.  
 12 Q. All right.  
 13 Now, it was open to Leadbitter to bid for the  
 14 project under the OJEU tender process, wasn't it?  
 15 A. Yes.  
 16 Q. They didn't, did they?  
 17 A. No.  
 18 Q. Do you know why that was?  
 19 A. When I -- part of the concern when we were going to  
 20 contact Leadbitters here was that they -- whether they  
 21 might claim -- put some claim in because they'd done  
 22 some work, and they may have objected to the idea of us  
 23 re-procuring. Actually, when I made contact, they were  
 24 very sanguine about it, and -- which made -- which  
 25 confirmed my view that they really weren't interested in

159

1 the work, in fact may have been relieved. And so -- but  
 2 what we did ask was -- so David here is asking Simon,  
 3 because Simon Cash is working with Leadbitter on the  
 4 adjacent site, to check in with his contact there and  
 5 see if they're interested, because part of opportunity  
 6 of leaving the OJEU -- the open OJEU route open for  
 7 Leadbitter was to ensure that there wasn't any claim or  
 8 comeback from them being precluded from that work. And  
 9 David's email here seems to be suggesting that, if they  
 10 aren't interested, that might open up the procurement  
 11 via an existing framework route.  
 12 Q. I'm now going to turn to a completely different topic,  
 13 which is the tender process itself. Now, as we've  
 14 looked at, this was to be and indeed was in the end  
 15 an OJEU tender process.  
 16 Now, before the Grenfell Tower refurbishment  
 17 project, had you done any public procurement exercises  
 18 of any substance?  
 19 A. Yes, I've got a large experience of procuring contracts.  
 20 Q. Were those under the OJEU regulations?  
 21 A. A number have been, yes.  
 22 Q. So would you say that, as at the 2013 to 2014 period,  
 23 you were familiar with the obligations imposed by the  
 24 procurement rules on contracting authorities awarding  
 25 public contracts?

160

1 A. In the broadest terms, but we had a specialist in-house  
2 who was -- a specialist consultant in-house who was  
3 specialist in managing the procurement processes, and  
4 she oversaw the procurement work that was generally  
5 carried out by our consultants.  
6 Q. That was Jenny Jackson?  
7 A. Jenny Jackson.  
8 Q. Yes, I'm really just asking you about you, and I think  
9 your answer about you was: in the broadest terms.  
10 A. Yes.  
11 Q. Did you understand -- you, that is, not Jenny Jackson --  
12 that one of the basic principles in public procurement  
13 exercises is that the bidders are all given equal  
14 treatment until the contract is actually let?  
15 A. Yes.  
16 Q. Now, let's just take a run-up here. I want to ask you  
17 what you knew about Rydon.  
18 In his evidence to the Inquiry, Stephen Blake of  
19 Rydon said that he had known you since the early 2000s.  
20 Is that correct?  
21 A. Probably -- I can't remember when I first met him.  
22 Probably when I was working at Hyde, probably in the  
23 late 2000s.  
24 Q. You mean the late noughties, as they're called, in other  
25 words before 2010?

161

1 A. Probably. I don't really recall when I first met him.  
2 Q. You said yesterday that you had paid a visit to the  
3 Chalcots project. Now, we know that Rydon were the  
4 contractor on the Chalcots project. Did you meet  
5 Steve Blake in connection with the Chalcots project?  
6 A. I don't recall who we met from Rydon there, to be  
7 honest.  
8 Q. Do you remember the circumstances in which you first  
9 came to know Mr Blake?  
10 A. So I've never actually directly worked with Rydon or  
11 Steve Blake in any way before this contract. Rydon were  
12 a contractor who did a lot of work at Hyde Housing  
13 Association, and I worked at Hyde Housing Association,  
14 but didn't work directly on any of the contracts that  
15 they were delivering there, although I did a small piece  
16 of strategic asset management on a PFI contract that  
17 they did some repair and maintenance work on, but I had  
18 no direct client role in any of those contracts.  
19 Q. How did you first come to know Mr Blake?  
20 A. I didn't really -- I wouldn't really say I knew  
21 Mr Blake. I knew him in the same way that I knew his  
22 equivalents in most of the main contractors who would  
23 bid for this sort of work.  
24 Q. Well, forgive me, you told us:  
25 "... I can't remember when I first met him.

162

1 Probably when I was working at Hyde ... in the late  
2 2000s."  
3 So you had met him.  
4 A. Yes.  
5 Q. Can you tell us the circumstances in which you came to  
6 meet him?  
7 A. I've just described them. I was working at Hyde Housing  
8 Association where they did a lot of work with Rydon, and  
9 I had -- I will have met them and I would have probably,  
10 thinking about it, have assessed various bids that  
11 they've made for works, but I have never appointed them,  
12 they've never been successful in part of those  
13 procurements, mainly because they tended to be more  
14 expensive than most, even with a quality price, they  
15 tended to be more expensive. So although I had  
16 evaluated them and known them by reputation as being a  
17 good, reliable contractor with good experience, I didn't  
18 have any personal relationship with them.  
19 Q. When you moved to Haringey in 2011 from Hyde Housing,  
20 did you keep up your acquaintance with or your  
21 relationship, such as it was, with Mr Blake?  
22 A. No, not that I remember. I did -- at Haringey Council  
23 one of the directors of Rydon was a non-executive on the  
24 board, but no, I didn't have any contact with  
25 Steve Blake in that time that I can remember.

163

1 Q. Now, Steve Blake told the Inquiry -- just for our  
2 reference purposes, it is {Day28/92:10-11} -- that you  
3 would meet at conferences from time to time, for example  
4 the annual housing conference at Brighton. Is that  
5 right?  
6 A. Yes. I mean, the annual housing conference at Brighton  
7 is an opportunity to meet most contractors in the sector  
8 in a very short space of time.  
9 Q. Yes, and did you meet Mr Blake at that conference?  
10 A. Yes, I do remember meeting him.  
11 Q. What about at Manchester?  
12 A. I've never been to the Manchester conference.  
13 Q. Right.  
14 About what Jeff Henton of Rydon, did you meet him?  
15 A. Yeah, so Jeff Henton was the non-executive director at  
16 Homes for Haringey.  
17 Q. Oh, was he?  
18 A. Yes, for a time when I was there. And he ...  
19 (Pause)  
20 MR MILLETT: I'm sorry, Mr Chairman, I don't know what that  
21 was.  
22 Sorry, I was distracted by that, and I think you may  
23 have been.  
24 Jeff Henton was a non-executive director at Homes  
25 for Haringey?

164

1 A. Yes.  
2 Q. What's Homes for Haringey?  
3 A. It's the ALMO at Haringey, so where I worked.  
4 Q. Can you help us, when did Jeff Henton leave Homes for  
5 Haringey, do you remember?  
6 A. I think he was probably there for a year when I was  
7 year, so ...  
8 Q. Did you work with him?  
9 A. He was a non-executive, so he was an independent on the  
10 board.  
11 Q. Certainly, but did you work with him?  
12 A. No.  
13 Q. You didn't? Did you meet him from time to time, did you  
14 get to know him at all?  
15 A. Yes, I knew him, and I'd met Jeff at -- when at Hyde.  
16 So Rydon delivered a number of significant projects at  
17 Hyde, so the Packington Estate project, a regeneration  
18 project in Islington, and the Islington PFI project, and  
19 they were very high-profile schemes, and I have been  
20 to -- I have met them at various significant events in  
21 the development of those projects.  
22 Q. I see.  
23 Did you get told or did you find out that  
24 Jeff Henton had left Homes for Haringey and gone to  
25 Rydon?

165

1 A. No, no, he was a non-executive. He was always at Rydon  
2 in my understanding.  
3 Q. Oh, I see. I see.  
4 A. He was an independent on the board to give a dimension  
5 of expertise to the board as a non-executive. So he  
6 wasn't a paid board member.  
7 Q. I follow what you are saying. So he remained on the  
8 board of Homes for Haringey, but as a non-executive  
9 director of that, whilst being an executive director of  
10 Rydon?  
11 A. I don't know his status at Rydon. I assume it's --  
12 Q. Okay. We don't have to trouble you with that.  
13 To your knowledge, did Sacha Jevans have contact  
14 with Rydon at events such as the annual Housing Forum in  
15 Brighton?  
16 A. I don't know specifically, I'm sure she could have done.  
17 Q. Now --  
18 A. Or probably would have done.  
19 Q. Yes.  
20 If we go to your notebook, please, at  
21 {TMO00879771/23}, this is your entry for  
22 12 February 2013. On the right-hand side of the  
23 notebook there is a long list of items with a square  
24 bracket next to them. Do you see that?  
25 A. Yeah.

166

1 Q. This is part of a list or a text which I think starts on  
2 the left-hand side, "12/2/13, Grenfell Tower". Do you  
3 see that?  
4 A. Yes.  
5 Q. It looks as if this is a meeting with Leadbitter at that  
6 time because there is a reference to Colin Chiles,  
7 Simon Cash, Mo -- is that Mo Kotecha?  
8 A. I don't know.  
9 Q. QS, and then what looks like Gareth.  
10 Is this a record of a meeting you had with  
11 Leadbitter on 12 February 2013?  
12 A. Leadbitters and Simon Cash and Appleyards.  
13 Q. Absolutely.  
14 Then underneath that it says:  
15 "Studio E have stood down their design team ..."  
16 I don't think I need the rest of that.  
17 Then it says underneath it:  
18 "£1m discrepancy in the cladding quantities.  
19 Quantities in Leadbitter's cost plan are greater than."  
20 Or "greater [something]". Can you help me with what  
21 that says?  
22 A. Sorry, can you point me -- oh, "greater" -- no, I can't.  
23 Q. Then there is the list. It says, "Separate out cost",  
24 I think. What does the first one say?  
25 A. "Block" maybe.

167

1 Q. Block, and then externals, internals, M&E, Hidden Homes,  
2 boxing club, nursery, offices, reception, and then is  
3 that "Rubbish"?  
4 A. "Public realm".  
5 Q. Okay.  
6 Nothing there about cladding, but we've seen that  
7 there was already a £1 million discrepancy in accordance  
8 with your note.  
9 Pausing there, do you remember this meeting?  
10 A. I don't remember specifically the meeting but --  
11 Q. Is this a contemporaneous note of what was discussed or  
12 is it a preparatory note?  
13 A. No, this is a contemporary note of what was being  
14 agreed.  
15 Q. Then underneath the list with the square bracket next to  
16 it, which I drew your attention to, it says "Rydon: cost  
17 comparison", I think that says; is that right?  
18 A. Yes, that's right.  
19 Q. Or compare, cost compare.  
20 A. Comparison.  
21 Q. Right.  
22 Can we take it that, from 12 February 2013, you  
23 wanted Rydon to do a cost comparison for Grenfell?  
24 A. This was a conversation that I had with Artelia, and  
25 Artelia made contact with Rydon, and the connection

168

1 I had made -- so we'd had this discussion here, which  
 2 was clearly a discussion at a time when there was  
 3 a significant gap between Leadbitter's costs and  
 4 Appleyards at the time's estimate. This scheduling of  
 5 the elements of the scheme is trying to feed to  
 6 Leadbitters the way we wanted them to structure their  
 7 costs, because we hadn't had this sort of breakdown,  
 8 they'd just given us lump-sum costs, and then --  
 9 Q. Sorry, I'm going to cut across you, because I'm asking  
 10 a simpler question. Let me try a different way because  
 11 I'm not really getting what I'm after here.  
 12 The name Rydon is mentioned. Who mentioned the name  
 13 Rydon at the meeting?  
 14 A. So that was a conversation that I had with Simon Cash  
 15 afterwards, so that's the line under the meeting. We  
 16 talked about how we wanted them to produce their costs,  
 17 and I've suggested -- we've talked, and I've said, "On  
 18 my experience of having seen Chalcots Estate, Rydon are  
 19 a contractor who have done very similar works, maybe we  
 20 could get them to give us some sort of cost advice and  
 21 explain whether or not we're in the right ballpark  
 22 here", and on the back of that I think it was Robert --  
 23 I'm sorry, his name escapes me -- made contact with  
 24 Rydon at that time.  
 25 Q. I was going to come to that, but I can deal with it now.

169

1 You say Robert. I think it would be Robert Powell?  
 2 A. Yes.  
 3 Q. Right, made contact with Rydon at that time. Would that  
 4 be February 2013, do you think, or was it a little bit  
 5 later?  
 6 A. I don't remember.  
 7 Q. Right.  
 8 So I think, summarising what you have just said to  
 9 us, it was your idea in mid-February 2013 to ask Rydon  
 10 to do a cost comparison exercise for the Grenfell Tower  
 11 refurbishment?  
 12 A. It was certainly -- I don't know if it was my idea, but  
 13 it was something we discussed alongside -- we also  
 14 talked about the LHC, getting sense check costs from  
 15 them as well, so --  
 16 Q. But you were the one who came up with the name Rydon, it  
 17 wasn't Artelia?  
 18 A. I don't remember. I don't know if Artelia knew them as  
 19 well, I don't know.  
 20 Q. Can we go to {RYD00001115}, please. This is an email  
 21 between Stephen Blake and Jeff Henton at the top of the  
 22 page on 5 April 2013, and the reference is  
 23 "Grenfell Tower Regeneration Project". It forwards  
 24 an email attached below from Robert Powell to  
 25 Steve Blake. This is to Jeff Henton. It says:

170

1 "Jeff,  
 2 "This is the Peter Maddison scheme which is right up  
 3 our street.  
 4 "They are asking for a framework that we are one to  
 5 procure to avoid OJEU.  
 6 "Andy - any thoughts?  
 7 "Could be a challenge but a start."  
 8 Now, of course, this is a Rydon internal email, you  
 9 may not have seen this before at all, but can you throw  
 10 any light on why it was in early April 2013 Rydon would  
 11 be referring to the Grenfell Tower refurbishment project  
 12 as being "the Peter Maddison scheme"?  
 13 A. So when I first went to -- whenever I -- whenever moving  
 14 jobs, I'll always contact my other -- the rest of my  
 15 network and let them know where I am and what -- and  
 16 talk opportunities. This is one of the reasons for  
 17 going to conferences such as Brighton, is to talk about  
 18 opportunities that may be coming up and explain the sort  
 19 of priority and principles of what we're looking to  
 20 deliver in the new environment, but also in trying to  
 21 establish links to -- because actually what we were  
 22 doing at KCTMO was trying to gear up to deliver much  
 23 bigger programmes, and we needed larger-scale  
 24 contractors to come in and help deliver.  
 25 So there were conversations that I've had with

171

1 a whole range of contractors, and in reality that field  
 2 is relatively small, there aren't hundreds of  
 3 contractors who do refurbishment of homes in occupation  
 4 at large scale. So I will probably know most -- the  
 5 equivalent of, say, someone like Steve Blake in most of  
 6 those large contractors because I have been working in  
 7 that sector for 30 years.  
 8 Q. Let's just see the background.  
 9 In the email immediately below it, Robert Powell of  
 10 Artelia is writing to Steve Blake on 5 April, and he  
 11 says:  
 12 "Steve  
 13 "Good talking with you just now.  
 14 "Perhaps you would have a look at the attached-  
 15 supporting information for the proposed redevelopment of  
 16 Grenfell Tower- RBK&C.  
 17 "If you would be prepared to venture a check price  
 18 against this it would help us - recognising that we need  
 19 to agree a usable framework I means of procurement with  
 20 RBK&C.  
 21 "As mentioned, we are talking to more than one  
 22 contractor in consideration of such an appointment and  
 23 our client is looking to utilise their existing  
 24 frameworks to procure same."  
 25 That's what he was sent. You see that?

172

1 A. Yes, and that's not very accurate, if you --  
 2 Q. We will come back to that. We will come back to that in  
 3 a moment, so you will have your chance to answer  
 4 questions on that.  
 5 What I want to ask you is something slightly  
 6 different. There is no mention in Robert Powell's email  
 7 to Steve Blake of your name particularly, or something  
 8 called "the Peter Maddison scheme", is there? We can  
 9 see that, there isn't.  
 10 A. No.  
 11 Q. Therefore, are you able to explain why Steve Blake, when  
 12 sending this email on to Jeff Henton, as he does the  
 13 same day, two hours later -- do you see? -- calls it the  
 14 Peter Maddison scheme? My question is: did you have  
 15 a discussion with Steve Blake before Steve Blake  
 16 received the email from Robert Powell explaining the  
 17 scheme to him?  
 18 A. I don't recall. I may have had a conversation with  
 19 Steve in a more broad sense at -- prior to -- on my  
 20 arrival at the TMO, but I would have doubted it. Or  
 21 possibly Robert Powell has spoken directly to Steve,  
 22 I don't know.  
 23 Q. Looking at the time, of course, this is early  
 24 April 2013. You say you may have had a conversation  
 25 with Steve Blake in a more broad sense. Do you remember

173

1 whether you told Steve Blake that you were looking to  
 2 re-procure the contract?  
 3 A. No, I think here -- well, I think there are -- I think  
 4 there were two things that Robert Powell was doing here:  
 5 one was trying to get some sense of price and comparison  
 6 because there was such a big discrepancy at this time  
 7 between Artelia's estimate and Leadbitter's price, but  
 8 also we were starting the process of looking for options  
 9 for procurement, so I think that's why he's talking  
 10 about potential frameworks that suitable contractors  
 11 might have access to, but any such procurement would be  
 12 subject to a thorough and strict process.  
 13 Q. Yes. My question again: when you spoke to Steve Blake,  
 14 to the best of your recollection, before this email, or  
 15 before 5 April 2013, did you tell him that you, the TMO,  
 16 were looking to re-procure the contract?  
 17 A. No, I don't remember a specific conversation with Steve.  
 18 Q. Right. Did you tell him that you wanted to avoid OJEU?  
 19 A. Well, you can't avoid OJEU. I think the terminology --  
 20 so is this -- are they his words?  
 21 Q. Indeed. Looking at the top email, he says:  
 22 "They are asking for a framework that we are one to  
 23 procure to avoid OJEU."  
 24 Did you have a discussion with Steve Blake --  
 25 A. I can't see that.

174

1 SIR MARTIN MOORE-BICK: Can you scroll up so we can see it?  
 2 MR MILLETT: Yes, of course, I'm so sorry. If you go to the  
 3 top email on that page, second line:  
 4 "They are asking for a framework that we are one to  
 5 procure to avoid OJEU."  
 6 A. So that's --  
 7 Q. Did you have --  
 8 A. I think that's a very --  
 9 Q. Let me just ask the question: did you have  
 10 a conversation with Steve Blake --  
 11 A. No.  
 12 Q. -- to that effect?  
 13 A. No, and so the conversation -- there wasn't -- there  
 14 isn't a conversation I recall, and also there's no way  
 15 that we would be looking to procure to avoid OJEU, for  
 16 clarification, because the -- what we would be looking  
 17 for are any frameworks that comply with OJEU that we  
 18 could use to procure this type of work, and that was  
 19 what Artelia were exploring in a broader sense, so they  
 20 were talking to the LHC and looking at other frameworks  
 21 that could potentially be used to comply with OJEU, not  
 22 avoid it. So that's very much Rydon's misunderstanding  
 23 of what was --  
 24 Q. Did you have a conversation with Jeff Henton before  
 25 5 April about re-tendering?

175

1 A. No.  
 2 Q. Steve Blake was asked about this, and he said -- just  
 3 for the record, it's {Day28/107:2-4} -- when I asked him  
 4 the question:  
 5 "Question: How did you know at this stage -- and  
 6 it's April 2013 -- that Mr Maddison was involved?  
 7 "Answer: Either Peter would have told me or Jeff  
 8 told me."  
 9 So that was his recollection. What's your  
 10 recollection? I think you said you probably had  
 11 a conversation with Steve Blake.  
 12 A. That's possible. It's possible I had a conversation  
 13 with Steve. I did know that -- as I say, the connection  
 14 I'd had, I'd had a discussion with Steve regarding his  
 15 experience at Chalcots Estate, but that was possibly  
 16 when I -- in early times when I joined the TMO, but it  
 17 wasn't about procurement, it was about understand --  
 18 getting an understanding of the processes, and in this  
 19 instance it was about getting Artelia to contact them to  
 20 understand -- to try and understand Leadbitter's price  
 21 difference between Artelia and Leadbitters.  
 22 MR MILLETT: Mr Chairman, it's 3.30, but I'm still on this  
 23 page. I'm happy to break.  
 24 SIR MARTIN MOORE-BICK: If it's not inconvenient to you,  
 25 I think it would be better to give Mr Maddison a break

176

1 now.  
 2 MR MILLETT: Very good. Let's do that.  
 3 SIR MARTIN MOORE-BICK: Right, Mr Maddison, we're going to  
 4 have a short break now. I am going to say just  
 5 ten minutes or a few minutes over. We'll come back at  
 6 3.45, at least by this clock, and while you're out of  
 7 the room, please, no talking to anyone about your  
 8 evidence. Thank you very much.  
 9 THE WITNESS: Okay.  
 10 (Pause)  
 11 SIR MARTIN MOORE-BICK: Right, 3.45, please.  
 12 MR MILLETT: Thank you, Mr Chairman.  
 13 (3.33 pm)  
 14 (A short break)  
 15 (3.45 pm)  
 16 SIR MARTIN MOORE-BICK: Yes. All ready, Mr Maddison?  
 17 THE WITNESS: Yes, thank you.  
 18 SIR MARTIN MOORE-BICK: Thank you very much.  
 19 Yes, Mr Millett.  
 20 MR MILLETT: Mr Maddison, staying with this email run that  
 21 we were looking at, you can see that Robert Powell talks  
 22 to Steve Blake on 5 April. Were you the one to put  
 23 Robert Powell in touch with Artelia to do the price  
 24 check?  
 25 A. I think -- in touch with Rydon?

177

1 Q. Yes, I'm so sorry, with Rydon, yes.  
 2 A. That was the discussion, that I suggested, based on  
 3 their experience of having done very similar work at  
 4 Chalcots Estate, they would provide some insight into  
 5 the differences between the various prices.  
 6 Q. Were you aware that Rydon didn't have any relevant RBKC  
 7 framework agreement at that point?  
 8 A. Erm ... I didn't -- yeah -- yes, I was aware. Sorry,  
 9 I think that's the answer to --  
 10 Q. This of course is all happening in early April, some  
 11 weeks before you got the status report from Artelia,  
 12 isn't it?  
 13 A. Yes, I mean, this conversation wasn't about procurement  
 14 at this stage primarily, this was about trying to  
 15 understand whether the costs that Leadbitter were  
 16 offering were true, because -- so that was the -- that  
 17 was what we were trying to understand, the difference  
 18 between the Artelia estimate and the Leadbitter cost.  
 19 So I suggested Artelia speak to Rydon and get a sense  
 20 check of their estimates to see whether it's their  
 21 estimate's wrong or is it Leadbitter's costs that are  
 22 wrong.  
 23 Q. You say this conversation wasn't about procurement at  
 24 this stage, but if you look at the penultimate paragraph  
 25 of the Powell email of 5 April, he does refer to the

178

1 fact that "our client [that's the TMO] is looking to  
 2 utilise their existing frameworks to procure same",  
 3 so --  
 4 A. But we had no existing frameworks.  
 5 Q. But it was a conversation about procurement, wasn't it?  
 6 A. So I think part of the conversation on the previous  
 7 notes that you showed me was about: what are our options  
 8 here? Is it go with Leadbitter, and what are the  
 9 options? So we were exploring frameworks as well. So  
 10 the conversations in the networks -- the soft market  
 11 testing of the procurement, I suppose, is trying to  
 12 explore what frameworks were out there that might be  
 13 appropriate. So one of the frameworks that we did  
 14 approach was the LHC, which --  
 15 Q. Yes, we saw that in the status report itself, I think.  
 16 But all I'm putting to you is: this email was in the  
 17 context of a price check --  
 18 A. Yes.  
 19 Q. -- in the market in the context of a wider ambition of  
 20 the TMO to take this project back out to tender?  
 21 A. No, it was to price check to understand primarily  
 22 whether the -- what the difference was and to understand  
 23 the discrepancy between the Artelia costs and  
 24 Leadbitter's. It was trying to establish: was Artelia's  
 25 estimate correct or was it in fact Leadbitters are

179

1 offering the right price? So that was the primary  
 2 thing.  
 3 But a secondary option was to find out who in the  
 4 market is available with the right experience to do this  
 5 work, and what are the frameworks that might allow us to  
 6 access an appropriate contractor, subject to the  
 7 appropriate due diligence.  
 8 Q. Yes. Yes, thank you.  
 9 Can I just ask you: did you have continued  
 10 correspondence or discussions with Rydon after  
 11 April 2013 but before the tender process in November?  
 12 A. I don't recall, but --  
 13 Q. Did they ever come back with a check price?  
 14 A. This dialogue was all managed by Robert Powell, so  
 15 I don't recall what the outcome of this dialogue was.  
 16 Q. Did nobody come back to you telling you that Rydon had  
 17 produced a number?  
 18 A. I don't recall.  
 19 Q. All right.  
 20 Can I ask you to go, please, to {TM000879773/30},  
 21 please. This is an entry in your notebook for  
 22 16 July 2013. Do you see? It says on the left-hand  
 23 side, "OJEU - let Jeff know". Do you see that?  
 24 A. Yes.  
 25 Q. What was that about?

180

1 A. So that might have been the time when we were issuing  
 2 the OJEU notices, and that was to give a heads-up to  
 3 Jeff Henton to the fact that the OJEU notice was being  
 4 issued.  
 5 Q. Really? Did you give the heads-up to any other  
 6 potential contractor that you knew from your past?  
 7 A. Yeah, I'd have spoken to other contractors who we were  
 8 working with at that time, so for example -- so people  
 9 who were -- so generally people who we were working with  
 10 who you thought had the relevant experience we'd  
 11 encourage to -- we'd inform that that sort of work was  
 12 coming up, because obviously we don't want people to  
 13 miss opportunities and we want to try and broaden the  
 14 field as much as possible.  
 15 Q. Can you give us some names of potential contractors you  
 16 gave the heads-up to at that time?  
 17 A. Well, certainly I think at that time we were working  
 18 with Keepmoat at TMO, so I suspect that we would have  
 19 contacted Keepmoat, but they would have been in ... so,  
 20 you know, contractors that we were in close contact with  
 21 through existing contractor relationships.  
 22 Q. Are those the sorts of contacts that you would record as  
 23 you have recorded your discussion with Jeff here?  
 24 A. Not necessarily. I mean, sometimes -- probably the one  
 25 with Jeff is because I had no direct contact with him,

181

1 so I thought I would give a direct --  
 2 Q. It says "OJEU - let Jeff know". As far as I'm aware --  
 3 and I may be wrong about this -- your notebooks at this  
 4 time, and indeed any other time, don't indicate that you  
 5 had any other contact or intended to have any other  
 6 contact with any other contractor about the OJEU notice.  
 7 Would that be right, as a matter of your record?  
 8 A. I remember David Gibson dropping me an email asking if  
 9 we wanted to give a heads-up to anybody, and this is the  
 10 only one that I remember. But I suspect we will have  
 11 spoken to our existing contractors as well. David may  
 12 have done the same.  
 13 Q. Can we then turn to the events of February and  
 14 March 2014, the following year.  
 15 Now, just to give you a little chronology so that  
 16 I can firmly place you in the chronological context, do  
 17 you remember the tender exercise or the tender pack went  
 18 out at the end of November 2013?  
 19 A. Yes.  
 20 Q. And the bids came in on 14 February 2014.  
 21 A. Okay.  
 22 Q. The ITT scores were then finalised in late February;  
 23 yes?  
 24 A. Yes.  
 25 Q. And the interviews were on 7 March.

182

1 A. Yes, I think the tender was delayed a couple of weeks,  
 2 so that was --  
 3 Q. Indeed. Then there was a final tender report by Artelia  
 4 addressed to you on 12 March 2014. If you don't  
 5 remember, take it from me that that is the case.  
 6 A. Yeah.  
 7 Q. Then it was on 18 March 2014 that Artelia gave notice to  
 8 Rydon that it was the preferred bidder. Then there was  
 9 a standstill period of ten days thereafter. Yes?  
 10 A. Yes.  
 11 Q. Now, that's the skeleton chronology.  
 12 Let's start with earlier in March. As I understand  
 13 it, there was a meeting or a conference of the Chartered  
 14 Institute of Housing in Brighton on 4 to 6 March 2013.  
 15 Do you know that that happened? Do you know that?  
 16 A. Yes.  
 17 Q. Were you there?  
 18 A. Yes.  
 19 Q. Steve Blake said that, although you weren't on the list  
 20 of delegates, you were at some of the peripheral events;  
 21 is that right?  
 22 A. I think I was on the list of delegates.  
 23 Q. Oh, right. But you were there.  
 24 Did you speak to Steve Blake at the housing  
 25 conference?

183

1 A. Not that I remember specifically. I was at the  
 2 conference specifically that year to -- because we were  
 3 in the process of procuring a new framework for  
 4 consultants and contractors, so I remember spending  
 5 a lot of time in the stalls talking to potential  
 6 opportunities for contractors and consultants.  
 7 Q. Did you speak to anybody from Rydon?  
 8 A. I don't remember any specific conversations with  
 9 anybody, to be honest, but, you know, it's possible that  
 10 I'd had a conversation with somebody from Rydon.  
 11 Q. Let's go to {RYD00086648}, please. This is an email  
 12 from Stephen Blake to Tim Shutler and Jeff Henton on  
 13 6 March 2013. In the first paragraph he says:  
 14 "Tim,  
 15 "At the Housing conference we had meetings with  
 16 senior representatives from K+C and my opinion is that  
 17 in the event that we were the [successful] contractor  
 18 they would have no issue signing up to a form of  
 19 documentation as we suggest."  
 20 Do you see that?  
 21 Pausing there, was any of the "senior  
 22 representatives of K+C", you or members of your team?  
 23 A. Sorry, did I miss that question? Sorry.  
 24 Q. Yes. He says here "At the Housing conference we had  
 25 meetings with senior representatives from K+C". Was any

184

1 of them you or members of your team?  
 2 A. I don't recall.  
 3 Q. I appreciate that you are TMO and not RBKC, of course.  
 4 A. Yeah.  
 5 Q. But do you recall meeting Steve Blake or do you recall  
 6 any members of your team --  
 7 A. I don't recall any specific meetings, no.  
 8 Q. I think you said you don't recall meeting anybody  
 9 specifically from Rydon; is that right?  
 10 A. Not specifically, no, I don't have any --  
 11 Q. Sitting here today, Steve Blake is telling Tim Shutler,  
 12 on the last day of the conference itself, at lunchtime  
 13 that day, that they had had meetings with senior  
 14 representatives from K&C.  
 15 Sitting here today, have you any reason to think  
 16 that was wrong?  
 17 A. I've got no recollection, so I can't say whether it's  
 18 right or wrong.  
 19 Q. I see, you don't know.  
 20 It then goes on in the third line:  
 21 "We have been informally advised that we are in pole  
 22 position - ours to lose."  
 23 Did you know that this information had been given to  
 24 Rydon at this time?  
 25 A. I wasn't aware, no.

185

1 Q. Can you explain how Steve Blake got informally advised  
 2 that Rydon were in pole position and that the  
 3 Grenfell Tower project was theirs to lose?  
 4 A. No, I don't.  
 5 Q. Can you offer any explanation as to how Steve Blake  
 6 would have come by that knowledge other than from the  
 7 TMO?  
 8 A. I can't, no.  
 9 Q. Now, the interviews were on 7 March, as I've put to you,  
 10 so the conference finished the day before the interview.  
 11 If that's correct, if someone at the TMO had told Rydon  
 12 that they were first or in pole position before even the  
 13 interviews had occurred, would you consider that  
 14 improper?  
 15 A. I think it's very unwise because it could jeopardise the  
 16 whole procurement.  
 17 Q. Indeed.  
 18 Now, I asked Simon Cash about these events, and he  
 19 effectively gave the same evidence as you have just  
 20 given, that informal information to Rydon that they were  
 21 in pole position, "ours to lose", was irregular and  
 22 improper, and he agreed with that, and you agree,  
 23 I think, as well.  
 24 A. I think it's very unwise, yes.  
 25 Q. You say unwise; it would have been irregular and

186

1 improper.  
 2 A. I think it would be improper to give any commercial  
 3 advantage, and I'm not sure that that does that, but  
 4 I think it's very unwise and it would open it up to  
 5 challenge, definitely.  
 6 Q. I think you are telling us you can't explain how  
 7 Steve Blake was told informally that Rydon were in pole  
 8 position. I think you have said you can't explain that.  
 9 A. No.  
 10 Q. Now, Claire Williams produced a report internally at the  
 11 TMO on 10 March for you, didn't she, do you remember  
 12 that?  
 13 A. 10 March?  
 14 Q. Yes. Let's look at it. It's {TMO10040921}. It's  
 15 a report on TMO paper entitled, "Permission to let the  
 16 Grenfell Tower contract". Do you see that? If you look  
 17 at the last page {TMO10040921/2}, you can see that the  
 18 report author is Claire Williams and the date of the  
 19 report is 10 April 2014.  
 20 Do you think you saw this at the time? Does it look  
 21 familiar to you.  
 22 A. No, it doesn't look familiar to me.  
 23 Q. Really? I just wonder how that could be.  
 24 Let's look at the recommendation. It says under  
 25 item 4 on that page:

187

1 "Recommendation.  
 2 "It is recommended that the contract be let to Rydon  
 3 after the 'standstill' period which is 10 days from the  
 4 announcement of the selection in lines with OJEU  
 5 regulations so that any challenges can be addressed."  
 6 Do you not remember seeing her report to this  
 7 effect?  
 8 A. Can I see who the report's to?  
 9 Q. Yes, let's go to the first page {TMO10040921/1}.  
 10 I'm not sure it tells you the identity of the  
 11 reportee, but can you explain why you wouldn't have seen  
 12 it, given that you were her line manager up and one  
 13 more?  
 14 A. Is this a draft report or is it a report that's been  
 15 issued?  
 16 Q. Not as far as I know, to answer your question,  
 17 Mr Maddison. I put this to Claire Williams and she  
 18 accepted that it was her report.  
 19 A. Because my recollection was that -- because obviously on  
 20 completion of the evaluation, we needed to get a board  
 21 report, so we couldn't let any contract or give any --  
 22 until we'd been to board.  
 23 Q. Indeed, and under "Purpose of the Report", first bullet  
 24 point, it says:  
 25 "The purpose of this report is to get permission to

188



1 let the Grenfell tower contract.”  
 2 It would be surprising, wouldn't it, if you hadn't  
 3 seen this document?  
 4 A. Well, I don't think this document ever had any status.  
 5 Q. Never mind about that. It would be surprising, wouldn't  
 6 it, if you had never seen this document?  
 7 A. I don't know what the status of it is. It's not  
 8 a formal report. It's something that -- it looks to me  
 9 like something that's been drafted, but it -- the formal  
 10 approval goes through our board report, which went on  
 11 27 March. So we couldn't have let any contract of any  
 12 nature at this time. It doesn't make any sense.  
 13 Q. Well, I'm just very perplexed by that, because  
 14 Claire Williams has gone to a great deal of trouble to  
 15 set out the case for permission to let the  
 16 Grenfell Tower contract, as we can see, and has set out  
 17 the background.  
 18 Let's just go through it together to see if it  
 19 triggers a recollection. 2 sets out the background. 3  
 20 sets out the current status. If you go over the page  
 21 {TMO10040921/2}, 4 sets out the recommendation. There  
 22 it is: it is a report by Claire Williams, who was the  
 23 project manager on this project, which was making  
 24 a recommendation on the basis of a formal tender in  
 25 which you had been intimately involved.

189

1 A. No, I hadn't been involved intimately in it at all.  
 2 Q. Had you not?  
 3 A. No. I had -- so from the outset of the PQs, I had no  
 4 involvement in any stage of the evaluation until the  
 5 very last stage, which was the interviews. So --  
 6 Q. Yes.  
 7 A. -- 90 -- and the interviews themselves were 5% of the  
 8 100% evaluation. So this process was run entirely by  
 9 Artelia and by Jenny Jackson and Claire Williams and  
 10 David Gibson. I had no direct involvement in any way in  
 11 any part of this evaluation, other than I was present at  
 12 the final interview, which was actually more of  
 13 a presentation --  
 14 Q. Right.  
 15 A. -- for stakeholders, focus on stakeholders. But I did  
 16 get involved on completion of the evaluation on 7 March.  
 17 Q. Yes.  
 18 A. When the evaluation was complete, I did then take start  
 19 to take the project forward because we had to do some  
 20 quick work to get the board approval and needed some  
 21 legal advice to support that. So there was a sequence  
 22 of events, but I can't quite work out what this report  
 23 is and how that fits in with that timeline, because  
 24 the ... this was the Monday. I don't know the status of  
 25 this report.

190

1 Q. All right. Let's proceed for the moment on the basis  
 2 that you didn't see it at the time.  
 3 Now, we also know that Artelia produced its final  
 4 tender report on 12 March. Let's see if you saw that.  
 5 ART0000 --  
 6 SIR MARTIN MOORE-BICK: Before we leave this document, can  
 7 I just ask: who would normally report to the board with  
 8 a view to getting permission to let the contract?  
 9 A. That would be me. So this -- that's why this is so  
 10 unfamiliar to me, because I would write all of those  
 11 approval reports, and I wrote the approval report for  
 12 this one.  
 13 SIR MARTIN MOORE-BICK: All right.  
 14 A. So maybe this was something that Claire had drafted as  
 15 an initial -- to help me, something that I could drop  
 16 into my report as and when that was available. That's  
 17 possible.  
 18 SIR MARTIN MOORE-BICK: Thank you.  
 19 Yes, I'm sorry, Mr Millett.  
 20 MR MILLETT: Let's go to the final tender report from  
 21 Artelia, 12 March 2014, {ART00002197}. Looking at that  
 22 first page, did you see that document?  
 23 A. Yes.  
 24 Q. Just to take it quickly, we can see it's dated  
 25 12 March 2014, and if you go to the last page, page 25

191

1 {ART00002197/25}, paragraph 10.0, "Conclusion":  
 2 "Rydon have submitted the most competitive tender  
 3 price and the highest quality making it the most  
 4 economically advantageous tender. It is worth noting  
 5 that Rydon received the highest marks in all aspects of  
 6 the tender evaluation.  
 7 "It is therefore recommended that:  
 8 "Approval is given to commence the formal standstill  
 9 period in accordance with the EU Regulations and,  
 10 subject to the conclusion of this standstill period, the  
 11 contract is awarded to Rydon Limited and a Notice is  
 12 placed in the Official Journal of the European Union to  
 13 this effect."  
 14 So you knew at that stage, 12 April, at least, that  
 15 the formal conclusion of Artelia was that Rydon should  
 16 be awarded the contract?  
 17 A. Yes. We'd actually known that earlier because the  
 18 evaluation was complete on the 7th, and Artelia had  
 19 issued an interim report prior to those interviews,  
 20 so -- and a final evaluation was done -- was completed  
 21 in that meeting on the 7th.  
 22 Q. Right.  
 23 Now, let's step back two days to 10 March 2014. Can  
 24 we go to {RYD00003274}, please. This is an email  
 25 exchange on 10 March. If we scroll down to the bottom

192

1 of the email run, we can see that there is an email from  
 2 you to Jeff Henton, copied to Judella Ferreira, on  
 3 10 March 2014 at 16.57. Do you see that?  
 4 A. Mm.  
 5 Q. It says:  
 6 "Hi Jeff,  
 7 "Sacha's PA is Judella. I have copied her into this  
 8 message, so your PA can contact her to arrange a meet up  
 9 with Sacha and I."  
 10 Do you see that?  
 11 A. Yes.  
 12 Q. Above that we see an email from Jeff Henton giving some  
 13 context to Sandra Guest, who is, we were told, I think,  
 14 Jeff Henton's PA:  
 15 "Sandra  
 16 "Please could you arrange lunch or evening meal if  
 17 they would prefer, venue TBA, but Central London,  
 18 mid April.  
 19 "Jeff."  
 20 Do you see that?  
 21 A. Yes.  
 22 Q. Now, I asked Steve Blake when he came to give evidence  
 23 about the purpose of this meeting, and his answer at  
 24 {Day29/7:25} -- you don't have to have it up -- was that  
 25 it would be to recognise the award of the contract. Do

193

1 you agree?  
 2 A. It was a -- so there was a piece of correspondence prior  
 3 to this. So I had contacted Jeff Henton -- there's  
 4 a piece of context before that. So we had finished the  
 5 evaluation on 7 March, and we were -- we had a situation  
 6 where we were over the budget, so we'd --  
 7 Q. Yes.  
 8 A. When Artelia issued the -- sorry, I'm not going to  
 9 answer your question, so maybe you should re-ask the  
 10 question.  
 11 Q. We may get to that, because I think I know where you're  
 12 going, but let's take it step by step.  
 13 Pausing here, was it right that the meal or meeting  
 14 was to recognise the award of the contract, as  
 15 Steve Blake told the Inquiry?  
 16 A. It was to -- so it was -- so this contact was subject  
 17 to -- was following my contact earlier in the day with  
 18 Jeff Henton to make -- to agree a process whereby which  
 19 we could clarify whether we would be able to award that  
 20 contract. So there was a series of steps that took  
 21 place from that Monday, the 10th, and up until the board  
 22 report that was issued about a week later. So at this  
 23 meeting I had notified Jeff that they were in first  
 24 position, in terms of price and quality, and that,  
 25 subject to completion of the standstill period and of

194

1 board approval, would be recommended for award of the  
 2 contract.  
 3 Q. When was this meeting?  
 4 A. This wasn't a meeting.  
 5 Q. Well, you just said, "So at this meeting".  
 6 A. Sorry, I didn't meet him, no, I rang him.  
 7 Q. When did you ring Jeff Henton and tell him that they  
 8 were in first position?  
 9 A. I believe it was on this day, Monday, 10 March, and  
 10 that's what triggered him to make contact with Sacha.  
 11 Q. Right. The purpose of the "lunch or evening meal if  
 12 they would prefer", was what?  
 13 A. The purpose of that was to -- this was the first time  
 14 that Rydon and KCTMO had worked together. This was a --  
 15 this was the most important project that TMO had on its  
 16 books. Obviously Jeff Henton wanted to introduce  
 17 himself as a new client, having won a significant  
 18 project potentially at that time, and this was  
 19 an opportunity for senior -- the senior directors to  
 20 meet, establish principles and to establish  
 21 communication going forward, in terms of making sure  
 22 that this project was delivered to meet the aspirations  
 23 of the residents and of the TMO.  
 24 Q. It looks as if Jeff Henton wasn't content with the  
 25 meeting but wanted lunch or dinner.

195

1 A. Yes.  
 2 Q. Was that because there was an element of celebration  
 3 about the event?  
 4 A. He may have seen it like that. I mean, I think this was  
 5 really seen as an opportunity for the senior managers of  
 6 both organisations to meet with -- and to establish  
 7 a working relationship going forward.  
 8 Q. Did you have lunch or dinner with Rydon, as  
 9 Jeff Henton's email suggests?  
 10 A. I can't remember what -- I think there was a -- there  
 11 was a meal and I can't remember when it was exactly.  
 12 But it was after -- well, it suggests mid-April, so  
 13 I suggest it was --  
 14 Q. Mid-April?  
 15 A. Probably that time.  
 16 Q. At this time, mid-March, was there a lunch or evening  
 17 meal?  
 18 A. No.  
 19 Q. Right.  
 20 Let's go to {RYD00094368}, please. This is an email  
 21 also dated 10 March from Jeff Henton to Sandra Guest,  
 22 copied to Steve Blake, if you go just up a little bit on  
 23 the screen, where Jeff Henton says:  
 24 "Sorry, Peter, Sacha, Steve and me!"  
 25 Steve Blake is copied in on that. You are not to

196

1 know that at the time.  
 2 But then looking at the top email, this is also  
 3 10 March at 7.20 pm, from Jeff Henton to Steve Blake:  
 4 "Spoke to Peter about the award and they are keen to  
 5 get going.  
 6 "They need to do a fair amount of value engineering  
 7 which should be achievable.  
 8 "All in all feels like a result."  
 9 By Peter, was that you?  
 10 A. Yes.  
 11 Q. So you had had a conversation that day, I think you had  
 12 said earlier, about the award; yes?  
 13 A. Yes.  
 14 Q. Yes.  
 15 Then the next day, 11 March, we see {RYD00003279}.  
 16 Again, this is an internal Rydon email, and Jeff Henton  
 17 is sending a message to the Grenfell team:  
 18 "Hi Team  
 19 "I have spoken with Peter Maddison at Kensington &  
 20 Chelsea TMO Ltd, who informs me that our price for the  
 21 above is in first place, allied to which our  
 22 presentation and documentation is also in first place.  
 23 Therefore, subject to a small amount of value  
 24 engineering, Peter should be in a position to recommend  
 25 our appointment on this scheme to his Board early

197

1 next week."  
 2 Had you indicated in the conversation the previous  
 3 day, or on this day, the 11th, to Rydon that Rydon was  
 4 going to get the contract, subject to what you called  
 5 a small amount of value engineering?  
 6 A. Subject to a small amount of value engineering, no.  
 7 Subject to the completion of the standstill period and  
 8 board approval. But what we'd also wanted to do was to  
 9 establish some value engineer -- some principles that  
 10 could be then reported to the board, because at this  
 11 time the scheme was over the approved budget, and there  
 12 were a number of items within the tender that were --  
 13 there were a number of items within the tender that  
 14 needed clarification, one of them being the -- so within  
 15 the tender there were an alternative -- there were two  
 16 alternative cladding materials, the windows needed  
 17 planning permission sign-off as well, and there was some  
 18 public realm works that actually formed part of the KALC  
 19 project which was priced in the tender as an option.  
 20 So in terms of trying to move the contract forward,  
 21 we needed to -- and to firm up a contract price, we  
 22 needed to clarify what materials were going to be used  
 23 on the building so that we could then clarify the price  
 24 within the board approval. But we couldn't do that at  
 25 this stage. There was more work that was required to

198

1 progress that board approval.  
 2 So this was reflected in -- so that was the  
 3 reason -- so as we were over the budget, our options  
 4 were to either -- we couldn't negotiate with all three  
 5 contractors, that was clear, we'd got advice from  
 6 Trowers that that wasn't possible, and so our options  
 7 were to either re-procure or to work within the -- to  
 8 award the existing contract, the contract that was in  
 9 first place. But in order to do that, we needed to  
 10 clarify these points, so we could understand the value  
 11 of the works and then make a decision to either increase  
 12 the budget or to re-procure.  
 13 So that was why this process started ahead of the  
 14 standstill period, because we needed to establish that  
 15 principle, so that could then be reported into our  
 16 board, and so that -- so that was what this dialogue was  
 17 about. That was why there was the urgency about making  
 18 it, because the deadline for the board report was about  
 19 seven days after this.  
 20 Q. Have you finished your answer?  
 21 A. I think so.  
 22 Q. Mr Maddison, that was a very long speech, encompassing  
 23 a number of wide-ranging and different ideas over  
 24 a number of different days.  
 25 Have you been thinking about what you have just told

199

1 me for some time before you just said it?  
 2 A. I have given some thought to this, absolutely.  
 3 Q. I'm sure you have.  
 4 I would like now, if we can, please, instead of you  
 5 giving me a long speech, with respect, to answer the  
 6 questions step by step.  
 7 What I asked to you, and I put to you, if I can  
 8 recall it, was: had you indicated in that conversation,  
 9 either on 10 or 11 March, to Rydon that they were going  
 10 to get the contract, subject to what you called a small  
 11 amount of value engineering?  
 12 Let's break it down even further.  
 13 Did you tell Rydon that they were going to get the  
 14 contract?  
 15 A. No.  
 16 Q. Did you tell Rydon that their price was in first place,  
 17 allied to which their presentation and documentation is  
 18 also in first place?  
 19 A. Yes.  
 20 Q. Do you agree that telling Rydon those things was  
 21 irregular?  
 22 A. No.  
 23 Q. Do you agree that it was unwise?  
 24 A. Erm ... I think any dialogue with -- any dialogue at  
 25 this stage was -- did bring about a risk of challenge,

200

1 that's why we took some initial legal advice around this  
 2 approach, because it was a very difficult position we  
 3 were in. We either had to re-procure the whole tender,  
 4 we were in a situation where we'd only had five  
 5 tenderers who had gone down to three, we'd only actually  
 6 got three tenders, so we were clear there wasn't a very  
 7 strong market there, so the idea of re-procuring wasn't  
 8 an attractive one at that stage. We didn't have the  
 9 option for negotiating with the three tenderers who had  
 10 submitted tenders. The only option open to us, other  
 11 than to re-tender, was to work with the existing  
 12 contractor. That did carry with it some potential risk  
 13 of challenge, and we took legal advice on that.

14 Q. Mr Maddison, I understand that you want to defend the  
 15 TMO's position on this, but what I'm seeking to get at  
 16 is the facts and your understanding of them at the time.  
 17 Do you understand?

18 A. Yes.

19 Q. Did you think at the time that by telling Rydon that  
 20 their price was in first place and their presentation  
 21 and documentation was in first place was improper, in  
 22 the sense that it wasn't compliant with the rules on  
 23 public procurement for public works?

24 A. I wouldn't call it improper. I would say that it did  
 25 factor in some potential risks of challenge within the

201

1 EU procurement rules. However, we took legal advice on  
 2 that. The advice was not that it was illegal or  
 3 improper; it advised us that there were particular  
 4 risks, and those are commercial risks that we might want  
 5 to consider in order -- in the situation that we found  
 6 ourselves in.

7 Q. Thank you. I think that answers my question.

8 You didn't go about making sure that the other  
 9 bidders had the same opportunity to get involved in  
 10 satisfying the same conditions that you were asking  
 11 Rydon to satisfy in order to win the contract?

12 A. It was clear in the advice that we got that that wasn't  
 13 possible to do within the procurement rules.

14 Q. Let's move forward in time and then we will come back to  
 15 the legal advice, probably on Monday now.

16 {TMO00850707}. This is an email chain between you,  
 17 David Gibson, Claire Williams and some others. If we go  
 18 to the bottom of the page, this is an email of 12 March,  
 19 do you see? Wednesday, 12 March. This is from you to  
 20 David Burns, and in fact it was supposed to be,  
 21 I think -- that was the wrong David, it was supposed to  
 22 be David Gibson, as you say in the message above that:

23 "I spoke to Steve Blake from Rydon today.

24 "He was comfortable with closing the approx £270k  
 25 gap in the budget.

202

1 "He will give us an estimate of the cost of  
 2 pre-construction work. Can you draft a scope of  
 3 activities and timescales for him to cost? If we can  
 4 get him something by Thurs, he will give a figure by the  
 5 end of the week. I will factor this into the Board  
 6 Approval.

7 "I think it would be worth Claire meeting somebody  
 8 from Rydon to confirm that we have a shared  
 9 understanding of the site boundaries and the interface  
 10 with the Leadbitter site. Can you see if we can do this  
 11 before next Weds?"

12 Now, did you speak to Steve Blake on March 12?

13 A. Yes.

14 Q. Did you have a conversation with Steve Blake on March 12  
 15 about a gap in the budget?

16 A. Erm ... what we were looking to establish was that  
 17 Rydons would -- so there was a degree of clarification  
 18 needed around the materials used in the tender, but we  
 19 also needed to establish that Rydon were prepared to  
 20 work with us on value engineering post-contract and they  
 21 needed to understand the sort of scale of value  
 22 engineering that we were thinking of, and so that was  
 23 the purpose of this, to establish the principles that we  
 24 were looking to achieve here, which actually are  
 25 reflected in the board report, which was about

203

1 establishing the materials through the planning  
 2 permissions, and through establishing the public realm  
 3 work, because with that would have additional budget as  
 4 well, so that would have clarified some of those issues.

5 So there were a number of issues that needed to be  
 6 clarified, part of which was going to be the value  
 7 engineering of a gap of about £270,000, it was estimated  
 8 at that time, and that was the principle we were looking  
 9 to establish with Rydons at this time.

10 Q. Mr Maddison, did you have a conversation with Mr Blake  
 11 about a gap in the budget on 12 March 2014?

12 A. Yes, in order to establish that they would work with us  
 13 post-tender to value engineer that gap.

14 Q. Can I ask you to look at your 2014 diary, which is  
 15 {TMO00879770/28}. We can see an entry for 12 March at  
 16 page 28. If you look at that, you can see that on  
 17 page 28, on the left-hand side of the page, we see the  
 18 entry for Wednesday, 12 March 2014, "Ring Steve Blake".  
 19 I think you are telling us you did.

20 A. Yes.

21 Q. Then we see an entry for 13 March, "Write to Steve Blake  
 22 re: pre-contract proposal", I think that says.

23 First of all, am I right that that is what it says?

24 A. Yes.

25 Q. Did you write to Stephen Blake about a pre-contract

204

1 proposal?

2 A. I can't specifically whether I did. If I did, it would

3 have been by email. And the pre-contract proposal is

4 what is contained within the board approval that was

5 reported to the board that following week.

6 Q. Can we go next to {RYD00003295}, just taking this step

7 by step. This is an email from Steve Blake internally

8 at Rydon, do you see, 12 March, at 3 o'clock in the

9 afternoon? Do you see that?

10 A. Yeah.

11 Q. It says:

12 "We are going to be asked by K+C to find some

13 further value engineering savings in addition to those

14 identified in our tender.

15 "Let's wait until this approach is made before going

16 to the supply chain.

17 "In terms of value [allocation] we took care to make

18 provision against a specification that was exactly

19 compliant.

20 "Peter M is going to forward some ideas tomorrow."

21 Now, is that the same conversation, 12 March, to

22 which you refer in your email to David Gibson that we

23 saw a moment ago, the one that was mis-sent to

24 David Burns?

25 A. Could I see that one again, please?

205

1 Q. Yes, it's {TMO00850707}. It's timed at 5.27 pm,

2 12 March.

3 "Dear All

4 "I spoke to Steve Blake from Rydon today."

5 Do you see that?

6 A. Yes, he said, "he will give a figure by the end of the

7 week".

8 Q. Is that the same conversation?

9 A. It sounds like it, yes.

10 Q. Right.

11 Then going back to the email we were just on,

12 {RYD00003295}, it says in the final paragraph, if you

13 just go back to that:

14 "Peter M is going to forward some ideas tomorrow."

15 Did you offer to forward some ideas to him the next

16 day, namely 13 March?

17 A. I don't recall, but I think it's possible, or

18 David Gibson may have done so.

19 Q. It's consistent with your diary that you or perhaps he

20 was going to write.

21 A. Yeah.

22 Q. Let's go then to 13 March, {RYD00003302}, please. This

23 is a chain of emails on 13 March, which is the

24 "tomorrow" referred to in the 12 March email.

25 Let's I think go to page 2 of what's on the screen,

206

1 so we can have the bottom of page 1 and page 2 together.

2 I think we need the bottom of page 1 to start with, just

3 to pick up the email. We can see David Gibson writes to

4 Steve Blake on 13 March at 13.14 that day, copied to you

5 and Claire Williams. It says {RYD00003302/2}:

6 "Steve,

7 "Peter Maddison the TMO has given me your contact

8 details. I understand you are currently in a meeting.

9 "I have attached a simple spreadsheet indicating the

10 areas we would like you to look at in relation to

11 possible savings.

12 "Our target is circa £800k, which included the

13 cladding savings already priced and any grant income to

14 the scheme.

15 "Could you come back to us early Monday with some

16 indicative timescales and confirmation as to where you

17 consider there are opportunities for savings (with

18 figures where possible?)"

19 Then I don't need the next paragraph. The next

20 paragraph on says:

21 "Can you also confirm if you can make a meeting on

22 Monday afternoon with Peter, myself, and Claire Williams

23 the project manager for the scheme at our offices. It

24 might be useful if you can bring your estimator also."

25 That's signed off by David Gibson.

207

1 Mr Gibson indicates there that you have instructed

2 him to send Rydon some suggestions for value

3 engineering. Is that right?

4 A. Yes, the professional team had pulled together some

5 proposals during the tender process because they knew --

6 we knew that the pre-tender estimate was greater than

7 the budget, so the professional team had pulled together

8 some options, and I think that was the schedule that

9 David sent across, and that included some of the

10 elements that were included in the pricing schedule

11 within the tender, and then there was around about

12 £270,000 in addition to that that we were looking to

13 value engineer post-tender, and at this stage we were

14 looking to establish that principle, that Rydon would be

15 comfortable with that, so that we could enter into

16 a pre-contract agreement to try and develop that.

17 Q. You said that before, I think. But I think the answer

18 to my question is yes; is that right? You instructed

19 Mr Gibson to send this email?

20 A. Yes.

21 Q. Can we go to the attachment, please, which is

22 {RYD00003301}. Do you recognise this document? This is

23 the spreadsheet that was attached to the email we've

24 just seen. Do you recognise this document?

25 A. No.

208

1 Q. You don't? You can't help me with who compiled it  
 2 or ...?  
 3 A. No, I don't think I've ever seen this.  
 4 Q. You have never seen it before? Let's see if it jogs  
 5 a recollection.  
 6 Its title is "Grenfell". It says:  
 7 "The works budget is £8,415,000. The cost savings  
 8 to be made need to be in the region of £800k.  
 9 "The list below is not exhaustive ..."  
 10 Is this something you had not seen before?  
 11 A. No, I've seen something similar to it before, but  
 12 I think what it's doing is scheduling out some of the --  
 13 it looks to me as if it's scheduled out some of the  
 14 potential areas of saving that have been identified by  
 15 the professional team, but also identifying some of the  
 16 alternative materials that were identified within the  
 17 tender.  
 18 Q. I'm just puzzled because you say you have never seen it  
 19 before, but you were copied in on the email David Gibson  
 20 sent to Steve Blake and also copied to Claire Williams.  
 21 Did you not open the attachment to see what it was that  
 22 David Gibson had sent Steve Blake?  
 23 A. I don't think -- I don't think I -- I may not have done,  
 24 I may have done, it doesn't ring any bells, but I think  
 25 at this stage we were really looking to establish

209

1 principles rather than details anyway.  
 2 Q. Well, you say that. This is a detailed list of items  
 3 that could be the subject of value engineering, as you  
 4 would call it, leading to a total reduction in the then  
 5 quoted Rydon price for Grenfell of £800,000. That's  
 6 quite detailed, isn't it? It's not just about  
 7 an approach.  
 8 A. The majority of this had already been priced within the  
 9 Rydons contract, so the material costs, for example, and  
 10 the public realm works had already been priced, so there  
 11 was a -- so the actual value engineering element was  
 12 about £270,000, but it was just to give clarity about  
 13 what those issues were and what sort of scale of value  
 14 engineering would be required post-tender, and to  
 15 establish whether Rydons were prepared to work with us  
 16 on that, or if they weren't, then our options were to go  
 17 back out to tender.  
 18 Q. Do you know where Mr Gibson got the figure of £800,000  
 19 from?  
 20 A. I'm assuming it's the gap between the tender and the  
 21 budget.  
 22 Q. Yes. Did you tell Mr Gibson or suggest to Mr Gibson  
 23 that he would ask Rydon to reduce their tender price  
 24 from £9.2 million to £8.4 million?  
 25 A. No. The process we were going to go through here was to

210

1 get an agreement through a pre-contract agreement with  
 2 Rydons to establish the planning permission, so we could  
 3 understand the costs of the windows and the cladding,  
 4 because they were subject to planning approval, and the  
 5 costs of that were variable. And at that stage, once  
 6 we'd established that, then the choice is we either  
 7 enter into a contract at the value of the materials that  
 8 had been approved, or we look at an alternative  
 9 procurement route. So we need to establish those facts  
 10 before we could enter into contract. And in reality,  
 11 down the line we did increase the budget once we'd  
 12 established some of these costs.  
 13 Q. Were you not interested to know what the contents of the  
 14 simple spreadsheet that David Gibson was sending  
 15 Rydon --  
 16 A. I think I was aware in principle of the sort of areas  
 17 that had been considered by the professional team.  
 18 I think that had been done through the tender process --  
 19 through -- between the period of the pre-contract ...  
 20 pre-tender estimate being issued by Artelia and  
 21 identifying that that was significantly higher than the  
 22 anticipated budget.  
 23 Q. Are you telling us you didn't open the attachment and  
 24 look at the spreadsheet yourself?  
 25 A. I don't recall specifically looking at this in detail,

211

1 but at this stage, this was about establishing  
 2 principles. It wasn't about the detailed process.  
 3 Q. Yes, and if you look at the bottom of the text in the  
 4 box, it says:  
 5 "Rydon to confirm if possible by Monday 17th March  
 6 agreement in principle to above."  
 7 Can we take it that, whether or not you opened the  
 8 attachment and saw these details, you knew that was  
 9 a set, a list, of items in respect of which you wanted  
 10 Rydon to come back in order to take you to a reduction  
 11 of £800,000?  
 12 A. Yes. We were looking to -- but it was about  
 13 a principle, part of which was already priced within the  
 14 tender, but there was about £270,000 worth of works that  
 15 weren't within that and we wanted to establish the  
 16 principle that Rydons would work with us on that basis.  
 17 MR MILLETT: Mr Chairman, I have about five more minutes on  
 18 this document and this topic before being able to reach  
 19 a natural break.  
 20 SIR MARTIN MOORE-BICK: All right.  
 21 Would you be content to go on for another  
 22 five minutes?  
 23 THE WITNESS: I think so.  
 24 SIR MARTIN MOORE-BICK: Thank you.  
 25 Yes, on you go, Mr Millett.

212

1 MR MILLETT: If you scroll up to Steve Blake's response in  
 2 the email -- we can come off that document and go back,  
 3 if we can, to the email itself, {RYD00003302}.  
 4 Thank you.  
 5 If we can scroll up to Steve Blake's response on  
 6 13 March on page 1 of this, we can see that he comes  
 7 back to David Gibson and copies Claire Williams and you,  
 8 Mr Maddison, and says:  
 9 "Hi David,  
 10 "Understand what's required and see no reason why  
 11 this can't be achieved.  
 12 "Your spreadsheet says a Tuesday pm meet rather than  
 13 Monday pm as email which would work perfectly.  
 14 "As requested we will respond early Monday regarding  
 15 opportunities for savings and timescales.  
 16 "Look forward to meeting you."  
 17 Did you understand from that, when you received it,  
 18 that Stephen Blake would be amenable or was amenable to  
 19 entry into discussions about savings before even being  
 20 formally notified that they were the winner of the  
 21 tender?  
 22 A. I mean, at the bottom of the spreadsheet it was clear we  
 23 were looking for agreement in principle at that stage,  
 24 and this was about establishing the principles that  
 25 could then be reported on to board in terms of the

213

1 pre-contract agreement. That's really what we were  
 2 focusing on. That's why this is myself and David and  
 3 Claire working on this and not Artelia, because this was  
 4 about establishing these principles to agree the  
 5 pre-contract works, because this was about getting the  
 6 project moving through the board approval.  
 7 Q. Do you agree that the discussions that you were having  
 8 through the spreadsheet that I've now shown you on  
 9 12 and 13 March were really very specific? They were  
 10 about value engineering targets and specific figures or  
 11 at least specific items which would lead to a specific  
 12 figure by way of reduction.  
 13 A. I think they were to give an illustrative sort of idea  
 14 of what we were thinking or what our professional team  
 15 had thought of to date, but it was about establishing  
 16 the principle of what we would do post-award.  
 17 Q. Well, it was more than that, wasn't it? Because if you  
 18 look at the spreadsheet, it's more than just, "Can you  
 19 come down to our budget, please, let's talk about that"  
 20 or "Would you be amenable to coming down to our budget",  
 21 there was a list of specific items which were potential  
 22 candidates for price reductions, including the cladding.  
 23 A. So the purpose of that -- I mean, the professional team  
 24 had put that together as their ideas of the areas where  
 25 we may be able to reduce those costs, and really the

214

1 idea of having this early conversation with Rydons was  
 2 to give them the opportunity to say, "Well, actually  
 3 that's not feasible" or, as they said, "Actually, we  
 4 think we can work with this". If they had said it's not  
 5 feasible then our only option left is to go back out to  
 6 tender.  
 7 Q. Really what I'm trying to get you to accept at this  
 8 stage, Mr Maddison -- and we will come to further detail  
 9 shortly, or on Monday -- is that this was not just  
 10 a vague discussion about an approach in general, but  
 11 actually a proposed detailed discussion about detailed  
 12 items leading to around about a pretty precise figure of  
 13 £800,000.  
 14 A. As I described it, it was the -- it was as much detail  
 15 as the professional team had been able to pull together.  
 16 It was the ideas that we thought that -- the  
 17 professional team thought could be delivered, and it was  
 18 about establishing the principle that -- of whether or  
 19 not Rydons thought that that was feasible and that they  
 20 could work with that. If they said, "No, we can't --  
 21 you know, the margin's too tight", then our option is to  
 22 go out to tender. They were the only two options  
 23 available to us at that stage through this procurement.  
 24 MR MILLETT: Mr Chairman, that's a natural enough break,  
 25 I think.

215

1 SIR MARTIN MOORE-BICK: Well, I think it would be a good  
 2 time to stop then, wouldn't it?  
 3 MR MILLETT: Yes.  
 4 SIR MARTIN MOORE-BICK: Yes. Thank you.  
 5 Well, Mr Maddison, it's been a slightly longer day  
 6 than we normally have, but we are going to stop at that  
 7 point.  
 8 I am going to have to ask you to come back on Monday  
 9 to deal with some more questions, if you would, and in  
 10 the meantime, please remember not to talk to anyone  
 11 about your evidence or anything to do with it, apart  
 12 from the exception that I mentioned to you yesterday,  
 13 and while you are away from the hearing room. All  
 14 right?  
 15 THE WITNESS: Okay, thank you.  
 16 SIR MARTIN MOORE-BICK: Thank you very much, and we will see  
 17 you again at 10 o'clock on Monday, please. Thank you.  
 18 (Pause)  
 19 Good, thank you very much. 10 o'clock on Monday,  
 20 then, please. Thank you.  
 21 (4.40 pm)  
 22 (The hearing adjourned until 10 am  
 23 on Monday, 26 October 2020)  
 24  
 25

216

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

217

218



<b>A</b>						
<b>ability (5)</b> 38:6 45:25 70:15 89:15 112:13	45:23 67:24 74:13 76:12 78:23 81:22 96:16 97:6 106:8 107:5 108:7 109:11 111:4 119:22 122:23 139:21 144:24 146:17 153:2,10 157:19,23 159:23 161:14 162:10 171:21 190:12 192:17 198:18 201:5 203:24 215:2,3,11	<b>adviser (31)</b> 1:23 2:9,17,24 3:2,14 4:5,10 5:12,16 6:11,14,20 8:4,8,9,14,20 9:4,13,19 10:5 11:6,15,21,24 12:21 14:1,17 15:2 16:11 <b>advising (2)</b> 13:22 24:24 <b>advisor (2)</b> 4:16,22 <b>afford (2)</b> 76:25 81:23 <b>affordability (2)</b> 65:12 77:2 <b>affordable (2)</b> 68:14 76:21 <b>afraid (3)</b> 59:6 73:15 103:19 <b>after (12)</b> 5:18 15:4 23:12 37:15 81:15,17 85:2 169:11 180:10 188:3 196:12 199:19 <b>afternoon (2)</b> 205:9 207:22 <b>afterwards (2)</b> 23:25 169:15 <b>again (16)</b> 6:18 25:15 53:4 73:15 78:3 79:16 92:10 102:21 113:25 126:6 152:12 158:21 174:13 197:16 205:25 216:17 <b>against (11)</b> 69:10 82:14 114:21 124:25 127:10,15 128:6,9 145:1 172:18 205:18 <b>agenda (1)</b> 49:16 <b>agent (5)</b> 7:8,13 8:16 12:1 15:22 <b>agents (2)</b> 15:16 109:18 <b>ageros (3)</b> 129:24 130:2,14 <b>ago (7)</b> 33:24 36:2 77:23 81:10 117:3 152:19 205:23 <b>agree (31)</b> 11:17,18,19 21:6 24:22 26:23 27:4 59:10,12 77:10 86:8 94:21 97:19 102:22 105:24,25 138:1,25 140:5 142:5,8 143:7 150:21 172:19 186:22 194:1,18 200:20,23 214:4,7 <b>agreed (22)</b> 25:22 26:19 50:25 88:22 100:9 101:18,20 111:10 115:9 127:17 128:14 129:18 139:9 140:6,15 141:10 142:3 148:16 154:20 158:18 168:14 186:22 <b>agreeing (3)</b> 27:9 34:9 53:12 <b>agreement (15)</b> 55:13 93:13,17 106:13,13 126:19 127:19 140:15 178:7 208:16 211:1,1 212:6 213:23 214:1 <b>ah (1)</b> 72:6 <b>ahead (2)</b> 129:3 199:13 <b>aide (1)</b> 54:9 <b>aiming (1)</b> 139:2 <b>align (4)</b> 65:3 67:16	69:16 135:16 <b>aligned (1)</b> 76:20 <b>aligning (1)</b> 90:15 <b>alignment (2)</b> 72:24 76:6 <b>allied (2)</b> 197:21 200:17 <b>allocation (1)</b> 205:17 <b>allow (3)</b> 89:4 130:15 180:5 <b>allowed (4)</b> 36:24 37:9 111:8 135:4 <b>allows (1)</b> 126:2 <b>alluding (1)</b> 111:5 <b>almo (1)</b> 165:3 <b>along (1)</b> 110:5 <b>alongside (2)</b> 38:7 170:13 <b>already (21)</b> 12:1 42:21 43:18 47:6,12 53:17 65:22 67:19 69:1 78:6 89:16,17 107:10 118:1,13 145:14 168:7 207:13 210:8,10 212:13 <b>also (47)</b> 4:3 12:12,13 13:24 18:8 21:12,14 29:5 32:2 33:2 34:6 35:11 37:22 38:1,20 41:5 46:22 53:2 65:18 75:1 80:2 81:11 87:4 90:3 98:20 102:3,3 103:4 119:5,24 125:22 134:13 170:13 171:20 174:8 175:14 191:3 196:21 197:2,22 198:8 200:18 203:19 207:21,24 209:15,20 <b>altered (1)</b> 151:16 <b>alternative (11)</b> 23:6 53:5 61:8 62:3 69:3 70:2 153:9 198:15,16 209:16 211:8 <b>although (10)</b> 10:2 35:7 72:16 75:3 146:24 148:19 157:19 162:15 163:15 183:19 <b>always (11)</b> 82:12 97:1 106:23,24 107:2 109:17 110:15,17,18 166:1 171:14 <b>ambiguous (2)</b> 21:16 110:22 <b>ambit (2)</b> 26:14,14 <b>ambition (1)</b> 179:19 <b>ambitious (3)</b> 28:7,24 29:19 <b>amenable (3)</b> 213:18,18 214:20 <b>amend (1)</b> 139:8 <b>amendment (1)</b> 136:3 <b>among (1)</b> 125:14 <b>amount (8)</b> 43:12 78:24 110:10 197:6,23 198:5,6 200:11 <b>analysis (1)</b> 40:4 <b>anderson (9)</b> 21:6,23 22:6 25:3 26:4 39:17 40:8 45:4 52:13 <b>andersons (3)</b> 20:10 25:17 26:15 <b>andy (1)</b> 171:6 <b>angle (1)</b> 96:15 <b>announcement (1)</b>	188:4 <b>annual (3)</b> 164:4,6 166:14 <b>another (4)</b> 16:23 18:7 47:1 212:21 <b>answer (41)</b> 9:17 12:16 20:15,21,23 24:3 30:5 36:1 39:14 52:5 68:20 73:14,25 74:7 80:20 83:1,2,2 93:25 104:21 105:2,15,18,22 122:19 133:4 138:8 139:20 142:5,9,24 161:9 173:3 176:7 178:9 188:16 193:23 194:9 199:20 200:5 208:17 <b>answering (1)</b> 67:8 <b>answers (1)</b> 202:7 <b>anthony (1)</b> 48:4 <b>anticipated (2)</b> 134:7 211:22 <b>anybody (8)</b> 9:6 14:1 56:9 139:16 182:9 184:7,9 185:8 <b>anyone (6)</b> 45:9 57:15 123:4 143:4 177:7 216:10 <b>anything (13)</b> 57:16 74:1 82:20 97:18 100:6 106:22 113:25 119:11 123:4 132:16 136:25 137:13 216:11 <b>anyway (2)</b> 73:9 210:1 <b>anywhere (1)</b> 76:10 <b>apart (3)</b> 98:3 151:7 216:11 <b>apologies (1)</b> 134:6 <b>apologise (1)</b> 78:15 <b>apologising (1)</b> 125:17 <b>appear (1)</b> 105:16 <b>appears (3)</b> 105:15,16 139:25 <b>appetite (1)</b> 45:24 <b>appleyard (3)</b> 28:14 111:18 112:1 <b>appleyards (49)</b> 22:17 59:1 60:10 61:4,16,25 62:13 63:7,25 65:22 66:9 67:2,14,16,17,21 68:3,5 70:7,16 71:3 73:19 77:4,6 78:6,12,19 85:1,5,10,13,25 87:10 90:1 112:18 114:4 116:2,22 117:13 128:24 132:7 141:4 147:3,21 148:8 151:14 152:20 167:12 169:4 <b>applied (2)</b> 82:25 135:13 <b>apply (8)</b> 4:23 6:4 9:20,22 10:1 40:18 67:24 83:7 <b>appoint (12)</b> 2:9,23 3:14,23 8:3,7,19 11:6,15 39:18 82:18 121:5 <b>appointed (8)</b> 2:18 3:22 5:21,23 43:9 47:3,18 163:11 <b>appointment (8)</b> 4:21 8:10 9:19 10:5 44:15 45:5 172:22 197:25	<b>appointments (7)</b> 6:16 11:25 22:3 45:12 93:11,23 94:10 <b>appreciate (3)</b> 22:11 128:19 185:3 <b>appreciating (1)</b> 31:23 <b>approach (15)</b> 24:16 25:22 26:18 27:2 40:7 74:14 81:1 120:19 121:18,23 179:14 201:2 205:15 210:7 215:10 <b>appropriate (11)</b> 12:14 37:2 95:23 96:12 108:19 143:22 145:18 146:11 179:13 180:6,7 <b>appropriately (1)</b> 88:13 <b>appropriateness (1)</b> 138:5 <b>approval (17)</b> 7:20,21 21:17 143:20 189:10 190:20 191:11,11 192:8 195:1 198:8,24 199:1 203:6 205:4 211:4 214:6 <b>approved (3)</b> 63:22 198:11 211:8 <b>approx (1)</b> 202:24 <b>approximately (1)</b> 85:14 <b>april (43)</b> 59:24 64:21 66:14,19,19 77:12 80:21 85:2 86:2 88:8 102:18,20,23 103:8 116:3 127:7,21 128:21,21 132:21,21 133:9,17 134:25 144:7,18 145:8 149:18 155:18 170:22 171:10 172:10 173:24 174:15 175:25 176:6 177:22 178:10,25 180:11 187:19 192:14 193:18 <b>aprilmay (1)</b> 151:5 <b>architect (5)</b> 4:9 28:13,14 47:9,20 <b>architects (3)</b> 53:5 88:25 89:12 <b>architectural (1)</b> 9:14 <b>area (7)</b> 18:11,11 19:20 29:8 39:1 101:1,3 <b>areas (7)</b> 10:25 108:17 131:24 207:10 209:14 211:16 214:24 <b>arent (5)</b> 22:5 43:16 54:8 160:10 172:2 <b>arm (1)</b> 148:9 <b>arms (3)</b> 147:4,14,21 <b>around (28)</b> 5:15 13:8 22:19 31:4,6 34:11 35:21,22 41:24 46:2 53:13 72:3,19,20 74:22,25 88:1 103:5 111:3 115:8 131:13 140:7 154:7 156:8 201:1 203:18 208:11 215:12 <b>arrange (3)</b> 94:14 193:8,16 <b>arrangements (1)</b> 93:17 <b>arrival (1)</b> 173:20 <b>arrive (1)</b> 27:5 <b>arrived (4)</b> 27:8,15 38:18 81:1	<b>arrow (1)</b> 28:9 <b>art0000 (1)</b> 191:5 <b>art00000637 (1)</b> 22:9 <b>art00001206 (2)</b> 114:14 124:18 <b>art00001241 (1)</b> 133:24 <b>art00002197 (1)</b> 191:21 <b>art0000219725 (1)</b> 192:1 <b>art00002614 (1)</b> 1:24 <b>art000026142 (1)</b> 2:7 <b>art000026143 (1)</b> 2:12 <b>art00002701 (1)</b> 4:14 <b>art00002752 (1)</b> 10:11 <b>art000027522 (1)</b> 11:3 <b>art00006181 (1)</b> 132:19 <b>art0000618127 (1)</b> 133:7 <b>art000061814 (1)</b> 133:15 <b>art000061815 (1)</b> 134:23 <b>art00006418 (1)</b> 126:24 <b>art00008603 (2)</b> 156:10 157:17 <b>art00008858 (3)</b> 98:9 104:7 107:9 <b>art00009020 (1)</b> 125:10 <b>art00009101 (1)</b> 59:23 <b>art0000910110 (2)</b> 65:20 78:2 <b>art0000910111 (1)</b> 65:25 <b>art0000910113 (1)</b> 66:1 <b>art0000910114 (2)</b> 66:4 78:9 <b>art0000910115 (3)</b> 66:24 76:14 78:16 <b>art0000910116 (1)</b> 67:7 <b>art0000910117 (1)</b> 68:15 <b>art0000910118 (2)</b> 60:7 68:16 <b>art0000910119 (2)</b> 70:25 71:24 <b>art0000910124 (1)</b> 71:7 <b>art0000910125 (1)</b> 71:12 <b>art000091015 (2)</b> 62:21 134:22 <b>art000091016 (1)</b> 63:24 <b>art000091018 (2)</b> 64:20 77:22 <b>art000091019 (1)</b> 65:8 <b>art00009106 (3)</b> 129:23 132:1 152:12 <b>art000091062 (1)</b> 152:14 <b>artelia (118)</b> 3:17 4:4,9,16 5:20 6:6 7:8,13,25 8:15 11:24 14:1,7,8,10 15:5,10,15 16:6,7,18 37:21 57:3 71:25 72:12,18 73:19 74:5 78:23 92:23 97:7 98:4,10,12 99:5 102:5,24,25 103:8,16 108:2,17 109:15 113:7 114:25 115:22 118:1,13,20 121:12 125:5 126:9,21 127:17,17 128:12,14,17

129:14,16 132:25	62:9 86:1	<b>background (4)</b> 68:20	172:9 209:9	18:3,12,23,25	<b>bringing (1)</b> 42:25	<b>care (1)</b> 205:17
133:20 134:1	<b>assumes (1)</b> 133:3	172:8 189:17,19	<b>benefit (2)</b> 75:19 108:3	19:5,9,14,16 29:6,16	<b>broad (4)</b> 12:6 36:21	<b>career (1)</b> 19:9
137:13,24	<b>assuming (4)</b> 26:11	<b>backward (1)</b> 137:18	<b>benefits (1)</b> 86:23	41:10 43:2	173:19,25	<b>carried (6)</b> 42:9,11 46:2
138:2,6,9,11 139:6,25	51:13 52:3 210:20	<b>bad (4)</b> 18:4 73:21	<b>best (13)</b> 40:7 61:7	<b>blue (2)</b> 58:13,22	<b>broaden (1)</b> 181:13	81:2 89:17 161:5
140:7,16,20 141:11	<b>assumption (5)</b>	76:5,8	62:20 79:14 103:18	<b>blythe (1)</b> 4:15	<b>broaden (2)</b> 18:14	<b>carry (7)</b> 40:19 42:15
144:4,21 145:8,15,19	25:11,12 106:7,7	<b>ballpark (1)</b> 169:21	106:15 109:2	<b>board (67)</b> 2:15 14:24	175:19	58:1 89:16 92:3
146:1 147:8	148:2	<b>based (11)</b> 47:8	110:11,19 111:11	21:18 47:21,25	<b>broadest (2)</b> 161:1,9	119:25 201:12
149:8,16,22 150:3	<b>attached (10)</b> 9:8	67:17,25 69:10 98:21	140:11,12 174:14	48:11,11,21 49:6	<b>broadly (1)</b> 34:3	<b>cash (28)</b> 14:12 85:5,10
153:4,17	114:18 124:20 125:18	104:4 107:12 114:22	<b>better (18)</b> 52:4 64:11	51:9,12,13,14,14,15,19,20	<b>brought (1)</b> 66:15	86:4 87:21 88:8 91:21
154:12,16,17,20	127:7 134:13 170:24	116:4 125:1 178:2	69:5,17 70:21 74:9	52:7,9,11,12 53:2	<b>budget (50)</b> 25:19	98:12 103:20
155:20 156:4 157:11	172:14 207:9 208:23	<b>basic (3)</b> 8:18 40:4	81:15 82:22 83:3	59:19 60:1 74:19	30:10 32:1 36:23,25	104:1,10,13,14,18,23
168:24,25 170:17,18	<b>attaches (1)</b> 114:15	161:12	88:10 120:6 134:12,16	75:21 102:16 134:9,11	37:3,9,11 54:15,21	106:4 126:25 133:25
172:10 175:19	<b>attaching (2)</b> 134:1	<b>basically (5)</b> 33:13	138:23 139:11,12,17	142:16,18	59:14 63:22 64:23	134:15 139:10 141:17
176:19,21 177:23	147:22	98:15 100:4 105:5	176:25	143:15,16,19,20	65:11,15,23 68:6,7	142:25 158:5 160:3
178:11,18,19 179:23	<b>attachment (4)</b> 208:21	142:22	<b>between (39)</b> 5:19 9:3	148:17,21,22 154:6,6	70:11 71:19 76:17	167:7,12 169:14
183:3,7 190:9	209:21 211:23 212:8	<b>basics (1)</b> 44:12	17:9 19:5,9 37:21 61:4	163:24 165:10	77:21,25 78:7 81:24	186:18
191:3,21 192:15,18	<b>attempt (1)</b> 64:13	<b>basis (14)</b> 6:5 26:8 39:6	67:2 78:19,23,25	166:4,5,6,8 188:20,22	82:23 83:4 86:22 87:7	<b>cashes (2)</b> 104:22 111:5
194:8 211:20 214:3	<b>attempting (1)</b> 27:4	47:5 49:7 51:10 52:17	79:17 82:6 85:13 86:6	189:10 190:20 191:7	135:8 136:25 142:1	<b>cause (12)</b> 18:4
<b>artelias (18)</b> 16:9 55:1,2	<b>attend (2)</b> 48:24,25	139:5 142:20 143:12	90:21 101:14,15	194:21 195:1 197:25	151:6,16,19 194:6	44:11,22
56:14,21 75:24 76:4	<b>attendance (2)</b> 2:3 48:5	146:16 189:24 191:1	102:23 115:10	198:8,10,24	198:11 199:3,12	45:11,15,15,18,20,21
79:1,17 127:15,20	<b>attended (2)</b> 49:14	212:16	117:13,25 118:20	199:1,16,18 203:5,25	202:25 203:15	46:16 47:11 61:2
129:10 149:18 153:11	104:19	<b>bathrooms (8)</b> 35:5	120:12 125:11 138:2	205:4,5 213:25 214:6	204:3,11 208:7 209:7	<b>causes (2)</b> 45:21 46:10
155:5,24 174:7 179:24	<b>attendees (1)</b> 2:4	36:16 87:16 98:19	141:20 150:16 159:5	<b>bold (1)</b> 78:20	210:21 211:11,22	<b>causing (1)</b> 25:25
<b>aside (1)</b> 40:24	<b>attention (2)</b> 92:3	100:17 101:8,17 102:1	169:3 170:21 174:7	<b>books (1)</b> 195:16	214:19,20	<b>cc (1)</b> 5:7
<b>ask (43)</b> 1:6 4:7 9:1	168:16	<b>bear (2)</b> 90:9 102:8	176:21 178:5,18	<b>booth (9)</b> 4:15 98:12	<b>budgeted (1)</b> 149:6	<b>cda (6)</b> 3:1,7 9:22
20:8 25:14 30:4 35:10	<b>attractive (1)</b> 201:8	<b>bearing (3)</b> 40:3 45:1	179:23 202:16 210:20	104:9,12 157:19,23,25	<b>budgets (2)</b> 25:4 98:3	14:7,23 15:9
37:14 42:2 45:7,9	<b>audit (8)</b> 49:20,23	67:10	211:19	158:4,8	<b>build (9)</b> 4:25 6:15 7:6	<b>cdmc (3)</b> 12:2 15:10,22
46:15 47:17 58:4 72:7	50:7,10,16,22 58:22	<b>become (4)</b> 23:13,15	<b>beyond (5)</b> 15:21 20:23	<b>borne (1)</b> 16:5	8:13 12:8 33:6 42:25	<b>celebration (1)</b> 196:2
73:15 104:18,23	139:15	111:1 121:25	21:24 29:6 30:9	<b>borough (2)</b> 30:13	44:3 46:23	<b>central (2)</b> 59:13 193:17
105:20,20 113:1	<b>august (3)</b> 5:10 10:9,10	<b>before (68)</b> 5:18 11:9	<b>bid (3)</b> 79:15 159:13	116:11	<b>building (8)</b> 13:6 44:10	<b>centre (3)</b> 20:17 23:4
114:24 123:15,23	<b>author (1)</b> 187:18	13:13 14:19,20 22:13	162:23	<b>both (5)</b> 4:20 14:6	83:3,19 84:10,16	136:16
126:21 132:12 134:15	<b>authorities (1)</b> 160:24	24:21 25:22 30:4	<b>bidder (1)</b> 183:8	21:18 44:1 196:6	122:14 198:23	<b>certain (1)</b> 88:13
137:13,24 138:8 139:6	<b>authority (1)</b> 65:17	47:20 54:2 59:18	<b>bidders (2)</b> 161:13	<b>bottom (25)</b> 2:6,7	<b>buildings (2)</b> 81:20	<b>cetera (3)</b> 22:4 63:23
146:11 160:2 161:16	<b>available (5)</b> 22:20	60:15 63:2 64:12	202:9	17:16 28:16 30:2 48:7	120:14	152:22
170:9 173:5 175:9	151:17 180:4 191:16	66:14 74:19 78:11	<b>bids (2)</b> 163:10 182:20	49:18 58:8 60:8	<b>built (1)</b> 84:9	<b>chain (4)</b> 125:11 202:16
180:9,20 191:7 204:14	215:23	87:19 88:5 90:16	<b>big (3)</b> 79:4,18 174:6	63:17,19 65:1 66:13	<b>bullet (13)</b> 28:15 63:16	205:16 206:23
210:23 216:8	<b>avoid (8)</b> 97:3 171:5	103:23 104:13,18	<b>bigger (3)</b> 54:15,21	71:14 111:17 125:12	66:25 78:17 116:9	<b>chairman (9)</b> 57:6
<b>asked (28)</b> 20:11 39:10	174:18,19,23	106:17 108:13,14	171:23	151:4 157:21,21	117:6,7 135:3,21	123:22 131:2,11
71:8 86:22 108:2	175:5,15,22	113:13 115:6 118:2	<b>biggest (1)</b> 38:21	192:25 202:18 207:1,2	136:3,7 137:2 188:23	164:20 176:22 177:12
115:21 119:9	<b>awaiting (1)</b> 61:13	119:9 124:22 127:1	<b>bin (1)</b> 145:11	212:3 213:22	<b>buoy (1)</b> 122:17	212:17 215:24
127:17,18 128:23	<b>award (7)</b> 193:25	133:14 147:25	<b>birch (1)</b> 48:4	<b>boundaries (1)</b> 203:9	<b>burns (2)</b> 202:20 205:24	<b>chalcots (6)</b> 162:3,4,5
129:9 132:25 133:3,4	194:14,19 195:1	153:4,11 154:3,16	<b>bit (32)</b> 11:19 16:25	<b>bouygues (5)</b> 38:2,9	<b>byuk (1)</b> 112:2	169:18 176:15 178:4
134:18 139:8 141:24	197:4,12 199:8	155:4,11 156:3,11	20:2 21:22 30:24	112:2,7,13		<b>challenge (6)</b> 25:23
144:19 145:24 152:20	<b>awarded (2)</b> 192:11,16	160:16 161:25 162:11	50:19 53:15 55:3,5	<b>box (3)</b> 66:13,17 212:4		171:7 187:5 200:25
154:20,22 176:2,3	<b>awarding (1)</b> 160:24	171:9 173:15	56:22 57:3 58:24	<b>boxing (10)</b> 5:1 35:13		201:13,25
186:18 193:22 200:7	<b>aware (16)</b> 5:13,14	174:14,15 175:24	63:14 76:2,13 77:20	36:4,10 98:17	<b>cabinet (2)</b> 21:18 34:13	<b>challenged (1)</b> 90:2
205:12	11:14 13:23 23:13,15	178:11 180:11	87:14 93:25	100:16,22 101:2,25	<b>call (2)</b> 201:24 210:4	<b>challenges (2)</b> 77:13
<b>asking (22)</b> 7:21 28:25	24:13 25:8 36:9	186:10,12 191:6 194:4	110:3,12,13 111:8	168:2	<b>called (5)</b> 15:1 161:24	188:5
30:8 53:23 104:4	127:16 134:9 178:6,8	200:1 203:11 205:15	113:23 114:2 123:16	<b>bracket (2)</b> 166:24	173:8 198:4 200:10	<b>challenging (1)</b> 122:14
108:18 113:7	182:2 185:25 211:16	208:17 209:4,10,11,19	127:9 128:2 129:5	168:15	<b>calls (1)</b> 173:13	<b>chance (1)</b> 173:3
138:11,13,17,23	<b>away (2)</b> 12:3 216:13	211:10 212:18 213:19	137:18 148:12 170:4	<b>brackets (1)</b> 132:23	<b>came (18)</b> 21:13 24:4	<b>change (8)</b> 65:18 70:13
145:19 146:17 147:18	<b>awful (1)</b> 69:19	<b>beginning (2)</b> 16:25	196:22	<b>branch (1)</b> 64:10	31:3 53:13 74:13,15	76:23,24 95:19 96:21
160:2 161:8 169:9		63:2	<b>black (1)</b> 48:3	<b>break (15)</b> 57:13,24	88:7 94:1 101:18	97:17 135:13
171:4 174:22 175:4		<b>behalf (5)</b> 30:16 33:4,14	<b>blake (52)</b> 161:18	88:5 122:24	103:10 133:19 147:9	<b>changed (2)</b> 102:23
182:8 202:10		38:5 53:19	162:5,9,11,19,21	131:5,12,14,20	150:9 162:9 163:5	150:21
<b>aspect (3)</b> 46:3 121:4	<b>b (1)</b> 17:20	<b>being (36)</b> 8:10 15:9	163:21,25 164:1,9	176:23,25 177:4,14	170:16 182:20 193:22	<b>changes (9)</b> 29:4 76:25
145:16	<b>back (59)</b> 9:18 16:24	18:2,10 38:2 60:4 61:9	170:21,25 172:5,10	200:12 212:19 215:24	<b>candidates (1)</b> 214:22	138:4 142:10,12,17,23
<b>aspects (1)</b> 192:5	19:15 36:1 42:8 44:11	65:5 69:3,21 74:25	173:7,11,15,15,25	<b>breakdown (6)</b> 54:25	<b>cannot (2)</b> 23:3 55:13	143:1,11
<b>aspirations (1)</b> 195:22	45:12 47:11 49:11,12	76:6 92:25 93:2,22	174:1,13,24 175:10	55:11 56:6,11 152:7	<b>cant (38)</b> 5:17 10:4	<b>chartered (1)</b> 183:13
<b>assessed (2)</b> 120:8	51:2 55:11,20 56:5	95:2,10 103:24 109:1	176:2,11 177:22	169:7	11:22 29:16 34:21	<b>check (20)</b> 30:25 34:5
163:10	57:20 58:10 71:9,23	115:2 124:8 137:1	183:19,24 184:12	<b>breeam (1)</b> 95:6	39:5 54:6 59:6,9 80:15	35:12 40:1 55:20 69:9
<b>assessment (9)</b>	72:1 73:15 77:22	140:9 142:11 143:9	185:5,11 186:1,5	<b>brevity (1)</b> 115:10	91:6 112:4 114:11	70:2,4 100:22
84:12,23 120:18	80:21 88:4,11 92:25	145:4 160:8 163:16	187:7 193:22 194:15	<b>bridge (6)</b> 18:3 19:5	117:3 118:9 121:5	101:22,24 109:8 160:4
121:5,7 122:6,12	104:5 107:8 111:9	166:9 168:13 171:12	196:22,25 197:3	79:18 81:16 95:3,15	125:9 126:23 133:2,22	170:14 172:17 177:24
149:25 150:2	114:23 115:4,20,24	181:3 198:14 211:20	202:23 203:12,14	<b>bridgeable (1)</b> 79:23	147:16 148:9 161:21	178:20 179:17,21
<b>asset (2)</b> 58:19 162:16	119:9 122:25 125:21	212:18 213:19	204:10,18,21,25 205:7	<b>bridged (2)</b> 80:1 86:11	162:25 167:22	180:13
<b>assistance (1)</b> 158:17	130:25 131:22 137:2	<b>believe (6)</b> 67:21 105:2	206:4 207:4 209:20,22	<b>bridges (1)</b> 19:9	174:19,25 185:17	<b>checkin (1)</b> 101:24
<b>associated (1)</b> 135:10	143:13 149:2 152:17	133:13 137:11 145:22	213:18	<b>brief (6)</b> 64:12 76:24	186:8 187:6,8 190:22	<b>checking (2)</b> 29:22 30:5
<b>association (4)</b> 26:18	169:22 173:2,2 177:5	195:9	<b>blakes (2)</b> 213:1,5	135:4,14,25 140:23	196:10,11 205:2 209:1	<b>chelsea (2)</b> 116:12
162:13,13 163:8	179:20 180:13,16	<b>bell (2)</b> 124:16,17	<b>block (6)</b> 18:7	<b>brighton (5)</b> 164:4,6	213:11 215:20	197:20
<b>assume (5)</b> 4:5 52:13	192:23 202:14	<b>bells (1)</b> 209:24	19:12,15,20 167:25	166:15 171:17 183:14	<b>capable (1)</b> 69:5	<b>chiles (1)</b> 167:6
85:23 147:23 166:11	206:11,13 207:15	<b>below (8)</b> 17:6 49:5	168:1	<b>bring (4)</b> 48:24 77:1	<b>capacity (1)</b> 21:7	<b>chimes (1)</b> 109:24
<b>assumed (4)</b> 3:8 44:14	210:17 212:10 213:2,7	51:6 56:4 67:4 170:24	<b>blocks (12)</b>	200:25 207:24	<b>capital (3)</b> 21:12,14	<b>choice (2)</b> 12:10 211:6
	215:5 216:8				117:16	

chronological (1) 182:16 chronology (4) 155:3 156:1 182:15 183:11 circa (1) 207:12 circulation (2) 10:25 11:1 circumstances (6) 64:2,7 92:7 150:24 162:8 163:5 circumstantial (1) 65:8 cladding (17) 4:23 6:4 9:5,7,16,20,23 10:2,6 13:21 20:6 167:18 168:6 198:16 207:13 211:3 214:22 claire (31) 2:23 3:9,14 4:15 5:10,20 6:6 7:17 8:3 9:18 10:1 13:12 14:6 146:22,25 147:2,13 187:10,18 188:17 189:14,22 190:9 191:14 202:17 203:7 207:5,22 209:20 213:7 214:3 claires (3) 6:3 13:4 16:6 clarification (6) 29:1 30:19 143:17 175:16 198:14 203:17 clarified (8) 116:13 117:4 140:19,24,25 141:9 204:4,6 clarify (9) 29:9 74:21 94:8 158:19,20 194:19 198:22,23 199:10 clarity (7) 65:14 80:19 127:23 139:1,2 147:11 210:12 cleanest (1) 75:6 clear (39) 6:9 7:5 20:25 21:24 32:16 34:14 49:19,22 50:7,10,15 65:11 69:20 73:20 75:1,12,17 84:2 89:9 93:24 108:9 109:4 114:14 118:7,24 128:1 137:15,16 138:7 139:15,18 143:24 144:6 146:10 151:5 199:5 201:6 202:12 213:22 clearer (2) 138:9 140:3 clearest (3) 75:6 80:9 110:24 clearly (7) 72:15 100:10,24 112:12 124:14 152:8 169:2 clerk (1) 5:23 client (59) 1:22 2:9,24 3:1,14 4:1,5,10 5:11,16 6:11,13 8:4,7,9,14,19 9:4,13,15 10:5 11:6,15,21,24 12:10,10,11,21 14:1,16 15:1,13 16:11 21:10 22:3 29:11,24 43:13 45:3 65:11 66:1 70:24 105:23 106:18,19 135:4,25 138:14,17 139:1,14 140:19 146:5 151:22 162:18 172:23 179:1	195:17 clients (5) 65:15 66:10 78:13 151:6,18 clientside (2) 3:20 15:2 cliff (1) 59:2 clock (2) 131:1 177:6 cloke (2) 151:1,8 close (14) 27:5 46:5 53:11 72:22 73:1,9 76:11 80:3,6 90:14,16,22 145:1 181:20 closely (1) 77:20 closer (2) 72:24 76:6 closing (2) 119:20 202:24 club (10) 5:1 35:13 36:4,10 98:17 100:16,22 101:2,25 168:2 cognisance (1) 105:9 colin (1) 167:6 column (2) 58:12,21 combination (3) 120:16 122:5,11 combined (1) 23:2 come (41) 1:6 14:8 27:21 32:7 35:25 46:7 47:21 55:11 56:5,10 57:6,19 66:20 69:18 71:9 72:7 75:24 80:13,21 113:19 114:23 115:20 122:25 130:25 150:15 162:19 169:25 171:24 173:2,2 177:5 180:13,16 186:6 202:14 207:15 212:10 213:2 214:19 215:8 216:8 comeback (1) 160:8 comes (2) 119:4 213:6 comfort (5) 114:19 115:17 124:23 125:2,8 comfortable (4) 35:12 100:23 202:24 208:15 coming (7) 19:15 54:20 91:25 119:9 171:18 181:12 214:20 commence (1) 192:8 commencing (3) 116:12,19,23 comment (7) 5:6,22 12:5 30:2 62:15 70:16 147:17 commentary (1) 140:22 comments (2) 67:18 134:11 commercial (2) 187:2 202:4 commission (1) 94:6 commissioning (1) 146:5 commit (2) 35:13 36:4 commitment (11) 22:25 23:3 38:20 135:8 136:12,13,19,20,25 142:1 152:9 committed (1) 64:13 committee (2) 34:7 48:18 common (3) 3:4 74:13,15 communicate (3)	97:21,22 146:12 communicated (1) 100:24 communicating (1) 97:13 communication (1) 195:21 community (3) 31:4,8,18 company (1) 91:18 compare (4) 55:1 135:18 168:19,19 comparison (6) 67:4 168:17,20,23 170:10 174:5 competitive (1) 192:2 competitively (1) 67:14 compiled (1) 209:1 complaint (2) 50:15,18 complete (3) 42:6 190:18 192:18 completed (3) 43:10 63:22 192:20 completely (5) 41:19 57:9 136:17 142:21 160:12 completing (1) 88:12 completion (4) 188:20 190:16 194:25 198:7 complex (6) 33:7,17 42:22 50:19 81:19 120:19 complexities (1) 77:13 complexity (1) 95:8 compliance (1) 13:8 compliant (4) 84:10,16 201:22 205:19 complicated (1) 75:5 complied (3) 7:14 8:16 15:16 comply (4) 92:16,20 175:17,21 comprehensive (3) 83:24 120:9 121:6 concentrate (2) 130:4 131:8 concern (14) 20:3 25:25 36:12 38:21 45:11 46:12 54:23 72:23 73:6 74:23 91:10 92:17,20 159:19 concerned (20) 12:17 16:8 17:22 39:10 41:5,20 43:4,5,6,19,21,24 46:16 49:22 50:10,12 53:17 73:3 80:7 127:22 concerns (17) 4:25 19:6 37:22 38:2,6 40:12 43:14 44:18,21 54:22 72:19,20 73:6 89:21 91:2,8 97:14 conclusion (4) 71:13 192:1,10,15 conclusions (2) 71:9 76:15 conditions (1) 202:10 conference (11) 164:4,6,9,12 183:13,25 184:2,15,24 185:12 186:10 conferences (2) 164:3	171:17 confirm (5) 56:7 158:15 203:8 207:21 212:5 confirmation (1) 207:16 confirmed (7) 2:14 3:22 117:14 152:15,25 153:21 159:25 confused (3) 87:14 100:1 155:13 confusing (1) 155:16 connection (4) 120:12 162:5 168:25 176:13 conscious (2) 41:16 130:2 consciously (1) 42:2 consensually (1) 106:12 consensus (3) 151:20 152:1,4 consequently (1) 63:6 consider (7) 18:24 94:14 108:17 146:13 186:13 202:5 207:17 considerable (3) 35:14 95:5 102:14 consideration (4) 20:3 118:3 158:21 172:22 considered (15) 3:20 7:3 12:14 61:9 69:3 72:17 79:7 80:2 93:12 117:15 119:23,25 120:4 121:1 211:17 considering (2) 48:16 79:8 consistent (2) 121:22 206:19 consistently (1) 54:20 constructed (1) 84:15 construction (11) 64:23 66:8,16 67:22 68:5 77:25 114:21 115:19 124:25 126:3 135:8 consultant (3) 93:11 139:3 161:2 consultants (3) 161:5 184:4,6 consulted (1) 37:12 consumed (1) 77:1 contact (23) 14:13 30:17 154:24 158:19 159:20,23 160:4 163:24 166:13 168:25 169:23 170:3 171:14 176:19 181:20,25 182:5,6 193:8 194:16,17 195:10 207:7 contacted (3) 14:2 181:19 194:3 contacting (1) 28:25 contacts (1) 181:22 contain (1) 67:22 contained (2) 77:15 205:4 contains (1) 133:10 contemporaneous (2) 147:20 168:11 contemporary (1) 168:13 content (2) 195:24 212:21 contentious (2) 145:3,4 contents (1) 211:13 context (12) 5:25 41:14	49:12 60:14,16 70:1 103:5 179:17,19 182:16 193:13 194:4 contingency (4) 66:10 confirmed (7) 2:14 3:22 78:14,24,25 contingent (1) 64:11 continue (5) 1:4 73:8 92:8,13 144:9 continued (6) 1:8,19 86:5 180:9 217:3,6 continues (2) 2:13 63:5 continuing (2) 52:25 151:21 contract (51) 7:7 8:11,17 12:4,7,8 15:17 23:1 52:20 76:12 88:7 103:6 105:13 106:2 132:9 152:23 154:2,14 155:4,9 156:14 159:7 161:14 162:11,16 174:2,16 187:16 188:2,21 189:1,11,16 191:8 192:11,16 193:25 194:14,20 195:2 198:4,20,21 199:8,8 200:10,14 202:11 210:9 211:7,10 contracting (1) 160:24 contractor (70) 7:13 34:19,24 37:23 38:24 40:11,20,23,25 43:1 44:2 46:12,23 47:1,18,21 60:22 61:8 65:4,23 68:25 70:3,13,19 71:4 76:19 78:7 79:11 80:10,17,25 82:4,19,21 83:15 84:20 90:3,20 92:9 103:3 112:14 118:25 119:8,21 120:2 121:2,8 132:6 135:15 138:6 140:12 144:12 145:20 152:16,19 153:1,23 155:23 156:13 162:4,12 163:17 169:19 172:22 180:6 181:6,21 182:6 184:17 201:12 contractors (27) 22:23 23:21 24:12,25 38:6 39:23 61:12 62:4 69:5,8 81:19 82:18,24 162:22 164:7 171:24 172:1,3,6 174:10 181:7,15,20 182:11 184:4,6 199:5 contracts (5) 121:20 160:19,25 162:14,18 contractual (2) 87:8 135:9 contradistinction (1) 113:12 contrary (1) 150:13 contributing (1) 136:19 contributor (1) 105:7 contributory (3) 116:14 117:5 135:22 control (1) 135:13 controlled (2) 135:6 136:9 convenient (1) 57:10 conversation (77) 2:25	3:24 4:3 5:17 6:1 7:10,23 8:5,24 9:24,25 13:23,25 14:3,25 15:3,4 16:2 26:24 30:22 34:21,25 35:1,19 46:4 53:7,8,20,24 54:2,6,19 72:21 86:25 87:18,19 99:19,20,22,24 109:6,12,24 110:5 118:7 134:17 142:10 143:1,7 144:1,2 145:5 158:18 168:24 169:14 173:18,24 174:17 175:10,13,14,24 176:11,12 178:13,23 179:5,6 184:10 197:11 198:2 200:8 203:14 204:10 205:21 206:8 215:1 conversations (5) 24:15,20 171:25 179:10 184:8 copied (18) 4:17 26:5 104:10 125:14,22 133:25 146:23 157:20,25 158:11,11 193:2,7 196:22,25 207:4 209:19,20 copies (1) 213:7 copy (4) 22:15,16 125:23 134:13 corner (1) 28:3 correct (6) 21:3 78:22 104:21 161:20 179:25 186:11 corrected (1) 16:7 correspondence (5) 121:11 125:18 128:17 180:10 194:2 cost (52) 36:7 40:4 61:3 63:5 65:4,12,21 66:8,17 67:2,16,20,22 68:5 70:11 77:9 78:5,12,19 79:1 82:1,2,7,8,14,16 85:9,12 86:15 89:25 90:8,11,23 95:8 118:22,22 135:16 149:23,25 151:21 152:2 167:19,23 168:16,19,23 169:20 170:10 178:18 203:1,3 209:7 costings (1) 56:6 costs (51) 36:10 38:17 39:8 45:25,25 54:25 55:1,12 56:12,13,20 61:13 65:23 66:4,5,16 67:10,10,19 70:10 72:24 76:3,6,19 78:7 90:15,24 98:3 100:21 118:20 132:9 149:7,7,15 150:20 151:6 152:7,22 169:3,7,8,16 170:14 178:15,21 179:23 210:9 211:3,5,12 214:25 couldn't (8) 13:10 18:17 84:17 146:13 188:21 189:11 198:24 199:4 council (20)	21:13,14,15,19,20 30:14,15 31:17 32:25 33:4,8,14 34:3,11,12,16 36:22 37:8 87:5 163:22 councillors (1) 30:14 councils (4) 36:19 44:15,16 74:3 counsel (2) 1:19 217:5 couple (1) 183:1 course (13) 14:18 26:4 35:25 40:22 69:17 104:7 106:16 114:24 171:8 173:23 175:2 178:10 185:3 cover (3) 113:18 131:24 135:20 covered (1) 83:24 creep (2) 65:14 111:7 critical (5) 77:11 124:5,8 136:4 137:14 critically (1) 84:6 criticism (2) 137:7 142:1 criticisms (1) 77:15 current (14) 63:7 65:21 66:5,6,8 68:5,14 69:3 77:7 78:5,10,12 87:11 189:20 currently (4) 67:3 76:17 78:20 207:8 cut (1) 169:9 cw (4) 2:9 11:6,7,11
						D
						d (4) 42:13,16 89:3,18 da (1) 11:12 dash (2) 28:15,17 date (14) 5:6 28:2 56:13 64:23 65:2 69:15 77:25 101:12 111:17 132:22 153:5 157:20 187:18 214:15 dated (8) 22:10 59:24 86:2 98:9 157:19,20 191:24 196:21 dates (2) 118:4 155:17 david (54) 3:24 4:3 5:2,8,18,20 6:9,18 7:5,16 8:6,19 9:21 13:4 14:6 15:4 16:2 17:9 49:15 59:11 85:4 125:11,14,17,21 126:12 146:22 147:8,13,19 157:18,22,25 158:8 160:2 182:8,11 190:10 202:17,20,21,22 205:22,24 206:18 207:3,25 208:9 209:19,22 211:14 213:7,9 214:2 davids (2) 148:10 160:9 day (16) 103:25 105:22 127:1 173:13 185:12,13 186:10 194:17 195:9 197:11,15 198:3,3 206:16 207:4 216:5 day2810724 (1) 176:3 day28921011 (1) 164:2 day29725 (1) 193:24

day4816323 (2) 103:22 104:17 day4819415 (1) 141:19 day522811 (1) 20:11 daybook (2) 17:2 27:25 days (9) 66:14 85:2 114:4 115:12 183:9 188:3 192:23 199:19,24 deadline (2) 55:10 199:18 deal (3) 169:25 189:14 216:9 dealing (9) 41:1 83:19 84:3 120:5 121:3,14 122:2,10 151:9 dear (2) 4:20 206:3 decent (8) 33:11 35:8 36:16 71:19 74:25 99:21 101:10,23 decided (8) 8:19 14:6 23:19 118:2,14 145:14,25 153:8 deciding (1) 43:17 decision (42) 3:13 6:11,20 7:16,17,19,20,21 8:3,7 11:14 16:24 21:9 22:2 34:11,12,18 35:22 40:17 42:18 75:13,14 142:19 152:16 153:1,3,12,22,23 154:1,2,14,19,25 155:4,10,23 156:2,3,13 159:7 199:11 decisionmaking (5) 20:19 21:7 22:1 25:18 33:21 decisions (6) 47:20 49:20,24 50:8,16 85:7 decisive (2) 105:12 106:1 declined (1) 61:12 deeper (1) 76:13 defend (1) 201:14 define (1) 137:16 defined (2) 84:11 135:8 definitely (1) 187:5 degree (2) 21:19 203:17 delay (4) 25:25 73:1 134:6 159:5 delayed (1) 183:1 delays (2) 61:3 90:7 delegated (1) 20:25 delegates (2) 183:20,22 deliver (24) 29:25 30:7,16,18 33:1,4,7,14,17 53:19 81:9,16 82:22 84:22 108:6 109:10 132:10,13 139:3 146:12 152:23 171:20,22,24 delivered (10) 30:1 33:5,22 39:8 53:18 110:23 151:18 165:16 195:22 215:17 delivering (10) 33:11 69:5 80:10 91:15 92:1 98:2,5 119:19 146:6 162:15 delivery (3) 31:4 64:14	90:1 demand (1) 136:15 demonstrate (3) 132:9 136:13 152:22 demonstrated (1) 38:6 demonstrating (1) 110:24 deny (1) 106:22 departure (1) 107:20 dependant (1) 86:23 describe (2) 97:5 110:8 described (7) 52:16 99:19 101:22 106:8 138:3 163:7 215:14 description (1) 147:7 design (105) 1:22 2:8,9,18,24 3:1,14,20 4:1,5,10,16,22,25 5:7,11,16 6:11,13,15,21 7:6,12 8:4,7,9,13,14,20 9:4,5,7,13,15,19 10:5,6 11:4,6,13,15,16,21,24 12:6,8,8,20,21 13:5,9,15 14:1,16 15:1,11,14,19,20 16:4,11 17:19,21,22,24 18:18,21,22 19:3,3,23 20:1,4 29:3,13,14 30:23 42:25 44:3,12 46:22,25 47:19,20 65:15 71:17 87:11,12,22 88:2,12,14,16,18,21 89:21,22 93:20 94:14 95:19 96:22 97:17 112:17 135:14 167:15 designed (5) 4:24 42:16 84:9,15 94:17 designer (2) 7:7 47:3 designers (2) 2:14 3:21 designs (7) 88:6 89:1,13 94:17,19,23 95:14 desired (1) 136:2 desires (1) 76:23 detail (14) 9:2 31:6 55:5 97:23,24 124:21 132:8 148:3 152:21 156:5 157:13 211:25 215:8,14 detailed (10) 8:5,24 47:6 108:16 130:4 210:2,6 212:2 215:11,11 details (3) 207:8 210:1 212:8 determine (1) 69:17 detract (1) 8:15 develop (4) 88:22 89:3 135:4 208:16 developed (7) 17:19,23 18:18 65:10 73:5 88:6 130:14 developer (2) 38:23,24 developing (1) 34:8 development (5) 2:8 11:4 20:4 135:25 165:21 dg (2) 59:8,10 dialogue (10) 5:19 14:11 31:9 72:18	121:11 180:14,15 199:16 200:24,24 diary (7) 58:4,5 115:11 120:25 123:25 204:14 206:19 didn't (80) 3:5,15,15 4:6,12 6:4,11,20,25 7:10 8:5,24 9:1,2 10:1,23 13:25 14:16,23 19:16 20:1 23:18,23 24:10 26:3,7,21,22 27:19,22,23 35:8 39:18 40:6,13 42:19,19 44:22,22 45:4 46:17,21 47:7 74:12 77:15 82:17 86:9 89:19,19 91:14 93:25 106:12 108:15 120:17 122:4 136:18 142:5,8,17 143:24 144:13 145:24 153:10 154:12 155:12 158:16 159:16 162:14,20 163:17,24 165:13 178:6,8 187:11 191:2 195:6 201:8 202:8 211:23 difference (19) 37:20 65:4 67:2 78:19,23,25 79:4,16 82:6 85:12,14,15 86:6 101:14,15 118:20 176:21 178:17 179:22 differences (2) 141:20 178:5 different (24) 43:16 45:23 52:5 56:22 57:7,9 73:14 76:2 79:6 81:1 129:20 138:24 144:18,25 145:23 146:14 153:13,17 155:2 160:12 169:10 173:6 199:23,24 differently (2) 146:2 153:20 difficult (8) 62:14 80:4,7 90:25 95:12 130:8 141:3 201:2 difficulties (1) 103:5 difficulty (5) 46:5 53:10 72:22,25 119:20 diligence (49) 39:7,12,16,21,25 40:9,14,20 41:6,12,14,22,22 42:3,8,20 43:5,8,15,17,19,22 44:13,16,25 45:4,9 46:2,13 47:2,9,12 79:11 81:3 83:1,23 88:5,11 89:11,17 92:4 109:4 110:25 119:7,15 120:2,3,10 180:7 dimension (2) 119:3 166:4 diminishing (1) 76:19 dinner (2) 195:25 196:8 dip (1) 71:8 direct (6) 79:12 84:20 162:18 181:25 182:1 190:10 directly (4) 145:5	162:10,14 173:21 director (5) 30:12 164:15,24 166:9,9 directors (2) 163:23 195:19 disagree (1) 47:14 disagreed (1) 50:25 discontinued (1) 150:25 discrepancy (4) 167:18 168:7 174:6 179:23 discuss (8) 54:10 59:16 74:5 100:7 106:24 112:23 113:15 115:6 discussed (25) 15:10,21 37:20 53:9 59:15,18 69:21 72:5 74:3 88:4 100:14,21 101:20 102:20 113:3 114:19 115:5 118:1 126:8 128:13,21 138:1 158:14 168:11 170:13 discussing (3) 97:8 127:4 130:20 discussion (44) 2:22 4:24 6:6,8,9 9:3,21 17:9 28:23 31:4,7 34:23 49:14 67:15 72:6 73:25 74:12,18 75:8 88:1 94:16 97:24 102:19,24 108:10 111:14 112:12 115:8,13 116:21,23 128:22 134:8 138:2 156:19 169:1,2 173:15 174:24 176:14 178:2 181:23 215:10,11 discussions (9) 7:4 31:19 34:17 126:2,14,15 180:10 213:19 214:7 dismissed (1) 140:1 dispense (1) 65:10 disrupted (1) 130:15 distinct (2) 152:9 153:13 distinctly (1) 153:17 distracted (1) 164:22 distribution (1) 133:17 document (26) 28:2 56:3 60:8 62:10,11,19 68:18 72:8 77:22 117:25 132:25 133:6,11,16 147:20 156:9,12 189:3,4,6 191:6,22 208:22,24 212:18 213:2 documentation (4) 184:19 197:22 200:17 201:21 documents (1) 155:5 does (23) 12:16,17 17:8 36:5 52:18 59:17 68:19 69:20 80:13 109:7 112:7 113:6,11 115:21 116:15,22 149:14 153:10 167:24 173:12 178:25 187:3,20 doesnt (21) 17:3 59:21 96:13 98:18 100:16 112:1,5 119:4 121:3 124:12,15,16,17 136:23,25 137:4	154:13 156:1 187:22 189:12 209:24 doing (26) 8:1 25:22 31:1 38:12 40:13 41:13 43:19 49:7 51:10 52:17,18,18 56:24 75:6 79:13 89:11 95:24 111:7 118:25 119:16 127:24 139:15 156:16 171:22 174:4 209:12 dominated (1) 19:21 done (36) 22:4 26:4,18 39:3,6,12,15,17,18,21 40:9,10 41:7,23 43:4,7,18,22 45:10 47:8,9 73:3 117:21 139:16 159:21 160:17 166:16,18 169:19 178:3 182:12 192:20 206:18 209:23,24 211:18 dont (156) 2:25 3:7 4:13,17 6:1,5,13 10:14,15,24 11:17,18,19,23 14:3,25 16:6 24:6,7,7,9 25:6 27:1 29:21 35:20 39:14,15,16 40:8 50:9,20 51:16,17 52:8 53:21,23 54:3,7 56:1 62:2,18 64:17 73:8 77:19 81:12 88:14 92:1,19 93:2 94:21,24 95:16,23 96:4,17,18 97:19 98:6 99:6,13 101:9 102:2,7,21,21 103:8,11 104:2,3,16 107:3,23 108:5,15,15,17,24 109:23 112:4 115:1,3,23,24 116:20 121:24 122:3 123:18 124:7,10 126:11 132:15 133:2 138:25 140:5 141:12,15 143:3,3,5,7,12 144:1 145:4,5,21 146:20 147:10 148:3,10 151:11 153:24 155:14 158:12 159:9,10 162:1,6 164:20 166:11,12,16 167:8,16 168:10 170:6,12,18,18,19 173:18,22 174:17 180:12,15,18 181:12 182:4 183:4 184:8 185:2,7,8,10,19 186:4 189:4,7 190:24 193:24 206:17 207:19 209:1,3,23,23 211:25 door (1) 119:19 doubt (2) 75:16 89:15 doubted (1) 173:20 doubts (2) 38:14 131:21 down (40) 17:6 28:15 30:2 32:16 48:7 49:10 51:3,4 52:25 55:7,8 56:4 58:24 61:14 63:25 64:6 66:17,18,20 73:10	76:16 77:3,24 78:17 80:13 91:16 111:9 116:8 119:4 122:20 124:4 150:15 157:18 167:15 192:25 200:12 201:5 211:11 214:19,20 downplay (2) 137:13,15 draft (7) 22:15 25:6 95:18 96:20 127:7 188:14 203:2 drafted (3) 128:14 189:9 191:14 drafting (1) 127:4 dragged (2) 81:4,5 draw (2) 112:8 148:17 drawing (1) 148:21 drawings (4) 47:6,8 67:25 69:11 drawn (1) 142:20 drew (1) 168:16 driver (20) 73:2 81:8,11 82:1,2,3,3,5,17 108:25 117:8 118:15,18,22 120:11,21 121:17 132:11 140:24 152:24 driving (1) 83:14 drop (2) 153:3 191:15 dropping (1) 182:8 drove (1) 46:10 due (56) 35:25 39:7,12,16,21,25 40:9,14,19 41:6,12,13,22,22 42:3,8,19 43:4,7,15,17,19,21 44:13,16,25 45:4,9 46:2,13 47:2,9,11 61:5 65:3,14 66:10 79:10 81:3 82:25 83:23 88:5,11 89:11,17 92:4 109:4 110:25 114:23 119:7,15 120:1,3,9 136:15 180:7 dunkerton (8) 17:9 49:15 85:4 96:7 114:9 133:17 157:25 158:11 duplicating (1) 33:10 during (4) 14:21 38:1 54:19 208:5	easier (5) 108:7 130:25 131:8 144:23 157:4 easily (1) 143:5 economically (1) 192:4 economies (1) 52:2 educate (1) 18:19 education (1) 12:19 effect (5) 108:11 120:25 175:12 188:7 192:13 effective (1) 141:1 effectively (4) 65:2 93:21 105:4 186:19 efficiency (2) 49:8 51:11 either (18) 6:10,19 11:23 20:3 40:10 41:6 51:19,19 69:14 96:8 143:16 176:7 199:4,7,11 200:9 201:3 211:6 element (3) 138:21 196:2 210:11 elements (17) 4:23 6:4,12,22 10:2 12:9 13:3 23:6 30:19 36:13,15,25 37:10 49:25 50:4 169:5 208:10 else (3) 28:12 59:14 73:16 elsewhere (2) 56:3 71:3 email (81) 4:14 5:9,13,14 9:18 16:6 22:9,15 23:13,16 24:22 25:6,11,20 26:5 40:25 98:9 103:20 104:4,9 107:8 114:13,23 115:4,12 120:23 124:18 125:10,13 126:25 127:3 133:25 135:20 139:10 146:21,24 155:12,20 157:18,18,22,24 158:4 160:9 170:20,24 171:8 172:9 173:6,12,16 174:14,21 175:3 177:20 178:25 179:16 182:8 184:11 192:24 193:1,1,12 196:9,20 197:2,16 202:16,18 205:3,7,22 206:11,24 207:3 208:19,23 209:19 213:2,3,13 emails (1) 206:23 embarked (1) 77:8 emotive (1) 137:22 employers (8) 7:8,14 8:16 12:1 15:15,22 47:5 109:18 encompassing (1) 199:22 encourage (1) 181:11 end (8) 35:6,6 63:13 105:22 160:14 182:18 203:5 206:6 ended (2) 73:7 81:6 energy (1) 58:20 engineer (3) 198:9 204:13 208:13 engineering (16) 68:4,13 197:6,24 198:5,6 200:11 203:20,22 204:7 207:15 213:14 215:1
---	--	---	--	--	--	---

205:13 208:3	92:1,2 93:16 141:16	<b>experience (76)</b> 3:4 4:9	<b>factors (8)</b> 45:24 64:11	72:22 73:1,9 76:11	<b>forming (1)</b> 75:14	203:15 204:7,11,13
210:3,11,14 214:10	155:10 163:14 186:12	13:4,13 37:24	74:5 80:2 116:14	80:5 81:17	<b>forthcoming (1)</b> 55:12	210:20
<b>enhancement (1)</b> 65:16	200:12 213:19	38:3,3,12,22,23	117:5 135:23 136:19	90:14,16,22	<b>forum (1)</b> 166:14	<b>gaps (1)</b> 55:12
<b>enough (3)</b> 70:1 81:5	<b>evening (3)</b> 193:16	39:3,24 41:9,17 42:3	<b>factual (1)</b> 139:18	<b>find (5)</b> 54:6 114:18	<b>forward (42)</b>	<b>garages (2)</b> 19:19,22
215:24	195:11 196:16	43:1,6,20,23 44:9,23	<b>fail (1)</b> 77:9	165:23 180:3 205:12	26:20,23,25 53:12	<b>gareth (1)</b> 167:9
<b>ensure (12)</b> 8:16 15:16	<b>event (2)</b> 184:17 196:3	45:2,16,19	<b>failed (1)</b> 142:21	<b>finding (1)</b> 130:6	94:12 95:12 97:10	<b>gave (12)</b> 42:20 75:13
33:24 50:5,25 84:19	<b>events (8)</b> 37:14 141:18	46:1,14,19,24 53:9	<b>fair (7)</b> 30:10 96:16	<b>finger (12)</b> 15:6	101:20 125:6 127:18	82:13,20 100:8 107:1
87:3 92:16 110:2	165:20 166:14 182:13	74:3,3,4 75:20 79:12	98:5 103:23 129:4	18:3,12,23,25	128:14 129:15 131:24	119:11 146:10 147:11
119:7 121:7 160:7	183:20 186:18 190:22	80:5,18 81:9,18,19	147:7 197:6	19:5,12,16,20 29:6,15	137:16,20 138:7,14	181:16 183:7 186:19
<b>ensuring (5)</b> 7:13 84:20	<b>ever (8)</b> 9:10 82:15	82:5	<b>fairly (1)</b> 151:5	138:20	139:9 141:7,10	<b>gear (1)</b> 171:22
89:8 92:20 93:6	107:7 143:4,4 180:13	83:12,16,18,19,25	<b>fairness (1)</b> 49:11	<b>finish (1)</b> 13:2	143:7,18,21	<b>general (10)</b> 5:14 7:4
<b>entail (1)</b> 36:11	189:4 209:3	84:3 90:24 92:5,25	<b>faith (1)</b> 56:25	<b>finished (6)</b> 14:20 83:19	145:13,13,14,17	9:14 16:4 48:10 88:16
<b>enter (4)</b> 23:1 208:15	<b>everyone (1)</b> 1:3	103:4 107:1 112:6	<b>false (1)</b> 81:12	101:7 186:10 194:4	147:11 148:16,18	113:1 118:11,12
211:7,10	<b>evidence (18)</b> 1:5 9:12	118:24,25 119:16	<b>familiar (9)</b> 3:3,3 5:4	199:20	151:23 153:18 154:23	215:10
<b>entirely (3)</b> 144:17	20:11 25:3 26:15	120:13,19	6:14 62:10,11 160:23	<b>finishing (1)</b> 84:9	190:19 195:21 196:7	<b>generally (2)</b> 161:4
158:3 190:8	57:15 65:9 68:12	121:2,4,6,13	187:21,22	<b>firm (4)</b> 79:10 88:21	198:20 202:14 205:20	181:9
<b>entitled (1)</b> 187:15	104:17 123:4 130:21	122:2,5,9,12	<b>far (14)</b> 11:2 12:17	89:1 198:21	206:14,15 213:16	<b>generate (1)</b> 35:15
<b>entity (3)</b> 18:6 34:16	140:14 141:19 161:18	140:10,12 144:14	14:17 16:8 26:7 39:7	<b>firmed (1)</b> 103:2	<b>forwardlooking (1)</b>	<b>generated (1)</b> 62:25
91:25	177:8 186:19 193:22	145:21 160:19 163:17	66:23 69:12 72:12	<b>firmlly (2)</b> 75:9 182:16	139:19	<b>gently (1)</b> 58:9
<b>entry (11)</b> 58:6 123:25	216:11	169:18 176:15 178:3	97:9 127:16,22 182:2	<b>first (44)</b> 1:24 2:2 23:10	<b>forwards (4)</b> 94:8 138:3	<b>gestation (1)</b> 53:18
124:6,11 156:12	<b>evolution (3)</b> 31:2	180:4 181:10	188:16	30:1 32:7 37:17	146:25 170:23	<b>get (57)</b> 1:14 7:18
166:21 180:21	140:23 141:8	<b>experienced (4)</b> 38:25	<b>fashion (1)</b> 135:5	67:12,20 85:8 102:4	<b>found (5)</b> 106:24	10:23 18:17 29:24
204:15,18,21 213:19	<b>evolved (1)</b> 14:21	103:6 120:5 121:7	<b>fault (1)</b> 158:3	115:4 117:6,11 129:20	108:5,6 133:8 202:5	30:6 31:21 38:17
<b>environment (2)</b> 106:25	<b>exact (3)</b> 5:17 100:1	<b>experiencing (2)</b> 77:14	<b>feasible (4)</b> 70:4	132:5 133:6 134:25	<b>four (2)</b> 80:3 93:15	40:11 50:25 52:2,3
171:20	119:18	119:20	215:3,5,19	140:1 149:2,18 158:3	<b>fourth (3)</b> 78:17 86:4	53:16 55:20 67:7 68:7
<b>envisaged (1)</b> 148:21	<b>exactly (5)</b> 42:14 96:17	<b>expertise (5)</b> 44:9 46:19	<b>feature (1)</b> 121:3	161:21 162:1,8,19,25	107:9	73:9,10 75:8 76:7
<b>equal (1)</b> 161:13	110:21 196:11 205:18	112:6,10 166:5	<b>february (16)</b> 4:8 14:19	167:24 171:13 184:13	<b>framework (26)</b> 44:14	79:11 80:3 89:14
<b>equivalent (1)</b> 172:5	<b>examination (1)</b> 68:18	<b>explain (31)</b> 8:2 10:4	23:2 28:2 34:18 66:18	186:12 188:9,23	55:14 61:11 62:4	90:12,16 97:16 104:18
<b>equivalents (1)</b> 162:22	<b>examine (2)</b> 45:18	11:18 48:10 49:20	124:2 150:17,19	191:22 194:23	69:4,7,9 107:21	110:19 111:10,10
<b>erm (8)</b> 31:15 53:25	47:19	50:8,16 82:6 93:16	166:22 167:11 168:22	195:8,13 197:21,22	108:1,3,6 109:13	117:23 119:11 120:4
72:15 116:18 130:7	<b>examining (1)</b> 77:20	100:12 111:1 121:24	170:4 182:13,20,22	199:9 200:16,18	112:21	143:20 145:20 148:11
178:8 200:24 203:16	<b>example (12)</b> 3:21 13:3	125:7,9 128:3,7	<b>februarymarch (1)</b>	201:20,21 204:23	113:16,17,20,21	154:12 155:24
<b>errors (1)</b> 15:13	14:12 18:1 29:3,6,16	140:22 145:17 147:13	149:6	<b>fits (1)</b> 190:23	121:20 156:18 160:11	165:14,23 169:20
<b>es (5)</b> 42:5,6 45:18	36:14,17 164:3 181:8	148:7,18 150:9 155:15	<b>fee (1)</b> 112:17	<b>five (8)</b> 121:19	171:4 172:19 174:22	174:5 178:19
94:23 95:14	210:9	159:4 169:21 171:18	<b>feed (1)</b> 169:5	130:12,19 131:1 148:4	175:4 178:7 184:3	188:20,25 190:16,20
<b>escalated (1)</b> 16:21	<b>exceeded (1)</b> 26:13	173:11 186:1 187:6,8	<b>feedback (2)</b> 41:8	201:4 212:17,22	<b>frameworks (15)</b> 62:4	194:11 197:5 198:4
<b>escapes (1)</b> 169:23	<b>exception (1)</b> 216:12	188:11	119:18	<b>flats (4)</b> 5:1 13:5 35:5	108:2,13,16 113:14	200:10,13 201:15
<b>essence (1)</b> 134:11	<b>excess (6)</b> 65:5,22,24	<b>explained (10)</b> 46:21	<b>feel (5)</b> 40:6 106:21	101:17	172:24 174:10	202:9 203:4 211:1
<b>essential (2)</b> 16:19	70:11 78:6,8	55:22,24 56:20 91:14	107:7 109:7 120:17	<b>flexible (1)</b> 86:22	175:17,20	215:7
80:16	<b>exchange (1)</b> 192:25	103:18 128:13 129:11	<b>feels (2)</b> 130:3 197:8	<b>flip (2)</b> 78:2 152:17	179:2,4,9,12,13 180:5	<b>gets (1)</b> 56:23
<b>establish (21)</b> 30:17	<b>exclude (1)</b> 10:5	151:8 154:22	<b>fees (6)</b> 93:12,18,21	<b>flush (1)</b> 44:9	<b>frank (2)</b> 94:15 143:6	<b>getting (26)</b> 32:4 44:1
31:22 33:2 171:21	<b>excluding (1)</b> 24:25	<b>explaining (5)</b> 77:13	112:17 149:12,24	<b>focus (7)</b> 18:23 77:24	<b>frankly (1)</b> 141:16	46:5 72:22,24 73:2
179:24 195:20,20	<b>executive (6)</b>	121:14 141:7 144:21	<b>felt (27)</b> 5:21,24	82:12 84:6 111:6,8	<b>frustrated (1)</b> 135:11	80:9,25 81:9 82:4
196:6 198:9 199:14	48:15,16,19 62:22	173:16	14:2,10 18:14	190:15	<b>frustrating (1)</b> 25:24	100:1 103:6 109:3,25
203:16,19,23 204:9,12	151:9 166:9	<b>explanation (1)</b> 186:5	19:20,22,25 29:5,10	<b>focused (8)</b> 91:24 92:3	<b>full (8)</b> 12:23 49:1,12	110:2,11 119:5,7
208:14 209:25 210:15	<b>exercise (17)</b> 43:24	<b>exploration (1)</b> 108:1	39:1,22 41:12 42:23	137:16,19 138:7	51:19 62:14 105:24	150:1 155:13 169:11
211:2,9 212:15	60:10 61:16,25	<b>explore (2)</b> 55:5 179:12	46:2 75:5 80:9 81:4	139:18 140:23 143:24	121:6 136:13	170:14 176:18,19
<b>established (4)</b> 145:22	62:3,12 68:13	<b>explored (1)</b> 120:18	107:4 108:7 109:2	<b>focusing (3)</b> 109:11	<b>fully (2)</b> 9:9 90:4	191:8 214:5
156:5 211:6,12	69:18,21,23 70:1	<b>exploring (2)</b> 175:19	119:6,23 137:17,20	111:9 214:2	<b>function (1)</b> 20:14	<b>gibson (48)</b> 3:24
<b>establishing (8)</b> 54:16	82:21 113:8,13 144:9	179:9	142:13 147:25	<b>follow (9)</b> 16:22 30:5	<b>fundamental (3)</b> 70:12	5:2,8,18 6:9,18 7:16
204:1,2 212:1 213:24	170:10 182:17	<b>express (2)</b> 91:10	<b>ferreira (2)</b> 48:5 193:2	73:16 118:5,10 153:25	77:8 121:17	8:6,19 9:21 14:6 15:4
214:4,15 215:18	<b>exercises (2)</b> 160:17	154:15	<b>few (4)</b> 23:12 66:14	154:8 155:14 166:7	<b>fundamentally (2)</b>	16:2 17:9 49:15 59:11
<b>estate (5)</b> 29:7 165:17	161:13	<b>expressed (2)</b> 25:14	82:18 177:5	<b>following (13)</b> 7:24	64:12 127:9	85:4 125:11,14,17,21
169:18 176:15 178:4	<b>exercising (1)</b> 106:1	99:16	<b>field (2)</b> 172:1 181:14	60:12,18 61:18 66:11	<b>funded (1)</b> 21:15	126:12 146:22
<b>estimate (10)</b> 56:14	<b>exhaustive (1)</b> 209:9	<b>expressing (1)</b> 87:21	<b>figure (10)</b> 23:2 31:12	70:8 116:10 134:8	<b>funder (3)</b> 20:23 21:25	147:8,13,19 148:8
76:4 85:13 169:4	<b>existing (15)</b> 55:14	<b>expression (3)</b> 96:1,8	32:1,1 149:11 203:4	153:7,7 182:14 194:17	105:7	157:18,22,25 158:8
174:7 178:18 179:25	63:21 68:7 71:16 77:1	121:15	206:6 210:18 214:12	205:5	<b>funding (3)</b> 21:20,21	182:8 190:10
203:1 208:6 211:20	81:23 158:22 160:11	<b>extent (3)</b> 18:9 77:21	215:12	<b>follows (2)</b> 127:1 154:13	34:12	202:17,22 205:22
<b>estimated (5)</b> 66:8,16	172:23 179:2,4 181:21	106:21	<b>figures (10)</b> 65:22 69:16	<b>foolish (1)</b> 130:17	<b>funds (1)</b> 105:8	206:18 207:3,25
68:5 78:12 204:7	182:11 199:8 201:11	<b>exterior (1)</b> 20:6	77:21 78:6 79:17,17	<b>foot (1)</b> 152:18	<b>further (21)</b> 28:15 55:7	208:1,19 209:19,22
<b>estimates (8)</b> 37:21	<b>expand (1)</b> 111:23	<b>external (1)</b> 79:13	149:20 150:4 207:18	<b>fordham (5)</b> 4:1 5:22	64:13 65:24 67:15	210:18,22,22 211:14
55:1,2 56:21 86:7	<b>expanding (1)</b> 136:1	<b>externally (1)</b> 151:3	214:10	94:25 95:4 124:5	72:21 73:1,10 74:6	213:7
90:23 178:20,21	<b>expect (6)</b> 4:17 13:21	<b>externals (1)</b> 168:1	<b>final (17)</b> 55:18 118:21	<b>forgive (2)</b> 153:19	78:8 80:8,14,22	<b>give (46)</b> 9:13 14:20
<b>estimator (1)</b> 207:24	16:18 47:18 85:15	<b>extremely (2)</b> 63:2	134:2 147:9 153:4,11	162:24	90:7,19 134:13 145:9	19:12 36:1 49:12,17
<b>et (3)</b> 22:4 63:23 152:22	131:14	130:17	154:12,16 155:5,24	<b>form (6)</b> 64:15 71:5	148:12 200:12 205:13	54:24 62:20 68:19
<b>eu (2)</b> 192:9 202:1	<b>expectation (1)</b> 76:18	<b>eye (1)</b> 77:24	156:3 183:3 190:12	147:9 148:22 153:11	215:8	69:4,17 111:11 114:19
<b>european (1)</b> 192:12	<b>expected (3)</b> 16:20		191:3,20 192:20	184:18	<b>future (1)</b> 33:18	115:17 124:23 127:10
<b>evaluated (1)</b> 163:16	25:21 69:13	<b>F</b>	206:12	<b>formal (7)</b> 94:10 145:8		128:6 129:1
<b>evaluation (10)</b> 188:20	<b>expecting (1)</b> 76:2	<b>face (1)</b> 64:14	<b>finalised (2)</b> 71:5 182:22	189:8,9,24 192:8,15	<b>G</b>	138:7,18,23 139:2
190:4,8,11,16,18	<b>expense (1)</b> 70:20	<b>facing (1)</b> 63:18	<b>finances (1)</b> 54:24	<b>formally (2)</b> 71:20		145:17 146:18 152:7
192:6,18,20 194:5	<b>expensive (6)</b> 54:21	<b>factor (7)</b> 27:10	<b>financial (14)</b> 27:5 46:5	213:20	<b>gap (15)</b> 79:18,23 81:17	155:17 156:21 158:21
<b>even (15)</b> 36:6 44:22	57:3 95:10,11	79:20,22 82:8 83:14	51:25 53:11 54:25	<b>formed (2)</b> 100:10	86:11 150:16,20,22	166:4 169:20 176:25
72:11,23 80:13 81:24	163:14,15	201:25 203:5		198:18	159:4 169:3 202:25	181:2,5,15 182:1,9,15

187:2 188:21 193:22	30:21 31:3,13 32:2	heard (2) 101:11 103:20	96:18 162:7 184:9	179:16 182:2 187:3	influence (2) 105:13	interviews (6) 182:25
203:1,4 206:6 210:12	33:2,22 34:1,20 35:3	hearing (4) 1:4,4	hope (1) 131:19	188:10 189:13 191:19	106:2	186:9,13 190:5,7
214:13 215:2	36:8 40:2 41:3,18 42:4	216:13,22	hopefully (1) 53:3	194:8 200:3 201:15	inform (2) 143:20	192:19
given (27) 7:2 9:10 15:9	43:23 45:3,16	hed (3) 7:2,2 15:4	hours (2) 131:13 173:13	209:18 210:20 215:7	181:11	intimately (2) 189:25
18:15 40:12 46:16	46:11,17,20 47:10	held (2) 10:10 116:11	house (1) 11:12	imagine (1) 52:14	informal (1) 186:20	190:1
60:16 61:1 70:1 71:2	48:6 49:14,23 54:14	help (17) 20:13 28:22	housing (19) 5:4 30:12	immediately (2) 71:17	informally (3) 185:21	into (39) 18:11,13,22
103:5 121:21 144:7,18	63:9 64:24 74:9 75:10	33:18 34:22 59:17	34:6 35:9 105:4	172:9	186:1 187:7	19:15,21 23:1 24:4
145:7,11,23,24 154:12	93:1 94:20,23 111:18	63:10,11 116:15	112:6,10,14 162:12,13	impact (1) 11:14	information (12)	29:8,15 36:23,24
161:13 169:8 185:23	112:1 130:18 151:10	118:12 147:18 148:12	163:7,19 164:4,6	impasse (1) 55:3	31:11,25 46:13 55:12	37:8,10 44:25 60:15
186:20 188:12 192:8	152:2 160:16 167:2	165:4 167:20 171:24	166:14 183:14,24	implications (7) 17:20	75:13 114:22 125:1	71:8 76:13 88:7
200:2 207:7	168:23 170:10,23	172:18 191:15 209:1	184:15,24	19:2,7 20:5 29:11,12	143:19 152:5 172:15	93:1,15 94:1 103:6
giving (11) 72:12 73:20	171:11 172:16 186:3	helped (1) 79:10	however (4) 64:7 65:2	53:14	185:23 186:20	106:6 113:6 122:9
75:19 76:19 96:9	187:16 189:1,16	helpful (1) 113:10	67:14 202:1	important (17) 14:3	informed (4) 85:12	128:15 133:8 142:22
109:9 120:6 133:20	197:17 209:6 210:5	helps (1) 64:18	huge (1) 53:3	38:5 39:23 68:11 84:6	158:15,25 159:6	144:5 158:22 178:4
146:15 193:12 200:5	gtrp (2) 69:5 78:1	henton (22)	human (2) 83:22 84:5	98:23 107:14	informing (3) 95:18	191:16 193:7 199:15
global (1) 94:12	guarantee (2) 4:24	164:14,15,24 165:4,24	hundreds (1) 172:2	108:21,22 109:21	97:17 151:14	203:5 208:15 211:7,10
gloss (2) 96:15 139:21	70:21	170:21,25 173:12	hyde (8) 161:22	110:6 111:2 121:25	informs (1) 197:20	213:19
goes (10) 21:22	guaranteed (1) 90:12	175:24 181:3 184:12	162:12,13 163:1,7,19	122:7,13 130:5 195:15	infrastructure (1)	introduce (1) 195:16
22:15,16,17 88:19	guest (2) 193:13 196:21	193:2,12 194:3,18	165:15,17	imposed (1) 160:23	100:25	introduce (2) 64:20
108:20 112:8 115:16	guidance (5) 31:11,25	195:7,16,24 196:21,23		imposing (1) 141:11	inhouse (5) 12:19,22	90:3
185:20 189:10	36:6 65:11 151:22	197:3,16		impractical (1) 17:25	13:10 161:1,2	investment (1) 101:9
going (113) 1:4 3:8 4:7	guise (3) 64:10 71:16	hentons (2) 193:14		impression (8) 7:19	initial (7) 45:5,12 49:5	involved (8) 33:20
5:2,11,15,19 7:7 8:12	77:7	196:9	id (16) 7:4 10:21 16:12	18:17 75:8 100:10	107:25 127:15 191:15	89:12 127:12 176:6
16:24 18:4,16		here (68) 7:5 10:12	29:1 41:8 44:12,18,19	128:4,25 144:4 147:20	201:1	189:25 190:1,16 202:9
19:15,25 20:1 22:13		13:19 19:11 21:16,23	52:16 88:10 109:24	improper (7) 186:14,22	initially (2) 45:10 94:1	involvement (3) 102:8
24:20 25:1,20 26:10		33:9 49:19 51:12	165:15 176:14,14	187:1,2 201:21,24	input (2) 36:22 37:8	190:4,10
30:4,8,9 36:11 37:16		53:7,21 60:8,17	181:7 184:10	202:3	inquiry (6) 1:19 130:17	irregular (3) 186:21,25
38:9 40:6 41:13	hadnt (22) 8:9	72:19,24 73:2 74:14	idea (14) 18:4 73:21	improve (1) 69:14	161:18 164:1 194:15	200:21
42:7,10,25 44:1 50:3	39:8,15,21,21 40:10	75:24 76:15 80:2,20	96:9,9,13,23 116:22	inability (2) 61:3 65:3	217:5	islington (2) 165:18,18
51:2,23 53:12 54:21	41:6,21,22 42:11 43:4	82:1,5 83:15 88:8	143:15 159:22	inappropriate (1) 56:16	inside (1) 107:4	isnt (25) 17:12 43:18
57:13 60:6 68:11	76:10 90:14	92:2,23 93:22 99:24	170:9,12 201:7 214:13	incapable (1) 64:14	insight (3) 14:21 106:6	56:22 70:4 78:22 79:2
71:23 72:7 73:4 84:14	119:1,2,15 144:13	100:4,15 102:9 108:25	215:1	include (5) 23:7 30:21	178:4	89:22 107:20,21 110:8
88:4 90:12 91:17	147:11 152:5 169:7	110:1,11 117:20	ideally (1) 81:20	31:14 132:8 152:21	insightful (1) 106:24	115:13 118:22,23
95:11,12 97:11,14,20	189:2 190:1	118:22 119:3,17,23	ideas (6) 199:23 205:20	29:12 32:3 67:23	installed (2) 18:2 95:3	126:17 136:4,17 140:4
98:2,5 101:6	half (1) 23:10	120:21,23 128:16	206:14,15 214:24	207:12 208:9,10	instance (1) 176:19	143:16 150:3,13 154:3
102:11,18,22 103:9	halfway (4) 17:6 48:6	133:7 138:6 141:20	215:16	includes (2) 15:19	instead (3) 60:14 129:3	173:9 175:14 178:12
107:8 108:11 118:23	56:4 77:3	145:12 146:5 149:12	identified (11) 2:21	149:12	200:4	210:6
119:1 127:15 129:12	hamper (1) 63:6	153:14 155:13 159:20	61:11 64:3,8,23 71:11	including (11) 15:19	institute (1) 183:14	isolation (1) 62:15
130:16,24 131:9	hand (1) 120:13	160:2,9 161:16	77:25 93:2 205:14	22:23 23:21 24:12	instruct (1) 94:6	issued (9) 114:6,9 116:3
137:19,20 141:7,7	handled (1) 97:9	169:1,11,22 174:3,4	209:14,16	35:4 66:9 71:18 78:13	instructed (2) 208:1,18	181:4 188:15 192:19
142:17 145:7 146:2,3	handover (2) 26:6,7	179:8 181:23 184:24	identify (2) 108:2	83:25 135:24 214:22	instructing (2)	194:8,22 211:20
147:11 148:14,16,20	happen (1) 14:16	185:11,15 194:13	116:15	inclusion (1) 65:15	138:16,17	issues (38) 3:20 9:6,14
149:25 153:8,14,15,18	happened (10) 47:8	203:24 210:25	identifying (2) 209:15	income (2) 35:15	instruction (4) 30:9	12:10,11 13:6,20
154:24 155:21 159:19	87:19 93:20 103:15	hers (1) 36:12	211:21	207:13	36:6 133:20 139:23	17:24 18:5,8
160:12 169:9,25	106:9 128:19 129:13	hes (5) 104:12 125:17	identity (1) 188:10	inconvenient (1) 176:24	intended (1) 182:5	29:1,3,5,10,12 38:8
171:17 177:3,4	140:4 142:14 183:15	147:22,23 174:9	ie (1) 4:25	incorrect (5) 100:20	intending (1) 88:16	44:1,9 46:6 54:18
194:8,12 195:21 196:7	happening (1) 178:10	185:11,15 194:13	iese (2) 44:14 113:21	128:16 137:9,10,11	interest (2) 21:20,21	59:15 61:1 63:18
197:5 198:4,22	happily (1) 140:16	203:24 210:25	ill (7) 25:14 35:20 46:15	199:11 211:11	interested (8) 23:10	72:17 74:21 79:6
200:9,13 204:6	happy (3) 72:10 131:22	hidden (2) 49:16 168:1	114:23 115:20 136:6	incur (1) 70:20	103:15 148:7 158:20	83:25 94:24 95:1,3
205:12,15,20	176:23	higgins (1) 69:14	171:14	incurred (1) 93:22	159:25 160:5,10	99:16 106:24 111:7
206:11,14,20 210:25	hard (4) 147:4,14,21	higher (5) 55:2	illegal (1) 202:2	independent (3) 146:16	211:13	140:10 153:14 204:4,5
216:6,8	148:9	56:13,21 67:13 211:21	illegitimate (1) 56:24	165:9 166:4	interesting (1) 98:14	210:13
gone (4) 90:21 165:24	hardinge (1) 4:8	highest (2) 192:3,5	illustrative (1) 214:13	independently (1) 85:22	interests (1) 15:12	issuing (2) 134:6 181:1
189:14 201:5	haringey (9) 163:19,22	highlight (1) 63:7	im (81) 10:24 13:1,23	indepth (3) 7:10,23	interface (2) 18:22	item (7) 11:4 48:6
good (23) 1:3,9,10,20	164:16,25	highprofile (1) 165:19	16:24 21:22 22:13	9:24	203:9	49:16 86:20 132:5
30:12 31:6 50:21	165:2,3,5,24 166:8	highrise (4) 44:10,23	23:10 25:8 26:10	index (1) 217:1	interfering (2)	152:14 187:25
56:25 57:22 76:5,7	hasnt (1) 137:5	81:20 83:12	31:20 43:20 45:17	indicate (2) 70:12 182:4	138:22,25	items (15) 30:24
95:24 96:23 106:25	havent (6) 29:17 62:9	himself (1) 195:17	51:13 54:21 57:6 59:6	indicated (3) 65:12	interim (2) 99:3 192:19	36:6,7,10 48:25 58:25
122:21 131:11 135:11	103:12 128:17 133:4	hindsight (1) 101:12	60:18 61:19 73:15	198:2 200:8	interjection (1) 102:12	86:17 166:23
163:17,17 172:13	143:4	historic (2) 44:25 135:9	84:5 87:14,17 90:6	indicates (2) 96:13	internal (13) 35:4 95:2	198:12,13 210:2 212:9
177:2 216:1,19	having (19) 9:12 12:21	historically (1) 67:13	91:6 97:2 100:1	208:1	98:12 109:16 127:23	214:11,21 215:12
grant (1) 207:13	18:6 28:23 31:18	history (4) 31:5 66:5	103:15,19 104:4	indicating (1) 207:9	128:16 139:13 143:17	iterations (6) 60:3,5
great (3) 101:1,4	43:21 81:6 108:10	129:6 133:15	113:25 118:4,4,9	indication (2) 63:21	148:15,15 154:5 171:8	62:16 136:1 141:5
189:14	109:11 118:13 125:17	hitherto (1) 49:23	119:9 120:11	118:24	197:16	148:4
greater (11) 18:15	135:1 139:1 141:23	holborn (1) 99:2	129:5,6,24	indications (2) 63:3	internally (3) 128:24	iterative (2) 76:18
116:16 132:8,10	169:18 178:3 195:17	holistic (1) 19:1	130:2,3,14,24 131:9	136:14	187:10 205:7	140:18
152:21,23 157:16	214:7 215:1	homes (20) 13:6 33:11	133:3 138:16,16,17	indicative (1) 207:16	internals (1) 168:1	its (111) 3:3,6 10:6
167:19,20,22 208:6	head (2) 35:21 105:3	35:8 36:16 38:1,25	147:18 148:6 150:19	individual (2) 36:13,25	interpreting (1) 121:15	11:20 13:24 22:12,15
grenfell (68) 10:17 17:7	heading (4) 11:4 68:3	49:16 71:19 74:25	155:13 156:11	inference (3) 10:1 109:1	interrogate (1) 9:2	30:11 31:21 32:8
19:13 20:22 21:2,8,25	headings (1) 93:10	99:21 101:10,23	157:13,23,23 158:15	149:22	intervening (1) 116:10	48:7,15,15 49:10
22:20 24:24,24	heads (1) 14:9	164:16,24 165:2,4,24	160:12 161:8 164:20	inferences (1) 128:15	intervention (1) 135:12	50:18,18 56:19,22
25:2,16 26:14	headsip (5) 14:13	166:8 168:1 172:3	166:16		interview (2) 186:10	57:6,9 58:7,9,9 60:19
27:11,17 28:6,24	181:2,5,16 182:9	honest (5) 59:21 80:23	169:9,9,11,11,23		190:12	61:23 62:14 64:9,15
	hear (2) 96:15 131:19		175:2 176:22,23 178:1			

66:20 71:16 72:3	99:16 100:5,19 105:1	24:4,10 25:6 27:3	101:18,20 103:4	leaving (2) 40:23 160:6	line (14) 20:11	113:25 114:20,20,24
73:14 76:7 77:7 78:22	106:11 110:5	31:16 33:16 35:24	105:1,2,3 106:11,24	led (12) 14:22 45:11,21	104:18,23 124:4	115:10,18,18 118:23
84:6 86:6 89:13 93:3	116:11,17,21 118:8,14	39:2,15,16 40:8	109:6,9,25 110:5	46:6 74:5 83:6,10	126:1,13,16 141:23	119:3,17 124:24,24
96:6,8 98:9,10,11,12	155:19	44:22,22 50:20	116:11,17,21 118:8,14	84:13 100:14 102:25	151:18 169:15 175:3	125:2,5,7 126:12
104:7,9 108:7,25	joined (4) 13:13 22:12	51:16,17 52:8	155:19	115:2 144:17	185:20 188:12 211:11	129:14,16 135:2,20
110:1 112:7 115:2,12	23:12 176:16	53:21,24 54:5 58:9	lauras (1) 33:15	left (8) 5:25 15:12	lines (2) 110:6 188:4	137:18 139:4 140:20
117:1 118:7 122:18	jotting (1) 111:19	62:2 88:17 94:4	lawrence (1) 3:21	17:17 28:5 76:18	lingering (1) 131:21	141:20 142:16 146:7
127:3 128:1,11 130:24	journal (1) 192:12	96:4,17,18 97:19	lead (3) 78:21 135:23	125:17 165:24 215:5	link (5) 18:2 19:4,9	147:10,24 153:21
133:8 136:5,6,21	judella (3) 48:5 193:2,7	101:10 103:11 110:10	214:11	lefthand (7) 17:16	95:3,15	156:1,12 157:23
138:25 144:6 146:23	judgement (3) 83:5	111:4 114:12 115:2	leadbitter (128)	58:11 135:2 137:2	linked (1) 92:22	171:19 172:23 173:23
147:9 148:6 149:25	84:17,19	116:20 119:24 129:25	22:10,23	167:2 180:22 204:17	links (2) 30:2 171:21	174:1,8,16,21
150:13 153:11,19	july (6) 2:1 3:12 157:19	133:2 141:9,12,16	23:7,20,21,24	legal (7) 70:15,17	list (22) 2:4 10:25 11:1	175:15,16,20 177:21
157:19,21,22	159:7,9 180:22	143:3,21,25 145:20	24:12,19,23,25 25:10	190:21 201:1,13	22:23 23:21 24:12,25	179:1 191:21 197:2
158:3,11,11 165:3	jump (1) 63:15	148:4 151:11 156:7	27:10,11,16 37:15,21	202:1,15	59:15 60:9 78:17	203:16,24 204:8
166:11	june (22) 99:2 132:3,24	159:8,9,18 162:3,9,19	38:20 40:1,14,17	legalities (1) 70:16	135:3 136:24 166:23	208:12,14 209:25
176:3,6,12,22,24	133:1,18,21,25 134:2	164:20 165:14	41:9,23 43:5,22 44:4	leisure (3) 20:17 23:4	167:1,23 168:15	211:25 212:12 213:23
178:20 184:9 185:17	135:1,19,20 139:23	166:11,16 167:8	46:14,17 52:21,22	136:16	183:19,22 209:9 210:2	looks (15) 50:15
186:15,24 187:4,14,14	141:22 146:24 147:8	170:12,18,19 171:15	53:10 54:20,23	length (1) 38:16	212:9 214:21	59:7,15 104:19 109:15
189:7,8 191:3,24	152:13,17 153:6	172:4 173:22 176:5,13	56:4,10 59:2 60:14	less (8) 42:6,9 78:24	lists (1) 23:8	112:23 126:8,15
195:15 206:1,1,17,19	154:13 155:22,24	180:23 181:20 182:2	61:4 67:9,15,16	136:4 137:21,22	literally (1) 15:2	128:19 133:9 167:5,9
209:6,12,13 210:6,20	159:5	183:15,15 184:9	69:10,15 70:14 72:23	149:24 157:14	little (25) 11:19 16:25	189:8 195:24 209:13
214:18 215:4 216:5	justification (7) 127:10	185:19,23 188:16	73:8 74:4,10 75:3,4,20	let (21) 27:14 46:9	21:16,22 55:5,7 58:24	lose (4) 111:8 185:22
itself (10) 3:16 12:20	128:6,8 137:24 138:10	189:7 190:24 191:3	77:16 78:23 80:13,20	60:20 141:13 142:7	60:20 63:14 76:13,17	186:3,21
21:8,9 75:4 132:19	139:6 140:3	194:11 197:1 210:18	81:3,15 83:3,7 84:14	144:6 153:19 155:17	77:20 87:14 93:19,25	lost (3) 70:24 118:4
160:13 179:15 185:12	justified (1) 129:1	211:13 215:21	85:11,13 90:3,13	161:14 169:10 171:15	110:3 113:23 114:2	158:2
213:3	justify (3) 79:18 127:15	96:17	91:10,17 92:9,13	175:9 180:23 182:2	129:5 137:18,21	lot (18) 19:8,14 31:5
itt (1) 182:22	129:9	known (3) 34:3 90:5	98:1,20 102:4,6,11,17	187:15 188:2,21	148:12 170:4 182:15	43:18 69:19 71:6
ive (34) 19:8 23:9 25:14	justifying (1) 129:13	96:17	103:1,6,17 107:11,16	189:1,11,15 191:8	196:22	72:10 97:6 110:2,17
26:12 46:21 68:25		41:11 70:23 116:5	109:1 113:20 118:20	lets (43) 4:18 11:2	live (1) 101:4	130:2 142:12 143:10
71:6 72:10,11	K	166:13 186:6	119:2,3,12 120:17	25:11 36:22 37:18	lj (1) 59:8	148:5 155:16 162:12
103:12,18 105:24		known (4) 20:18 161:19	124:8 127:12	50:6 62:19,21 63:14	loathe (1) 130:15	163:8 184:5
106:8 107:7,10 117:1	kalc (19) 20:18 21:4	163:16 192:17	136:12,20 137:25	70:9 76:13 104:17	lobby (1) 18:2	lots (2) 49:25 62:15
133:3,13 134:18	22:20 23:1 27:6,10	kotecha (1) 167:7	138:5,10 144:10	111:10,10,13 115:24	local (4) 31:4,8,17	lower (3) 58:24 91:16
140:10 143:3 147:16	29:23 31:5 45:1 46:5		145:22 149:8,15,19,24	132:1 134:19 141:17	65:16	118:22
160:19 162:10 163:7	72:23 80:6 92:24,25	L	150:15,25 151:9	149:3 156:9 161:16	london (1) 193:17	lowest (1) 82:18
164:12 169:17,17	103:7 135:10 136:16		152:1,4,15	172:8 177:2 183:12	long (15) 12:16 25:24	ltd (1) 197:20
171:25 185:17 186:9	151:9 198:18	lack (10) 37:24	153:1,3,9,15,22	184:11 187:14,24	73:4,14,25 81:4	lubrication (6) 127:10
209:3,11 214:8	kalcappleyards (1)	38:12,19,19,21 44:23	154:1,25 155:23	188:9 189:18	90:15,17,25 97:16	128:3 129:1
	22:17	46:1 61:5 111:6 152:9	156:3,7,21 157:3	191:1,4,20 192:23	117:3 129:5 166:23	141:13,15,16
	kc (5) 184:16,22,25	lacked (1) 38:3	158:19,25 159:6,13	194:12 196:20 200:12	199:22 200:5	lumpsum (1) 169:8
	185:14 205:12	lakehouse (1) 69:14	160:3,7 167:5,11	202:14 205:15	longer (16) 22:21 23:19	lunch (6) 122:25 193:16
	ktcmo (4) 51:13,14	lancaster (1) 29:7	178:15,18 179:8	206:22,25 209:4	24:22 53:16 75:2 81:5	195:11,25 196:8,16
	171:22 195:14	language (1) 137:21	203:10	214:19	95:13	lunchtime (1) 185:12
	keen (10) 40:11 83:8	large (5) 101:9 110:10	leadbitters (61) 25:24	letters (1) 117:16	110:3,6,12,12,13	
	98:20 102:3,5,25	160:19 172:4,6	26:9 28:10 35:23	level (9) 19:13 35:12	117:22,23 134:7 216:5	M
	103:16 107:11,16	largerscale (1) 171:23	37:23 38:9	36:3,9 67:22 83:22	look (54) 1:23 2:1 4:18	m (5) 65:22 67:20 78:6
	197:4	last (11) 4:21 56:19	39:7,13,16,18 40:10	86:7 88:13 101:9	17:5,16 22:9,18 24:21	205:20 206:14
	keep (6) 84:3 98:17	125:23 126:2,14,15	41:17 42:3 45:16,22	lhc (8) 61:11 69:7 70:4	48:6 49:4 51:2 53:5	maddison (55)
	100:15 123:15 127:12	134:8 185:12 187:17	52:1,15 55:11,23,25	108:1 113:14 170:14	54:20 55:18,19 58:24	1:5,6,8,9,20 15:7
	163:20	190:5 191:25	56:11,20,23,24 61:6	175:20 179:14	60:6 64:21 66:16	45:14 52:5 57:13
	keepmoat (2) 181:18,19	late (9) 27:15 80:21	65:23 66:15	lift (3) 18:1,2 19:13	76:15 77:3 78:3 85:8	58:1,4 69:20 81:13
	kensington (4) 20:17	135:8 137:1 142:1	67:3,11,21 70:23 71:4	lifts (3) 95:2,2,15	86:15 90:10 94:11	98:15 100:4 104:25
	116:12 136:15 197:19	161:23,24 163:1	78:7,20 79:1,14,17	light (11) 15:7 27:1	104:17 111:16 112:5	105:3,6 110:15 120:22
	key (15) 30:16	182:22	83:8,10 91:2,8 92:24	75:23 134:12,16	117:11 136:23 137:2	122:24 123:12 125:15
	31:16,17,17,18,23	later (9) 22:12 27:8	98:4 110:21 112:20	139:11,12,17 140:2	141:17,23 150:14,24	127:14 129:7 130:6
	37:1 53:13 74:25	59:25 68:12 101:12	124:5 145:1 150:4	156:10 171:10	152:13 156:9 158:3	131:7,15,17,19 133:18
	83:17 85:7 93:8 117:8	150:20 170:5 173:13	151:6 158:15 159:20	like (39) 7:2,19 11:8	172:14 178:24	142:8,9,15 148:13
	118:18 120:21	194:22	167:12,19 169:3,6	12:3 13:5 19:16,25	187:14,16,20,22,24	150:2 171:2,12
	kicked (1) 73:10	latest (3) 67:2 78:19	174:7 176:20,21	22:25 25:20 50:15	204:14,16 207:10	173:8,14 176:6,25
	kicking (2) 98:21	79:1	178:21 179:24,25	57:18 59:7 86:1	211:8,24 212:3 213:16	177:3,16,20 188:17
	107:12	latter (1) 22:22	leading (2) 210:4	103:21 104:5 109:15	214:18	197:19 199:22 201:14
	kind (2) 6:20 15:8	laura (71) 20:16 21:4,6	215:12	115:8 126:9,18 130:9	looked (12) 30:22	204:10 207:7 213:8
	kinnier (1) 20:12	22:10 24:16 25:13,20	leads (1) 132:16	134:17,23 136:23	77:5,23 89:11	215:8 216:5 217:3
	kitchens (8) 35:5 36:15	26:17,25 28:5,23,25	learn (6)	138:9,11,16 145:25	97:23,24 104:5 121:11	main (9) 7:12 37:23
	87:16 98:18 100:17	29:10,23 30:6,11	27:9,16,19,21,22,23	148:11 150:25 151:2	124:19,21 152:19	54:23 72:20 82:17
	101:8,16 102:1	31:6,10,25	least (14) 9:5 23:15	157:7 167:9 172:5	160:14	92:9 132:10 152:23
	knew (14) 24:8 94:3	32:10,11,24 33:8,20	25:2,13,16 61:2 62:10	189:9 196:4 197:8	looking (80) 3:10 9:18	162:22
	106:25 161:17	34:6,17 35:1 40:24	74:14 105:25 128:25	200:4 206:9 207:10	10:24 13:12,19 20:10	mainly (1) 163:13
	162:20,21,21 165:15	46:4 53:1,6	144:8 177:6 192:14	liked (1) 56:17	29:20 31:24 33:6	maintain (2) 70:10
	170:18 181:6 192:14	54:11,14,19,20	214:11	likelihood (2) 4:22 9:20	35:2,13 46:18 54:7	95:12
	208:5,6 212:8	72:5,21 74:1,1,8,21	leave (7) 24:21 132:23	likely (5) 86:6 98:24	59:19 62:3 69:1 77:10	maintenance (2) 13:14
	know (95) 3:1 5:9,14	75:9 87:18,20	133:14 156:11 157:3	115:12 122:21 158:20	81:18 87:2,15 94:7	162:17
	6:5 7:25 8:6 9:14	98:11,16 99:16,20	165:4 191:6	limited (2) 25:3 192:11	99:3 108:13,14 109:17	major (2) 48:16 105:7
	14:18 16:6,17 23:18	100:5,8,19,23,24				

majority (1) 210:8	95:4 124:5	mention (1) 173:6	mo (2) 167:7,7	moved (1) 163:19	negotiating (5) 25:7	nowhere (1) 149:19
making (12) 31:20	maxfordham (1) 94:16	mentioned (11) 2:3	moment (13) 33:24	moving (7) 94:8 113:23	52:20 74:4 75:20	number (34) 1:25 10:10
35:21 74:24 110:11	maybe (26) 11:1 25:7,7	26:6 53:2 92:8 95:4,15	36:1 43:21 57:10	114:2,3,3 171:13	201:9	12:16 17:2,24 27:25
140:5 142:23 153:11	28:13 34:22,23 62:7,7	108:16 169:12,12	63:15,16 71:8 77:23	214:6	negotiation (12) 23:24	29:1,10 31:15,16 35:1
189:23 192:3 195:21	87:19 92:24 93:1 96:7	172:21 216:12	89:10 152:19 173:3	much (27) 1:16 16:3	40:5 53:10,11 67:18	45:20,23 60:3,5 69:8
199:17 202:8	100:1,3 111:3,3,6	mentioning (1) 13:24	191:1 205:23	18:14 36:12 46:3	80:4,5 85:11 86:5	79:6 116:14 117:5,6
manage (1) 5:3	112:9 136:22 141:5,8	message (4) 158:7	monday (14) 190:24	57:18,20 81:5 82:15	90:13 110:22 119:21	119:22 122:15,17
manageable (1) 95:13	155:14 167:25 169:19	193:8 197:17 202:22	194:21 195:9 202:15	87:10,12,24 88:9	negotiations (1) 25:23	135:22 136:1 155:17
managed (3) 135:6	191:14 194:9	met (12) 87:3 92:1	207:15,22 212:5	123:5,19 136:4 146:2	neither (1) 44:19	160:21 165:16 180:17
136:9 180:14	meal (5) 193:16 194:13	127:17 128:12 161:21	213:13,14 215:9	157:14,16 171:22	network (1) 171:15	198:12,13 199:23,24
management (7) 21:11	195:11 196:11,17	162:1,6,25 163:3,9	216:8,17,19,23	175:22 177:8,18	networks (1) 179:10	204:5
58:19 92:14,15,17	mean (38) 3:16 11:22	165:15,20	money (66) 52:4 67:9	181:14 215:14	neutral (5) 36:23	numbered (1) 60:9
93:7 162:16	13:12 19:13 29:19	met00070907 (1) 151:2	81:8,12,17 82:2,3,7,8	216:16,19	136:5,6 137:16,21	nursery (10) 5:1 35:14
manager (3) 188:12	30:11,18 32:18	met000709075 (1)	84:21 90:1,11,12	must (1) 92:22	never (17) 4:7 6:17	36:4,11 98:18
189:23 207:23	34:10,15,16 51:21	151:4	98:2,5,23 107:14	myself (3) 5:7 207:22	19:10 26:6 92:1 98:4	100:16,22 101:2 102:1
managers (1) 196:5	52:18 54:8 75:17	method (2) 83:25	108:22,25	214:2	106:23 107:7 132:21	168:2
managing (2) 92:23	84:7,8 93:19 95:21,22	156:16	109:2,3,10,21,25		162:10 163:11,12	
161:3	117:20 119:4 120:6	mid (1) 193:18	110:1,1,2,3,7,9,9,10,16,17,20,23	N	164:12 189:5,6	O
manchester (2)	121:18 128:11 139:12	midapril (2) 196:12,14	111:1,11 117:8,16,24		209:4,18	
164:11,12	140:21 143:3,12,15	middle (7) 61:10 63:17	118:3,14,19 119:12	name (8) 39:6 92:2	newbuild (1) 38:24	objected (1) 159:22
many (1) 78:15	149:22 161:24 164:6	66:19,24 157:24	120:7,8,11,13,16	151:11 169:12,12,23	newsletter (4) 95:18	objections (1) 158:16
march (60) 17:4,10	178:13 181:24 196:4	159:7,9	121:15 122:1,4,8,11	170:16 173:7	96:9,20 97:10	objective (3) 98:22
47:25 54:1 58:7,7,9,23	213:22 214:23	midfebruary (1) 170:9	132:10,13 140:9,24	namely (2) 113:13	next (18) 22:24 52:25	107:13 111:2
59:18,25 74:19 75:22	means (5) 23:7 51:23	midjuly (1) 159:3	144:23 149:9,17,21	206:16	55:10 58:14 67:7	objectives (2) 136:2
99:22,25 102:15	88:16 156:13 172:19	midmarch (2) 14:24	150:1,5 152:23	names (1) 181:15	76:22 112:24 119:19	138:19
150:17,20 182:14,25	meant (4) 51:12 97:18	196:16	monitor (1) 5:5	narrative (2) 150:19	152:24 166:24 168:15	obligations (1) 160:23
183:4,7,12,14 184:13	105:1 119:24	might (28) 15:3 27:1	month (5) 22:12 59:25	154:5	197:15 198:1 203:11	obsolete (2) 114:22
186:9 187:11,13	meantime (2) 154:24	33:13 36:12 50:13	75:22 102:9 145:9	narrow (1) 26:13	205:6 206:15	125:1
189:11 190:16	216:10	61:7 63:11 69:4,17	months (8) 27:3 37:15	natural (2) 212:19	207:19,19	obtain (1) 130:18
191:4,21,25 192:23,25	measure (1) 67:24	72:25 75:2 80:7 81:5	40:6,13 80:3 81:2	215:24	nick (1) 48:4	obvious (1) 63:3
193:3 194:5 195:9	meet (20) 17:18 18:19	96:14 108:17 111:18	93:15 152:6	nature (4) 13:9 31:19	nobody (4) 14:2	obviously (8) 22:13
196:21 197:3,15 200:9	35:8 59:1,7 101:10	120:3 128:4 138:15	moorebick (52)	37:25 189:12	15:7,12 180:16	29:17 105:8 116:20
202:18,19 203:12,14	138:18 162:4 163:6	158:17 159:21 160:10	1:3,9,11,14,17	natures (1) 48:17	noise (1) 130:2	121:5 181:12 188:19
204:11,15,18,21	164:3,7,9,14 165:13	174:11 179:12 180:5	47:17,23 57:8,11,18	near (3) 73:5 76:11	noises (1) 123:14	195:16
205:8,21	193:8 195:6,20,22	181:1 202:4 207:24	58:1 122:21,24	134:13	none (3) 9:9 13:15	occupants (1) 120:14
206:2,16,22,23,24	196:6 213:12	millett (33) 1:18,20	123:3,8,12,14,18,21	necessarily (12) 4:18	145:3	occupation (13)
207:4 212:5 213:6	meeting (104) 1:25	47:24 57:5,9 58:4	130:1,6,8,11,24	9:16 35:15 40:7 98:19	nonetheless (1) 76:9	38:4,13,25 41:10,25
214:9	2:3,22 3:6 7:24	122:22,23 123:21,22	131:3,7,12,17	100:18 109:23 120:6	nonexecutive (7)	80:11 81:21 83:13,16
margins (1) 215:21	10:10,13 11:8,9,11	131:2,9,11,16,19	148:11,19,25	142:5 144:14 148:20	163:23 164:15,24	91:20 120:20 122:15
maria (1) 59:13	12:14 17:8 22:24	148:11 149:1,2 157:17	156:11,16,23	181:24	165:9 166:1,5,8	172:3
mark (11) 20:10 21:6	29:22 49:1,15 54:2	164:20 175:2 176:22	157:1,6,10,15 175:1	necessary (7) 5:25	nonne (2) 6:12,21	occupied (1) 91:15
25:22 26:6 39:17 40:8	55:16 59:18,20 60:1	177:2,12,19,20	176:24 177:3,11,16,18	8:21,23 9:1 41:12 87:7	nontechnical (1) 146:4	occur (3) 42:19
45:4 52:13 88:12	72:4 74:19	191:19,20 212:17,25	191:6,13,18 212:20,24	141:15	normally (3) 10:25	89:19,19
112:24 113:16	85:1,6,21,23 94:14,15	213:1 215:24 216:3	216:1,4,16	need (31) 3:7 6:11,20	191:7 216:6	occurred (2) 35:3
market (13) 42:17 46:8	96:19 97:8 98:10,14	million (19) 64:25 65:5	more (56) 6:2 11:19	11:13 41:21 42:7 53:4	note (28) 2:21 6:3	186:13
80:11,12 84:21,22	99:1,7,14,25	66:18,19,20,23	15:18 16:10 19:1,22	54:21 69:15 80:19	11:1,8,11 54:6,7 55:7	oclock (5) 123:1,8
89:9 109:3 110:25	102:4,15,20 103:25	78:1,13 82:22 83:4	20:2 26:10 42:6,9	86:15 92:13 94:8,17	58:12 59:16,18 85:22	205:8 216:17,19
179:10,19 180:4 201:7	104:12,14,15,20,23	149:10,20,23,24	46:3,9,15 50:12,18	99:6 101:21 110:2	93:10 96:7 97:24	october (2) 1:1 216:23
marks (2) 28:20 192:5	106:5 112:12,24	150:15,16 168:7	54:20 55:5 57:3 60:20	111:23 114:1 123:18	102:15,19 109:16	oddity (1) 132:2
martin (52)	113:3,4,7 115:11,14	210:24,24	63:14 66:20 68:16	145:9,15 153:10	111:19 113:2,5	offer (2) 186:5 206:15
1:3,9,11,14,17	116:10,16 117:13,25	mind (11) 6:17 40:3	70:1,12 72:11 77:20	158:17 167:16 172:18	115:11,12 120:24	offered (5) 11:25 15:9
47:17,23 57:8,11,18	118:2,9,13 120:24,25	67:10 69:21 71:19	80:3 86:6,25 89:1,3,23	197:6 207:2,19 209:8	168:8,11,12,13	16:18 146:8 158:16
58:1 122:21,24	124:1 126:6,18,23	75:17 102:8 113:8	90:4 93:10 109:7	211:9	notebook (5) 111:14	offering (4) 4:4 109:2
123:3,8,12,14,18,21	127:2 132:2,4	132:21 144:1 189:5	120:4 123:16 129:7,11	needed (40) 3:9 7:3	123:23 166:20,23	178:16 180:1
130:1,6,8,11,24	133:1,21 134:9 139:23	mine (1) 102:12	131:14 136:5,6 144:25	14:13 16:11 18:15,19	180:21	office (1) 18:13
131:3,7,12,17	152:13,17 153:22	minimum (1) 35:9	152:2 163:13,15	19:22 20:2 34:13	notebooks (2) 29:18	officer (2) 20:15,17
148:11,19,25	154:1,3 155:19,22	minute (6) 11:17,18,19	172:21 173:19,25	39:11 50:1 54:15	182:3	offices (3) 126:7 168:2
156:11,16,23	159:6 164:10 167:5,10	55:16 81:10 132:17	188:13 190:12 198:25	72:17 88:25 89:2 92:3	noted (3) 2:17 7:2	207:23
157:1,6,10,15 175:1	168:9,10 169:13,15	minuted (2) 56:2 118:8	212:17 214:17,18	94:4,4,5,19 108:6	118:9	official (1) 192:12
176:24 177:3,11,16,18	183:13 185:5,8 192:21	minutes (16) 1:25	216:9	119:6 128:8 145:17	notes (4) 35:20 54:8	offline (1) 3:8
191:6,13,18 212:20,24	193:23 194:13,23	10:9,13,16,23,23	morning (11)	151:14 153:13 157:11	85:1 179:7	oh (11) 3:7 18:9 56:17
216:1,4,16	195:3,4,5,25 203:7	47:25 92:2 130:12,19	1:3,9,10,20,21 86:10	171:23 188:20 190:20	nothing (5) 15:21 43:11	57:19 59:11 111:20
material (1) 210:9	207:8,21 213:16	131:1 132:2 177:5,5	99:7,9 103:25 104:13	198:14,16,21,22	98:1 120:22 168:6	112:3 164:17 166:3
materials (7) 13:9	meetings (11) 10:17	212:17,22	138:3	199:9,14 203:18,19,21	notice (6) 157:24 158:8	167:22 183:23
198:16,22 203:18	37:20 39:10 85:11	misdrafting (1) 150:11	most (16) 4:24 79:12	204:5	181:3 182:6 183:7	ojeu (44) 40:19 43:25
204:1 209:16 211:7	86:5 152:8 154:5	misleading (1) 62:16	84:20 111:2,12	neednt (1) 71:22	192:11	44:5 98:25 107:19
mathematics (1) 68:16	184:15,25 185:7,13	miss (2) 181:13 184:23	121:7,25 141:1 162:22	needs (4) 2:18 38:8	notices (1) 181:2	108:5,8,12 109:11,13
matter (8) 6:7 37:12	member (1) 166:6	missent (1) 205:23	163:14 164:7 172:4,5	55:22 88:21	notified (2) 194:23	112:22,23
38:14 112:1 129:24	members (6) 44:20	mistake (1) 150:9	192:2,3 195:15	negative (5)	213:20	113:6,8,15,19,21
154:15 155:3 182:7	48:19,21 184:22	misunderstanding (1)	move (9) 76:3 94:12	97:2,8,18,21 137:18	noting (1) 192:4	155:21 156:17,24
matters (5) 12:13 30:9	185:1,6	175:22	98:8 132:1 138:14	negotiate (3) 24:18	noughties (1) 161:24	157:1,8,24 158:8,22
54:10 59:16 66:1	memoires (1) 54:9	mm (1) 193:4	145:13,14 198:20	73:8 199:4	november (2) 180:11	159:14 160:6,6,15,20
max (5) 4:1 5:22 94:25	memorable (1) 144:1	mmhm (1) 112:15	202:14	negotiated (1) 67:13	182:18	171:5 174:18,19,23



175:5,15,17,21 180:23	76:17 78:16 86:19	179:6 190:11 198:18	53:1 55:9,19 74:8	34:2,10,15,16	203:2	198:9 203:23 210:1
181:2,3 182:2,6 188:4	92:6 94:17 105:6	204:6 212:13	98:15 100:4 104:25	127:9,21 128:2,25	<b>precontract (8)</b>	212:2 213:24 214:4
<b>okay (16)</b> 11:2 47:23	121:21 135:5 136:1	<b>partfunded (1)</b> 21:12	105:3,6 114:17 133:18	141:13,15,16	204:22,25 205:3	<b>principlesic (1)</b> 68:24
62:23 99:11 104:11	150:15 152:6 177:5	<b>particular (4)</b> 13:4 36:3	134:5 142:8,9,15	<b>politically (4)</b> 31:1	208:16 211:1,19	<b>prior (5)</b> 73:24 154:19
109:7 113:19 123:20	189:20 194:6 198:11	122:7 202:3	171:2,12 173:8,14	33:25 34:15 109:8	214:1,5	173:19 192:19 194:2
150:6 151:12 157:15	199:3,23	<b>particularly (15)</b> 4:23	176:7 196:24	<b>politics (1)</b> 30:13	<b>predated (1)</b> 99:25	<b>priorities (18)</b> 30:14
166:12 168:5 177:9	<b>overall (10)</b> 29:24	9:20,23 36:10 41:24	197:4,9,19,24 205:20	<b>poor (3)</b> 136:12,19,20	<b>predates (3)</b> 72:4,6	33:1 34:4 35:17 36:18
182:21 216:15	36:13,23 37:9 67:3,21	85:19,20 92:18 96:5	206:14 207:7,22 217:3	<b>position (37)</b> 23:5,16	127:4	50:5,13,23,23 53:12
<b>omitted (1)</b> 36:14	70:10,23 71:23 76:24	112:5 113:14 142:10	<b>pfi (2)</b> 162:16 165:18	25:8,8,13,15	<b>prefer (2)</b> 193:17	54:16 59:12 87:4,18
<b>once (6)</b> 47:18 67:23	<b>overcharge (5)</b> 55:23,25	143:1 157:2 173:7	<b>phil (7)</b> 98:11 104:9,12	26:11,12,13 56:7	195:12	100:7 116:6 128:13
141:9 158:20 211:5,11	56:11,23 57:2	<b>parties (3)</b> 12:12 31:19	157:19,23 158:4,8	65:21 66:6,7 78:5,10	<b>preferred (2)</b> 71:4 183:8	138:4
<b>ongoing (2)</b> 34:7 94:2	<b>overcharging (2)</b>	126:19	<b>philip (4)</b> 4:15 98:13	81:2 87:8 90:2 106:23	<b>preparation (3)</b> 113:2,5	<b>priority (5)</b> 100:24
<b>onto (1)</b> 19:15	56:15,16	<b>partly (1)</b> 21:15	157:25 158:13	110:15,18 116:13	120:25	117:24 118:3 145:20
<b>open (13)</b> 41:14 42:19	<b>overclad (1)</b> 42:22	<b>parts (2)</b> 134:18,19	<b>pick (3)</b> 49:18 101:11	117:4 135:9 140:16	<b>preparatory (1)</b> 168:12	171:19
67:18 156:20 157:4	<b>overcladding (2)</b> 44:10	<b>party (2)</b> 9:25 125:23	207:3	148:23 158:21 185:22	<b>prepared (3)</b> 172:17	<b>proactive (1)</b> 135:11
159:13 160:6,6,10	120:13	<b>passage (1)</b> 105:24	<b>piece (11)</b> 18:15,25	186:2,12,21 187:8	203:19 210:15	<b>proactiveness (1)</b> 61:6
187:4 201:10 209:21	<b>overdesigned (3)</b>	<b>passing (2)</b> 8:1 99:17	95:5,8 128:11,25	194:24 195:8 197:24	<b>present (13)</b> 10:12 34:6	<b>probably (20)</b> 10:21,22
211:23	94:20,22 95:14	<b>past (5)</b> 7:22 38:3 62:11	129:1,8 162:15	201:2,15	48:3 53:1 61:1 64:9,15	13:24 122:18 131:24
<b>opened (1)</b> 212:7	<b>overpromoting (1)</b>	129:14 181:6	194:2,4	<b>positive (9)</b> 63:21	95:24 104:1 132:3	133:3 141:3
<b>operationally (1)</b> 22:2	121:13	<b>paul (9)</b> 17:9 49:15 53:4	<b>piecemeal (1)</b> 135:5	95:19,22 96:1,10,22	135:23 142:16 190:11	161:21,22,22 162:1
<b>opinion (4)</b> 35:17 77:4,6	<b>overruled (10)</b> 98:15	85:4 96:7 114:9	<b>place (18)</b> 39:22 44:18	97:4,10,18	<b>presentation (6)</b> 49:17	163:1,9 165:6 166:18
184:16	100:5,5,11,19,20	133:17 157:25 158:11	53:20,24 54:2 101:1,4	<b>positively (1)</b> 96:11	148:22 190:13 197:22	172:4 176:10 181:24
<b>opportunities (8)</b> 33:19	101:18 104:25,25	<b>pause (8)</b> 57:21 113:24	115:14 121:20 182:16	<b>possibilities (1)</b> 37:3	200:17 201:20	196:15 202:15
55:20 171:16,18	155:19	123:7 130:23 157:12	194:21 197:21,22	<b>possibility (1)</b> 113:19	<b>presented (5)</b> 87:24	<b>problem (2)</b> 81:22
181:13 184:6 207:17	<b>overruling (1)</b> 127:3	164:19 177:10 216:18	199:9 200:16,18	<b>possible (13)</b> 90:8	139:16 142:18	130:13
213:15	<b>oversaw (1)</b> 161:4	<b>pausing (7)</b> 49:21	201:20,21	111:12 176:12,12	149:7,15	<b>procedure (1)</b> 156:17
<b>opportunity (8)</b> 156:21	<b>oversee (1)</b> 4:1	116:15 117:19 136:3	<b>placed (2)</b> 79:14 192:12	181:14 184:9 191:17	<b>presently (2)</b> 64:2,8	<b>proceed (10)</b> 22:21
157:3 160:5 164:7	<b>overspend (1)</b> 81:24	168:9 184:21 194:13	<b>plan (7)</b> 67:2,16 78:19	199:6 202:13 206:17	<b>preserving (5)</b> 98:22	23:19 24:23 55:14,21
195:19 196:5 202:9	<b>own (3)</b> 40:1,14 145:11	<b>payment (2)</b> 93:12 99:3	79:1 151:21 152:2	207:11,18 212:5	107:13 108:21 109:20	114:20 115:18 124:24
215:2	<b>ownership (1)</b> 21:10	<b>pd (2)</b> 49:5 51:6	167:19	<b>possibly (5)</b> 59:11	110:6	153:14 191:1
<b>opposed (3)</b> 84:8		<b>pddg (1)</b> 17:7	<b>planners (2)</b> 28:14	115:23 137:8 173:21	<b>pressure (2)</b> 142:12	<b>proceeding (4)</b> 26:8
108:12 118:15	<b>P</b>	<b>pending (1)</b> 71:17	65:17	176:15	143:10	125:3 137:25 138:10
<b>opposite (2)</b> 47:14		<b>penultimate (3)</b> 28:17	<b>planning (6)</b> 94:15 99:1	<b>post (2)</b> 11:11 39:22	<b>presumably (1)</b> 5:5	<b>proceedings (1)</b> 130:15
81:12	<b>pa (3)</b> 193:7,8,14	65:20 178:24	198:17 204:1 211:2,4	<b>postaward (1)</b> 214:16	<b>presume (1)</b> 52:11	<b>process (43)</b> 33:21 34:8
<b>option (15)</b> 40:3,16,16	<b>pack (1)</b> 182:17	<b>people (11)</b> 14:10	<b>plans (6)</b> 61:3	<b>postcontract (2)</b> 46:25	<b>pretender (2)</b> 208:6	40:19,21 41:13 43:25
60:11 61:17 67:10	<b>package (1)</b> 50:4	19:12,14 48:24 89:12	65:4,12,21 78:5	203:20	211:20	44:5,8 46:23 50:2 79:8
70:18,18 79:9 180:3	<b>packages (3)</b> 37:22	97:3 101:4 125:14	135:16	<b>posttender (4)</b> 15:2	<b>pretty (3)</b> 8:12 82:15	83:1 89:6 90:21,25
198:19 201:9,10	85:14 90:20	181:8,9,12	<b>plant (1)</b> 59:13	204:13 208:13 210:14	215:12	108:5,8 109:4 110:25
215:5,21	<b>packington (1)</b> 165:17	<b>perceived (6)</b> 38:12,18	<b>play (2)</b> 31:12 32:1	<b>potential (8)</b> 174:10	<b>previous (6)</b> 11:8	120:4,10 135:1 140:18
<b>options (15)</b> 36:17 37:2	<b>pages (2)</b> 134:24 151:2	65:16 136:12,19 138:4	<b>please (65)</b> 1:6,24 2:5	181:6,15 184:5	107:20 132:7 133:4	141:4 154:24 155:1
76:25 101:19 113:20	<b>paid (2)</b> 162:2 166:6	<b>perception (1)</b> 39:15	5:7 10:11 11:3 17:3	201:12,25 209:14	179:6 198:2	157:1,5,8 159:14
144:25 146:10 174:8	<b>paper (4)</b> 93:24 129:1,8	<b>perfectly (1)</b> 213:13	20:10 28:1 37:18 49:3	214:21	<b>price (39)</b> 24:18 27:4,9	160:13,15 174:8,12
179:7,9 199:3,6 208:8	187:15	<b>perform (2)</b> 11:12,21	51:2 57:14,19,20,22	<b>potentially (7)</b> 35:6,22	69:9 70:2,4	180:11 184:3 190:8
210:16 215:22	<b>papers (1)</b> 18:18	<b>perhaps (11)</b> 14:22 36:6	58:5,5,11 59:23 60:8	94:7 95:11 144:12	80:12,22,24 81:11	194:18 199:13 208:5
<b>order (8)</b> 18:19 67:15	<b>paragraph (45)</b> 22:18	49:11 71:6 103:23	84:25 86:20 93:9	175:21 195:18	83:8 84:23 119:4,4	210:25 211:18 212:2
89:1 299:9 202:5,11	23:9,11 25:14 26:12	112:1 114:13 118:11	98:8,9 103:22	<b>pour (1)</b> 1:11	120:16 121:21	<b>processes (3)</b> 44:13
204:12 212:10	37:19 49:4 51:3 52:25	123:15 172:14 206:19	111:14,15 114:14,18	<b>powell (29)</b> 85:5 98:11	122:5,11 144:13	161:3 176:18
<b>organisations (1)</b> 196:6	56:3 60:25 62:24	<b>period (14)</b> 14:21 93:19	115:25 123:1,5,8,24	99:5,7,18 100:10	163:14 172:17 174:5,7	<b>procure (20)</b> 23:6 52:15
<b>original (19)</b> 14:18	64:22 65:20 67:8 68:2	116:10 123:23 152:6	125:10 126:24 129:23	104:9,24 107:15,18	176:20 177:23	59:10 61:7 89:18 94:5
39:17 115:9 116:4	69:1 71:10 76:16,22	160:22 183:9 188:3	132:1,5 133:6 134:21	108:10,20 109:12	179:17,21 180:1,13	140:11 144:25 153:16
127:11 128:7,9 129:10	77:24 78:3,10,17 85:8	192:9,10 194:25 198:7	141:18 149:3 152:14	114:15 124:19	192:3 194:24 197:20	154:17 155:8,9 156:6
132:14,22 134:21	86:4 87:9 88:19 89:24	199:14 211:19	157:17 166:20 170:20	125:11,21 126:25	198:21,23 200:16	171:5 172:24 174:23
135:2,17 136:7,18,22	91:4,7 94:11,13 95:17	<b>peripheral (1)</b> 183:20	177:7,11 180:20,21	128:1 170:1,24 172:9	201:20 210:5,23	175:5,15,18 179:2
137:1 139:22 158:7	107:9 116:8 143:13	<b>permission (6)</b> 187:15	184:11 192:24 193:16	173:16,21 174:4	214:22	<b>procured (2)</b> 82:16
<b>originally (3)</b> 22:19	149:4,4 178:24 184:13	188:25 189:15 191:8	196:20 200:4 205:25	177:21,23 178:25	<b>priced (5)</b> 198:19	111:10
137:7 144:7	192:1 206:12	198:17 211:2	206:22 208:21 214:19	180:14	207:13 210:8,10	<b>procurement (51)</b> 8:11
<b>others (5)</b> 15:5	207:19,20	<b>permissions (1)</b> 204:2	216:10,17,20	<b>powells (3)</b> 106:5	212:13	23:5 35:22 49:6
38:15,16 134:1 202:17	<b>paragraphs (3)</b> 55:18	<b>perplexed (1)</b> 189:13	<b>pm (22)</b> 86:15,22 91:2,8	125:13 173:6	<b>pricequality (1)</b> 109:4	51:5,9,24 58:18 59:12
<b>otherwise (2)</b> 20:18	67:12 117:12	<b>perplexing (2)</b> 50:20	93:12 98:20 102:3	<b>power (10)</b> 20:19 21:7,9	<b>prices (2)</b> 69:13 178:5	60:22 68:17,24
92:4	<b>parallel (1)</b> 136:15	128:11	107:11 123:9,11 126:7	22:1,2	<b>pricing (2)</b> 67:23 208:10	74:6,22 79:13 81:6
<b>ought (2)</b> 45:18 103:23	<b>parameters (4)</b> 63:4	<b>persistent (2)</b> 142:11	131:4,6 132:7 152:15	106:10,13,16,19,21	<b>primarily (4)</b> 65:3 87:4	82:15 87:8 90:19
<b>ours (2)</b> 185:22 186:21	138:14 140:6 144:22	143:10	177:13,15 197:3 206:1	<b>pqqqs (1)</b> 190:3	178:14 179:21	99:20 109:18 112:19
<b>ourselves (2)</b> 11:22	<b>parkes (1)</b> 48:4	<b>person (4)</b> 2:3 52:11	213:12,13 216:21	<b>pqs (3)</b> 61:4 65:4 70:10	<b>primary (1)</b> 180:1	113:15 120:1 125:6
202:6	<b>part (42)</b> 5:19 6:15 8:10	95:21 115:21	<b>podium (1)</b> 19:15	<b>practical (3)</b> 19:8,10,17	<b>principal (6)</b> 7:11 60:22	132:6 147:2 152:20
<b>outcome (2)</b> 144:11	12:13 31:8 32:24	<b>personal (1)</b> 163:18	<b>pointed (2)</b> 26:2 106:17	<b>practice (1)</b> 18:16	61:8 63:18 70:2,19	153:8 154:23 157:7
180:15	33:16 40:5 41:20	<b>personally (3)</b> 38:21	<b>pointing (1)</b> 33:9	<b>preceded (1)</b> 139:21	<b>principle (11)</b> 156:5	160:10,17,24
<b>outset (1)</b> 190:3	45:25 47:1 48:11	44:18 142:6	<b>points (10)</b> 28:9,15,16	<b>precedence (1)</b> 105:5	199:15 204:8 208:14	161:3,4,12 172:19
<b>outside (4)</b> 25:1,15 63:4	49:13 57:9 61:6	<b>personnel (2)</b> 65:18	63:16 66:25 116:9	<b>precise (3)</b> 8:2 129:17	211:16 212:6,13,16	174:9,11 176:17
130:16	72:17,18 79:9 89:6	92:6	117:6 135:21 137:22	215:12	213:23 214:16 215:18	178:13,23 179:5,11
<b>over (31)</b> 2:12 4:25	100:25 101:2 109:5	<b>perspective (7)</b> 9:15	199:10	<b>precision (2)</b> 31:22	<b>principles (17)</b> 53:12	186:16 201:23
14:8 21:7 30:24	120:8,9 122:6,7,12,13	29:24 30:6 31:10,23	<b>pole (5)</b> 185:21	116:16	54:16 74:23 94:15	202:1,13 211:9 215:23
38:2,10 47:19 57:16	140:18 141:8 146:9	36:19 106:1	186:2,12,21 187:7	<b>precluded (1)</b> 160:8	100:7 140:7,19 141:9	<b>procurements (1)</b>
65:8,10,14 68:6 70:25	152:19 156:20 159:19	<b>peter (33)</b> 1:5,8 4:15	<b>political (11)</b>	<b>preconstruction (1)</b>	161:12 171:19 195:20	163:13

<b>procuring (5)</b> 52:20 108:19 146:14 160:19 184:3 <b>produce (8)</b> 45:25 82:21 83:3 89:1 115:22 127:18 154:22 169:16 <b>produced (8)</b> 47:6 115:2,6 126:16 128:23 180:17 187:10 191:3 <b>producing (5)</b> 83:18 84:15 89:13 115:13 125:8 <b>professional (27)</b> 12:12 13:21 16:10 24:17 25:9 38:18 41:8 44:20 45:13 89:2,20 93:20 94:4,9 102:10,13 109:17 111:4 145:16 208:4,7 209:15 211:17 214:14,23 215:15,17 <b>programme (28)</b> 47:25 48:11 51:14,15,20 59:19 60:1 71:21 74:19 75:21 77:9 92:14 93:6 98:22 102:16 107:13 108:21 109:20 110:6 117:15,20 118:15,18 121:1 132:8 134:14 152:21 154:6 <b>programmes (1)</b> 171:23 <b>progress (18)</b> 1:25 2:1 10:9 11:8 63:6,8 64:13 89:4 95:19 96:21 97:17 98:18 100:17 101:16 126:3 135:11 151:15 199:1 <b>progressing (8)</b> 39:11 98:20 102:3,5 103:1,17 107:11,16 <b>progression (1)</b> 63:1 <b>project (171)</b> 20:18,20,21,24 21:1,8,9,12,25 22:20 23:1,4 24:4 25:16,25 26:15,25 27:6,10,12,17 28:24 29:2,23 30:1 31:5 33:22,25 34:2,12,20 35:6 36:13 37:24 38:20,22 40:2 41:3,18 43:15,23 44:3 45:1,3,17 46:6,11,17,20 47:10 49:7,23,25 50:24 51:10,22 52:7,9,15 53:15,17 54:14 55:3 60:13 61:1,8 63:5,7,18 64:2,7,9,12,14,21,25 65:2,10,13 69:6 70:10,24 71:18,21 72:23 73:2,4 74:9 75:11 76:17 77:7,11,14 79:19 80:6,12 81:9,23 82:13 83:11 85:1,7,8 88:25 89:3,7,7,8 90:1,4 91:3,9,19 92:9,24,25 93:1,21 94:1,8,12 95:6 97:9,15 102:8 105:7,8 107:19 108:7 116:5 117:9,17 119:19 120:20 122:7 127:13	132:2,10 135:7,10 136:10,13,14,16 137:19 142:14 151:10,10 152:10,24 159:14 160:17 162:3,4,5 165:17,18,18 170:23 171:11 179:20 186:3 189:23,23 190:19 195:15,18,22 198:19 207:23 214:6 <b>projectbuilding (2)</b> 86:24 94:18 <b>projects (9)</b> 13:15 33:5,7,13,18 48:16 81:20 165:16,21 <b>prolongation (1)</b> 80:8 <b>prolonged (2)</b> 75:4 80:6 <b>promised (1)</b> 26:1 <b>promising (1)</b> 33:16 <b>promoting (1)</b> 96:11 <b>prompt (1)</b> 111:13 <b>prompted (1)</b> 45:18 <b>proper (4)</b> 84:22 92:4 110:24 135:13 <b>properly (1)</b> 136:14 <b>properties (3)</b> 35:7 83:13 91:15 <b>property (2)</b> 34:6 42:22 <b>proposal (18)</b> 2:23 4:6,7,12 5:11,16 14:18 15:9 16:9,9,12 19:4 39:17 55:21 101:25 204:22 205:1,3 <b>proposals (10)</b> 5:6,7 34:8 58:14 59:14 87:12,22 88:13 101:19 208:5 <b>proposed (18)</b> 3:16,17 12:9 18:10 24:16 36:8 40:23,25 51:24 52:10 64:9 76:25,25 95:10 135:15 151:17 172:15 215:11 <b>proposing (8)</b> 7:22 24:11 29:4 30:23 41:11 44:5 96:11 97:4 <b>protecting (1)</b> 15:12 <b>protesting (1)</b> 130:16 <b>proved (1)</b> 67:9 <b>provide (5)</b> 12:23 69:9 90:7 92:14 178:4 <b>provided (2)</b> 69:11 152:5 <b>providing (1)</b> 40:4 <b>provision (1)</b> 205:18 <b>public (15)</b> 18:14 110:1,2,16,17,18 160:17,25 161:12 168:4 198:18 201:23,23 204:2 210:10 <b>pull (1)</b> 215:15 <b>pulled (2)</b> 208:4,7 <b>purely (1)</b> 127:23 <b>purpose (13)</b> 85:6 127:14,21 140:13 155:7,8 188:23,25 193:23 195:11,13 203:23 214:23 <b>purposes (1)</b> 164:2 <b>push (1)</b> 131:9 <b>pushed (1)</b> 95:7	<b>putting (7)</b> 21:23 82:24 96:15 97:10 149:12 157:6 179:16 <b>puzzled (1)</b> 209:18  <b>Q</b>  <b>q (620)</b> 1:22 2:12,21 3:1,5,11,18 4:7,12,14 5:14 6:8,17,24 7:1,16 8:2,6,18,23 9:1,3,11,18 10:4,8,15,18,20,22 11:2,18 12:16,24 13:1,12,18 14:5,15,18 15:6,18,21,24 16:8,13,15,17,22 17:12,15 18:17 19:2,6,24 20:3,8 21:4,6,21 22:5,8 23:15,18,23 24:1,3,7,10,14,20 25:11 26:2,10,21,23 27:3,8,14,19,21,23,25 28:5,9,12,14,20 29:12,19 30:4,18 31:10,20 32:6,11,14,16,20,23 33:20,24 34:10,14,17,23 35:19,24 36:12,21 37:4,6,8,13 38:12 39:2,12,20,25 40:8,22 41:3,5,16,20 42:1,11,14 43:4,16 44:4,8,24 45:7,9,14 46:9 47:4,13,16 48:3,10,14,18,21,23 49:2,10 50:6,10,15 51:2,9,14,17,19 52:5,9,17,22,24 53:20,23 54:1,4,10,13,19 55:5,18 56:2,9,15,17,19,22 57:2 58:17 59:7,10,12,22 60:5,20,25 61:20,23 62:3,6,9,18,24 63:13,21 64:6,18,20 65:8 66:4,23 67:7 68:11,23 69:23 70:1,5,7 72:2,6,10 73:13,23 74:7,15,17 75:8,15,21 76:5,9,13 77:15,18,20 79:4,16,21,23,25 80:13,19 81:10,15,22 82:2,6,9,11,20 83:2,6,10,18,22 84:2,13,18,24 85:19,21,25 86:4,10,14 87:6,8,21,24 88:4,19 89:5,10,24 90:17 91:1,6,13,16,23 92:6,12,20 93:4,9,25 94:11,22 95:14,17 96:1,3,6,13,19 97:6,17,23 98:7 99:10,12,14,16,22,24 100:3,10,14 101:5,14,21,24 102:3,15	103:8,12,15,20 104:4,7,9,12,17 106:10,16,21 107:3,8,18,24 108:10,20 109:11,20 110:5,15,18 111:1,13,21,23 112:3,7,16 113:6,10,17,19,22 114:9,12 115:2,4,10,16,24 116:19,22 117:2,4,25 118:6,11,17 119:9,14 120:3,11,22 121:9,13,24 122:8,17 124:4,8,11,16,18 125:7,10,17,25 126:6,12,21,24 127:20 128:1,6,19 129:6,16,19,22 131:25 132:16,19 133:3,14,23 134:4,19 136:6,22,24 137:5,7,10,12,24 138:8,20 139:6,10,20 140:14 141:13,17 143:9,14 144:4,15,17 145:7,14,23 146:15,21 147:7,13,18 148:2,6 149:14 150:2,7,9,12,18,23 151:12 152:1,11 153:6,10,19,25 154:8,10,12 155:2,10,17 156:7,9 158:3,7,11,25 159:3,12,16,18 160:12,20,22 161:6,8,11,16,24 162:2,8,19,24 163:5,19 164:1,9,11,13,17 165:2,4,8,11,13,22 166:3,7,12,17,19 167:1,5,9,13,23 168:1,5,11,15,19,21 169:9,25 170:3,7,16,20 172:8 173:2,11,23 174:13,18,21 175:7,9,12,24 176:2 178:1,6,10,23 179:5,15,19 180:8,13,16,19,25 181:5,15,22 182:2,13,20,22,25 183:3,7,11,17,19,23 184:7,11,24 185:3,5,8,11,19 186:1,5,9,17,25 187:6,10,14,23 188:9,16,23 189:5,13 190:2,6,14,17 191:1,24 192:22 193:5,12,22 194:7,11 195:3,5,7,11,24 196:2,8,14,16,19 197:11,14 199:20,22 200:3,16,20,23 201:14,19 202:7,14 203:14 204:10,14,21,25 205:6,11 206:1,8,10,19,22	208:17,21 209:1,4,18 210:2,18,22 211:13,23 212:3 214:7,17 215:7 <b>qs (1)</b> 167:9 <b>quality (37)</b> 80:24 81:10,15,18 82:10,12,14,17,22 83:3,11,18 84:2,7,8,12,23 88:14 89:21,22 118:24 119:5,8 120:17,18 121:4,6,21 122:5,6,12,12 140:9,11 163:14 192:3 194:24 <b>quantities (3)</b> 67:24 167:18,19 <b>quantity (1)</b> 12:2 <b>question (62)</b> 6:18 20:13,19,22 21:22 24:3 25:15 33:12 35:10 37:6,7 40:11 44:24 45:15 46:15 50:6 52:5,6 67:8 71:23 72:8 73:14 74:7 78:22 79:16 80:20 84:5 93:25 101:6 104:13,19,24 105:10,16,19 112:24 113:16 117:15 119:9,10 121:1 129:5 133:3 138:8 141:25 142:7,22 145:23 155:2,2 169:10 173:14 174:13 175:9 176:4,5 184:23 188:16 194:9,10 202:7 208:18 <b>questioned (1)</b> 69:23 <b>questioning (1)</b> 130:4 <b>questions (11)</b> 1:19 20:8 37:14 68:20 70:15 131:20,22 173:4 200:6 216:9 217:5 <b>quick (1)</b> 190:20 <b>quickly (2)</b> 117:21 191:24 <b>quite (23)</b> 12:16 17:12 71:6 74:7 76:11 90:20 97:6 106:7 129:5 130:14 142:13 144:6 147:4,14,21 148:4,9 149:11 153:16 154:4,5 190:22 210:6 <b>quotation (2)</b> 28:20 32:8 <b>quoted (1)</b> 210:5	<b>R</b>  <b>raise (6)</b> 9:6 44:21 74:20 129:24,25 158:16 <b>raised (3)</b> 43:13 89:21 95:1 <b>raising (1)</b> 111:8 <b>rang (1)</b> 195:6 <b>range (3)</b> 46:6 83:24 172:1 <b>rates (2)</b> 67:17,25 <b>rather (16)</b> 18:6 38:23,24 42:18 63:14 70:13 74:10 88:17 90:23 96:13,22 130:25 157:1,16 210:1 213:12	<b>rationalising (1)</b> 50:1 <b>rb (1)</b> 93:13 <b>rbkc (32)</b> 20:23 21:25 22:20 23:15,18 24:5,22 25:1 26:13 27:4,11,16 30:20 32:12 33:20 34:7 37:8 55:21 58:14 80:5 90:24 103:5 105:4,12 106:1,17 119:19 137:8 172:16,20 178:6 185:3 <b>rbkcs (4)</b> 20:8 26:14 27:9 44:25 <b>re (3)</b> 147:2 158:8 204:22 <b>reach (3)</b> 55:13 118:21 212:18 <b>reached (3)</b> 90:14 106:13,23 <b>reaching (2)</b> 53:11 72:25 <b>reaction (3)</b> 77:18 91:23 135:15 <b>read (22)</b> 23:9 25:14 28:12 59:4,4 61:23 62:9 68:25 69:19 71:22 72:10,10,11 107:10 111:25 112:4 122:8,9 134:12,15 139:11,24 <b>reader (1)</b> 139:24 <b>reading (1)</b> 62:14 <b>ready (3)</b> 1:14 58:1 177:16 <b>real (3)</b> 18:5 73:2 97:14 <b>reality (4)</b> 57:3 139:21 172:1 211:10 <b>really (54)</b> 7:22 11:17,22 12:14 15:6 22:5 23:10 39:23 43:20 44:21 54:9 60:18 72:20 73:3 75:1 77:19 80:15,16 81:8,17 83:14,17 88:12 92:3 94:2 105:19 106:6 107:1 117:3 118:4 120:20 122:13 132:15 137:23 138:20 145:3 147:16 148:18 155:14 157:7 159:25 161:8 162:1,20,20 169:11 181:5 187:23 196:5 209:25 214:1,9,25 215:7 <b>realm (5)</b> 18:14 168:4 198:18 204:2 210:10 <b>realms (1)</b> 77:2 <b>reask (1)</b> 194:9 <b>reason (15)</b> 8:18 26:21 43:11 51:23 54:13 75:15 89:15 116:24 124:11 133:13 141:13 156:20 185:15 199:3 213:10 <b>reasonable (2)</b> 30:11 131:14 <b>reasonably (1)</b> 33:5 <b>reasons (14)</b> 8:2 42:20 50:21 52:15 55:11 56:6 60:12 61:18 66:11 70:8 101:22 103:18 122:16 171:16	<b>recall (39)</b> 3:12 4:13 10:14,15,22,24 14:3 19:4 91:22 92:19 94:21 103:24 107:3 115:3 124:6,7 126:11 132:15 133:2,22 143:3,12 147:10 153:24 162:1,6 173:18 175:14 180:12,15,18 185:2,5,5,7,8 200:8 206:17 211:25 <b>receipts (1)</b> 21:14 <b>received (10)</b> 61:20 69:13 73:18 77:18 144:19 151:21 155:4 173:16 192:5 213:17 <b>recent (2)</b> 85:10,25 <b>reception (1)</b> 168:2 <b>recipient (1)</b> 146:24 <b>recognise (9)</b> 9:12 10:2 63:11 144:24 151:11 193:25 194:14 208:22,24 <b>recognised (3)</b> 8:9 11:24 44:19 <b>recognising (1)</b> 172:18 <b>recollection (18)</b> 59:17 62:20 64:18 85:21 98:6 99:14 103:19 104:22 109:14 111:13 147:16 174:14 176:9,10 185:17 188:19 189:19 209:5 <b>recommend (8)</b> 23:19 70:17 71:3 108:18 129:15,16 146:5 197:24 <b>recommendation (24)</b> 55:9 60:19 72:15 109:15 114:21 124:25 125:5 126:21 127:11,24 128:7,9 138:7,13,18 139:4 145:12,15,18 146:7 187:24 188:1 189:21,24 <b>recommendations (14)</b> 58:22 63:8,10 71:2,13,14 107:21,23 116:4 126:1,9,13 142:19 148:17 <b>recommended (5)</b> 9:9 55:16 188:2 192:7 195:1 <b>recommending (6)</b> 3:25 4:8 22:21 24:23 52:14 109:18 <b>reconcilliate (1)</b> 61:3 <b>reconsider (1)</b> 23:4 <b>record (15)</b> 53:21 54:5 80:10 91:15 103:12,13 113:3 121:24 124:12 148:16 159:10 167:10 176:3 181:22 182:7 <b>recorded (9)</b> 3:7 53:7 92:2,12 93:22 100:15 124:14 132:17 181:23 <b>recording (1)</b> 154:7 <b>records (2)</b> 120:24 124:14 <b>redefine (1)</b> 77:8 <b>redesign (1)</b> 55:19 <b>redevelopment (1)</b>
--	--	---	---	---	--	--	--

172:15	138:5	97:7,23,25 98:21	requests (1) 65:15	revise (3) 64:12	ryd00003295 (2) 205:6	sc (4) 85:10 86:22
redraft (2) 126:19	relation (14) 13:25	102:20 107:12 111:6	require (1) 67:15	71:18,21	206:12	91:17 92:7
134:18	14:16 19:19 20:5	114:4,18 115:5,9,9,24	required (10) 14:24	revised (5) 17:20 19:2,3	ryd00003301 (1) 208:22	scale (5) 30:1 52:2
redrafted (1) 134:20	25:10 44:19,21 46:4	116:3,4 117:11 120:23	15:3 47:2 68:14 70:12	66:9 78:12	ryd00003302 (2) 206:22	172:4 203:21 210:13
reduce (3) 80:22 210:23	53:9 54:24 90:11	121:16 124:20 126:20	79:11 144:14 198:25	revision (1) 129:22	213:3	schedule (2) 208:8,10
214:25	95:1,4 207:10	127:7,11,14,18,21	210:14 213:10	revisions (2) 19:7 20:5	ryd000033022 (1) 207:5	scheduled (1) 209:13
reduced (3) 67:19,23	relationship (5) 105:23	128:7,9,15,21	requirement (4) 13:20	revisit (3) 45:12 68:11	ryd00086648 (1) 184:11	scheduling (2) 169:4
76:20	106:5 163:18,21 196:7	129:19,20	15:25 19:11 42:16	131:22	ryd00094368 (1) 196:20	209:12
reduces (1) 108:4	relationships (4) 83:20	132:8,19,20,20	requirements (5) 7:15	reword (1) 134:15	rydon (77) 3:23,23	scheme (30)
reduction (4) 66:23	84:5 135:9 181:21	133:8,9,19	47:5 65:16 71:19	reworded (1) 134:12	7:7,12,14 14:24 15:13	63:1,3,8,21 68:14
210:4 212:10 214:12	relative (1) 67:22	134:1,8,15,18,21	148:1	rewrite (1) 143:23	161:17,19	70:11,23 71:4,16
reductions (1) 214:22	relatively (1) 172:2	135:3,17 136:18,22,24	requisite (2) 83:11	richard (2) 151:1,8	162:3,6,10,11	76:20,24 77:1 89:18
reemploy (1) 89:18	relevant (5) 13:5 67:25	137:1,15 138:6,12,21	145:21	richmal (1) 4:8	163:8,23 164:14	94:15 98:24 108:12,19
refer (3) 19:2 178:25	112:5 178:6 181:10	139:8,10,13,13,22,23,25	residential (3) 38:13	righthand (12) 17:5,6	165:16,25	116:14 117:5 151:17
205:22	reliable (1) 163:17	140:6,17	44:10 120:14	28:1,3 49:5 51:7	166:1,10,11,14	169:5 171:2,12
reference (6) 6:3 7:24	relieved (1) 160:1	141:5,6,21,21	residents (39) 26:1	58:6,21 124:1 135:18	168:16,23,25	173:8,14,17 197:25
111:14 164:2 167:6	rely (1) 35:20	142:4,15,17,21	37:25 38:4,5,7,13 39:4	136:24 166:22	169:12,13,18,24	198:11 207:14,23
170:22	relying (1) 15:15	143:16,17,19	41:10,24 43:2 53:16	rigorous (2) 82:25 84:22	170:3,9,16 171:8,10	schemes (1) 165:19
referenced (1) 121:10	remain (1) 70:18	144:5,7,20	73:3,11 80:11 81:20	ring (5) 124:16,17	177:25 178:1,6,19	scope (41) 10:6 12:21
references (1) 78:15	remained (2) 38:1 166:7	145:8,10,10 146:1	83:13,16 84:4 87:4	195:7 204:18 209:24	180:10,16 183:8	15:8 29:4,14,15,20
referred (2) 6:8 206:24	remains (1) 63:4	147:11,22,24 148:4,14	91:19 92:15 93:7	rise (2) 130:12,19	184:7,10 185:9,24	30:19 31:13 32:2,5
referring (4) 35:24	remember (87) 2:22,25	149:18 150:14	95:18 96:9,21,23	risk (6) 67:22 87:10,24	186:2,11,20 187:7	34:1 35:2 36:7
62:13 147:23 171:11	3:24 4:3 5:17,20 6:13	153:4,17	97:11,13,15,19	90:4 200:25 201:12	188:2 192:2,5,11,15	50:2,12,19 51:1 54:17
refers (3) 69:7 112:2	14:17,25 18:8	154:12,17,21,21,22,22	120:5,20 121:3,14	risks (7) 9:7 71:10 75:3	195:14 196:8 197:16	65:10,14,16 66:2
117:25	29:16,21 34:21 35:19	155:5,7,9,18 156:6	122:2,10,13,15 195:23	93:2 201:25 202:4,4	198:3,3	69:10 71:18 74:22,24
reflect (4) 136:1	39:5 50:9 53:20 54:1	157:14 178:11 179:15	resistant (1) 142:13	risky (1) 74:14	200:9,13,16,20 201:19	77:8 87:3 88:2,15
139:8,17 140:17	55:25 57:14	183:3 187:10,15,18,19	resolution (1) 118:21	road (1) 73:10	202:11,23 203:8,19	89:8,23 95:4 99:20
reflected (5) 127:19	60:2,3,4,16 64:16,17	188:6,14,14,18,21,23,25	resolve (2) 75:1 130:13	rob (2) 108:10 109:12	205:8 206:4 208:2,14	111:7,10 135:6 136:9
140:6,21 199:2 203:25	77:19 85:19 86:25	189:8,10,22 190:22,25	resource (1) 64:13	robert (33) 48:3 58:14	210:5,23 211:15	151:16 203:2
reflecting (1) 140:15	87:13,21 91:21 92:23	191:4,7,11,16,20	resourced (1) 136:15	85:5 98:11 99:5,7,18	212:5,10	scores (1) 182:22
reflection (1) 142:14	93:2 95:16	192:19 194:22 199:18	resources (1) 21:13	104:9,24 106:5	rydons (12) 8:16 12:7	screen (4) 48:7 91:6
refocus (1) 18:21	99:12,13,16 102:2,7	203:25	respect (14) 6:12,21 9:5	107:15,18 108:20	15:16 175:22 203:17	196:23 206:25
refocusing (4) 88:1 89:8	104:3,14,16	reported (6) 92:25	11:9 25:1,16,19 33:22	114:15 124:19	204:9 210:9,15 211:2	scroll (9) 58:8,10 62:19
111:3 115:9	108:10,15,15,24	105:3 198:10 199:15	40:9 41:3 42:4 45:16	125:11,13,21,25	212:16 215:1,19	65:25 78:16 175:1
refresh (1) 64:18	109:11 114:11	205:5 213:25	200:5 212:9	126:25 128:15 169:22		192:25 213:1,5
refurbish (1) 122:15	115:1,23,24 117:3	reportee (1) 188:11	respects (1) 18:1	170:1,1,24 172:9	S	scrutiny (1) 34:7
refurbished (1) 35:8	118:1 124:8 126:23	reporting (2) 21:16,17	respond (2) 5:6 213:14	173:6,16,21 174:4	sacha (7) 48:3 58:13,13	second (12) 62:24
refurbishing (5)	130:20 144:2 145:4,5	reports (3) 122:9 188:8	responding (1) 39:9	177:21,23 180:14	166:13 193:9 195:10	66:17 76:16 88:19
38:22,25 41:9 43:2	148:3 157:13 161:21	191:11	response (3) 33:15	roberts (2) 100:20	196:24	117:11 124:22 134:25
120:14	162:8,25 163:22,25	represent (3) 149:9,16	213:1,5	125:4	sachas (1) 193:7	136:7 149:4 153:15
refurbishment (19)	164:10 165:5 168:9,10	150:4	responsibilities (4) 7:5	robust (2) 92:14 93:6	same (23) 2:5 43:18,24	157:18 175:3
6:12,24 18:13 21:2	170:6,18 173:25	representatives (4)	8:15 12:4 94:9	role (31) 3:4,15 4:5	45:17 46:18 52:2	secondary (2) 140:25
25:2 30:21 31:3,14	174:17 182:8,10,17	184:16,22,25 185:14	responsibility (9)	5:24 6:5,14,18 9:22	57:10 78:4 82:16	180:3
32:3 36:8 63:9	183:5 184:1,4,8	reprocure (30) 55:10	7:6,7,12 12:7 13:11	11:12,21 12:22,23	134:22,24 137:22	secondfromlast (1) 78:3
64:24,25 78:1 149:7	187:11 188:6	71:25 72:14 73:9	15:11 44:2 46:24	14:2,7,17	142:15 162:21 172:24	secondguess (1) 14:8
160:16 170:11 171:11	196:10,11 216:10	75:2,7 88:21 98:24	47:19	15:1,14,22,22 20:9,13	173:13 179:2 182:12	sections (1) 134:12
172:3	remind (2) 37:7 153:5	102:17,19,22 107:21	responsible (4) 11:16	22:3 25:1,16,18 26:14	186:19 202:9,10	sector (2) 164:7 172:7
refurbishments (2)	remobilisation (2)	108:11 114:20 115:18	20:15,16 21:10	121:13 145:13 146:4	205:21 206:8	secure (1) 33:18
38:13 84:4	89:6,13	124:24 126:22 128:10	responsiveness (1) 61:5	151:11 162:18	sandra (3) 193:13,15	securing (1) 76:12
regarded (2) 106:17	remotely (2) 83:6 84:5	129:3 141:1 154:15	rest (3) 60:15 167:16	roles (1) 94:9	196:21	see (194) 2:2,7,10,19
117:8	removal (1) 19:4	155:4,10,21 156:2	171:14	room (3) 123:3 177:7	sanguine (1) 159:24	4:12 5:3 10:24 11:2
regarding (14) 4:4	remove (1) 23:6	174:2,16 199:7,12	result (3) 133:20 134:20	216:13	satisfied (1) 147:25	17:6 19:6 22:14,16
9:7,12 14:1 20:20,21	removed (1) 142:2	201:3	197:8	root (1) 64:10	satisfy (1) 202:11	28:1,3,5,16,16 29:12
21:11 22:1 35:1 72:21	removing (1) 19:9	reprocured (6) 80:14	results (1) 69:12	round (1) 122:17	satisfying (1) 202:10	31:10 32:11,14 36:21
87:18 135:10 176:14	rendle (1) 48:4	87:11 105:14 106:3	retained (2) 3:25 5:22	route (15) 8:13 51:24	save (1) 25:18	39:7,8,13 40:8,14
213:14	renewed (1) 36:15	107:19 121:19	retaining (1) 71:3	74:6 75:3,4 79:13	savills (1) 58:14	45:9,14 46:18
regardless (1) 81:16	reopen (1) 43:14	reprocurement (27)	retender (11) 16:24	108:19 109:19 141:2	saving (1) 209:14	48:1,3,5,8,18 49:13,16
regards (2) 13:8 90:1	reorient (1) 49:9	43:25 55:16 60:13	22:22 23:20	145:18 153:9 154:19	savings (10) 49:8 51:11	51:6 52:6,24
regeneration (4) 13:14	repair (1) 162:17	61:23 71:11 73:21	24:5,11,24 41:21	160:6,11 211:9	86:16 205:13	58:7,9,11,15,24 59:24
101:3 165:17 170:23	repairs (1) 13:14	74:14,20 75:10,16,23	153:3,12 154:15	routine (1) 54:10	207:11,13,17 209:7	60:8,23 61:10
region (1) 209:8	repeat (2) 27:13 119:10	79:9,19 82:21 87:25	201:11	royal (1) 116:11	213:15,19	62:19,24 63:18,24
regulations (3) 160:20	repeating (2) 106:4	89:25 90:10 103:10	retendering (1) 175:25	rp (1) 89:25	saw (20) 4:7 10:13 11:9	64:4 65:1,6,18
188:5 192:9	122:18	113:7,12 125:3	returns (1) 76:19	rubbish (1) 168:3	22:14 60:1 87:16 97:6	66:2,2,6,13,20,25 67:5
reinvasion (1) 89:7	replacement (1) 70:22	129:4,17 132:13 139:7	revealing (1) 96:16	rules (4) 160:24 201:22	100:25 107:18 127:2	68:1,9 71:8,13
reject (5) 5:11,16	replacing (1) 70:19	140:4 144:9	review (14) 3:8 5:23	202:1,13	133:11,21 154:13	74:17,21 76:3,14
144:17 145:7,25	report (161) 52:12	reprocuring (7) 35:23	10:16 47:11 64:10	run (5) 21:1 131:13	155:11 159:5 179:15	78:3,17 84:24 85:9,17
related (3) 21:9 87:16	59:24 60:2,3,4,5 61:20	74:2,9 102:11 126:3	71:17 77:8 85:1,6	177:20 190:8 193:1	187:20 191:4 205:23	86:17,17,20 88:11,19
140:10	62:14,16,24 63:12	159:23 201:7	132:2,7 133:1 134:10	running (2) 7:22 48:17	212:8	89:11 91:4,6 93:6,10
relates (4) 116:2,20	66:15 71:3,6 72:4,16	reputation (1) 163:16	152:20	runs (1) 121:18	saying (13) 5:20 32:20	96:13,19 101:21
124:1 150:17	73:7,18,24 74:6	request (2) 128:1	reviewed (1) 29:17	runup (2) 131:20 161:16	33:9,16 50:18 60:19	102:15,21 103:8 107:9
relating (10) 9:16 14:4	76:2,13 77:15,18,23	134:20	reviewing (2) 50:1	ryd00001115 (1) 170:20	84:5 102:21 105:9	111:13,16,24 113:25
18:8 37:15 42:21,24	78:10 85:2,11,23	requested (5) 63:6 69:9	85:23	ryd00003274 (1) 192:24	107:23 119:22 144:2	114:6,6,10 115:25
63:5 116:13 117:4	86:1,1 87:19	132:7 152:6 213:14	reviews (1) 76:18	ryd00003279 (1) 197:15	166:7	116:7 117:18

120:22,22 121:24	<b>september (2)</b>	<b>sight (5)</b> 4:6 9:24 39:18	<b>slightly (3)</b> 109:16	<b>specifications (1)</b> 5:4	<b>statement (13)</b> 12:6	119:6
122:1,3,8 123:25	146:22,23	45:4 128:17	173:5 216:5	<b>specifics (2)</b> 13:8 88:17	37:17 94:21 99:6	<b>structure (1)</b> 169:6
124:2,20	<b>sequence (3)</b> 87:17	<b>sign (2)</b> 2:18 11:13	<b>slow (4)</b> 39:9 53:18	<b>speculate (1)</b> 80:15	132:12 136:21	<b>struggling (3)</b> 118:4,9
125:12,15,20,21,22,23	100:2 190:21	<b>signed (3)</b> 34:13 96:6	63:2 135:15	<b>speech (2)</b> 199:22 200:5	137:9,10,11 143:8	157:13
126:4 130:12,13 132:3	<b>sequences (1)</b> 87:14	207:25	<b>slowly (2)</b> 60:20 63:14	<b>spend (4)</b> 35:13 36:3,25	149:2 150:10 151:1	<b>studio (33)</b> 17:18 18:19
133:7,15,16 134:2,19	<b>series (1)</b> 194:20	<b>significance (1)</b> 157:13	<b>small (7)</b> 43:12 162:15	37:10	<b>statements (2)</b> 83:25	42:5,6,8,20,24 43:8,24
135:3 141:17,20	<b>servant (1)</b> 110:19	<b>significant (9)</b> 35:15	172:2 197:23 198:5,6	<b>spending (4)</b>	142:4	44:5,19 45:1,6,10,18
147:1,5,18 150:23	<b>serve (1)</b> 127:21	64:8 69:16 90:21	200:10	110:1,10,16 184:4	<b>status (37)</b> 59:24 63:7	46:19 47:7 88:5,11,24
151:24 152:11,18,25	<b>served (1)</b> 70:21	150:22 165:16,20	<b>social (7)</b> 5:4 35:9	<b>spent (2)</b> 19:8 36:13	64:21 78:10 85:23	89:11,16 93:12,18
153:21 155:10 157:20	<b>service (3)</b> 11:23,25	169:3 195:17	100:25 105:3	<b>spin (9)</b> 95:20,22,23	97:23,25 99:1 111:6	94:16,23,25 95:1,14
158:1,9,23 160:5	146:9	<b>significantly (6)</b> 55:2	112:6,10,14	96:1,10,13,22	114:4 116:2 124:20	99:4 124:5,8 167:15
165:22 166:3,3,24	<b>services (4)</b> 7:3 8:14	56:13,21 67:19 95:9	<b>soft (1)</b> 179:10	97:11,18	127:21 128:21	<b>stuff (4)</b> 28:17
167:3 172:8,25	16:11 67:11	211:21	<b>sold (7)</b> 49:7 51:9,21,22	<b>spine (1)</b> 17:17	132:20,20 133:8,9	33:10,12,12
173:9,13 174:25 175:1	<b>servicing (1)</b> 121:20	<b>signing (4)</b> 11:16 12:5,8	52:6,7,9	<b>spoke (4)</b> 174:13 197:4	134:1,8,21 141:21,21	<b>style (1)</b> 146:18
177:21 178:20	<b>set (16)</b> 1:11 23:16	184:18	<b>solely (1)</b> 121:5	202:23 206:4	142:4 144:7 145:8	<b>subcommittee (2)</b>
180:22,23 184:20	46:10 47:5,24 63:4	<b>signoff (1)</b> 198:17	<b>solution (2)</b> 19:17 43:3	<b>spoken (8)</b> 5:2 25:21	150:14 154:21,21	48:12,15
185:19 187:16,17	66:12,25 68:25 84:25	<b>signs (1)</b> 119:22	<b>somebody (8)</b> 28:12	26:19 53:1 173:21	155:18 166:11 178:11	<b>subcontractor (1)</b> 92:5
188:8 189:16,18	94:12 132:1 135:21	<b>similar (3)</b> 169:19 178:3	43:17 59:7 96:6,14	181:7 182:11 197:19	179:15 189:4,7,20	<b>subject (16)</b> 4:16 40:22
191:2,4,22,24	189:15,16 212:9	209:11	116:22 184:10 203:7	<b>sponsor (1)</b> 29:23	190:24	157:24 158:7 174:12
193:1,3,10,12,20	<b>sets (3)</b> 189:19,20,21	<b>simon (35)</b> 3:21 14:12	<b>someone (4)</b> 120:4	<b>spread (3)</b> 18:22 29:15	<b>statutorily (2)</b> 84:9,16	180:6 192:10
197:15 202:19 203:10	<b>setting (1)</b> 33:10	59:1 85:5,10 86:4	143:5 172:5 186:11	50:2	<b>staying (1)</b> 177:20	194:16,25 197:23
204:15,16,17,21	<b>setup (1)</b> 52:3	87:21 88:8 91:21	<b>something (41)</b> 13:1	<b>spreading (1)</b> 29:8	<b>step (7)</b> 192:23	198:4,6,7 200:10
205:8,9,25 206:5	<b>seven (1)</b> 199:19	98:12 103:20	14:13 34:5 56:24	<b>spreadsheet (8)</b> 207:9	194:12,12 200:6,6	210:3 211:4
207:3 209:4,21	<b>several (3)</b> 29:18 40:6	104:1,10,11,13,14,16,22	58:22 59:3,4,14 73:16	208:23 211:14,24	205:6,7	<b>subjects (1)</b> 20:4
213:6,10 216:16	81:2	106:4 111:5 126:25	87:15 88:4 92:22	213:12,22 214:8,18	<b>stephen (5)</b> 161:18	<b>submit (1)</b> 61:12
<b>seeing (3)</b> 4:13 148:7	<b>shared (1)</b> 203:8	133:25 134:15,17	95:13 102:13	<b>square (2)</b> 166:23	170:21 184:12 204:25	<b>submitted (3)</b> 69:15
188:6	<b>shed (1)</b> 27:1	139:10 141:17 143:5	109:22,23 111:24	168:15	213:18	192:2 201:10
<b>seek (1)</b> 93:25	<b>shes (1)</b> 110:4	158:5,18 160:2,3	112:5,9 117:23 121:17	<b>sro (5)</b> 20:14,19 21:1,4	<b>stepping (1)</b> 12:3	<b>subordinate (2)</b> 117:15
<b>seeking (1)</b> 201:15	<b>short (10)</b> 8:21 33:20	167:7,12 169:14	124:12,14 129:11,13	22:24	<b>steps (2)</b> 58:14 194:20	121:2
<b>seem (2)</b> 19:10,16	57:24 69:10 73:14	186:18	139:17 143:23	<b>stage (52)</b> 18:10 20:9	<b>steve (51)</b> 162:5,11	<b>subsequent (3)</b> 4:3
<b>seemed (4)</b> 7:2 108:6	123:10 131:5 164:8	<b>simonphilip (1)</b> 127:6	146:2,8,9 167:20	23:25 24:17	163:25 164:1 170:25	26:24 34:25
145:3 151:20	177:4,14	<b>simons (1)</b> 144:2	170:13 173:5,7	42:13,16,17 44:12	172:5,10,12	<b>subsequently (2)</b> 3:25
<b>seems (5)</b> 16:5 115:15	<b>shortfall (1)</b> 77:21	<b>simple (2)</b> 207:9 211:14	189:8,9 191:14,15	46:22 54:22,23 56:5	173:7,11,15,15,19,21,25	24:15
124:1 157:14 160:9	<b>shorthand (1)</b> 109:16	<b>simpler (3)</b> 81:22	203:4 209:10,11	70:14,20 79:9 85:16	174:1,13,17,24 175:10	<b>subsidiary (7)</b> 39:2,5,6
<b>seen (32)</b> 4:18 9:12	<b>shortly (5)</b> 24:21 55:6	153:19 169:10	<b>sometimes (1)</b> 181:24	88:7,10,25	176:2,11,13,14 177:22	41:11 91:18 112:10,13
12:21 39:21 41:22	115:20 129:7 215:9	<b>simplest (1)</b> 79:12	<b>soon (1)</b> 54:1	89:3,3,13,18 90:19	183:19,24 185:5,11	<b>substance (4)</b> 115:20
56:11 75:21 85:3,3	<b>should (45)</b> 12:11,12	<b>simplify (1)</b> 29:4	<b>sophisticated (1)</b> 95:9	93:17 94:23 95:6	186:1,5 187:7 193:22	138:22 146:17 160:18
102:15,17,19 103:12	26:4 28:24 30:21	<b>since (4)</b> 63:2 67:20	<b>sort (23)</b> 18:22 36:9	97:15 98:19 100:17	194:15 196:22,24,25	<b>substantially (3)</b> 35:7
107:10 108:20 115:11	31:14 32:5 33:11,21	130:17 161:19	38:22 39:24 80:11,17	101:17 119:6,10	197:3 202:23	42:15 43:10
143:9 147:3 168:6	34:24 45:22 46:7	<b>single (4)</b> 45:21 121:24	85:15 105:12 106:1	150:20,21,21 176:5	203:12,14 204:18,21	<b>substantive (2)</b> 36:22
169:18 171:9 188:11	49:11 55:13 71:7 74:2	141:5,6	109:8 119:1,16 120:19	178:14,24 190:4,5	205:7 206:4 207:4,6	37:8
189:3,6 196:4,5	75:10,16,22 89:10	<b>sir (53)</b> 1:3,9,11,14,17	130:16 162:23	192:14 198:25 200:25	209:20,22 213:1,5	<b>substituting (1)</b> 32:17
208:24	101:16 107:4	47:17,23 57:8,11,18	169:7,20 171:18	201:8 208:13 209:25	<b>sticking (1)</b> 74:10	<b>successful (4)</b> 20:1
209:3,4,10,11,18	114:13,19 115:17	58:1 122:21,24	181:11 203:21 210:13	211:5 212:1 213:23	<b>still (16)</b> 23:24 55:13	40:21 163:12 184:17
<b>selected (1)</b> 144:12	117:15 118:14	123:3,8,12,14,18,21	211:16 214:13	215:8,23	56:5 60:10 61:16,25	<b>sufficient (2)</b> 68:19
<b>selection (1)</b> 46:23	119:23,25 121:1,25	129:24	<b>sorts (1)</b> 181:22	<b>stages (2)</b> 27:14 50:6	69:18 72:25 76:10	134:10
<b>selecting (1)</b> 188:4	123:15 124:23 131:12	130:1,6,8,11,24	<b>sought (1)</b> 70:17	<b>stakeholder (2)</b> 32:4	79:4 80:14 90:15	<b>sufficiently (1)</b> 76:20
<b>send (5)</b> 5:7 25:20 59:4	139:10 140:1 141:6	131:3,7,12,17	<b>sound (1)</b> 138:16	37:1	93:16 101:9 120:15	<b>suggest (14)</b> 21:24
208:2,19	144:8,9 149:23 151:8	148:11,19,25	<b>sounds (9)</b> 12:3 30:7	<b>stakeholders (6)</b>	176:22	22:14 60:11 61:17
<b>sending (3)</b> 173:12	192:15 194:9 197:7,24	156:11,16,23	80:19 105:11 115:8	31:16,24 50:4,24	<b>stock (2)</b> 21:11 29:2	62:1 70:7 74:11 131:9
197:17 211:14	<b>shouldnt (4)</b> 33:9 34:19	157:1,6,10,15 175:1	126:18 134:17 138:11	190:15,15	<b>stood (3)</b> 77:11 148:21	138:15 139:20 141:14
<b>senior (10)</b> 14:10	101:16 133:13	176:24 177:3,11,16,18	206:9	<b>stalled (2)</b> 65:3 93:21	167:15	184:19 196:13 210:22
20:15,16 184:16,21,25	<b>show (12)</b> 33:17 40:18	191:6,13,18 212:20,24	<b>source (1)</b> 31:11	<b>stalls (1)</b> 184:5	<b>stop (4)</b> 57:11 71:16	<b>suggested (10)</b> 47:13
185:13 195:19,19	49:24 70:9 99:6	216:1,4,16	<b>space (2)</b> 18:13 164:8	<b>stand (3)</b> 88:23 106:10	216:2,6	61:5,7 86:15,18 91:17
196:5	103:21,23 104:13	<b>site (11)</b> 2:1 5:24 52:1,3	<b>speak (5)</b> 26:23 178:19	107:5	<b>stopped (3)</b> 64:9 77:7	127:12 169:17
<b>sense (15)</b> 14:5 19:8	114:14 119:15 134:24	53:16 73:6 97:16	183:24 184:7 203:12	<b>standard (6)</b> 6:15 7:8	152:8	178:2,19
34:5 55:20 56:22	150:25	119:19 160:4 203:9,10	<b>specialised (1)</b> 91:18	8:10 35:8,9 36:16	<b>story (1)</b> 57:10	<b>suggesting (4)</b> 11:20
109:8 112:7 170:14	<b>showed (6)</b> 26:15 67:18	<b>sitting (4)</b> 116:24	<b>specialist (10)</b> 9:8,15	<b>stands (3)</b> 63:4 67:3	<b>straightforward (1)</b>	45:17 92:12 160:9
173:19,25 174:5	78:11,11 124:21 179:7	132:16 185:11,15	13:20,22 15:8,20 39:1	78:20	108:8	<b>suggestion (2)</b> 31:20
175:19 178:19 189:12	<b>showing (1)</b> 92:14	<b>situ (7)</b> 38:7 39:4 84:4	161:1,2,3	<b>standstill (7)</b> 183:9	<b>strategic (1)</b> 162:16	96:20
201:22	<b>shown (8)</b> 26:12 41:7	120:15 121:3,14 122:2	<b>specific (19)</b> 9:6 16:1,4	188:3 192:8,10 194:25	<b>strategy (4)</b> 21:11	<b>suggestions (2)</b> 101:19
<b>sensible (4)</b> 9:4 19:16	71:6 78:21 103:13	<b>situation (10)</b> 25:6 35:7	36:2,6,7 37:10 43:13	198:7 199:14	58:18,19,20	208:2
101:13 115:15	105:24 148:20 214:8	53:2 73:7 75:5 107:3	46:2 48:25 130:25	<b>start (9)</b> 11:20 17:2	<b>street (1)</b> 171:3	<b>suggests (4)</b> 96:22 98:1
<b>sensitive (1)</b> 34:15	<b>shows (1)</b> 114:13	135:23 194:5 201:4	174:17 184:8 185:7	20:10 53:4 62:21	<b>strengthen (2)</b> 137:24	196:9,12
<b>sent (11)</b> 5:10 10:20,21	<b>shutler (2)</b> 184:12	202:5	214:9,10,11,11,21	171:7 183:12 190:18	139:6	<b>suitability (7)</b> 37:23
25:7,11 114:12 135:19	185:11	<b>sixth (1)</b> 66:15	<b>specifically (19)</b> 2:25	207:2	<b>strict (1)</b> 174:12	38:15 41:17 45:2,19
172:25 208:9	<b>side (23)</b> 4:2 5:22,23	<b>skeleton (1)</b> 183:11	5:13 10:15,16 18:24	<b>started (6)</b> 1:15 22:13	<b>strong (4)</b> 142:10 143:1	91:2,8
209:20,22	15:13 17:5,6,17 24:18	<b>skilled (1)</b> 33:7	74:21 99:15 104:2,3	37:15 68:17 79:8	144:3 201:7	<b>suitable (7)</b> 40:1,15
<b>sentence (4)</b> 68:11	28:1 43:13 49:5 51:7	<b>skills (9)</b> 12:18,22	108:12 115:1 166:16	199:13	<b>strongarmed (4)</b> 142:22	91:11 94:17,20,22
115:4 124:22 149:5	58:6 124:1 132:23	13:7,9,12,15,16,23	168:10 184:1,2	<b>starting (3)</b> 17:1 66:5	143:4,6 144:5	174:10
<b>separate (3)</b> 18:6 70:17	135:2,19 136:24 137:2	15:8	185:9,10 205:2 211:25	174:8	<b>stronger (2)</b> 132:12	<b>suite (1)</b> 6:15
167:23	166:22 167:2 180:23	<b>skipping (1)</b> 92:6	<b>specification (5)</b> 68:8	<b>starts (3)</b> 117:21 125:12	140:3	<b>suited (1)</b> 61:7
<b>separately (1)</b> 18:25	204:17	<b>sl (1)</b> 2:14	88:22 92:16,21 205:18	167:1	<b>strongly (2)</b> 102:18	<b>summarised (1)</b> 67:4

summarising (3) 128:20 129:6 170:8 summary (2) 62:22 135:22 supply (1) 205:16 support (1) 190:21 supported (1) 9:9 supporting (1) 172:15 supportive (1) 110:4 suppose (3) 49:19 105:7 179:11 supposed (3) 90:6 202:20,21 sure (23) 18:5 30:25 35:16 47:7 61:19 74:24 83:15 87:17 90:2,6 93:13,17 97:2 110:11 120:1 123:17 140:5 166:16 187:3 188:10 195:21 200:3 202:8 surprise (4) 75:24 76:1,3 102:12 surprising (2) 189:2,5 surrounding (1) 61:1 surveyor (1) 12:2 surveys (2) 92:15,18 suspect (2) 181:18 182:10 swallow (1) 79:5 sympathetic (1) 38:7 system (3) 10:22 20:6 95:10	48:15,16,19 55:19 65:15 70:24 71:17 89:2,8,20 93:20 94:4,9,14 102:10,13 109:17 111:4 119:18 138:2 139:14 151:22 167:15 184:22 185:1,6 197:17,18 208:4,7 209:15 211:17 214:14,23 215:15,17 technical (2) 83:18 146:6 telling (2) 7:18 36:21 88:8 96:14,21 97:3,3,11 103:8 104:12 148:6 149:23,24 150:14 153:25 180:16 185:11 187:6 200:20 201:19 204:19 211:23 tells (1) 188:10 ten (2) 177:5 183:9 tended (2) 163:13,15 tender (63) 14:19 23:7 40:23 41:15 42:10 45:22 46:11 47:7 67:13 82:13 83:9 88:2,23 89:14 110:25 145:2 152:16 153:1,23 154:2,14 155:23 156:13,14,14,20,22,24 157:7 159:7,14 160:13,15 179:20 180:11 182:17,17 183:1,3 189:24 191:4,20 192:2,4,6 198:12,13,15,19 201:3 203:18 205:14 208:5,11 209:17 210:17,20,23 211:18 212:14 213:21 215:6,22 tendered (1) 67:14 tenderers (3) 84:12 201:5,9 tendering (5) 47:4 53:15 132:9 152:22 158:20 tenders (2) 201:6,10 tenure (2) 17:12 93:15 term (2) 95:13 134:14 terminology (2) 100:21 174:19 terms (36) 5:15 7:6,14 8:17 12:1 13:8 15:16 19:23 21:17,24 22:3,3 29:14 33:1 34:3 36:19,22 48:10 54:17 81:18 93:23 95:2 98:3 103:2 110:22 118:11,12 140:11 144:22 161:1,9 194:24 195:21 198:20 205:17 213:25 tested (3) 80:12 110:25 144:13 testing (1) 179:11 text (7) 60:15 114:23 116:9 128:11 137:17 167:1 212:3 thames (1) 112:9 thank (43) 1:7,13,16,17 22:8 32:6 37:13 47:23	57:17,18,20,22,22 58:3 118:17 123:2,5,6,8,13,22 131:3,18 134:19 146:1 148:25 149:1 157:15 177:8,12,17,18 180:8 191:18 202:7 212:24 213:4 216:4,15,16,17,19,20 thanks (1) 125:25 thatll (1) 111:11 thats (94) 17:12 20:15 21:3 29:20 31:8 33:12 37:4,5,16 42:13 45:14 51:13 52:5 53:7,23 56:24 59:11,25 60:14 61:9 62:25 65:19 66:14 68:11 74:7 75:17 79:2 84:4 86:1,2,8,15 89:4 90:6 97:5 103:18 104:21 105:22 106:18 107:19 109:8 110:13,21 113:10 116:25 117:24 118:8,8,16 125:4 126:17 129:18 130:1,16 136:17 137:5 141:3,8 143:8 148:2 149:10,22 150:11 151:3 152:24 154:18,20 155:5,21 168:18 169:15 172:25 173:1 174:9 175:6,8,22 176:12 178:9 179:1 183:11 186:11 188:14 189:9 191:9,16 195:10 201:1 207:25 210:5 214:1,2 215:3,24 theirs (3) 3:23 67:16 186:3 themselves (4) 41:9 48:21 153:16 190:7 thereafter (1) 183:9 thered (1) 107:25 therefore (10) 11:13 12:5 44:8 101:8 106:21 142:18,20 173:11 192:7 197:23 theres (6) 50:21 116:9 154:4,4 175:14 194:3 theyd (9) 44:13 53:10 89:16 107:25 128:24 145:10 146:8 159:21 169:8 theyre (9) 12:3 54:8 66:12 88:12 148:10 150:14 153:16 160:5 161:24 theyve (4) 43:18 141:4 163:11,12 thing (16) 19:10 73:11 76:5,5,7,8 82:16 95:25 96:12 106:15 109:9 110:13 143:22 145:11 149:19 180:2 thinking (7) 41:21 90:9 142:3 163:10 199:25 203:22 214:14 third (14) 2:3 22:18 26:11 49:10 51:3 60:25 64:21 69:1 77:24 114:5 116:8	124:4 137:1 185:20 thomas (1) 59:2 thorough (3) 82:25 120:1 174:12 thoroughly (2) 55:22 120:18 though (1) 72:24 thought (36) 7:3 9:1 10:4 14:12 16:19 17:25 18:3,15 19:23 20:2 30:24 37:1 42:2,24 44:25 50:23 82:24 95:10 96:7 103:9 110:21,23 113:12 124:13 125:7 128:1,8 143:25 148:8 181:10 182:1 200:2 214:15 215:16,17,19 thoughts (1) 171:6 three (7) 85:2 114:4 115:12 199:4 201:5,6,9 threequarters (1) 61:14 through (66) 3:22,23 8:12 21:18 23:6 33:5 40:19,21 41:13 42:25 43:25 44:13,13 46:22 50:3 51:24 52:15 62:7,19 63:13 65:25 70:4 79:13 81:6 82:25 83:24 84:22 85:10,24,25 90:13,21 94:10 108:8,12 110:24 113:8,14 119:2 121:18,18 131:10 135:1,25 141:1,5 147:2 154:5,23,25 155:21 156:17,18 157:4 181:21 189:10,18 204:1,2 210:25 211:1,18,19 214:6,8 215:23 throw (2) 156:10 171:9 throws (1) 70:14 thurs (1) 203:4 thursday (2) 1:1 126:6 thus (1) 97:9 ties (1) 112:10 tight (1) 215:21 till (1) 55:10 tim (3) 184:12,14 185:11 time (141) 2:6 3:1 5:9,15 12:18 14:21,22,23 16:3,24,25 17:22,25 22:12,14 23:25 25:10 26:3,10,13 27:2,5 29:2 34:18,22 35:21 37:22 38:16 40:7 41:20 42:7 43:12 44:14,23,24 46:9,15,18 53:14 55:3 60:2 61:21 63:5 65:10 70:20 72:3,12 73:4,18 76:7 77:14 78:22 79:7 80:16,16,25 81:3 82:20 86:12 88:7 90:1,11,25 93:19,22 94:3 98:8 102:4,9,14 105:17 108:4 109:5,7 113:23 114:2,3,10 115:10 116:6 119:25 121:18,25 124:13,15	128:4 130:25 133:11 134:10,22,24 135:5 136:1 140:25 141:1,18 142:15 144:8,25 145:4 149:6 152:3 156:8 158:25 163:25 164:3,3,8,18 165:13,13 167:6 169:2,24 170:3 173:23 174:6 181:1,8,16,17 182:4,4 184:5 185:24 187:20 189:12 191:2 195:13,18 196:15,16 197:1 198:11 200:1 201:16,19 202:14 204:8,9 216:2 timed (1) 206:1 timeline (4) 118:5,10 154:7 190:23 timelines (2) 155:13,16 times (3) 122:17 169:4 176:16 timescale (1) 144:23 timescales (3) 203:3 207:16 213:15 timing (4) 5:17 29:17 54:17 116:16 title (3) 2:8 6:17 209:6 tmo (120) 2:17 3:13 5:3,10,15 6:10,19,21 11:11,15,21 12:18 13:13 15:8 16:25 17:12 21:1,12 22:4,11,21 23:12,19 24:2,5,11,18,23 25:9 26:19,23 27:8,15 29:24 30:1,17,20 32:13,15,18,25 33:3,6,14 39:13 47:25 48:21 51:19 56:5 61:7 63:6 69:4 70:21 73:12 74:2 75:21 76:23 77:15 79:4 81:22 82:15 83:14 87:5 89:25 92:7 93:13,16 94:14 95:18 96:8 97:9 99:1 102:9 105:20 116:11,13 117:4,13,14,25 118:19 121:19,23 126:8,21 127:8,10 128:6,8,12 132:2,21 134:1 136:4 137:7,14 139:12 140:2 142:1 147:21 148:8,14 150:24 152:13 154:6 173:20 174:15 176:16 179:1,20 181:18 185:3 186:7,11 187:11,15 195:15,23 197:20 207:7 tmo000008926 (2) 37:18 149:3 tmo00830537 (1) 84:25 tmo008305372 (1) 86:20 tmo008305373 (1) 93:9 tmo00850707 (2) 202:16 206:1 tmo0087977028 (1) 204:15 tmo0087977117 (1) 123:24 tmo0087977123 (1)	166:21 tmo0087977126 (1) 27:25 tmo0087977156 (1) 17:3 tmo0087977157 (1) 17:15 tmo0087977330 (1) 180:20 tmo0087977928 (1) 58:5 tmo0087977937 (1) 111:15 tmo10002702 (1) 114:3 tmo100027025 (1) 115:25 tmo100027026 (1) 117:10 tmo10038870 (1) 47:24 tmo100388701 (1) 49:13 tmo100388702 (2) 49:3 51:2 tmo10040921 (1) 187:14 tmo100409211 (1) 188:9 tmo100409212 (2) 187:17 189:21 tmo10048490 (1) 146:21 tmos (8) 48:11 70:15 78:24 90:2 106:18 116:6 136:25 201:15 today (5) 1:4 185:11,15 202:23 206:4 todays (2) 1:4 65:2 together (11) 4:19 78:21 139:24 151:3 189:18 195:14 207:1 208:4,7 214:24 215:15 told (32) 13:13 39:5 40:12 41:5 56:2 73:24 75:21 86:10 102:5,16 105:4,12 120:11 130:20 139:25 147:13 148:19 159:5,8,10,11 162:24 164:1 165:23 174:1 176:7,8 186:11 187:7 193:13 194:15 199:25 tomorrow (4) 134:9 205:20 206:14,24 too (13) 15:20 79:4,17 87:10,11,22,24 88:9 97:22 123:19 131:25 137:18 215:21 took (13) 26:7 33:17 53:20,24 54:2 100:8 109:14 115:14 194:20 201:1,13 202:1 205:17 topic (6) 1:22 16:23 57:7,9 160:12 212:18 topics (1) 130:5 total (3) 22:19 66:23 210:4 touch (2) 177:23,25 towards (2) 76:3 126:3 tower (58) 10:17 17:7 18:6,24 19:5 21:2,8,25 22:20 25:2,16 26:14 27:11,17 28:24 30:21 31:3,13 32:2 33:2,22	34:1,20 35:3 36:8 40:2 41:3,10,18 43:2,23 45:3,16 46:11,17,20 47:10 48:6 49:14,23 54:14 63:9 64:24 74:9 75:10 93:1 94:23 151:10 160:16 167:2 170:10,23 171:11 172:16 186:3 187:16 189:1,16 track (5) 14:11 31:1 33:25 80:10 91:14 traditional (8) 8:12,13 trail (9) 49:20,23 50:7,11,16,22 93:24 139:15 154:4 training (1) 12:18 transcript (2) 103:21 141:19 transparent (2) 108:9 111:12 treatment (1) 161:14 tremendously (1) 59:21 tried (1) 141:4 triggered (2) 45:20 195:10 triggers (1) 189:19 trouble (4) 27:9 123:18 166:12 189:14 trowers (1) 199:6 true (5) 93:5 136:21 142:13 143:16 178:16 truth (4) 96:16,24 97:1,20 try (10) 19:11 26:10 46:9 108:2 130:25 153:20 169:10 176:20 181:13 208:16 trying (27) 24:17,18 43:20 55:23,25 56:10,23 57:2 95:6 97:2 105:6 120:12 139:2 140:8 143:23 145:1 150:19 169:5 171:20,22 174:5 178:14,17 179:11,24 198:20 215:7 tuesday (2) 4:21 213:12 turn (6) 1:22 17:15 63:24 93:9 160:12 182:13 turning (2) 39:9 152:7 twist (4) 147:3,14,21 148:8 twothirds (3) 55:7 63:25 64:6 twoway (1) 30:22 type (6) 37:24 91:3,9,19 94:18 175:18 typical (1) 8:13
--	---	---	---	--	--	---

<b>underground (1)</b> 19:21	<b>usher (1)</b> 57:19	<b>wasnt (73)</b> 3:3,16	107:16 129:9,17	39:3,24 42:6	202:21	<b>1657 (1)</b> 193:3
<b>underlines (1)</b> 93:5	<b>using (3)</b> 6:13 55:14	5:13,24 6:14,15,17	142:16 146:15 152:6,7	43:10,12,18 45:22	<b>wrote (2)</b> 32:16 191:11	<b>16th (1)</b> 22:24
<b>underlying (1)</b> 31:20	107:21	7:21,23 8:21,23 9:1,25	159:25 183:19 210:16	62:7 69:10,16		<b>17 (2)</b> 68:15 146:23
<b>underneath (15)</b> 11:10	<b>usual (1)</b> 123:16	11:1 14:23 15:1 24:13	212:15	80:11,18 85:13 88:3	<b>Y</b>	<b>17th (1)</b> 212:5
28:6,6,20 58:17	<b>usurping (1)</b> 70:14	25:5,7,8 33:16 39:10	<b>west (1)</b> 29:7	89:1,3,4,23 94:2 101:7		<b>18 (7)</b> 17:10 60:7
59:3,13 68:2 69:2	<b>utilise (2)</b> 172:23 179:2	42:7 45:21 79:20	<b>weve (26)</b> 50:18 59:19	108:16 111:10 117:21	<b>yeah (22)</b> 17:24 22:7	66:14,19 68:16 132:24
111:24,25 158:7	<b>utilising (1)</b> 67:9	80:24 82:1,2,3 83:12	75:21 85:2,3 92:1	119:1,16,16 131:1	28:11,19 32:4 60:24	183:7
167:14,17 168:15		84:17 92:10 93:24	104:4 107:9 108:20	144:22 151:21 152:2	68:10 79:3 86:3 96:17	<b>183 (1)</b> 17:7
<b>understand (51)</b>	<b>V</b>	97:7 99:24 100:20	115:8,11 124:21 138:3	159:22 160:1,8 161:4	111:22 114:8 150:8	<b>19 (10)</b> 10:10 70:25
3:15,17 16:9,17 17:18		101:18 102:12	139:14,15	162:12,14,17,23 163:8	154:7 164:15 166:25	71:24 133:18,25
30:15 32:25 36:18	<b>vague (1)</b> 215:10	106:12,13,16 129:13	140:23,24,25 143:9	165:8,11 175:18 178:3	178:8 181:7 183:6	135:20 146:24 154:13
43:20,22 44:4,16 46:9	<b>vale (2)</b> 112:9,9	136:22 137:8 138:21	144:25 148:15,16	180:5 181:11	185:4 205:10 206:21	155:24 157:19
49:2 62:12 64:11	<b>valuable (2)</b> 100:8	139:16 141:11	160:13 168:6 169:17	190:20,22 198:25	<b>year (4)</b> 165:6,7 182:14	<b>1m (1)</b> 167:18
73:13,19 79:21 90:20	107:1	143:16,22,25 144:1,16	208:23	199:7 201:11 203:2,20	184:2	
98:3 103:3 105:1	<b>value (85)</b> 52:4 64:14	148:20 151:9 159:14	<b>whatever (1)</b> 71:5	204:3,12 210:15	<b>years (4)</b> 4:9 29:18	<b>2</b>
108:24 117:19 118:11	67:9 68:3,13 69:17	160:7 166:6 170:17	<b>whats (7)</b> 32:23 61:9	212:16 213:13	121:19 172:7	
120:3,12 121:9 131:20	81:8,11,17 82:2,3,6,8	175:13 176:17	91:22 165:2 176:9	215:4,20	<b>yesterday (6)</b> 15:10,21	<b>2 (19)</b> 2:5,6,7 10:10
139:11 144:17 147:19	84:21 90:12 98:2,5,23	178:13,23 179:5	206:25 213:10	<b>workdesign (1)</b> 66:2	42:21 57:14 162:2	11:3 49:3 51:2 66:20
150:19 161:11	100:25 107:14	185:25 195:4,24 199:6	<b>whenever (2)</b> 171:13,13	<b>worked (10)</b> 13:14	216:12	70:14 71:18 86:19
176:17,20,20	108:22,25	201:6,7,22 202:12	<b>whereas (2)</b> 137:18	18:25 93:19 106:12	<b>yet (1)</b> 133:5	94:13 123:1,8 132:5
178:15,17 179:21,22	109:2,3,10,21,25,25	212:2 214:17	138:16	107:2 140:20	<b>youre (15)</b> 4:17 22:5	152:13 189:19 206:25
183:12 199:10	110:3,7,9,9,19,23	<b>water (1)</b> 1:12	<b>whereby (3)</b> 10:23	162:10,13 165:3	30:7 32:17,20 36:21	207:1
201:14,17 203:21	111:1,11 117:8,16,23	<b>way (64)</b> 7:9 16:17 19:1	140:18 194:18	195:14	43:19 80:23 119:5	<b>20 (1)</b> 104:18
207:8 211:3 213:10,17	118:3,14,19 119:12	26:19,23 40:9 43:25	<b>whichever (1)</b> 47:2	<b>working (41)</b> 5:5 13:22	123:3 125:22,22	<b>200 (1)</b> 123:11
<b>understanding (19)</b> 6:1	120:7,8,11,12,16	49:8,10 51:3,10,19	<b>whilst (7)</b> 49:21 60:10	32:25 33:11 35:22	155:20 177:6 194:11	<b>2000s (3)</b> 161:19,23
7:11 8:11,22 16:3,5	121:15 122:1,4,8,11	52:18,18,19 55:8	61:16,25 69:13,18	37:25 38:4 39:3 41:24	<b>yourself (9)</b> 1:12	163:2
24:19 25:5,17 30:13	132:10,13 140:9,24	61:14 63:25 64:6 75:6	166:9	42:22 43:1 50:3,22,24	41:7,23 59:16 105:20	<b>2010 (1)</b> 161:25
31:2,7 116:5 127:16	144:22 149:9,16,20	76:11 80:9 84:20	<b>whoever (2)</b> 52:10	51:25 53:4 81:19	106:22 107:4 113:2	<b>2011 (1)</b> 163:19
128:12 166:2 176:18	150:1,4 152:23 157:2	90:16,17,17 91:24	129:9	83:12,16 91:3,9,19	211:24	<b>2013 (84)</b> 17:1,10
201:16 203:9	197:6,23 198:5,6,9	96:8 97:4,9 101:6,20	<b>whoevers (1)</b> 52:10	92:15,23 93:7 106:14	<b>yvonne (1)</b> 48:4	22:10,24 23:2
<b>understood (9)</b> 8:18	199:10 200:11	109:2 110:24	<b>whole (18)</b> 18:25 23:9	122:13 138:12,15		27:4,8,15 28:2 34:18
16:12,14,16 25:9	203:20,21 204:6,13	111:11,12 124:9,12	43:15 79:19 80:12	144:21 152:8 160:3	<b>1 (16)</b> 1:25 17:2 27:25	40:13,24 42:11 47:25
44:12,17 105:11	205:13,17 208:2,13	127:3,18 128:14	83:24 89:2 96:16,24	161:22 163:1,7 172:6	49:12 59:25 70:10	54:1 58:5,7,10,23
141:10	210:3,11,13 211:7	129:15 133:8	97:1 102:13 130:17	181:8,9,17 196:7	71:16 87:9 94:11	59:24 63:2 64:21
<b>undertake (1)</b> 131:15	214:10	137:16,22 138:2,7,15	142:20 143:12,15	214:3	125:13 168:7 207:1,2	66:14,18,19 75:22
<b>undertaken (3)</b> 45:5	<b>valued (1)</b> 107:2	139:9 141:10 143:7,18	172:1 186:16 201:3	<b>works (47)</b> 5:23,24	213:6 217:3,5	77:12 85:2 88:8
47:12 64:10	<b>variable (1)</b> 211:5	144:6 146:14 148:18	<b>whom (3)</b> 47:9 51:22	18:9,10 22:23 23:21	<b>10 (17)</b> 65:19 78:2	98:8,10 99:10 102:24
<b>underway (4)</b> 60:10	<b>variety (1)</b> 3:19	151:7 157:6 162:11,21	52:6	24:5,11,25 26:1	150:16 187:11,13,19	107:8 111:16,17,23
61:16,25 69:19	<b>various (6)</b> 37:20 50:3	169:6,10 175:14	<b>wider (4)</b> 21:22 29:7	29:5,15 35:2,4 38:1	188:3 192:23,25 193:3	114:5,6,15
<b>unequivocal (4)</b> 22:25	154:5 163:10 165:20	190:10 214:12	101:3 179:19	42:9,12,15 45:24	195:9 196:21 197:3	116:3,12,19,24 117:14
71:25 72:13 92:10	178:5	<b>ways (2)</b> 90:11 146:6	<b>wideranging (1)</b> 199:23	50:12,19 51:1	200:9 216:17,19,22	118:13 124:2 125:12
<b>unfamiliar (1)</b> 191:10	<b>ve (2)</b> 68:4 76:25	<b>wed (32)</b> 5:21,22,23	<b>williams (23)</b> 2:23 3:14	54:17,17 74:22,24	<b>100 (2)</b> 190:8 192:1	127:1 132:3,21,21,24
<b>unfavourable (1)</b> 140:2	<b>vehicular (1)</b> 19:21	39:6,12 79:8 92:5 97:1	4:15 5:10 7:17 8:3	87:3 88:2,15 89:9,16	<b>1000 (1)</b> 1:2	133:17,18,21,25
<b>union (1)</b> 192:12	<b>venture (1)</b> 172:17	108:1,5 127:17,17	9:18 13:12 14:6	91:15 92:1 98:17	<b>10048 (1)</b> 66:19	141:22 145:8
<b>units (2)</b> 18:13 19:19	<b>venue (1)</b> 193:17	128:12,13 129:18	146:22,25 147:13	99:21 100:15 101:25	<b>101 (1)</b> 123:9	146:22,23 149:6,18
<b>unless (3)</b> 56:11 77:6	<b>verbatim (1)</b> 54:8	138:4 141:9,10 153:7	187:10,18 188:17	153:16 163:11 169:19	<b>10th (1)</b> 194:21	151:5 152:13 153:6
151:15	<b>versa (1)</b> 14:14	156:19 169:1	189:18 199:11 201:23	198:18 199:11 201:23	<b>11 (4)</b> 20:11 65:25	157:19 159:5 160:22
<b>unnecessarily (1)</b> 33:10	<b>version (7)</b> 63:11	181:10,11 188:22	202:17 207:5,22	209:7 210:10 212:14	197:15 200:9	166:22 167:11 168:22
<b>unnecessary (2)</b> 17:25	133:15 134:2 135:19	192:17 194:6 198:8	209:20 213:7	214:5	<b>1115 (2)</b> 57:6,23	170:4,9,22 171:10
30:25	147:8,24 155:24	199:5 201:4,5	<b>willingly (1)</b> 140:16	<b>worth (5)</b> 13:24 122:18	<b>1135 (3)</b> 57:20,22,25	173:24 174:15 176:6
<b>until (10)</b> 94:3 131:10	<b>vfm (1)</b> 147:2	211:6,11	<b>willingness (1)</b> 67:17	192:4 203:7 212:14	<b>11th (1)</b> 198:3	180:11,22 182:18
151:21 154:13 161:14	<b>via (4)</b> 19:13 98:24	<b>wednesday (2)</b> 202:19	<b>win (4)</b> 79:15 83:8	10:16 12:2,22 14:5,8	<b>12 (23)</b> 65:5 149:20,25	183:14 184:13
188:22 190:4 194:21	153:8 160:11	204:18	119:1 202:11	35:15 47:4 48:25	166:22 167:11 168:22	<b>2014 (20)</b> 2:1 3:12 4:8
205:15 216:22	<b>viable (3)</b> 60:11 61:17	<b>weds (1)</b> 203:11	<b>windows (2)</b> 198:16	54:24 57:1 76:1 83:10	183:4 191:4,21,25	5:10 10:9,10 14:19
<b>unwelcome (2)</b> 75:24	70:7	<b>week (12)</b> 116:12,19,23	211:3	96:4 118:19 119:11	192:14 202:18,19	160:22 182:14,20
76:1	<b>vice (1)</b> 14:14	126:2,14,15 134:8	<b>winner (1)</b> 213:20	142:18 162:20 188:11	203:12,14	183:4,7 187:19
<b>unwise (5)</b> 186:15,24,25	<b>views (3)</b> 32:4 36:5	194:22 198:1 203:5	<b>wise (1)</b> 92:8	189:2,5 201:24 216:2	204:11,15,18 205:8,21	191:21,25 192:23
187:4 200:23	151:6	205:5 206:7	<b>withdraw (1)</b> 23:3	<b>write (11)</b> 114:25	206:2,24 214:9	193:3 204:11,14,18
<b>update (5)</b> 2:1 17:7	<b>virtue (1)</b> 3:6	<b>weeks (4)</b> 23:12 55:10	<b>witness (23)</b> 1:10,13,16	129:19 140:1	<b>12148 (1)</b> 66:18	<b>2020 (2)</b> 1:1 216:23
85:3 99:1 134:7	<b>visit (1)</b> 162:2	178:11 183:1	37:17 57:17 58:3 99:5	147:4,15,22 148:9	<b>12213 (1)</b> 167:2	<b>21 (22)</b> 66:23 67:20
<b>updated (3)</b> 132:24	<b>voice (2)</b> 123:15 129:25	<b>weighting (1)</b> 82:14	123:2,6,13,17,20	191:10 204:21,25	<b>12m13m (2)</b> 149:8,16	98:8,10 99:10 102:24
136:24 141:21		<b>welcome (1)</b> 1:3	130:3,7,10,22 131:18	206:20	<b>13 (14)</b> 28:2 34:18 66:1	103:16,25 107:8
<b>upon (6)</b> 4:24 69:14	<b>W</b>	<b>went (12)</b> 18:10 21:17	149:2 151:1 177:9,17	<b>writes (2)</b> 125:21 207:3	116:19,24 149:20,25	111:17,23 115:10,14
77:8 98:21 107:12	<b>wait (3)</b> 55:10 118:19	74:21 83:23 100:7	212:23 216:15	<b>writing (6)</b> 138:9,12,21	204:21 206:16,22,23	117:25 118:13 120:23
116:5	205:15	101:24 107:5 135:25	<b>won (2)</b> 14:20 195:17	140:3 144:5 172:10	207:4 213:6 214:9	127:1 128:22 150:15
<b>urgency (4)</b> 38:19 39:11	<b>waited (1)</b> 156:6	142:4 171:13 182:17	<b>wonder (3)</b> 96:19	<b>written (7)</b> 52:10,12	<b>1314 (1)</b> 207:4	155:12,18,21
40:18 199:17	<b>waiting (1)</b> 130:13	189:10	134:22 187:23	91:22 127:20 134:10	<b>13th (1)</b> 116:12	<b>212 (1)</b> 131:4
<b>usable (1)</b> 172:19	<b>walkway (1)</b> 19:13	<b>werent (33)</b> 5:14 13:10	<b>wondering (2)</b> 130:3	141:6 153:11	<b>14 (3)</b> 66:4 78:9 182:20	<b>21st (1)</b> 117:14
<b>used (9)</b> 57:1 96:1	<b>wall (1)</b> 20:6	14:11 16:20 35:4 39:9	<b>wont (1)</b> 130:21	<b>wrong (12)</b> 31:21 61:24	<b>15 (5)</b> 2:1 3:12 4:9	<b>22 (7)</b> 1:1 127:1 132:21
104:24 106:18 108:3	<b>wanting (5)</b> 27:11 34:3	40:4,22 41:1 43:6,23	<b>work (69)</b> 18:16,17	103:9 116:25 124:11	66:24 78:16	133:17 152:14 153:21
121:15 175:21 198:22	103:2 127:20 129:3	44:4 57:2 73:5 84:14	19:19,23 25:12 28:17	132:17 178:21,22	<b>15th (1)</b> 23:2	156:12
203:18	<b>wants (1)</b> 98:17	90:12 91:10 93:21	29:8 37:21,25 38:7	182:3 185:16,18	<b>16 (3)</b> 67:7 68:3 180:22	<b>220 (1)</b> 130:24
<b>useful (1)</b> 207:24	<b>warning (1)</b> 119:22	97:11 98:2,4 103:9				<b>22nd (1)</b> 116:3

**23 (6)** 59:24 86:2  
 102:18 104:18 127:21  
 155:18  
**230 (1)** 131:6  
**23rd (2)** 132:23 145:9  
**24 (11)** 71:7 104:23  
 114:6,12,15 115:12  
 124:19 125:11,13  
 132:14 155:11  
**25 (12)** 47:25 54:1  
 59:18,25 71:12 72:1  
 74:19 75:22 76:13  
 99:25 102:15 191:25  
**26 (4)** 85:2 102:20,23  
 216:23  
**27 (3)** 58:23 133:7  
 189:11  
**270000 (4)** 204:7  
 208:12 210:12 212:14  
**270k (1)** 202:24  
**28 (3)** 125:12 204:16,17  
**29 (1)** 5:10  


---

**3**  


---

**3 (12)** 2:5,6 22:10 40:24  
 70:19 71:21 89:24  
 93:9 95:17 126:7  
 189:19 205:8  
**30 (1)** 172:7  
**31 (2)** 2:8 11:4  
**32 (1)** 2:12  
**33 (2)** 2:16 149:4  
**330 (3)** 131:10,13  
 176:22  
**333 (1)** 177:13  
**345 (3)** 177:6,11,15  
**35 (1)** 37:19  
**3pm (1)** 99:2  


---

**4**  


---

**4 (6)** 70:23 124:2  
 133:14 183:14 187:25  
 189:21  
**40 (1)** 82:14  
**42 (1)** 78:10  
**43 (1)** 67:8  
**44 (1)** 68:2  
**440 (1)** 216:21  


---

**5**  


---

**5 (20)** 49:4 62:21 63:15  
 71:10 86:14 91:4,7  
 134:2,22 135:18  
 147:24 151:3,4 170:22  
 172:10 174:15 175:25  
 177:22 178:25 190:7  
**504m (1)** 23:2  
**527 (1)** 206:1  
**57 (1)** 17:15  


---

**6**  


---

**6 (18)** 37:18 63:25  
 91:16 117:10,12 132:3  
 133:1,21 139:23  
 151:2,3 152:13,17  
 153:6 155:22 159:5  
 183:14 184:13  
**60 (1)** 82:14  
**60m (1)** 22:19  
**684000 (5)** 79:2,16  
 80:14,22 81:24  
**684k (3)** 67:3 78:20  
 85:12  
**6th (2)** 99:2 126:6

---

**7**  


---

**7 (6)** 92:6 151:2 182:25  
 186:9 190:16 194:5  
**700000 (1)** 150:16  
**720 (1)** 197:3  
**765000 (2)** 78:13,25  
**765k (1)** 66:9  
**7th (2)** 192:18,21  


---

**8**  


---

**8 (5)** 64:20 77:22 85:14  
 92:6 141:23  
**800000 (4)** 210:5,18  
 212:11 215:13  
**800k (2)** 207:12 209:8  
**83 (2)** 81:25 90:17  
**84 (1)** 210:24  
**8415000 (1)** 209:7  
**85 (6)** 64:25 65:22  
 78:1,6 82:22 83:4  
**85m (2)** 68:6 71:19  
**864k (1)** 68:6  


---

**9**  


---

**9 (6)** 65:19 86:20 92:12  
 149:10,23,24  
**90 (1)** 190:7  
**92 (1)** 210:24  
**9364 (1)** 78:13  
**9364m (2)** 66:9 68:6  
**949k (1)** 66:10  
**9m (1)** 149:7