



Grenfell Tower Inquiry

Day 128

May 11, 2021

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Tuesday, 11 May 2021

1
2 (10.00 am)
3 SIR MARTIN MOORE—BICK: Good morning, everyone. Welcome to
4 today's hearing. Today we're going to hear evidence
5 from Ms Laura Johnson, an employee of the Royal Borough
6 of Kensington and Chelsea.
7 Yes, Mr Millett.
8 MR MILLETT: Yes, Mr Chairman, good morning. Members of the
9 panel, good morning.
10 I now call Ms Johnson, please.
11 MS LAURA JOHNSON (affirmed)
12 SIR MARTIN MOORE—BICK: Thank you very much.
13 Yes, Mr Millett.
14 MR MILLETT: Yes.
15 Questions from COUNSEL TO THE INQUIRY
16 MR MILLETT: Ms Johnson, can I begin by thanking you very
17 much for coming to this public inquiry and assisting us
18 with our investigations, we are extremely grateful to
19 you.
20 If you have any difficulty understanding any of the
21 questions that I'm asking you, or you want me to put the
22 question in a different way, I'm very happy to do that.
23 We're going to take scheduled breaks during the course
24 of the mornings and the afternoons, but if you feel you
25 need a break outside those scheduled times, then please

1

1 just say so and we can take a short break.
2 One thing I would ask you to do, please, is to keep
3 your voice up, so that the transcriber, who sits to your
4 right, can get down what you're saying exactly right.
5 It also helps not to nod your head or shake your head,
6 but say "yes" or "no" as the case may be.
7 You have made a number of statements to the Inquiry,
8 but for the purposes of my questions I'm going to be
9 asking you about four of those, and I'm going to put
10 those to you now.
11 The first is {RBK00034943}. That's what I'm going
12 to call your first witness statement. Is that the first
13 page of that witness statement?
14 A. Yes, it is.
15 Q. Now, if you go to page 49, you will see that there is
16 a date and a signature. The date is 8 November 2018 and
17 there is a signature; is that your signature?
18 A. Yes, it is.
19 Q. The second witness statement I'd like to put to you is
20 at {RBK00054420}. Is that the first page of your
21 further witness statement?
22 A. Yes, it is.
23 Q. If we go, please, to page 8, we can see a date and
24 a signature. The date is 27 September 2019, and there
25 is a signature there. Is that your signature?

2

1 A. Yes, it is.
2 Q. I'll call that your second statement.
3 Then we have {RBK00057506}, please. Is that your
4 third witness statement or further witness statement?
5 A. Yes, it is.
6 Q. If we go, please, to page 3 of that statement, we will
7 see a signature and a date. The date is
8 31 January 2020. Is that your signature there?
9 A. Yes, it is.
10 Q. Finally, {RBK00063638}. That's the first page of
11 a further statement or supplementary statement that you
12 did, I think, this year. Is that the first page of that
13 statement?
14 A. Yes, it is.
15 Q. Can we please go to page 3 of that statement. Again,
16 there is a signature and a date. The date is
17 13 April 2021. Is that your signature?
18 A. Yes, it is.
19 Q. Have you read each of these witness statements that I've
20 just shown you recently?
21 A. Yes, I have.
22 Q. Can you confirm that the contents are true?
23 A. I can.
24 Q. Thank you.
25 Have you discussed your statements or your evidence

3

1 with anybody before coming here today?
2 A. No, I haven't.
3 Q. Now, I'm going to start with some questions about your
4 background and your training, if I may.
5 If we can go, please, to your first witness
6 statement at page 2 {RBK00034943/2}, paragraph 6, you
7 set out there under the heading "Background and Role",
8 your experience in housing.
9 At paragraph 7 you say that you joined RBKC in 2009,
10 initially as a secondee from the London Borough of
11 Islington; is that right?
12 A. Yes.
13 Q. You were I think made a permanent employee in 2010.
14 Why were you initially seconded to RBKC?
15 A. The role at RBKC was advertised on a secondment basis
16 rather than on a permanent basis, so that's how
17 I undertook the role. It was based on an 18-month
18 contract, so I was employed on that basis.
19 Q. I see.
20 What was the nature of your previous roles at
21 Greenwich and then at Islington?
22 A. At the London Borough of Greenwich I worked on housing
23 strategy, housing policy, supporting people, and estate
24 regeneration, and at the London Borough of Islington
25 I worked on policy and on strategy and as head of the

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1 development team, and then for a period of time I was
 2 the director of housing at Islington, and then I came to
 3 RBKC.
 4 Q. Did your previous roles, such as you've just described
 5 them, involve dealing with tenant management
 6 organisations?
 7 A. There were tenant management organisations in the London
 8 Borough of Islington, but I did not have any direct
 9 experience of dealing with them.
 10 Q. What about at Greenwich?
 11 A. There may well have been at Greenwich, but I didn't deal
 12 with them.
 13 Q. Did any of your previous roles involvement management of
 14 construction projects?
 15 A. Not direct management of construction projects, more
 16 commissioning of housing associations to undertake
 17 construction of affordable housing.
 18 Q. Did those involve refurbishment of existing buildings?
 19 A. At the London Borough of Islington, there were a number
 20 of projects that were undertaken on estate regeneration,
 21 and I wasn't directly in charge of them but I was
 22 indirectly on some occasions involved in some of those
 23 projects.
 24 Q. Were any of those high-rise blocks of flats?
 25 A. No, they were not.

5

1 Q. Do you have any professional or industry qualifications
 2 in housing management or local government?
 3 A. No, I do not.
 4 Q. Now, before your recruitment at RBKC, what training, if
 5 any, had you received in relation to fire safety?
 6 A. None.
 7 Q. Did RBKC provide you with any fire safety training when
 8 you were recruited?
 9 A. No, they did not.
 10 Q. What about thereafter?
 11 A. No, they did not.
 12 Q. Did RBKC provide any continuing fire safety training for
 13 employees generally in the housing department?
 14 A. No, they did not.
 15 Q. Were you ever provided with any training in relation to
 16 the obligations of responsible persons under the
 17 Regulatory Reform (Fire Safety) Order 2005, or RRO as we
 18 call it?
 19 A. No, I was not.
 20 Q. I'm now going to ask you some questions about your role
 21 in relation to the Grenfell Tower project refurbishment
 22 specifically, and your initial role in the decision,
 23 which I think you cover at paragraph 44 of your first
 24 statement, if we can just look at that at page 10
 25 {RBK00034943/10}, please. That's where you cover it

6

1 initially here, under the heading "Modification to the
 2 Tower 2012–2016, Decision to refurbish Grenfell Tower".
 3 You say in paragraph 44 that you were the senior
 4 responsible officer, or SRO, for the KALC project; is
 5 that right?
 6 A. That's correct.
 7 Q. Why were you in particular, as director of housing,
 8 appointed to the role of SRO on the KALC project, can
 9 you tell us?
 10 A. I was appointed, as I say in my statement, by
 11 Derek Myers, who was looking for an officer within the
 12 local authority who had experience of working in
 13 development, I believe.
 14 Q. Right. But KALC was a school and a leisure centre, not
 15 a housing project.
 16 A. That's correct.
 17 Q. Can you give us any insights into why Mr Myers thought
 18 you were the appropriate person to take on the SRO role?
 19 A. I can't, I'm afraid, you would have to ask Mr Myers.
 20 Q. Well, did you ever ask him yourself?
 21 A. I don't remember, to be honest with you, it's some time
 22 ago now.
 23 Q. Did it ever occur to you that you might be a rather odd
 24 choice, given the nature of the development as against
 25 the nature of your own experience?

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1 A. I did not think it was an odd choice, I thought it was
 2 an opportunity given to me by the chief executive in
 3 order to be able to take responsibility for
 4 a significant project that the council was undertaking,
 5 and I was interested to do so.
 6 Q. Now, did you often at that stage take on the role of SRO
 7 on projects where RBKC was the client?
 8 A. No, I think I was — I may have been an SRO on other
 9 projects, but I can't recall them at this moment. But
 10 this was the most significant project that I was SRO on.
 11 Q. Right.
 12 What were, if you can just give an outline, your
 13 responsibilities as SRO in respect of the KALC project?
 14 A. So SRO I believe is taken from the PRINCE 2 project
 15 management methodology, and within that, as an SRO, you
 16 have overall responsibility for the project, so bringing
 17 together the disparate teams in order to make them work
 18 as one in order to deliver the project objectives.
 19 Q. Now, we know the decision to refurbish Grenfell Tower
 20 came after the decision to undertake the KALC project,
 21 put very generally.
 22 Is it right that, as a delegated project run by the
 23 TMO, there was no SRO for the Grenfell Tower
 24 refurbishment?
 25 A. That's correct.

8

1 Q. Yes. As such, do you agree that you, in any capacity,
2 had no decision-making power in respect of the
3 Grenfell Tower project?
4 A. That's correct.
5 Q. How would you describe RBKC's role in respect of the
6 Grenfell Tower project?
7 A. RBKC were the holders of the housing revenue account,
8 the HRA, and as such we were the funders of the project,
9 and we regularly liaised with the TMO on a number of
10 matters across housing management, housing maintenance,
11 housing repairs, so we had oversight in terms of how the
12 Grenfell Tower project was being undertaken.
13 Q. Oversight, I see. We will come back to look at that in
14 a bit more detail.
15 Would you agree that you did have a decision-making
16 role at the very least in respect of the budget for the
17 Grenfell Tower refurbishment project?
18 A. The members had decision-making over the budget for the
19 Grenfell Tower decision-making(sic) project, but I would
20 be responsible for putting forward papers to Cabinet in
21 order for them to be able to make a decision about the
22 budget.
23 Q. So I think the answer to my question is that you
24 personally, in your capacity as director of housing,
25 didn't have decision-making powers yourself in respect

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1 of the budget, but simply facilitative?
2 A. Facilitative, that's correct.
3 Q. Right.
4 Within the scope of that facilitation, was your role
5 limited to the budget for the project or did it go
6 beyond that?
7 A. I'm sorry, I don't understand your question. Do you
8 mean --
9 Q. Well, so far as you had any decision-making power at
10 all --
11 A. Yes.
12 Q. -- even though limited in the way you've just described,
13 did that power or facilitative opportunity, if you like,
14 go beyond the budget? Did it go into matters of detail
15 relating to the construction project, for example?
16 A. No, it did not.
17 Q. Let's look further down page 10 of your statement
18 {RBK00034943/10}, paragraphs 45 to 46 -- and I summarise
19 here -- you say that the possibility of refurbishing
20 Grenfell Tower arose as a result of consultation with
21 the residents during the KALC project. I have
22 summarised that. Is that correct?
23 A. Yes.
24 Q. You say that the residents of Grenfell Tower would, on
25 occasion, raise the condition of the tower during

10

1 resident consultation events for KALC, and they would
2 include things like the lifts, the heating, water
3 pressure, poor sound and thermal insulation; yes?
4 A. That's correct.
5 Q. Yes. Thermal insulation specifically because of the
6 windows.
7 A. Because the windows were very old, and there was a lot
8 of draughts coming through, so they raised the fact that
9 there was very poor sound insulation and very poor
10 thermal insulation due to the draughts.
11 Q. Right.
12 Did the residents complain specifically about the
13 poor thermal performance more generally, other than the
14 effect of the old windows?
15 A. Not to my knowledge, no.
16 Q. No. I mean, for example, did they complain generally
17 that their flats were too hot in summer and too cold in
18 winter?
19 A. Yes, they did.
20 Q. They did. But because of the windows?
21 A. Also because of the way the heating worked. It was
22 a district boiler system, whereby we had one boiler that
23 heated the whole of Grenfell Tower, and so the heating
24 was turned on in the -- for the winter period and
25 I believe it was turned off around 1 April, 1 May,

11

1 I can't remember the exact date, so there was no heating
2 in the building -- central heating in the building
3 during that time.
4 But the way the heating pipes ran through the
5 building and the hot water pipes ran through the
6 building meant that some people's flats were very, very
7 warm also in the summer, because the hot water pipes ran
8 through their flats, heating their flats up. So it was
9 the worst of both worlds, really, for tenants there.
10 They could either have very warm flats or very cold
11 flats, but with no control over how their heating worked
12 in their particular flat.
13 Q. Yes, I see.
14 Now, you say in paragraph 46 -- if we can just turn
15 the page to page 11 {RBK00034943/11}, please, so you
16 have it in front of you -- that you visited
17 Grenfell Tower a number of times. Do you remember when
18 you did so?
19 A. I can't remember the specific times that I went, but
20 I went to Grenfell Tower more than any other block in
21 the borough over my duration of time as director of
22 housing.
23 Q. Right. Can you give us an idea of the number, just in
24 rough terms?
25 A. Oh, I probably went -- well, I did all of the KALC

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1 consultation meetings, and they weren't in the tower but
 2 they were to the side of the tower. I visited the
 3 boxing club, I visited the nursery, the playground. So
 4 I probably went to the tower anywhere between 10 to 20
 5 times.
 6 Q. Now, I'm going to move to the first specific event,
 7 which is the strategic development committee meeting of
 8 1 December 2010.
 9 Looking a little bit lower down page 11
 10 {RBK00034943/11}, you say at paragraph 47 that:
 11 "The possibility of investment at
 12 Grenfell Tower/Lancaster West estate was mentioned at
 13 a RBKC Strategic Development Committee on
 14 1 December 2010 ..."
 15 You produce as your exhibit LJ/1, which are minutes
 16 of the RBKC strategic development committee of that
 17 date. That's, please, at {RBK00000576}. Let's just
 18 have that up.
 19 There is the minute of the group meeting,
 20 committee room F.
 21 Let me just ask you some general questions first.
 22 What was the purpose of the strategic development
 23 committee?
 24 A. I can't remember, to be honest with you, in any detail.
 25 Q. Who would normally attend group meetings like that?

13

1 A. There would be officers from across the council who
 2 would attend who had some involvement — both from
 3 housing, planning, building control, traffic management,
 4 who had involvement in looking at strategy developments
 5 that were being undertaken in the borough.
 6 Q. If we go to page 6 {RBK00000576/6}, please, in this
 7 document, we can see the attendances.
 8 Now, it doesn't appear that you were actually at
 9 this meeting because, if you look under the "Declined"
 10 list, which is quite long, you are the third from
 11 bottom. So you weren't there.
 12 But let's just look at page 2 {RBK00000576/2}. If
 13 we go to page 2 and look under point 4, you can see
 14 "KALC", and if we go to page 3 {RBK00000576/3}, the
 15 first mention of Grenfell we see here is on that page
 16 under "Existing uses", if you see at the top of the
 17 screen. It says:
 18 "Existing uses: open space — Acknowledge strong
 19 residents views on play and open space. Grenfell has no
 20 open space or balconies — keep as much open space as
 21 possible."
 22 Now, I know that you weren't there, as I've shown
 23 you, but would you agree that this response related to
 24 mitigating the impact of the KALC works on the play area
 25 and open space available to Grenfell Tower residents?

14

1 A. Yes, I would.
 2 Q. So that was the concern or a concern at that stage?
 3 A. Yes, I would.
 4 Q. Do you agree that that doesn't relate specifically to
 5 the possibility of refurbishing Grenfell Tower?
 6 A. That's correct.
 7 Q. Staying on that page, if we can, looking further down
 8 the page, halfway, there is a subheading in bold,
 9 "Movement: new north south route — full vehicular or
 10 restricted?" And then there is a heading over the page
 11 on page 4 {RBK00000576/4}, if we just go to that,
 12 "Movement: east/west". There it says:
 13 "Improve routes around base of Grenfell to aid the
 14 north/south route link to the walkway along the Railway
 15 viaduct. In fact, invest in the whole of the
 16 Grenfell/Lanc west 'join', and make it less grotty and
 17 a better area."
 18 Would you agree that this response related to the
 19 routes around the base of Grenfell Tower rather than the
 20 refurbishment of the tower itself?
 21 A. Yes, I would.
 22 Q. Was it your view that the area around Grenfell and the
 23 Lancaster West Estate was grotty?
 24 A. Yes.
 25 Q. What was meant by "a better area", do you think? I know

15

1 you weren't there, but what was the sense as you
 2 understood it at the time about how to make it a better
 3 area?
 4 A. The area around Grenfell Tower was — certainly if you
 5 went at night, was very dark. The routes through the
 6 area in and around Grenfell and Lancaster West were very
 7 poorly defined, and if you were walking on to the
 8 estate, it was quite difficult for you to work out your
 9 orientation or your direction, both to find the entrance
 10 to Grenfell, how to find the entrance to the leisure
 11 centre which was existing at the time, how to navigate
 12 your way round the football pitches and how to find the
 13 community room there, and then how to ultimately walk
 14 through to the tube station, and it was dark and it was
 15 foreboding, and it felt somewhat cut off from the
 16 surrounding streets.
 17 Q. Right. Yes.
 18 Is it fair to say, on the basis of what you've just
 19 said, that the driver at this time for the refurbishment
 20 of Grenfell was in order to perhaps put into better
 21 value the KALC and leisure centre project, so that
 22 people trying to find those buildings would not have to
 23 suffer the grotty area around the base of the tower?
 24 A. No, I don't think so, to be honest with you. The area
 25 around the base of the tower wasn't a route through

16

1 towards the leisure centre and/or the school, which
 2 faced out on to the road, so you wouldn't have come from
 3 that direction. But I think there was a general feeling
 4 of trying to create a better environment — it is
 5 a very, very tight area around the base of the tower
 6 where the school and the leisure centre were placed, and
 7 so I think there was a general feeling that there should
 8 be a better public realm in that area and better routes
 9 through that had better legibility. But, no, I don't
 10 think it was a reflection on Grenfell particularly.
 11 Q. Better legibility, can you explain that?
 12 A. So a better understanding, if you were driving or if you
 13 were walking or coming from the tube or getting on the
 14 bus, how you would get yourself orientated to be able to
 15 find where you were going.
 16 Q. Right.
 17 Now, no mention is made of Grenfell Tower other than
 18 those that I have shown you in this document.
 19 If you go back to your first witness statement,
 20 please, at paragraph 47 {RBK00034943/11}, just a little
 21 bit lower down where we were, where you say — I've
 22 shown you — the possibility of investment was mentioned
 23 at this meeting, are you referring simply to the
 24 references to those parts of this minute that I've shown
 25 you?

17

1 A. Yes. I'm not referring to the tower itself, just to the
 2 area surrounding it.
 3 Q. That's clearer.
 4 Now, can we then look at one of your daybooks from
 5 the following year, 2011, please. {RBK00059572}.
 6 First of all, could you just identify or confirm
 7 that that is the first page of one of your notebooks?
 8 A. Yes, it is.
 9 Q. Could you just help us how you would keep these books?
 10 A. So these books were — as you say, they were daybooks,
 11 and I used them to jot down notes for meetings I was
 12 attending and for aide memoires for actions that I would
 13 need to undertake as a result of those meetings, and/or
 14 points of notes that were happening in order to be able
 15 to refer back to.
 16 Q. Right.
 17 If we go to page 4 {RBK00059572/4}, please, you can
 18 see that here is a note dated 13 June 2011, at the very
 19 top left — hand corner.
 20 Can we take it that you made notes from every
 21 meeting that you attended here in your daybook?
 22 A. No, I didn't make notes at every meeting I attended.
 23 I was fairly scrupulous about making notes at KALC
 24 meetings because they were fairly detailed and there was
 25 always a number of actions for a number of people there,

18

1 and because I was SRO, I wanted to keep track on what
 2 was happening.
 3 Q. Yes, I see.
 4 Looking a bit further down page 4, we can see, as
 5 I've shown you, the date, and next to it what looks like
 6 "KALC".
 7 If you look at the note, you can see that there is
 8 a list of names down the left-hand side, and various
 9 things, it looks like minutes agreed, matters arising,
 10 and various things.
 11 If you just look at it, can you tell us in outline,
 12 at least, what this was about, this meeting?
 13 A. So this would have been a KALC project meeting with
 14 various members of the project team attending. So the
 15 people who were there were a mix of people from property
 16 services, education, communications, housing, and
 17 leisure, and it was to go through various actions that
 18 were being undertaken in order to be able to progress
 19 the KALC project.
 20 Q. What you have just told me, is that something you have
 21 an independent recollection of or you can remember that
 22 because I've shown you this document?
 23 A. I can remember that because you've shown me the
 24 document.
 25 Q. Right.

19

1 If we look further down the document to page 5
 2 {RBK00059572/5}, please, we can see the bottom of the
 3 page there, where you've put "External landscaping", do
 4 you see that?
 5 A. Yes.
 6 Q. With a line underneath it.
 7 If you look at the bottom bullet point, it says —
 8 and help me if I'm wrong about this, Ms Johnson:
 9 "Basement of Grenfell Tower. Conversion to resident
 10 or light business use to be considered. JT to take
 11 forward with Carl Ainsley."
 12 Or "Councillor Ainsley", I think that is. Is that
 13 correct? Have I read that correctly?
 14 A. Yes, it is. It's Carl Ainsley.
 15 Q. It is Carl, I was right first time.
 16 At this initial stage, was it intended only that the
 17 basement of Grenfell Tower would be refurbished?
 18 A. I don't remember this meeting, but based on the note
 19 that's been presented in front of me, I would say that
 20 we were looking at whether there was an opportunity for
 21 residential use in the unused spaces that were at the
 22 base of Grenfell Tower.
 23 Q. Right.
 24 Now, the note appears under the heading, as I've
 25 shown you, "External landscaping". Does that tell us

20

1 that the discussion about Grenfell Tower, at least at
 2 this stage, concerned landscaping around the KALC
 3 project?
 4 A. In the context of this project, yes.
 5 Q. So at this stage your concern was still about the
 6 aesthetics of the KALC project?
 7 A. That's correct.
 8 Q. Yes.
 9 Now, still in 2011, can I show you {TMO00845421/2}.
 10 This is an email of 30 September from Eddie Daffarn to
 11 Ms Dairo at KCTMO. He says:
 12 "Dear Adeola,
 13 "Thank you for taking the time to listen to some of
 14 my concerns yesterday ...
 15 "As requested, please find attached a list of the
 16 people local stakeholders wish to meet with as a
 17 sub group to address issues raised by the proposed
 18 imposition on our Estate of the Kensington Academy and
 19 housing issues, in general.
 20 "The formation of this sub group was agreed by the
 21 Council at the Residents' Forum on Wednesday 29th
 22 September."
 23 Then there is a list of participants below that,
 24 which includes the Grenfell Action Group, as you can
 25 see.

21

1 Now, you then forward that email, if we look up the
 2 chain to the top of page 2, bottom of page 1
 3 {TMO00845421/1}, you send this on to Robert Black,
 4 5 October 2011:
 5 "Robert,
 6 "For discussion tomorrow."
 7 And then if you look a little higher up page 1, he
 8 then emails a number of people at the TMO and he says:
 9 "Dear team
 10 "Laura raised this at my meeting yesterday."
 11 Now, this email is 7 October, as you can see, and he
 12 goes on:
 13 "The e-mail below is from an Edward Daffarn who is
 14 angry about two things — the new academy and services on
 15 his estate. Laura wanted a number of things.
 16 "— Could we do just a bit of checking on his tenancy
 17 background, he inherited tenancy she thinks but unclear
 18 of circumstances (Adelola/Alasdair)
 19 "— Issue of lack of investment in Grenville Tower
 20 and Lane West in general (Mark/Sacha)."
 21 Did you ask Robert Black to make enquiries into
 22 Mr Daffarn's tenancy background?
 23 A. Yes, I did.
 24 Q. Why did you do that?
 25 A. Because there was a number of people who attended the

22

1 meeting, and I just wanted to understand whether they
 2 were leaseholders or tenants, and it also provided
 3 an opportunity — because we had another member who
 4 attended very regularly, a gentleman called
 5 Peter Martindale, who it turns out was illegally
 6 subletting, so it gave an opportunity just to check,
 7 you know, who was coming along and what their status
 8 was.
 9 Q. Why did it make a difference to you at this stage, given
 10 Mr Daffarn's concerns, whether he was a leaseholder or
 11 a tenant?
 12 A. I can't remember, to be honest with you, but I just made
 13 that enquiry.
 14 Q. Had you heard of Mr Daffarn before this time,
 15 October 2011?
 16 A. I don't remember if I had heard from him prior to
 17 October 2011, but he was a — he came to my attention as
 18 part of the KALC project.
 19 Q. I see. We may come back to that shortly.
 20 Can we then look, please, at the following month in
 21 2011.
 22 If we go back to paragraph 48 of your first
 23 statement there {RBK00034943/11}, you describe the sale
 24 of Elm Park Gardens, the projected receipts from which
 25 were anticipated at that stage to be about £6 million.

23

1 Then at paragraph 49 — and I'm summarising — you
 2 refer to an email of 2 November 2011 from
 3 Jane Tretheway, who was RBKC's housing strategy and
 4 regeneration manager, and you exhibit that as LJ/3.
 5 Can we look at that. We'll have it up on the
 6 screen, {RBK00000005}.
 7 Now, before I show you the detail in this email, can
 8 I ask you one or two general questions.
 9 At the time this email was sent, so early
 10 November 2011, do you agree that the KALC project was
 11 already progressing?
 12 A. Yes.
 13 Q. Is it right that Studio E had already been appointed on
 14 KALC and had in fact started work?
 15 A. I can't remember the exact timeline, but they may well
 16 have been appointed by that time.
 17 Q. As architects to the KALC project?
 18 A. That's correct.
 19 Q. Yes.
 20 Do you remember having discussions with anybody at
 21 Studio E about the refurbishment of Grenfell Tower
 22 before November 2011?
 23 A. No, I don't.
 24 Q. Did anyone at the TMO approach you before November 2011
 25 with a proposal to refurbish Grenfell Tower?

24

1 A. I don't remember.
 2 Q. Now, I think on the KALC project you agree that Studio E
 3 had in fact been retained by RBKC and not TMO.
 4 A. That's correct.
 5 Q. Yes, and in fact Studio E had been appointed for the
 6 KALC project through a competitive OJEU procurement
 7 process.
 8 A. Yes.
 9 Q. Yes. Were you involved in that procurement process, do
 10 you remember?
 11 A. I don't think I was — I may well have seen some of the
 12 tender returns, but I don't remember being on the panel
 13 that appointed the architects.
 14 Q. Do you have any recollection about how rigorous that
 15 process was?
 16 A. It would have been extremely rigorous in terms of the
 17 council's approach to procurement for that particular
 18 project. It was a very high profile project and it
 19 would have followed the OJEU procurement processes.
 20 Q. Do you say that simply because of your familiarity
 21 generally or because you know something about precisely
 22 how that project was procured?
 23 A. Because of my familiarity with the way that RBKC worked.
 24 Q. Right.
 25 Is it correct that Studio E had been selected in

25

1 part because of their particular experience and
 2 expertise in designing and completing academies and
 3 leisure centres?
 4 A. That's correct.
 5 Q. Yes.
 6 A. Well, actually, their particular experience in
 7 academies, because there was a different architect who
 8 was actually the architect for the leisure centre.
 9 Q. Very good. Yes.
 10 Would you agree that the design work on any
 11 refurbishment of Grenfell Tower did not form part of the
 12 assessment of Studio E for the purposes of the KALC
 13 project?
 14 A. Yes.
 15 Q. Yes.
 16 Now, then, let's look at this email. This is
 17 an email of 2 November 2011 in which Jane Tretheway —
 18 is that how you pronounce her name?
 19 A. Yes, it is.
 20 Q. It is — updates you and Peter Wright about a meeting
 21 that she had had with Mark Anderson and Alasdair Manson
 22 in relation to the impact of the KALC proposals on
 23 Grenfell Tower and the Lancaster West Estate in general
 24 and how they could be mitigated.
 25 This is an email you have exhibited; have

26

1 I summarised the import of that email accurately?
 2 A. Yes, you have.
 3 Q. Let's just look down. It says in the second paragraph:
 4 "Laura — Peter had previously informed me of the
 5 plans impacting upon the Lanc West EMB's play area and
 6 associated landscaping, where it is intended to create
 7 a community access for the new Academy for residents to
 8 be able to access it outside school hours. We had
 9 agreed this would require extensive consultation with
 10 residents and other users, such as the ground floor
 11 nursery, to ensure that they had the opportunity to
 12 influence the design, and feel that they could benefit
 13 from the changes, rather than having something imposed
 14 upon them that was beyond their control."
 15 Would it be fair to say that RBKC's primary concern
 16 in November 2011 was the impact of the KALC project on
 17 Grenfell Tower's available outdoor space?
 18 A. Yes, I would, but also how Grenfell — people in
 19 Grenfell Tower used that outdoor space, because the
 20 current outdoor space that they had at that time was,
 21 you know, an unloved green area with some trees on,
 22 which was a sort of hump, which wasn't useful for people
 23 to sit on and/or was regularly used by dog walkers. So
 24 we were keen that the people in the tower also had
 25 somewhere to go to and sit in.

27

1 Q. Right.
 2 In the third paragraph of the email, Ms Tretheway
 3 says, if you go a little bit lower down the page, the
 4 next paragraph:
 5 "This conversation then linked through to the
 6 ambitions that the Housing Department has to see the
 7 lower floors of Grenfell Tower developed out into
 8 homes."
 9 Do you remember when the housing department decided
 10 that it wanted to see the lower floors developed into
 11 homes?
 12 A. No, I don't remember the specific date for that, but we
 13 had an ongoing programme, perhaps badged as
 14 a Hidden Homes project, where we were always looking to
 15 see if we could create more affordable housing out of
 16 spaces that were unused or available on our estates.
 17 Q. Was that part of the Hidden Homes project?
 18 A. Yes, it would have been.
 19 Q. And could you just tell us very briefly, if you can,
 20 what the Hidden Homes project was?
 21 A. So in common with lots of housing organisations with
 22 estates built at various different times, they are
 23 different — a complete difference of architectural
 24 styles and sometimes have unused or unloved garage
 25 areas, or have basement areas which were formerly

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1 laundry rooms that can be converted to residential, or
 2 drying areas, or, you know, sort of perhaps the back of
 3 an estate which previously people may not have
 4 considered for residential use but now we may consider
 5 putting in a small number of affordable housing units.
 6 Affordable housing was in desperate need in RBKC,
 7 and we were always looking for opportunities to create
 8 more units.
 9 Q. To your knowledge, had RBKC communicated to TMO its
 10 ambitions regarding, at the very least, the lower floors
 11 of Grenfell for the purposes you have just described?
 12 A. I can't remember whether we communicated it in
 13 November 2011, but we certainly had ongoing
 14 conversations with them over a number of years about it.
 15 Q. Yes, I see.
 16 Could we then look, please, lower down within the
 17 next paragraph. It goes on to say:
 18 "Also that there is funding potentially available
 19 for this both from some S106 funding that we currently
 20 have banked, and from capital receipts from Elm Park
 21 Gardens (which currently have not been allocated to any
 22 particular scheme, though we had discussed them going
 23 either into newbuild or else into a significant capital
 24 investment programme, and Grenfell Tower could fulfil
 25 both of these)."

29

1 Just pausing there, was this the first time that it
 2 had been suggested that the proceeds of sale of
 3 Elm Park Gardens could be used in the refurbishment of
 4 Grenfell Tower?
 5 A. I don't remember whether this was specifically the first
 6 time, but if this is the first documented evidence of it
 7 being mentioned, then it may well be, yes.
 8 Q. Right, I see.
 9 We can see that Ms Tretheway then goes on to say in
 10 the last sentence of this paragraph:
 11 "Peter advised that the KALC architects are very
 12 aware of the poor quality of the ground floor frontage
 13 that Grenfell Tower creates for their scheme, and have
 14 been keen to make proposals as to how to improve it."
 15 Had you heard the architects mention the poor
 16 quality of the ground floor frontage that Grenfell Tower
 17 created for the KALC scheme?
 18 A. I don't remember a specific incidence of them mentioning
 19 it to me, but I'm sure I would have been aware of it.
 20 Q. Right. Were their concerns about the tower purely
 21 aesthetic?
 22 A. Aesthetically, but also how it related to the school and
 23 the leisure centre, and not wanting for it to feel that
 24 it wasn't included in that whole development. So,
 25 you know, sort of not wanting it to sit apart from it.

30

1 Q. Poor cousin?
 2 A. Yes, you could call it a poor cousin. A poor relation
 3 to two brand new buildings that were going up.
 4 Q. Yes.
 5 Did you share the architect's concern, if that's the
 6 right word, that Grenfell Tower provided a poor quality
 7 frontage for KALC?
 8 A. Yes, it did.
 9 Q. Looking down the same email, we can see a number of
 10 bullet points that Jane Tretheway sets out, and if we
 11 look at the third bullet point down, she says this:
 12 "The TMO is also keen to investigate the opportunity
 13 to clad Grenfell Tower and replace its windows, and will
 14 seek to cost this out with a view to investing EPG funds
 15 here. This will have the advantage of addressing the
 16 investment needs of one of its worst property assets,
 17 and prevent it looking like a poor cousin to the brand
 18 new facility being developed next door. There may be an
 19 option to have a cladding design that links to the
 20 design of the Academy, so that the visual appearance of
 21 the area is significantly improved."
 22 Was this the first time that you had become aware of
 23 a proposal to clad Grenfell Tower?
 24 A. Yes, I should imagine it was.
 25 Q. Had you discussed cladding Grenfell Tower with the

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1 architects before this time?
 2 A. I don't believe I had.
 3 Q. No.
 4 What was your initial reaction to the proposal to
 5 clad Grenfell Tower?
 6 A. Cladding tower blocks and refurbishing them was
 7 fairly — had become fairly standard practice across
 8 London, in my experience, as part of refurbishment
 9 programmes, both aesthetically to make them look much
 10 nicer, because the architecture of the 1970s perhaps
 11 hasn't stood the test of time, but also I understood
 12 that cladding improved the thermal efficiency of the
 13 building in order to make them much warmer for tenants
 14 so that they had lower fuel bills.
 15 Q. Apart from some residents complaining about the thermal
 16 efficiency of the windows that we've discussed together,
 17 and also the problem about the single boiler which
 18 you've identified this morning, what was the evidence
 19 before you at that stage that Grenfell Tower as
 20 a building was thermally inefficient, that it needed
 21 overcladding?
 22 A. I did not have any evidence that it was thermally
 23 inefficient.
 24 Q. So do we take it that there was no survey or study done
 25 on the tower to investigate its thermal efficiency?

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1 A. I'm not aware of one.
 2 Q. And therefore nobody did a cost-benefit analysis on the
 3 proposal to clad the building, so working out how much
 4 heating costs would be saved by doing an overclad?
 5 A. There may well have been a study but I'm not aware of
 6 it.
 7 Q. Was it the view of the housing department at RBKC that
 8 Grenfell Tower was one of the TMO's worst property
 9 assets, to quote --
 10 A. Yes.
 11 Q. Why is that?
 12 A. We had asked the TMO to undertake a study based on their
 13 Keystone asset management database to have a look at the
 14 performance of various buildings across the borough, and
 15 the Grenfell Tower, along with a number of other
 16 properties in the borough, including Trellick Tower,
 17 Cremorne Estate, World's End, had very poor performance.
 18 Q. When you talk about performance in that answer, what do
 19 you mean?
 20 A. So I mean in terms of net present value, so in terms of
 21 the rent that you could receive for the property
 22 compared to the investment needs required for that
 23 building over the next 30 years.
 24 Q. I see. And that calculation was done, was it, for RBKC?
 25 A. So we had a study done, and I can't remember exactly

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1 what time it was done --
 2 Q. Was that the Savills --
 3 A. By Savills, that did a study for us looking at the
 4 performance of our buildings in order to be able to
 5 better help perform -- inform the business plan.
 6 Q. And I think you agree that Grenfell Tower would look
 7 like a poor cousin to KALC unless it was redeveloped.
 8 A. Yes, it would.
 9 Q. I mean, being blunt, was the primary reason for
 10 exploring the refurbishment of Grenfell Tower, at this
 11 stage at least, to improve the aesthetics of the area
 12 around the KALC project?
 13 A. I wouldn't say at this time it was about -- it was
 14 a motivating factor to clad the building in order to
 15 make it fit better with the school and the new leisure
 16 centre. I would say we were exploring opportunities to
 17 have a look at how a refurbishment project for
 18 Grenfell Tower would positively impact for the residents
 19 there and also help it work better with the area.
 20 But cladding it because of the building of the
 21 school and the leisure centre was not a primary
 22 motivation for it, no.
 23 Q. When you say not a primary motivation, I'm suggesting to
 24 you that this document shows that the primary or
 25 dominant motivation for cladding was aesthetics?

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1 A. In this document, yes, but as we progressed, no.
 2 Q. Right.
 3 At this stage, it's right, I think, that there was
 4 no evidential basis on which you could conclude that
 5 Grenfell Tower was thermally inefficient such as to
 6 justify the investment in cladding, other than the
 7 aesthetic, in other words how it looked.
 8 A. That's correct. That's correct.
 9 Q. Now, we don't have a response to this email from you.
 10 Can we take it that you approved of the way forward
 11 suggested by Ms Tretheway?
 12 A. Yes.
 13 Q. Can we next go a little bit further in the month -- as
 14 you can probably tell, we're running chronologically --
 15 to LJ/4 which is at {RBK00002315}. This is an email
 16 dated 23 November 2011 from a gentleman called
 17 Tunde Awoderu, representing the Grenfell Tower
 18 Leaseholders' Association. It's sent by somebody called
 19 Keith Mott to Eddie Daffarn and copied to a number of
 20 people, as you can see, but you are an additional direct
 21 recipient. Can you see that?
 22 A. Yes.
 23 Q. Now, you address this document at paragraph 50 of your
 24 first statement on page 12 {RBK00034943/12}. Let's just
 25 look and see what you say there.

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1 You say that the email demonstrates, in the last
 2 sentence, that:
 3 "There was not only a desire to refurbish Grenfell
 4 Tower from the Council and TMO, but also the residents."
 5 Now, can we just go back to the email,
 6 {RBK00002315}.
 7 In the third paragraph down, you can see he says
 8 this:
 9 "The Council and their appointed managing agents
 10 K&CTMO and others have ethical, moral and legal
 11 obligations according to the tenant and leasehold
 12 agreement and listen to the residents decade old serious
 13 issues and concerns. The council are so keen to start
 14 building their so called 21st century Academy in front
 15 of an ugly looking 70s concrete building, when
 16 surrounding boroughs have refurbished all their
 17 high rise building to a 21st century standard. This is
 18 a clear indication of how the council and the K&CTMO and
 19 sub-agents have intentionally neglected the
 20 Grenfell Tower."
 21 Just pausing there, did you take from his email that
 22 his concerns related primarily to the building's
 23 aesthetic, its appearance?
 24 A. No.
 25 Q. What did you take from what he was saying there?

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1 A. Although he mentions the ugly looking 1970s concrete
2 building, I took from his statement about intentional
3 neglect the wider issues with the tower.
4 Q. Right. Wider issues being what at that stage?
5 A. Poor heating, poor windows, poor entrance way, and
6 a general feeling that the building required significant
7 investment.
8 Q. Right.
9 If we go on at the fifth paragraph down, he says:
10 "We are fed up with the so called tenant led
11 organisation and the unregulated managing agents K&CTMO
12 and others for their sub-standard services. They must
13 put things right and must be more accountable. We want
14 to make recommendation to setup an organisation to
15 regulate their day to day activities. We demand and
16 expect the council and their managing agents to leave
17 aside their corporate greed and vested interest, to find
18 the money and resources to refurbish Grenfell Tower
19 without having to charge the residents of Grenfell Tower
20 through rent increments or service charges."
21 What did you think of that?
22 A. I thought Mr Mott would like the tower refurbished and
23 didn't want any charges to be levied against
24 leaseholders.
25 Q. Did you consider this email to be an expression of the

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1 residents' frustration, the general body of residents'
2 frustration, with both the council and the TMO?
3 A. I considered it to be Mr Mott's opinion of the council
4 and the TMO but not the general body of residents.
5 Q. Why is that?
6 A. Because that's who it was sent from.
7 Q. It was, but if you look, please, at the bottom of this
8 email at page 2 {RBK0002315/2}, you can see that it's
9 sent from Mr Awoderu, vice chairman, Grenfell Tower
10 Leaseholders' Association, and if you go to the second
11 paragraph I showed you, he also refers to the
12 Grenfell Tower Leaseholders' Association and others
13 organising themselves.
14 Did you not take from that that although the email
15 had come from Mr Mott, it was at least to some extent
16 intended to be representative of the residents' views?
17 A. Yes, I'd like to correct my previous statement, having
18 read that again, that on reading that it does look like
19 it is particularly from the body of residents who were
20 members of the Grenfell Tower Action Group and
21 Leaseholders' Association.
22 Q. Yes.
23 Looking at the top of page 2, he says:
24 "We hope to reach a negotiated agreement in this
25 matter so we do not have seek to alternative methods and

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1 so that we do not need to justify our decade old issues
2 and concerns raised by the residents of Grenfell Tower
3 again. The arrogant behaviour of the council appointed
4 managing agents has destroyed the trust and confidence
5 of the residents of Grenfell Tower and the wider estate
6 and this need to address as a matter of urgency."
7 Was this the first time you had seen this kind of
8 strong feeling about RBKC and the TMO expressed by
9 somebody who lived in Grenfell Tower?
10 A. This may have been the first time that I'd seen it in
11 writing, but if the meetings had commenced — and I'm
12 not sure of the timeline — that I was attending, the
13 resident consultation meetings about KALC, then I would
14 have heard that expressed in those meetings.
15 Q. I see. But can we say that it was around this time or
16 perhaps not long —
17 A. Yes, it probably would have been — it would have been
18 around this time.
19 Q. You can see, as I've shown you, that this is from the
20 Grenfell Tower Leaseholders' Association, and I showed
21 you an earlier document referring to Grenfell Action
22 Group. Did you have any understanding about those
23 groups, whether they were separate or related, at this
24 time?
25 A. No, I don't think I did.

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1 Q. Did you ask anybody?
2 A. No, I don't believe I did.
3 Q. Right.
4 Having seen the terms in which Mr Awoderu has
5 expressed himself in a number of places in this email,
6 did you do anything about it? When I say do anything
7 about it, did you act on his feelings of discontent and
8 seek to look for ways in which to address them?
9 A. I don't remember whether I specifically reacted to this
10 particular email, but it was definitely, following on
11 from Jane Tretheway's email as well, looking at ways of
12 putting investment into the tower and the surrounding
13 area.
14 MR MILLETT: I see.
15 Now, we'll come back to this topic in due course,
16 probably a number of times, but let's just look next at
17 how the pre-construction professional team came to be
18 appointed on the Grenfell Tower project.
19 SIR MARTIN MOORE-BICK: Can I just interrupt for a moment?
20 MR MILLETT: Yes.
21 SIR MARTIN MOORE-BICK: In the light of what you have told
22 us, both about this email and consultation meetings,
23 were you aware or were you under the impression that
24 there was a groundswell of unhappiness and anger about
25 the relationship between tenants and the TMO?

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1 A. No, I wasn't, no. The representation made at the KALC
 2 residents' meetings, which were attended in the main by
 3 Mr Daffarn and/or other residents locally, would express
 4 their general crossness about the condition of the
 5 tower, but I don't remember there being a general
 6 expression about, you know, sort of being cross about
 7 the TMO.
 8 SIR MARTIN MOORE—BICK: Right. In those meetings, did
 9 people express themselves in quite the tone that this
 10 email is expressed, or more strongly or less strongly?
 11 Do you remember?
 12 A. Perhaps not so eloquently, but people did put across
 13 that they felt that there had been a lack of investment
 14 in their area for a number of years, and, you know,
 15 I had considerable sympathy for that, to be honest with
 16 you, because there had been a considerable lack of
 17 investment in the council's housing stock really as
 18 a result of the way that council housing was funded over
 19 a number of years, which resulted — across the country,
 20 not just in RBKC — in being unable to invest
 21 significant amounts in capital programme works.
 22 So, you know — and in talking to the residents of
 23 Grenfell Tower and the wider group of people who came to
 24 those consultation meetings, you know, there was a —
 25 you know, in trying to explain the way different budgets

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1 worked in that, you know, this was general fund money or
 2 regeneration fund money for the school and for the
 3 leisure centre, but Grenfell Tower is funded from the
 4 HRA, which is a ringfenced budget, you know, I think
 5 that's quite difficult to — it's not difficult to
 6 understand, but it's quite difficult to stomach when
 7 you're a resident sitting in a block that feels like it
 8 hasn't had a lot of investment for very many years and
 9 you're watching the council building something next door
 10 for quite a considerable amount of money. You know,
 11 I had a lot of sympathy with that view.
 12 SIR MARTIN MOORE—BICK: They may have felt that if
 13 the council could spend a lot of money on the leisure
 14 centre and the school, why couldn't it spend some money
 15 on them?
 16 A. And that's exactly what they were expressing, is that
 17 why rush ahead with renewing the leisure centre and
 18 building a new school when there is this problem with
 19 the Grenfell Tower estate, Lancaster West Estate, or
 20 more broadly with, you know, kind of quite obvious
 21 investment needs of the council's stock.
 22 SIR MARTIN MOORE—BICK: Yes, thank you.
 23 Yes, Mr Millett.
 24 MR MILLETT: Yes, thank you.
 25 Yes, I might come back to that answer later on, but

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1 just for the present, can I just show you your first
 2 witness statement at paragraph 51 {RBK00034943/12}. You
 3 say there:
 4 "The formal process of identifying where major
 5 investment was needed was set down in December 2011 when
 6 the TMO was asked to carry out an exercise to identify
 7 where major investment was needed to improve the stock.
 8 They used the Keystone Asset Management database that
 9 contained component data on the Council's housing
 10 assets. Grenfell Tower came out as a priority, as
 11 a building that had significant investment needs. The
 12 TMO were then asked to provide indicative costings for
 13 the works to be carried out to Grenfell Tower."
 14 Did you yourself have any discussions with Studio E
 15 about the Grenfell Tower refurbishment between the time
 16 when you received Ms Tretheway's email on
 17 2 November 2011 and hearing the outcome of the TMO's
 18 review in December 2011?
 19 A. I don't remember, to be honest with you.
 20 Q. Right.
 21 Let's then look at {SEA00003556}, please. This is
 22 an email from Andrzej Kuszell of Studio E to
 23 Peter Wright at RBKC, subject "Grenfell Meeting Agenda".
 24 It's copied to the KALC team, as you can see, and it has
 25 an attachment, which is the "KALC Meeting to Review

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1 Potential Works to Grenfell Tower to be Held at RBKC
 2 Town Hall on Friday 9th December", and he says:
 3 "Further to our discussion yesterday I have pulled
 4 together a meeting agenda which sets out what I think we
 5 will need to cover tomorrow."
 6 Attached to that email is the document at
 7 {SEA00003557}, if we can look at that, please. There it
 8 is. It's entitled, "KALC Meeting to Review Potential
 9 Works to Grenfell Tower to be Held at RBKC Town Hall on
 10 Friday 9th December at 10.00am", and if you look down
 11 that, you can see the topics: item 2, review of
 12 work scope, and item 3, tenant consultation.
 13 First, do you remember attending that meeting or was
 14 it just Mr Wright who went?
 15 A. I don't remember attending that meeting, but I was
 16 probably there.
 17 Q. Right. And why do you say you were probably there?
 18 A. Because Mr Wright worked for the property services team
 19 and had no role in the housing department and/or in —
 20 for the TMO.
 21 Q. Right. Does this document look familiar to you?
 22 A. I don't remember but — I don't remember, to be honest.
 23 Q. What was the purpose of this meeting from RBKC's
 24 perspective, and specifically your perspective?
 25 A. I'm really sorry, I don't remember because I don't

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1 remember the meeting.
 2 Q. Right. So you won't be able to help us know whether
 3 there was anyone from the TMO there?
 4 A. No, I'm afraid not.
 5 Q. Right.
 6 Do you remember in general terms whether anyone from
 7 the TMO was involved at this stage in these discussions?
 8 A. No, I don't.
 9 Q. Right. Do you know whether this meeting took place
 10 before or after the TMO's review of its major investment
 11 needs?
 12 A. No, I don't.
 13 Q. Looking at item 2 on the agenda, you can see, under the
 14 heading "Review of work scope", there are a number of
 15 items, including windows and cladding, second item down.
 16 Do you know how cladding got to be on the agenda?
 17 A. No.
 18 Q. You would agree, I think — and correct me if I'm
 19 wrong — that at any rate this document shows that at
 20 this stage RBKC wanted cladding included in the scope of
 21 works for Grenfell Tower?
 22 A. I believe this document was drafted by Andrzej from
 23 Studio E, so he included that in the list. So, yes,
 24 I would say that RBKC were considering whether cladding
 25 should be added to this particular scope of works.

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1 Q. Right.
 2 Can I just ask you then to look, please, at what
 3 Mr Kuszell told the Inquiry when he was asked about this
 4 in evidence in March 2020.
 5 Can we go, please, to the transcript for Day 6, on
 6 2 March 2020, and look, please, at {Day6/44:16}. You
 7 will see just above that that he has been asked about
 8 this document and item 2. Question at line 16:
 9 "Question: Was it you who put those on the agenda
 10 for discussion with Mr Wright?
 11 "Answer: I doubt whether I would have said that
 12 unless there was an indication from somebody at the
 13 council that that's what they wanted to do.
 14 "Question: Where do you remember getting that
 15 indication from, do you think?
 16 "Answer: I attended meetings, SRO meetings, which
 17 was basically a senior executive meeting which
 18 overviewed the project, and I'm fairly confident that
 19 there would have been mention of the tower as an issue
 20 that needed to be addressed at some point.
 21 "Question: Do you remember who first suggested
 22 cladding to you, such that it turned up on this agenda?
 23 "Answer: It could have been Peter, it could have
 24 been Laura. I can't think of anybody else at that time
 25 I would have been speaking to who would have had any

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1 knowledge of this.
 2 "Question: So Peter Wright or Laura Johnson?
 3 "Answer: Yes.
 4 "Question: Both at RBKC; yes?
 5 "Answer: Yes.
 6 "Question: Right.
 7 "So would it be right to say that, from an early
 8 stage, late in the year 2011, you knew that overcladding
 9 of Grenfell Tower was likely to form part of any project
 10 in respect of that building?
 11 "Answer: Yes, that was the indication that was
 12 being given by Kensington."
 13 Now, I've shown you that because that's Mr Kuszell's
 14 recollection.
 15 Do you yourself recall whether it was you or
 16 Peter Wright who first mentioned cladding to Studio E?
 17 A. It would have been unlikely to have been Peter Wright,
 18 it was far more likely to have been me.
 19 MR MILLETT: Thank you.
 20 Do you know —
 21 SIR MARTIN MOORE-BICK: Sorry, could I just ask you this:
 22 I note that the email that started this chain of
 23 questions was sent by Mr Kuszell to Mr Wright and nobody
 24 else. Can you just explain what Mr Wright's role in all
 25 this was? He wasn't concerned with the KALC project.

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1 A. Mr Wright was the project manager for the KALC project
 2 at that time.
 3 SIR MARTIN MOORE-BICK: Oh, was he?
 4 A. Yes.
 5 SIR MARTIN MOORE-BICK: That's my mistake, then, thank you
 6 very much.
 7 I'm sorry, Mr Millett.
 8 MR MILLETT: No, no.
 9 Do you remember whether cladding was first mentioned
 10 at an SRO meeting, as Mr Kuszell recalls it?
 11 A. No, I don't.
 12 Q. No. Would you accept nonetheless that at this time or
 13 by this time, in late 2011, it was already clear that
 14 overcladding Grenfell Tower was going to form part of
 15 the refurbishment project?
 16 A. Yes, I would.
 17 Q. Can we then go to {RBK00002335}. This is an email from
 18 Mark Anderson of 12 December 2011 with the subject line
 19 "Grenfell Tower". It's sent to you, copied to
 20 Jane Tretheway and Peter Wright. In this email,
 21 Mr Anderson provides some indicative costings, as he
 22 describes them:
 23 "Below are indicative costings for the over-cladding
 24 and thermal upgrade of the exterior facades and
 25 provision of flats to the roof area."

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1 Is it a fair assumption that these costings came
2 from Hunters?
3 A. Yes.
4 Q. He says in fact in the second paragraph that it's based
5 on their work.
6 Did you ask Mark Anderson to approach Hunters for
7 those costings?
8 A. We would have asked Mark Anderson for indicative
9 costings and then it would have been up to Mark Anderson
10 which organisation he approached. So I wouldn't have
11 asked him specifically to go to Hunters, but it would
12 have been up to him who he approached.
13 Q. I see.
14 Were you involved in formulating any of the
15 underlying assumptions in those costings?
16 A. No.
17 Q. Now, you can see, if you look a little bit lower down
18 the email, that there is a heading, "External facades",
19 and then "Assumptions" there, and you can see:
20 "Re-cladding is approximately 45% glass (double
21 glazed aluminium), 55% rainscreen.
22 "Rainscreen will incorporate an insulated panel."
23 Et cetera, and then you can see the figure for the
24 new rainscreen as just over £1 million. You see that?
25 With a grand total of £5.5 million.

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1 Now, looking at those costing breakdowns, does that
2 tell us that by this stage RBKC was clear that it wanted
3 rainscreen cladding particularly to form part of the
4 refurbishment?
5 A. I have no idea what the difference between rainscreen
6 cladding is or any other type of cladding. It was a —
7 not a request from RBKC that it was specifically
8 rainscreen cladding. It was a submission put down by
9 Mr Anderson in order to set out the type of cladding.
10 Q. I see. So you thought cladding, rainscreen cladding,
11 made no difference?
12 A. It did not make any — I did not differentiate between
13 the two.
14 Q. Very good.
15 Could we then look at one of your notebooks for this
16 time, indeed for this day, at {RBK00059572/34}, please.
17 You will see here is an extract from your daybook,
18 12 December 2011, so the same day as the email I've just
19 shown you, "KALC Presentation, Introduction", do you see
20 that?
21 A. Yes.
22 Q. Over the page at the bottom of page 35 {RBK00059572/35},
23 you can see a note, and it says at the very foot of the
24 page, "Grenfell Tower" — is that "heating"?
25 A. Yes.

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1 Q. It is.
2 "Go back to residents after working with TMO on
3 figures for heating, windows and cladding."
4 Have I read that correctly?
5 A. Yes, you have.
6 Q. Would you have written that note after receiving the
7 costings from Mark Anderson that we've seen in the
8 email, do you think?
9 A. I don't know what the date of this note is, to be
10 honest.
11 Q. I've just shown you, it's 12 December 2011, so the same
12 day as the email that I showed you.
13 A. I can't say very definitely whether I had read the email
14 from Mark Anderson at the time I wrote this note, but
15 I may well have done.
16 Q. What did you mean by working with the TMO on figures?
17 It says here "working with TMO on figures"; what did you
18 contemplate by that exercise?
19 A. So receiving figures from them about how much it was
20 going to cost in order to do the refurbishment of
21 Grenfell Tower.
22 Q. Right. So is it fair to say that at this stage you were
23 concerned with, if not worried by, costs of the
24 exercise?
25 A. No, I wasn't concerned, I was just trying to find out

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1 what the cost of it actually was, because I did not have
2 a view as to how much it was going to cost to undertake
3 the refurbishment of the tower. So it wasn't a concern
4 for me, it was just, you know, kind of an understanding
5 of what the cost was.
6 Q. Yes, when I say "concerned with", I don't mean "worried
7 by" I mean "involved with".
8 A. Yes.
9 Q. If we go to page 33 of this notebook {RBK00059572/33},
10 or daybook, there is a heading at the very top
11 "December 2011".
12 Just help me, in the left —hand side, highlighted in
13 yellow, there is a date "19/12/11 CHP", and then there
14 is a list of names: Peter Wright, Penelope T — I think
15 that's Penelope Tollitt, isn't it?
16 A. That's correct.
17 Q. And others. At the bottom, I think, is that you,
18 Laura J?
19 A. Yeah.
20 Q. I see. You can see, "Planning, housing & corporate
21 property".
22 Do you know what this note was about? Was this
23 a meeting?
24 A. It must have been a meeting that we had. I don't
25 remember it, to be honest with you.

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1 Q. Right. What does CHP stand for?
 2 A. And I don't remember what that stands for, I'm sorry.
 3 Q. Right.
 4 Did this note relate to the proposed refurbishment
 5 of Grenfell Tower at all, do you think? Have a look at
 6 it. I don't want to read it all out to you.
 7 A. It does appear to be a note to talk about the options or
 8 possibility of undertaking a refurbishment of
 9 Grenfell Tower —
 10 Q. Yes.
 11 A. — linked to the KALC project.
 12 Q. Just looking at the first bullet point next to the
 13 vertical line:
 14 "What is the credibility of CHP in ..."
 15 Is it "KALC linking in with residential"?
 16 A. Yes.
 17 Q. Does that help you identify what CHP stands for?
 18 A. I believe I'm referring to some kind of community
 19 heating project, so it's about how the school and the
 20 leisure centre were heated and then if that could be
 21 linked to the refurbishment of Grenfell Tower, and there
 22 could be a link between the different facilities in
 23 terms of taking advantage of a district heating system.
 24 Q. I see, okay.
 25 Then if we look a little bit further down, we can

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1 see the third arrow:
 2 "Studio E & TMO working together to agree a ..."
 3 Is that "design"?
 4 A. Yes, it is.
 5 Q. Design of what?
 6 A. I presume a design for the refurbishment — of the
 7 exterior refurbishment of the tower, but I haven't been
 8 explicit there so I cannot be sure.
 9 Q. Then two arrows down from that:
 10 "Double glazing & cladding, what impact on carbon
 11 emissions."
 12 Do you remember a discussion about carbon emissions
 13 now becoming relevant to the question of overcladding?
 14 A. I don't remember it specifically, to be honest with you,
 15 because it is some time ago, but I do remember that the
 16 borough had a carbon reduction target in line with its
 17 climate change initiative, so we were looking at
 18 opportunities in order to reduce heat loss from
 19 buildings and take advantage of community heating
 20 systems where possible.
 21 Q. Right.
 22 Now, if you go to the second arrow, this may make
 23 more sense, it says, I think:
 24 "Carbon reduction, how we measure it, what are we
 25 measuring. Policy includes residential, both finger

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1 blocks and Grenfell Tower."
 2 Do you see that?
 3 A. Yes.
 4 Q. Does that tell us, together with the other parts I've
 5 read to you, that at this stage you knew that Studio E
 6 and the TMO were working together to agree a design for
 7 Grenfell that went beyond simply heating, but it
 8 included the overcladding as well?
 9 A. I don't know from this note as to whether they had
 10 started to work together, or whether I've written
 11 the note just to kind of say that this may be
 12 a possibility.
 13 Q. We saw a discussion about aesthetics earlier; does this
 14 help us identify the time when carbon reduction and the
 15 relevance of overcladding the building to thermal
 16 performance came to be relevant?
 17 A. It may well do, yes.
 18 Q. Yes.
 19 Can we then look at {RBK00019012}, please. This is
 20 an email of 10 January 2012 from Penelope Tollitt, who
 21 was head of policy of design and planning at RBKC,
 22 I believe, to Jonathan Bore and others in planning at
 23 RBKC. You're not copied in, just to be clear, but
 24 I just want to ask you about something in it.
 25 If you look in the email, the general subject is

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1 "housing projects", and four entries down it says:
 2 "Grenfell — the TMO are looking at how to engage
 3 Studio E to do the work they are looking to do on the
 4 tower, which is double glazing, cladding, and new
 5 heating, as well as new housing units in the vacant
 6 lower floors, and possibly a new floor on the top. They
 7 understand the tie up with KALC."
 8 Now, at this point, is this right, that
 9 Penelope Tollitt, who was head of RBKC planning,
 10 I think, and other planners at RBKC were aware of what
 11 she called the tie-up with KALC?
 12 A. Penelope Tollitt was not the head of planning at RBKC,
 13 that was Jonathan Bore. At the time, he was the
 14 director of planning. I'm not sure what
 15 Penelope Tollitt's exact title was, but she may have
 16 been head of strategic — she was head of definitely
 17 part of the strategic side of the planning service.
 18 Q. I see. I have her down as head of policy and design.
 19 A. That's correct, yeah.
 20 Q. She may have sat within the planning department.
 21 A. She did, yes.
 22 Q. I see.
 23 When did you become first aware of the TMO's
 24 decision to appoint Studio E as architects for the
 25 Grenfell Tower project?

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1 A. I don't know, to be honest with you, I don't have
2 a specific date.
3 Q. Right. Does this email help you?
4 A. So I would have spoken to the TMO about Studio E being
5 the architects for the KALC project, and in terms of
6 looking at kind of how we could link those two projects
7 together, whether there was an opportunity to use
8 Studio E on both projects. So there would have been
9 around that time conversations that the TMO may well
10 have picked up in order to see whether there was
11 an opportunity to work with them on the refurbishment of
12 Grenfell Tower.
13 Q. I see. So your evidence, I think, just to be clear, is
14 that you, to the best of your recollection, spoke to the
15 TMO about Studio E being the architects for the KALC
16 project and how that project and Grenfell could be
17 linked?
18 A. That's correct.
19 Q. Did you ever yourself express a view or a wish that the
20 TMO should use the same pre-construction professional
21 team for Grenfell Tower as used on KALC?
22 A. I am sure that in the most general of terms I would have
23 spoken to the TMO to say that there may well be
24 an opportunity there to have the same team on both
25 projects, and if there was — if that led to better

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1 design, the opportunities for economies of scale, but it
2 ultimately would have been up to the TMO about who they
3 appointed.
4 Q. Right.
5 Now, Mark Anderson was asked about the appointment
6 of Studio E in his evidence in Module 1 on 13 October
7 last year, Day 52.
8 Can I please show you the transcript for his
9 evidence on that first occasion, {Day52/59:20}, please.
10 At line 20 on page 59, he's asked the question:
11 "Question: Why did TMO want Studio E in particular
12 to do the works described?
13 "Answer: There was very much a drive from RBKC that
14 we should optimise the use of the KALC team, which
15 comprised Studio E.
16 "Question: Can you help us, how did that decision
17 to engage Studio E tie in with the procurement process
18 generally?
19 "Answer: So RBKC had expressed a strong desire that
20 we make use of the pre-construction professional team,
21 which comprised Studio E, Appleyards, Curtins,
22 Max Fordham, and a number of others, and the challenge
23 then was to look at: how could we engage them, could we
24 legally engage them, and what those options were."
25 Then he goes on to recall conversations with

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1 Peter Wright at the SRO meetings.
2 Did you yourself express a strong desire that TMO
3 make use of the pre-construction professional team on
4 KALC, as Mr Anderson —
5 A. I think "strong desire" is probably too strong a word
6 for it, but I would have expressed that there were
7 definite benefits in such — where the projects were
8 linked so closely together, both geographically and in
9 terms of benefits, that there was an opportunity to use
10 the pre-construction team.
11 Q. Were you aware of others at RBKC expressing a strong
12 desire, or a desire, even if not a strong desire, for
13 TMO to use the same pre-construction professional team?
14 A. I would have been aware of that, yes.
15 Q. And who were they?
16 A. So, as Mr Anderson says, Peter Wright, who was the
17 project manager for the KALC project.
18 Q. Is that for the reasons that you gave earlier about
19 synergies and —
20 A. Yes.
21 Q. — economies of scale, et cetera?
22 A. Yeah, and about — that there were two very large
23 construction — well, there was a very large
24 construction project taking place in an area which
25 I believe was around 0.2 hectares of land. The

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1 Grenfell Tower sits very cheek-by-jowl with the school
2 and the leisure centre, and so if you have got these two
3 very large construction projects taking place, it makes
4 sense that the team — that if you can, you will try and
5 get the same team working on both projects.
6 Q. On that point, was the dominant reason for having the
7 same pre-construction team on both projects so that the
8 aesthetics would blend?
9 A. Aesthetics, and also about the co-ordination of the
10 project, so that you didn't get a clash with different
11 teams, because if you had one team working on it then
12 they would have the ability to programme both of — all
13 of the projects, and have an understanding of how the
14 whole project worked across the piece.
15 Q. Could that not have been achieved by having the same
16 team but a different architect or designer for the
17 Grenfell Tower —
18 A. Yes, we could.
19 Q. And what about cost savings, was one of the reasons for
20 desiring the same pre-construction team be used one of
21 cost savings?
22 A. I think it may well have been a consideration, but it
23 wasn't an overwhelming driving factor in this, to be
24 honest with you, it was more about the co-ordination of
25 the projects in a very small area and how both of those

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1 projects came together to work in synergy.
 2 MR MILLETT: Yes, thank you.
 3 Mr Chairman, this is an appropriate moment for
 4 a break. I'm still in the middle of the topic, but
 5 there is no reachable end.
 6 SIR MARTIN MOORE—BICK: There is no better point coming
 7 along.
 8 MR MILLETT: This is a good point.
 9 SIR MARTIN MOORE—BICK: Yes, thank you very much.
 10 Well, Ms Johnson, as you were warned earlier, we
 11 have a break during the morning and the afternoon, so
 12 we're going to take a break now. We will come back,
 13 please, at 11.35. And I have to ask you, as I've asked
 14 everybody else, not to talk to anyone about your
 15 evidence while you're out of the room. All right?
 16 THE WITNESS: Okay.
 17 SIR MARTIN MOORE—BICK: Thank you very much. Would you like
 18 to go with the usher, please.
 19 (Pause)
 20 Thank you. 11.35, please.
 21 (11.18 am)
 22 (A short break)
 23 (11.35 am)
 24 SIR MARTIN MOORE—BICK: All right, Ms Johnson, ready to
 25 carry to know?

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1 THE WITNESS: Yes.
 2 SIR MARTIN MOORE—BICK: Thank you.
 3 Yes, Mr Millett.
 4 MR MILLETT: Thank you, Mr Chairman.
 5 Ms Johnson, we were talking about RBKC's desire to
 6 use the same pre-construction team before we broke.
 7 Can I take you back to Mr Anderson's evidence about
 8 this at {Day52/60:17}. He's asked the question:
 9 "Question: Now, you say that there was a drive from
 10 RBKC to optimise use of the KALC team; from whom did
 11 this drive emanate?
 12 "Answer: My recollection is that that was across
 13 the board. It ranged from the portfolio holder through
 14 to all of the officers that I had dealings with.
 15 "Question: Was the drive expressed in the
 16 imperative, ie they were directing you to do it, or did
 17 you have any say, choice or discretion in the matter?
 18 "Answer: RBKC never specifically said, 'You must'.
 19 My interpretation of the direction that I was receiving
 20 was that we — KCTMO, that is — would have been
 21 challenged had we not done it."
 22 Do you agree with Mr Anderson's characterisation
 23 there of the drive from RBKC to retain the KALC team as
 24 widespread across the board?
 25 A. Yes.

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1 Q. Was the intention, as Mark Anderson perceived it, that
 2 the TMO should understand that they had no real choice
 3 in the matter?
 4 A. No, I would not say that at all. I would say that we
 5 saw the benefits of using the KALC team across the
 6 piece, but if KCTMO had come back specifically and said
 7 that they absolutely did not wish to use them and given
 8 us a reason for that, then we definitely would have
 9 listened to it.
 10 Q. Would you have challenged the TMO, had they decided not
 11 to use the KALC pre-construction team, as Mr Anderson
 12 said?
 13 A. Challenged? Yes. We would have had a discussion about
 14 why they didn't think it was appropriate.
 15 Q. Right. So they would have had to have persuaded you?
 16 A. They would have to have given us a reason, yes, why they
 17 did not think that was a good way to go forward.
 18 Q. Yes, I see.
 19 Did you or anybody else at RBKC tell the TMO that it
 20 should make its own independent decision about which
 21 pre-construction professionals to use for the
 22 Grenfell Tower project?
 23 A. I did not specifically say those words, no.
 24 Q. Did you or anybody else at RBKC tell the TMO at this
 25 stage, at least, in early 2012, that a separate

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1 procurement of the Grenfell Tower project was even
 2 a serious option?
 3 A. I don't remember discussing that, to be honest with you.
 4 Q. Could we look, please, at LJ/7, which is your exhibit,
 5 at {RBK00000862}, please. This takes us into
 6 February 2012, Ms Johnson, and it is a report drafted by
 7 you dated 9 February of that year, and it's entitled
 8 "Basements, Elm Park Gardens, SW10 capital receipt
 9 expenditure", and you can see in the "For decision" box,
 10 it says:
 11 "This report prepares the arguments by which to seek
 12 Cabinet approval to the use of a proportion of capital
 13 receipts from the Elm Park Gardens basement disposals
 14 for investment in new homes and major improvements to
 15 existing homes."
 16 Is it right, just in general terms, that this report
 17 was for the Cabinet member for housing, with a view to
 18 your proposal going to Cabinet?
 19 A. Yes.
 20 Q. If we go, please, to page 6 in this document
 21 {RBK00000862/6}, let's look together at paragraphs 7.4
 22 and 7.5, where the priorities are set out.
 23 The priorities identified — and there is a list
 24 there, and you have mentioned some of those earlier in
 25 your evidence today. The last one there is

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1 "Lancaster West Estate", and you say:
 2 "This estate has significant investment needs,
 3 particularly around the heating system and windows."
 4 You go on to say in the middle:
 5 "In parallel, the proposed construction of the new
 6 Kensington Academy and Leisure Centre is likely to have
 7 an impact on the north end of this estate, which has
 8 caused real concern to Grenfell Tower residents who
 9 immediately overlook the site. Furthermore,
 10 Grenfell Tower lower floors currently have an area of
 11 disused office space which has the potential for
 12 conversion into new homes. This demonstrates that an
 13 investment here has the potential to deliver a range of
 14 benefits."
 15 Then if you look at paragraph 7.5, the first bullet
 16 point underneath that, as part of the list of benefits,
 17 is:
 18 "■ Replacement of single-glazed fenestration which
 19 is currently beyond repair, with double-glazed
 20 fenestration throughout, improving thermal efficiency
 21 and fuel economy.
 22 "■ Installing thermally insulating cladding to the
 23 external elevations of Grenfell Tower, where the
 24 construction provides a level of thermal comfort below
 25 the current standards, improving thermal efficiency,

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1 fuel economy, and external appearance."
 2 If we go to page 8 {RBK00000862/8}, please, we can
 3 also see paragraph 14.3 on that page, where you say:
 4 "The proposal for expenditure of this capital
 5 receipt should go to Cabinet with a recommendation to
 6 delegate the authority for approval of any minor changes
 7 to the investment needs at Grenfell Tower to the Cabinet
 8 Member for Housing and Property."
 9 So it's clear at that stage that cladding is now
 10 linked at least to thermal efficiency as well as
 11 aesthetics?
 12 A. Yes.
 13 Q. Is that fair?
 14 A. Yes, that is.
 15 Q. Can we then go to {RBK00033739}. This is, as we can see
 16 from the second page, page 2 {RBK00033739/2}, please,
 17 the minutes of the housing digest meeting of
 18 9 February 2012, and you are present, so is
 19 Mark Anderson, and others, including Penelope Tollitt
 20 and Peter Wright.
 21 What was the housing digest?
 22 A. It was a weekly meeting that the Cabinet member for
 23 housing and property held with myself, the director of
 24 housing, and/or with the director of property at the
 25 time. So to go through pertinent issues of the day.

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1 Q. Right.
 2 If we look at paragraph 3 lower down the screen,
 3 please, it's entitled "Elm Park Gardens Capital
 4 Receipt", and at the very bottom of the page it says:
 5 "There was a detailed discussion on the proposed
 6 works to renovate and convert Grenfell Tower on the
 7 Lancaster West Estate. The following main points were
 8 noted:
 9 "■ That the new windows and cladding should reflect
 10 or complement KALC."
 11 Do you know who it was at the meeting who said that
 12 the new windows and cladding should reflect or
 13 complement KALC?
 14 A. No, I do not.
 15 Q. Was it you, do you think?
 16 A. It may well have been myself, but I can't remember.
 17 Q. Why were you so concerned that the cladding should
 18 complement KALC, if it was you?
 19 A. I don't know if it was me, but it would certainly, in
 20 terms of the look of the area, help if Grenfell Tower
 21 didn't look completely different to the rest of the
 22 redevelopment that was taking place at the same time.
 23 Q. Right. Does this tell us that, even at this stage, your
 24 primary or RBKC's primary concern was the aesthetics of
 25 the KALC project and the integration in the area of the

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1 aesthetic look?
 2 A. I don't necessarily think it was the aesthetic look that
 3 was driving the KALC project to link with
 4 Grenfell Tower, but it was definitely a factor.
 5 Q. Right.
 6 Now, looking at the fifth bullet point on this
 7 list — we need to go to page 3 for that
 8 {RBK00033739/3} — you can see it says:
 9 "In respect of the estimated costs of the project of
 10 £5.5m, officers are planning to appoint Studio E to draw
 11 up a detailed design plan. This will provide
 12 economies-of-scale benefit and also ensure the works
 13 complement and reflect KALC."
 14 That's the second reference here to the Grenfell
 15 project complementing KALC.
 16 What did complementing KALC mean?
 17 A. I suppose in this context that there was a major
 18 development project taking place at the base of
 19 Grenfell Tower, and if undertaking a refurbishment
 20 project of a building that sat, you know, sort of some
 21 metres away, that there were similarities in the look of
 22 the two development projects.
 23 Q. It says, as I've shown you, "officers are planning to
 24 appoint Studio E to draw up a detailed design plan".
 25 Just to be clear, whose officers were planning that?

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1 A. I don't know in terms of this context. It may well have
 2 been TMO officers, or it could have been RBKC, but
 3 I suspect it was TMO.
 4 Q. Right.
 5 Now, you agreed earlier in your evidence that
 6 Studio E had been appointed to the KALC project through
 7 a rigorously conducted OJEU procurement process.
 8 A. That's correct.
 9 Q. I just want to put three propositions to you just to see
 10 whether you agree with them.
 11 First, would you agree that the purpose of
 12 undertaking a competitive procurement process is
 13 securing best value for money?
 14 A. Yes.
 15 Q. Secondly, would you agree that the purpose of conducting
 16 a competitive procurement process would be to appoint
 17 an architect with the level of skills, knowledge and
 18 experience appropriate to the work involved?
 19 A. Yes.
 20 Q. Thirdly, would you agree that the further purpose of
 21 conducting a competitive procurement process would be to
 22 ensure that the procuring public authority complies with
 23 its obligations under the procurement rules?
 24 A. Yes.
 25 Q. Now, you said earlier on that Studio E was appointed to

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1 KALC because of its experience in designing schools —
 2 A. That's correct.
 3 Q. — even if not leisure centres.
 4 At this stage, did you know yourself whether
 5 Studio E had any experience in high-rise buildings?
 6 A. I did not know whether Studio E had any experience in
 7 high-rise buildings, but I would have expected, bearing
 8 in mind that they had taken an approach on the KALC
 9 project where they had an architect working on the
 10 leisure centre who did have the appropriate experience,
 11 if they didn't have the skills, that they could bring
 12 them in.
 13 Q. Who was the architect working on the leisure centre whom
 14 Studio E had brought in, do you remember?
 15 A. It was a partnership between — Studio E were the
 16 overarching architect, the lead architect for that
 17 project, and they bid for the project with an architects
 18 practice who specialised in leisure centres, and I'm
 19 afraid I can't remember their name off the top of my
 20 head.
 21 Q. At this stage, did you ask whether Studio E had any
 22 experience or expertise in refurbishing high-rise
 23 residential buildings?
 24 A. I don't remember asking them.
 25 Q. Why is that?

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1 A. I don't know, to be honest with you, whether I asked
 2 them whether they had expertise. Maybe I made
 3 an assumption that they did have that expertise.
 4 Q. Why would you have assumed that?
 5 A. I think I would probably have assumed that because they
 6 were an architects practice of a sufficient scale and
 7 size and had considerable experience, I understood,
 8 worldwide in doing design projects, and I also know from
 9 working in development for a number of years that if
 10 an architects practice doesn't have that experience in
 11 a particular type of building, they would bring somebody
 12 in who did have that experience to undertake that work.
 13 Q. Would the same apply in relation to Studio E's
 14 experience in overcladding high-rise buildings?
 15 A. Yes.
 16 Q. Similarly, Studio E's experience in refurbishing
 17 a residential block with residents in situ?
 18 A. That's correct.
 19 Q. I mean, given that Studio E had appointed or had
 20 co-partnered, if you like, with a specialist architect
 21 firm for the KALC project for the purposes of the design
 22 of the leisure centre, why didn't you or anybody else at
 23 RBKC ask the same question about overcladding
 24 Grenfell Tower?
 25 A. In retrospect, we definitely should have asked that

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1 question. I don't remember asking that question. But
 2 I also don't remember Studio E ever saying to us that
 3 they didn't have the requisite experience to do this
 4 particular work.
 5 Q. Did it not occur to you at the time just to check to
 6 make sure that the assumptions you were proceeding upon
 7 were well-founded?
 8 A. At the time it did not.
 9 Q. No, and I just want to really understand why that was,
 10 why there appears to be a blind spot.
 11 A. I cannot account for it now, to be honest with you,
 12 because it seems to be something that would be
 13 completely obvious, to ask Studio E to present their
 14 credentials for undertaking refurbishment of residential
 15 projects, but at the time I did not make that — I did
 16 not take that step.
 17 Q. Let me suggest this: you didn't ask what you have
 18 described as the completely obvious question because
 19 Grenfell Tower was essentially being put as part of or
 20 adjunct to the KALC project as something of
 21 an afterthought; would that be fair?
 22 A. I think "afterthought" is a strong phrase, to be honest
 23 with you, because it definitely wasn't something that
 24 was the poor relation to the KALC project, but it was
 25 something that was brought into the KALC sphere of

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1 influence at a later date.
 2 Q. Right. In fact, do you agree that RBKC's desire to
 3 appoint Studio E really had everything to do with cost
 4 savings or, as you might put it, economies of scale and
 5 aesthetic integration with KALC, but nothing to do with
 6 Studio E's own experience?
 7 A. It did not have anything to do with Studio E's track
 8 record of undertaking refurbishment projects on
 9 residential properties. It had to do with economies of
 10 scale, it had to do with linking it to the KALC project,
 11 and it was also about doing two very large projects in
 12 a very small area and getting the benefits of having the
 13 same design team doing both.
 14 Q. So, just to put it really bluntly, you didn't ask the
 15 obvious question because you were more concerned with
 16 money and the look of it?
 17 A. No, I don't think that's fair at all. I think I didn't
 18 ask the obvious question because I would have made the
 19 assumption that Studio E could have brought in the
 20 requisite expertise from another architects practice or
 21 subbed it in order to be able to have the skills and
 22 experience required to do this particular project.
 23 Q. Let's go to page 4 in this document {RBK00033739/4}.
 24 You can see there paragraph 6, "Any other business":
 25 "Grenfell Tower — The boiler was down."

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1 It seems to be a particular event. Why was the
 2 housing digest at RBKC discussing a particular event
 3 about the boiler at Grenfell Tower?
 4 A. I don't remember.
 5 Q. Was that normally part of your domain?
 6 A. Yes, if there was particular incidents on the council's
 7 housing estate as managed by KCTMO, then I would discuss
 8 it with the Cabinet member for housing and property,
 9 because it may well be that he or other councillors
 10 would have received enquiries from tenants about when
 11 these matters were going to be fixed.
 12 So if I thought there was going to be something that
 13 would be brought to his attention or complaints would be
 14 made or he would receive emails, or his colleagues
 15 would, then we would have a general discussion about
 16 what was taking place.
 17 Q. Can we now go back to your report, please, that's at
 18 {RBK00000862/5}, which we looked at a moment ago. On
 19 that page, you can see paragraph 6.3:
 20 "The total capital receipt generated through sales
 21 could therefore be in the region of [£13 million—odd].
 22 When set against the total affordable housing
 23 development costs of [£4.9 million—odd] the potential
 24 surplus in capital receipts is now estimated at
 25 [£8 million—odd]."

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1 Now, at paragraph 7 or section 7 you then set out
 2 the "Priorities for expenditure of Elm Park Gardens
 3 capital receipts", and you have listed on page 6
 4 {RBK00000862/6} various properties.
 5 If you go over to page 6 — I've shown you this
 6 before — do you remember whether any of these other
 7 properties, Trellick, World's End, et cetera, were
 8 seriously considered for investment from the EPG
 9 proceeds?
 10 A. Yes, we went through them in a methodical fashion to
 11 have a look at what was the estate that would most
 12 benefit or could provide wider benefits as a result of
 13 the Elm Park Gardens funding, and Trellick in
 14 particular, which had significant investment needs which
 15 were dealt with, which we had numerous reports about by
 16 KCTMO and were talked about on a number of occasions at
 17 the council, was a subject of particular concern about
 18 what was required there. And, again, I remember
 19 distinctly having a very long conversation about the
 20 heating at Cremorne Estate and the need for its
 21 replacement. Less so about Balfour and Burleigh, but
 22 definitely there was quite a wide-ranging discussion
 23 about the benefits that could be obtained by investment
 24 in any one of those estates.
 25 Q. Do you know why it was proposed at this stage that only

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1 £5.5 million would be used for the investment in the
 2 works at Grenfell Tower, instead of the full
 3 £8 million—odd net surplus anticipated to be derived
 4 from the sale of Elm Park Gardens?
 5 A. I can't remember specifically why there was only that
 6 amount, but I presume it was because the indicative
 7 figure for the refurbishment at Grenfell Tower had
 8 been — come back at around that figure by Mr Anderson.
 9 Q. So those are the Hunters figures that we looked at
 10 earlier in November of the previous year?
 11 A. Yeah, yeah. Yes.
 12 Q. I see. So that's where that number comes from?
 13 A. Yes.
 14 Q. Can we then go to your notebook again, please,
 15 {RBK00059572/87}.
 16 We now move to March 2012, and we can see here on
 17 that page that there is a meeting on 26 March 2012 with
 18 the heading "Grenfell Tower", and you can see that with
 19 yellow highlight at the top.
 20 You can see that there is a list of attendees
 21 underneath the date in vertical, and just help me, it
 22 looks like Bruce, Andrzej, Peter W, that's Peter Wright,
 23 and then a scribble which looks like your name.
 24 A. That's correct.
 25 Q. And then is it James M?

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1 A. Yes.
 2 Q. Who is that?
 3 A. I can't be sure, but I believe it would have been
 4 James Masini, who was from the planning department.
 5 Q. Right.
 6 Just looking at that and refreshing your memory
 7 quickly from that, you've got some arrows:
 8 "— Timing.
 9 "— Interface with KALC.
 10 "— Programming of works on Grenfell."
 11 Do you remember what the purpose of the meeting was?
 12 A. No.
 13 Q. It looks as if, and help me, nobody from the TMO was
 14 there; is that right?
 15 A. Yes.
 16 Q. Do you know why you were meeting Studio E on
 17 Grenfell Tower matters without TMO being there?
 18 A. I can't say specifically, but it may well have been that
 19 I was already meeting with this team to talk about KALC,
 20 so then there was a follow-on to talk about
 21 Grenfell Tower.
 22 Q. Now, there is, as I've just shown you, the second arrow
 23 down — I've read it as "Interface with KALC", but
 24 in fact it could be "Interfere with KALC". What does it
 25 say, do you know?

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1 A. "Interface".
 2 Q. Right. You're the best judge of that, I suppose.
 3 A. Yes.
 4 Q. Do you know what the subject of discussion was?
 5 A. I can't remember specifically from May 2012.
 6 Q. Then if we look up to the top right-hand corner, you can
 7 see a little line and then it says — and, again, help
 8 me if this is wrong:
 9 "Bruce to meet with Mark [I think that is] and
 10 Jane T [Jane Tretheway, I'm guessing] to scope out brief
 11 for Grenfell Tower x2 meetings 28.03.12."
 12 Does that tell us that there was an arrangement made
 13 at this meeting whereby Bruce Soune would meet with
 14 Mark Anderson of the TMO and Jane Tretheway to scope out
 15 the brief?
 16 A. I don't know whether there was an arrangement made at
 17 this meeting or whether they were telling me that there
 18 was already a meeting that had been set up in order to
 19 do that.
 20 Q. I see.
 21 Then if you go about halfway down the screen, you
 22 can see a reference to Appleyards. Do you see that?
 23 A. Yes.
 24 Q. It says:
 25 "Appleyards: TMO to appoint to work on scope, timing

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1 and costs."
 2 Was it your idea or RBKC's idea for TMO to appoint
 3 Appleyards?
 4 A. I don't remember.
 5 Q. Do you remember who suggested that the TMO should
 6 appoint Appleyards to work on scope, timing and costs?
 7 A. No.
 8 Q. Did the TMO have a choice in whom they could appoint as
 9 employer's agent?
 10 A. They would have had a choice, yes.
 11 Q. Under "Risks", "Risks of doing it" — does this say "at
 12 the same time"?
 13 A. Risks — so:
 14 "— Capacity of agencies.
 15 "— Risks on delay to KALC.
 16 "— Working on restricted ..."
 17 Q. No, sorry, my fault. Above that, above "Appleyards", it
 18 says "Risks".
 19 A. Oh, "Risks of doing it at the same time".
 20 Q. What was that about, do you remember?
 21 A. I don't remember specifically, but it would have been
 22 that — as I've gone on to say underneath, it was about
 23 the capacity of the site, really, because it was a very,
 24 very tight working area, in order to be able to do the
 25 building of two very significant buildings in terms of

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1 the leisure centre and the school, and then the space
 2 required in order to be able to do the refurbishment at
 3 the tower at the same time.
 4 Q. I see.
 5 Then lower down under "Risks", as you've rightly
 6 picked up, it says:
 7 "— Capacity of agencies.
 8 "— Risks on delay to KALC.
 9 "— Working on restricted site."
 10 Why was there a risk in the capacity of agencies?
 11 What was that risk?
 12 A. I don't remember specifically, but it may well have been
 13 their ability to have the resources to do both projects.
 14 Q. Then if you look a little lower down to the bottom of
 15 the screen, you can see in the left-hand column you have
 16 written "Contractor" underlined:
 17 "Working on site individual contractor.
 18 "Package 1 — school novate to academy.
 19 "Package 2 — leisure centre & landscaping.
 20 "Package 3 — Grenfell Tower."
 21 Then underneath that it says:
 22 "Separate contract but procured with RBKC.
 23 "For design same terms & conditions."
 24 Could you just explain what that is about, what that
 25 means?

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1 A. I don't remember specifically, but we may have had
 2 a discussion at that particular meeting about whether it
 3 was possible to do a procurement exercise working with
 4 RBKC for those particular agencies to work on different
 5 packages, but I can't remember in — to be honest with
 6 you, now.
 7 Q. Can you help me with what "Separate contract but
 8 procured with RBKC" means or indicates?
 9 A. RBKC had gone through the procurement for the KALC
 10 project and whether there was an opportunity to use that
 11 existing procurement to help procure the Grenfell Tower
 12 project, whether there was any latitude under the —
 13 using the OJEU or the IESE framework, I suspect.
 14 Q. Were you suggesting that the contractor for
 15 Grenfell Tower be procured by RBKC?
 16 A. No, I wouldn't have been — we would never have been
 17 involved in directly procuring the contractor for
 18 Grenfell Tower. I seem to be discussing there as to
 19 whether there was any opportunity to work with us on
 20 that, but I would never have suggested that we would
 21 have procured it.
 22 Q. You say, "we would never have been directly involved";
 23 what about indirectly involved?
 24 A. We may have been indirectly involved, yes.
 25 Q. How would that indirect involvement have manifested

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1 itself?
 2 A. I don't know, to be honest with you, it wasn't something
 3 that actually came to pass.
 4 Q. Now, let's go to {LBI00000129}. This is the minute of
 5 a KALC residents' forum in EMB Hall on 28 March 2012,
 6 and you can see from this that you are in attendance, as
 7 well as two councillors, including Councillor Blakeman,
 8 and halfway down the attendance list you can see also
 9 Mr Daffarn, and then at the bottom you've got
 10 Mark Anderson, TMO, and Andrzej Kuszell, Studio E. Do
 11 you see that?
 12 In fact, you are the minute-taker, I should point
 13 that out to you. Do you see that? So these are
 14 actually your minutes, I think.
 15 A. I — yes, I would have taken the minutes, because
 16 Shelley Gittens, who would normally have taken the
 17 minutes, was absent at that particular meeting.
 18 Q. Right. Do you actually remember that?
 19 A. I don't remember taking these specific minutes, but I'm
 20 noting from the information in front of me that
 21 Shelley Gittens wasn't present and she supported me at
 22 those meetings and generally took the minutes.
 23 Q. I see. So from her absence you infer that these are
 24 your minutes?
 25 A. Yes, I do.

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1 Q. If you go, please, to the bottom of page 2
 2 {LBI00000129/2}, let's look at "AOB". You have got
 3 "Grenfell Tower" there, and then if you go over the page
 4 to page 3 {LBI00000129/3}:
 5 "Mark Anderson presents options for regeneration of
 6 Grenfell Tower. Initial work with Studio E."
 7 You see that.
 8 Then the penultimate bullet point says:
 9 "ED: Questioned why Studio E chosen to do initial
 10 work.
 11 "Cllr C [Councillor Coleridge]: Very difficult to
 12 have different contractors on site when x2 different
 13 projects going on. Synergises across projects design
 14 need between school, leisure centre, public realm and
 15 Grenfell Tower."
 16 Now, can you confirm that "ED" there is
 17 Edward Daffarn, who I have identified to you as present?
 18 A. I believe he was.
 19 Q. Do you remember whether there was any wider discussion
 20 at this meeting about this joint procurement?
 21 A. No, I don't remember.
 22 Q. What did, "Synergises across projects design" mean, do
 23 you think?
 24 A. I think you will need to ask Councillor Coleridge that
 25 question, but I suspect, rather like my previous

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1 answers, he was talking about the ability to share
 2 information, undertake — you know, the ability to
 3 co-ordinate, you know, kind of the number of very large
 4 design projects taking place in a very small area.
 5 Q. Right. I mean, you took the minutes and you wrote down
 6 what he said; am I right to assume that when he said,
 7 "Synergises across projects design", you understood what
 8 he meant?
 9 A. I don't tend to write minutes that are verbatim accounts
 10 of what people actually say, they're more of a sort of
 11 general statement of what people may have said at the
 12 meeting, and I would have understood what he meant by
 13 synergises if indeed he said that phrase.
 14 Q. Right. I think that's perhaps an elegant way of saying
 15 you wrote down what you thought he said.
 16 A. I would have written down what I thought he said, but —
 17 yes.
 18 SIR MARTIN MOORE-BICK: It's probably your summary of what
 19 you thought —
 20 A. It may well have been a summary, yes, of what I thought
 21 he said.
 22 SIR MARTIN MOORE-BICK: Quite.
 23 MR MILLETT: How could there be effective synergies in
 24 design if Studio E had never designed an overlaid on
 25 a high-rise residential tower?

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1 A. I don't think I'm talking about the — particularly
 2 the — their qualifications for designing residential
 3 towers, it's more about the programming and project
 4 management across the piece.
 5 Q. It does say "Synergises across projects design" or
 6 "design need", so how could there be synergy between the
 7 two projects' design if Studio E had never designed
 8 an overclad of a high-rise residential block?
 9 A. Maybe very generally in this statement
 10 Councillor Coleridge is referring to the look of both of
 11 the buildings and the, you know, kind of connection —
 12 the look of the school and how ultimately Grenfell Tower
 13 will look.
 14 Q. And although it may have been, as Councillor Coleridge
 15 is noted as saying, very difficult to have different
 16 contractors on site, what was the problem with having
 17 two different architects on site?
 18 A. You could have had two different architects on site,
 19 I accept that point.
 20 Q. Yes.
 21 Do you remember whether anybody actually told
 22 Mr Daffarn that Studio E had been chosen because of the
 23 cost savings and aesthetic integration that using them
 24 would bring?
 25 A. No, I don't remember.

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1 Q. I assume that nobody actually admitted to Mr Daffarn
 2 that Studio E had no experience of having ever done
 3 a high-rise refurbishment?
 4 A. No, no one would have said that to Mr Daffarn.
 5 Q. And had never clad a building before?
 6 A. That's correct. Well, they had clad buildings —
 7 Q. Sorry, a high-rise building.
 8 A. A high-rise building, but they had clad lots of schools.
 9 Q. Had Leadbitter already been identified as the potential
 10 contractor for Grenfell Tower at this stage?
 11 A. They may have been identified as a potential contractor
 12 because of the ability to use the same site compound.
 13 Q. Now, can I then move further into the year 2012 and look
 14 next at your report of 2 May of that year.
 15 {TMO00847331}, please.
 16 Now, we know this is your document. I can show you
 17 that at the end of it, if you like, but do you accept
 18 it's your document? It's a report by director of
 19 housing?
 20 A. Yes, I mean, the reports from the housing department
 21 always came from the director of housing, so I may not
 22 have always been the author, although my name is at the
 23 top.
 24 Q. Right. Who habitually was the author?
 25 A. Different people within the department. I was not

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1 habitually the author. I was the person who checked
 2 over the reports that other officers in my team wrote.
 3 Q. Okay.
 4 At this stage, early May 2012, do you know who the
 5 author was?
 6 A. It's very likely that the author of this particular
 7 report was Jane Tretheway, if she was still working at
 8 RBKC at that time.
 9 MR MILLETT: Nonetheless —
 10 SIR MARTIN MOORE-BICK: Let me just ask, you say you weren't
 11 the author, by which I understand you to mean you didn't
 12 put your finger on the keyboard, but if you checked it
 13 and approved it and sent it out as a report by you,
 14 presumably you were taking responsibility for it?
 15 A. That's correct.
 16 MR MILLETT: Yes, and if we go to page 12 {TMO00847331/12},
 17 we can see your name at the bottom.
 18 A. Yes, that's correct.
 19 Q. So we can treat it as your report, even if —
 20 A. Yes, you can, yes.
 21 Q. Thank you.
 22 Can we go, please, in that document to the first
 23 page {TMO00847331/1}, just to look at the topic, and it
 24 says above the box:
 25 "Use of capital receipts arising from the sale of

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1 basement spaces at Elm Park Gardens."
 2 In the box "For decision":
 3 "This report seeks Cabinet approval to the use of
 4 capital receipts arising from the sale of vacant
 5 basement spaces at Elm Park Gardens for investment in
 6 new affordable homes and major improvements to existing
 7 affordable homes."
 8 If we look into the document, please, at page 10
 9 {TMO00847331/10}, let's look at paragraph 6.3.6, top of
 10 the page:
 11 "The TMO is seeking to work in close partnership
 12 with the Kensington Academy and Leisure Centre project
 13 taking place on the site immediately adjacent to
 14 Grenfell Tower. The TMO has appointed the same design
 15 team as that for KALC to assist in the project
 16 management of detailed matters such as the co-ordination
 17 of design, consultation, public realm, site access, and
 18 works. The TMO also anticipates employing the same
 19 contractor and this is intended to ensure that the two
 20 projects are able to deliver cost savings where
 21 possible, and produce schemes that are complementary in
 22 their appearance and function. For this reason, and
 23 subject to the Cabinet's approval, there is a need to
 24 ensure that the Grenfell Tower project is permitted to
 25 proceed without delay."

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1 Now, was this report prepared by you and presented
 2 by you for the purposes of going to Cabinet with a view
 3 to budget being approved?
 4 A. Yes.
 5 Q. As I've shown you, it says that the schemes will be
 6 complementary in their appearance and function. What
 7 did you mean by function in that context?
 8 A. I'm not sure "function" is a phrase here — because
 9 clearly one is a residential block and one is a school,
 10 and so there's very little crossover in function between
 11 those two particular projects. But the refurbishment of
 12 Grenfell Tower project did also include a nursery,
 13 community rooms and a gym facility for a new
 14 boxing club, so there were elements of the
 15 Grenfell Tower project which weren't just about
 16 residential components.
 17 Q. Right. Is that what you meant by function?
 18 A. I don't remember, to be honest with you.
 19 Q. Okay.
 20 Was it your view that using the same contractor,
 21 potentially Leadbitter, would produce significant
 22 financial savings?
 23 A. I didn't think it would produce significant financial
 24 savings. There may be some cost savings at the margins,
 25 particularly on the site set-ups or the use of sites

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1 and/or having subcontractors on site or who had been
 2 commissioned in order to do work on the school and the
 3 leisure centre, and there may be some crossover, but
 4 I didn't think it would deliver significant cost
 5 savings. There may be some cost savings, but that would
 6 have to be borne out over the period of time.
 7 Q. If they weren't going to be significant, can you explain
 8 why the report, your report, says that employing the
 9 same contractor was intended to ensure that the two
 10 projects are able to deliver cost savings?
 11 A. Well, as I've said, they will deliver some cost savings,
 12 but they may not deliver significant cost savings. So
 13 there may be an opportunity there to get that, you know,
 14 sort of — by doing the leisure centre, the school and
 15 the refurbishment of the tower using contractors, then
 16 you are using the same project team that the contractor
 17 has on site, Leadbitters, who were then taken over by
 18 Bouygues, the same site set-up, you know, so they're all
 19 in place already to do that project there, so you would
 20 gain some savings from not having to set up a separate
 21 team.
 22 Q. That presumably was part of the advocacy, if you like,
 23 in order to persuade Cabinet to release the funds?
 24 A. I don't think employing the same contractor was
 25 really — it's mentioned in this report, but it's not

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1 an overwhelming factor for the release of funds. The
 2 overwhelming factor for releasing the funds was actually
 3 the poor condition of Grenfell Tower.
 4 Q. Yes. But it would be easier, wouldn't it — let me put
 5 it to you this way: was the reason that you mentioned
 6 the employment of the same contractor intending to
 7 ensure the two projects were able to deliver cost
 8 savings, where possible, as part of the means by which
 9 to persuade Cabinet to release the funds?
 10 A. It was a factor, yes.
 11 Q. It was a factor. It was a key factor, I would have
 12 thought; no?
 13 A. I think the greater factor was the condition of
 14 Grenfell Tower, if I'm honest with you, and it being
 15 unusual for us to have that amount of finance available
 16 for us at that time in order to be able to do a project
 17 of that significant nature, and undoubtedly having the
 18 KALC project adjacent and happening at the same time
 19 gave us the ability to do that.
 20 Q. But the timing of this is explained by the stage at
 21 which the KALC project had reached?
 22 A. Yes, yeah.
 23 Q. Do you agree that RBKC was to some extent putting
 24 pressure on the TMO to appoint Leadbitter as its
 25 contractor?

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1 A. I would say that we made that suggestion, but I wouldn't
 2 say that we would — if the TMO came back and said that
 3 they did not want to use Leadbitters, then we would be
 4 quite happy to accept an alternative.
 5 Q. Now, Leadbitter, like Studio E, had been appointed for
 6 the KALC project through a rigorous OJEU procurement
 7 process, hadn't they?
 8 A. Yes.
 9 Q. Yes, and Leadbitter — is this right? — had been
 10 selected as contractor for the KALC project because of
 11 their experience in delivering schools and
 12 leisure centre projects.
 13 A. They would have been. I can't remember now, but they
 14 would have been.
 15 Q. Right.
 16 Putting this report together for Cabinet, do you
 17 remember whether you made any enquiries into
 18 Leadbitter's suitability for the Grenfell Tower project?
 19 A. No, I did not.
 20 Q. Why is that?
 21 A. I don't remember.
 22 Q. Do you remember whether Councillor Coleridge or indeed
 23 any member of the Cabinet asked whether there should be
 24 a separate procurement process for Grenfell, whether for
 25 the design team or for the contractor?

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1 A. I don't remember them asking.
 2 Q. Right. Does that mean that, so far as you remember,
 3 they did not ask?
 4 A. I don't remember them asking.
 5 Q. Right.
 6 {RBK00045652}, please, let's look at that. This
 7 takes us to the summer of 2012, and this is a letter
 8 sent by Mr Tunde Awoderu, whose name we've seen earlier
 9 this morning, on 12 July 2012.
 10 If we go to the very foot of the page, please,
 11 page 1 and over to page 2 {RBK00045652/2}, we can see
 12 that that's there.
 13 For this, I think we need to see lower down the
 14 email string at page 6 {RBK00045652/6}, which is where
 15 it starts.
 16 This is Mr Awoderu's email to Paul Dunkerton, who
 17 was the project manager at TMO at this stage, and he
 18 asks the question in the fourth paragraph down, or
 19 perhaps makes the point:
 20 "We did not expect you to appoint an architect
 21 without consulting us. Please find the forwarded emails
 22 copied to Siobhan Rumble (The Area Manager of LWE) and
 23 hand delivered to her dated 7th March 2012 in relation
 24 to building a better relationship. We find it
 25 bewildering that you are not aware of these emails as

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1 project manager when the area manager of Lancaster west
 2 estate Ms Siobhan Rumble is very much aware of what is
 3 going on and what Mr Robert Black himself stated his
 4 intention of building a strong working relationship with
 5 the Grenfell Tower Leaseholder's Association.
 6 "You need to setup a procedure so that we can work
 7 closely with you to get involve for the approved of £6m
 8 worth of investment for improvement NOT maintenance of
 9 Grenfell Tower."
 10 So that's the original point that Mr Awoderu makes.
 11 Just for your benefit, page 7 {RBK00045652/7}, we
 12 can see his signature on a behalf of GTLA there.
 13 Now, if we then go up, please, to the foot of page 5
 14 {RBK00045652/5}, we can see that this email is sent by
 15 Keith Mott, a name we've seen before, not Mr Awoderu
 16 himself, and it's copied to you as the third copied
 17 party. Can you see that?
 18 A. Yes.
 19 Q. Then there is some further correspondence tracking up to
 20 page 1, until the final email on page 1 {RBK00045652/1},
 21 if we get up to there, where, at the top of this email
 22 chain, Jane Tretheway writes to you on 26 July 2012,
 23 copied to Amanda Johnson, and says this:
 24 "LJ,
 25 "If you get a chance to raise this with Robert

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1 before you go, I'd like to see the TMO's response to the
 2 Grenfell leaseholders, just to be clear what is being
 3 said. Not good to have radio silence in response to
 4 their formal requests for information."
 5 Now, as to the substance of Mr Awoderu's complaint,
 6 is it correct in fact that the residents of
 7 Grenfell Tower had not actually been consulted on the
 8 appointment of Studio E?
 9 A. That's correct.
 10 Q. Why is that?
 11 A. Because, as we've discussed before, we looked at
 12 appointing the same design team that were working on
 13 KALC with Grenfell Tower, and we did not go through
 14 a formal process working with the TMO to get their
 15 express — their views on the appointment.
 16 Q. I see. So the same reasons that you didn't go through
 17 an independent OJEU process for Studio E are the reasons
 18 that you didn't consult the residents?
 19 A. We consulted the residents on a wide range of matters —
 20 Q. But on that point.
 21 A. But on that point, we did not consult them on the
 22 appointment of Studio E.
 23 Q. Did receiving this email from Jane Tretheway raise any
 24 doubt in your mind as to the way in which Studio E had
 25 been or would be appointed for the Grenfell Tower

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1 project?
 2 A. No, it did not.
 3 Q. Why is that?
 4 A. I don't remember.
 5 Q. Now, we find no response from you to Mr Awoderu's
 6 complaint. Do you know why you didn't respond to his
 7 complaint, or his point?
 8 A. Could you scroll down, please, so I can see the ...
 9 Q. Yes. We can scroll down to the original —
 10 A. Because — I didn't reply to it because it was sent to
 11 Mr Black.
 12 Q. Right. You're a copy party, so you didn't think you had
 13 to respond?
 14 A. That's correct.
 15 Q. Did you chase Mr Black to see what he had said?
 16 A. I would have asked him.
 17 Q. Right. What did he say?
 18 A. I don't remember now.
 19 Q. Can we then turn to a different topic, which is — still
 20 in 2012 — the concerns surrounding the management by
 21 TMO.
 22 Do you remember whether you yourself had any
 23 concerns, by which I mean worries, about the competence
 24 of managers at the TMO at this time, early 2012?
 25 A. No, I don't believe I did.

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1 Q. Did you have any concerns about the way in which the
2 capital investment programme was being delivered by the
3 TMO at this time?
4 A. To be honest with you, in 2012 I can't remember if I had
5 expressed concerns about the way that it was being
6 delivered then.
7 Q. Mark Anderson told us in his evidence in Module 1 on
8 13 October last year that in April 2012, regeneration
9 had become more prominent as, he put it, a corporate
10 requirement. Do you remember that?
11 A. I don't remember that specifically, but there would have
12 been a greater push in RBKC towards undertaking
13 regeneration projects.
14 Q. Right.
15 Let me just show you exactly what he said,
16 {Day52/11}, please. There is a reference to
17 Anthony Parkes, and then questions about Mr Black and
18 Mr Parkes, and then at line 21:
19 "Question: Did regeneration become more prominent
20 as a corporate requirement in the run-up to the change
21 of your title in April 2012?
22 "Answer: Yes, it did. My understanding is that, at
23 the time I'd been approached, KCTMO was going through
24 a degree of change, and there was also a desire on the
25 part of KCTMO to do more for RBKC, and similarly for

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1 RBKC to have KCTMO do more, and part of that was moving
2 towards, one, a stable property services function, but
3 it was also looking at what they could do more broadly
4 around the housing assets, and housing regeneration was
5 part of that."
6 Do you agree with Mr Anderson there that in early
7 2012 RBKC was looking for the TMO to do more, and
8 specifically in housing regeneration?
9 A. Yes, I would broadly agree with that statement.
10 Q. What was driving RBKC to expect more from the TMO, do
11 you remember?
12 A. So in 2012 the local authorities had moved from one
13 where they had a nationally agreed settlement under the
14 previous funding formula to being able to keep their own
15 rents and be able to have their own business plan. So
16 we would have had more funding available, or
17 prospectively had more funding available to us, and be
18 the master more of our own destinies in terms of the
19 capital programme in order to be able to undertake more
20 of those projects.
21 Q. Yes, I see.
22 Mr Anderson then went on in his evidence, if we
23 continue on that page {Day52/12:11}, to say:
24 "Answer: My understanding when I was first
25 approached, and also subsequently approached and when

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1 I first started, was that the property services function
2 hadn't been delivering or hadn't been performing to the
3 standard that either KCTMO or RBKC wanted —"
4 He was then stopped, but is that correct?
5 A. At the time, in 2012, the previous incumbent I believe
6 had left the post, and Mr Anderson was brought in on
7 a temporary contract on a short-term basis until
8 a permanent appointment was made, so I believe there was
9 a period of time that KCTMO was undergoing considerable
10 change. So, yes, I would agree with what Mr Anderson
11 had said.
12 Q. Can we then please go to {Day52/13:6}:
13 "Question: Now, you mentioned RBKC there. Had
14 these deficiencies been identified, to the best of your
15 knowledge, by the TMO, or had they been pointed out as
16 well by RBKC?
17 "Answer: To the best of my knowledge it was
18 probably a combination of both.
19 "Question: Do you know within RBKC who had
20 expressed these concerns regarding skills and experience
21 at managerial level?
22 "Answer: On the basis of my experience of RBKC,
23 I would ... historically I would have thought that would
24 have come through Laura Johnson. Certainly
25 Laura Johnson and I had conversations about that.

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1 "Question: Okay.
2 "Can you just, whilst we're dealing with this topic,
3 give us an idea or gist of the criticisms that
4 Laura Johnson had of the skills and training, expertise,
5 at management level at the TMO?
6 "Answer: I need to clarify, this isn't executive
7 directors and it isn't assistant or directors; this was
8 about — so within the property services function, one
9 of the things that that was responsible for was
10 delivering the capital investment programme, so this is
11 money invested in the housing stock to maintain/improve
12 it.
13 "Question: Yes.
14 "Answer: And my understanding was that for a number
15 of years the programme had not been delivered in its
16 entirety, so there was an underperformance in that
17 regard, and certainly from when I went to KCTMO, and in
18 advance of that, I felt there was a lack of management
19 or correct level of management within the organisation,
20 (1) to have the focus to drive that forward, and (2) to
21 ensure that it was delivered."
22 Now, I've read that to you at length.
23 Is what he says there an accurate reflection of your
24 concerns about the TMO and its delivery of the capital
25 programme in early 2012.

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1 A. I cannot remember in any detail, to be honest with you,
2 about my concerns about the management of the capital
3 programme over the period I started at RBKC in 2009
4 until 2012, but it was fair to say that there were
5 problems within the KCTMO about the quality of the
6 service that they had been delivering, and Mr Black was
7 doing a considerable effort in order to try and improve
8 the skills and experience of the people in his
9 organisation. So I would say that Mr Anderson's
10 reflection on concerns that I expressed at the time were
11 probably fair.

12 Q. Do you recall raising criticisms of the experience and
13 skills at a managerial level within TMO?

14 A. I don't remember that now, to be honest with you.

15 Q. Did you share Mr Anderson's view that there was a lack
16 of the correct level of management to drive the
17 programme forward?

18 A. I think we would have seen a lack of delivery of the
19 capital programme or lack of transparency about the
20 capital programme and there was a need to improve
21 performance there. So I probably would have discussed
22 that with Mr Black in my monthly meetings, but I cannot
23 say for definite now.

24 Q. Did you take a more hands-on approach to the
25 Grenfell Tower project at the outset because of concerns

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1 about the skills and experience within the TMO at
2 a managerial level?

3 A. No.

4 Q. Or the absence of such skills?

5 A. No, I did not.

6 Q. Can you look, please, at {RBK00045698/3}, please. This
7 is an email from Mark Anderson, towards the foot of the
8 page, to you dated 22 October 2012, which starts:
9 "Good morning
10 "Did you have a good weekend?"
11 Then there is something about umpiring.
12 Then it says:
13 "Yvonne has advised that Amanda, Celia, Jane and
14 Ruth are seeking a level of detail in relation to the
15 Grenfell Tower and Hidden Homes projects that I have
16 understood we do not need to provide.
17 "My approach stems from the meeting you hosted where
18 you advised you did not require this level of detail
19 Have I misunderstood you?
20 "The recent requests have focused on detail around
21 resident engagement and our approach to this."
22 Scrolling up page 3, you respond the same day, in
23 the evening — in fact, you don't respond, you forward
24 this email, and you say:
25 "This is the e-mail from Mark, this doesn't seem to

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1 be the same information we discussed with regard to the
2 Business Plan which was more strategic although
3 I appreciate we probably need some detail about Grenfell
4 and Hidden Homes.
5 "I've written to say that I understand that you've
6 asked for into which was as previously requested which
7 was still relatively high level but the Business Plan
8 required some detail about asset management ..."
9 Then you say at the end:
10 "I am at a loss what else to say as I think we've
11 been clear enough."
12 If we go up to page 2 {RBK00045698/2}, you see that
13 on 23 October 2012 Jane Tretheway then responds to your
14 email:
15 "Laura,
16 "The discussion we had with Yvonne was regarding
17 resident communications ..."
18 At the foot of the page she says this:
19 "My reading of Mark's note to you is that he doesn't
20 like us prompting this, or specifying our requirements.
21 I think he forgets that RBKC is the client, and KCTMO is
22 the contractor. I hardly think our requests are
23 excessive or unreasonable. Our follow up is planned to
24 be through a further meeting in 6 month's time to review
25 progress, so not exactly giving them a hard time!

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1 "There is a further issue here that KCTMO senior
2 management team seems to be resisting taking direction
3 from your senior management team, but want you
4 personally to give the nod instead. There is a risk
5 that you end up being the Director for both
6 organisations at this rate! For avoidance of doubt, it
7 would be good if you confirmed to Mark/Sacha/Robert that
8 your management team acts with your support."
9 Now, just pausing there, do you remember what the
10 information was that you requested from the TMO in
11 relation to Grenfell?

12 A. No, I do not.

13 Q. Did you agree with Ms Tretheway's view as expressed here
14 that Mark Anderson did not like RBKC prompting TMO for
15 information?

16 A. I think he may have been robust in his response to it,
17 but ... I don't remember, to be honest with you, because
18 I don't remember this email or the context in which they
19 were discussing the information required. But
20 Jane Tretheway was an excellent officer in my housing
21 team, so probably at the time I may have been in broad
22 agreement with her.

23 Q. Right. I was going to say, or ask you: did you agree
24 with Ms Tretheway's assessment that Mark Anderson was
25 resisting taking direction from your senior management

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1 team?

2 A. I suspect he probably was, because he reported in to the

3 KCTMO senior management team, and so would have probably

4 preferred to take direction from them.

5 Q. Right.

6 Following up on that, were you often asked by

7 Mark Anderson or other TMO officers to give them the nod

8 on things, as he has put it?

9 A. I don't think I was ever particularly asked to give them

10 the nod, but we worked very collaboratively with KCTMO

11 on a number of matters, not just Grenfell Tower but

12 across the piece, and my officers dealt with them on

13 a daily basis on a range of matters, and there may have

14 been some things that KCTMO or — asked to come to me to

15 confirm whether that was the intention of RBKC.

16 Q. Now, if we look up this email run, please, to page 2

17 {RBK00045698/2} you can see that Amanda Johnson then

18 comes in, same day, and responds to Jane Tretheway and

19 to you, and says:

20 "Dear Both

21 "Jane has summed this up perfectly.

22 "Ironically Mark's unresponsiveness requires us to

23 take a more hands on approach (albeit in my view

24 proportionate and appropriate to the contractor

25 relationship).

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1 "I am also mindful of Cllr Marshal's [sic] response

2 on EPG [Elm Park Gardens] and his requirement that

3 officers are effectively monitoring the TMO's delivery

4 of major projects."

5 Did you have to take a more hands-on approach as

6 a result of Mark Anderson's unresponsiveness, do you

7 think?

8 A. I don't remember, to be honest with you, but I had

9 a very good relationship with Mark Anderson, so it may

10 be that I found him easier to deal with than some of my

11 colleagues.

12 Q. Right. You don't recall, but does that mean that you

13 wouldn't quarrel with Amanda Johnson's observation?

14 A. No, I would not quarrel with Amanda Johnson's

15 observations. Both her and Jane Tretheway were

16 excellent officers in my team and I would have respected

17 their opinion and concurred with them.

18 Q. Right.

19 Do you recall what issue Councillor Marshall had

20 raised in relation to RBKC's monitoring of TMO's

21 delivery of major projects?

22 A. In this context, I don't, I'm afraid.

23 Q. The final email in the chain, going up to page 1

24 {RBK00045698/1}, the email at the top from

25 Jane Tretheway to Amanda Johnson, you're no longer

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1 copied in there, and she says:

2 "Totally. He's spot on. They can't be left

3 unsupervised just to do their own thing. That's how the

4 TMO got itself in a state in the first place in my view,

5 through lax clienting in the bad old days!"

6 Just pausing there, what's lax clienting, do you

7 know?

8 A. So I joined RBKC in 2009, and not soon after I joined

9 RBKC, we had to serve a notice on the TMO, and I — it

10 was definitely my opinion, although I wasn't there at

11 the time, that part of the problem with how the TMO —

12 why we had to serve that notice on the TMO was also part

13 of the council's responsibility, because it hadn't

14 necessarily been as good as it should have been at

15 clienting the TMO and holding it to account.

16 Q. I see. So clienting means holding it to account,

17 scrutinising it?

18 A. Scrutinising it and receiving regular updates on its

19 performance.

20 Q. I follow.

21 A. And I don't think we had done that as well as we should

22 have done in the past.

23 Q. Thank you.

24 She goes on to say:

25 "Wonder what LJ and RB have been discussing about

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1 Mark?"

2 Just pausing there, had you been discussing anything

3 about Mark?

4 A. I really don't remember, it's, you know — it's

5 ten years ago nearly.

6 Q. She goes on:

7 "I'm so unhappy at the idea that he thinks he can

8 see off even the most minor monitoring and scrutiny by

9 Council officers through a brief email to Laura. That

10 just has to be nipped in the bud. Otherwise he is on

11 his way to being untouchable. Very disempowering for

12 staff here whose job is to hold the TMO to account on

13 behalf of the Council and ultimately of residents.

14 A clear shot across the bows required in my view."

15 "We shall see..."

16 Was there a general impression in the housing

17 department previously that the TMO was in a state, or is

18 that a reference to what you've said before about what

19 happened when you arrived?

20 A. There was a — in 2009 when I joined, the TMO was — had

21 some very, very particular problems both in terms of the

22 executive management team and the way that the board

23 functioned, and then that translated down through the

24 organisation because of the lack of proper governance

25 and/or I think, you know, sort of poor direction from

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1 the executive team at the time, and Mr Black started to
 2 work at the TMO probably about six weeks after I was
 3 appointed, and then had to go through a considerable
 4 process, which takes a period of time, in order to
 5 appoint a new executive team and work with the board to
 6 appoint new attendees in the board to get better
 7 governance in the TMO, and that takes some time to do
 8 that, to turn an organisation around. But in my
 9 impression when I joined, the TMO was not in the
 10 greatest of places.

11 Q. Was it your impression at this time — we're now in the
 12 autumn of 2012 — that Mark Anderson was really
 13 repeating the old habits of the TMO from the past and
 14 essentially trying to see off scrutiny by brief emails?

15 A. I don't think he was, you know, sort of — he wasn't
 16 there in the past either, so he was a relatively recent
 17 appointee, and I had no experience of it in — prior to
 18 2009, but I think Mark was quite robust in pushing
 19 people back, and my officers are quite rightly going,
 20 "But we'd like the information so please provide it".

21 Q. Do you know what was meant by — well, you didn't
 22 receive this at the time, but looking at it now, what
 23 Amanda Johnson meant by "a clear shot across the bows"
 24 in relation to the TMO?

25 A. I should imagine that she meant — and you can ask

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1 Amanda Johnson this when she appears — that both
 2 herself and Jane Tretheway were seeking for me to talk
 3 to Robert Black to say that if officers at the council
 4 request information, then we would like it to be
 5 provided rather than being questioned all the time.

6 SIR MARTIN MOORE-BICK: Can I just ask, I sense that there
 7 may have been a problem with lines of communication
 8 here, that some of your officers wanted to go straight
 9 to their counterparts as they saw them at the TMO, and
 10 maybe that was or wasn't appropriate.

11 A. No, it would have been entirely appropriate, to be
 12 honest with you, because we were two organisations that,
 13 although there was a formal structure for monitoring the
 14 TMO, by far the most scrutiny of the TMO actually took
 15 place on an informal level between officers discussing
 16 particular projects. So it really wouldn't have been
 17 unusual at all for Jane or for Amanda to go and talk to
 18 their equivalents at the TMO and ask them for
 19 information.

20 SIR MARTIN MOORE-BICK: Yes, thank you.

21 MR MILLETT: Did you have any doubts about Mr Anderson's
 22 abilities?

23 A. No, I don't think I did.

24 Q. Was this "clear shot across the bows" ever delivered?

25 A. I don't remember.

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1 Q. Did this discussion have anything to do with the fact
 2 that Mark Anderson left the TMO soon afterwards in early
 3 2013?

4 A. Mark Anderson was an interim and so Mr Black would have
 5 been looking to make a permanent appointment to that
 6 particular very important position in the TMO, so
 7 I think it would have been time for Mark to move on, is
 8 my impression probably — my recollection from that
 9 time.

10 Q. I'm now going to ask you some questions on a different
 11 topic, which is the decision to re-tender.

12 Were you aware that, towards the end of 2012, the
 13 TMO had been in discussions with Leadbitter concerning
 14 the cost of the project?

15 A. I may well have been aware of it.

16 Q. Were you told around that time — so we're looking at
 17 the autumn of 2012 — that the ballpark figures being
 18 banded about by Leadbitter for the Grenfell Tower
 19 refurbishment were of the order of some £12 million to
 20 £13 million?

21 A. I don't remember that particular discussion, but it may
 22 have been brought to my attention.

23 Q. Who would have brought that to your attention?

24 A. Either Mr Anderson, if he was still there —

25 Q. Right. Did he keep you informed of the progress of

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1 discussions with Leadbitter at this point?

2 A. I don't think particularly, I don't remember having
 3 detailed discussions with him about it, but I didn't
 4 meet Mark particularly regularly. He may have come to
 5 the KALC meetings or he may have come to meetings just
 6 on other topics.

7 Q. Right. Do you remember, even in outline, being
 8 concerned about Leadbitter's anticipated costs?

9 A. I remember an email that I was sent saying that the
 10 costs that Leadbitter were proposing for the
 11 refurbishment of Grenfell Tower were coming in in the
 12 region of 11 to 12 million and, you know, at that time
 13 I just noted it. I didn't necessarily think it gave me
 14 any particular concern.

15 Q. Did it not when compared with the available budget that
 16 you had secured?

17 A. The budget that we had secured from the Elm Park Gardens
 18 receipt was based on estimates from that Hunters study,
 19 which was a really basic study about what the — about
 20 what it could — about the costs of the refurbishment.
 21 So I never took that kind of £6 million figure as being,
 22 you know, an end figure or an actual about what the
 23 project would actually cost. I took it as a guideline.

24 Clearly if the project was going to come in at twice
 25 the price of that then that would require further

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1 discussion with a Cabinet member and for Cabinet about
2 what the options were for being able to afford to
3 undertake that refurbishment project.

4 Q. Did you hear of any concerns surrounding Leadbitter's
5 lack of engagement with the TMO? Did you hear that
6 expressed to you?

7 A. I don't remember, to be honest with you.

8 Q. Right. Let's see what Mark Anderson said about that.

9 Can we please go to the transcript for

10 {Day52/152:25}, please. The question is:

11 "Question: You say you recalled concerns arising.

12 Can you help us, from whom did they arise?

13 "Answer: Well, I certainly had concerns about that,
14 because it either meant that Leadbitter were inaccurate
15 with their figures, Appleyards' cost analysis and
16 breakdown was inaccurate, or it was a combination of the
17 two.

18 "Question: Can you remember any concerns arising
19 from anyone at RBKC?

20 "Answer: Not in terms of the specific about that,
21 but there were conversations, probably from about
22 November 2012 onwards — I certainly had conversations
23 with Laura Johnson about Leadbitter in general terms —
24 in terms of their collaboration or lack of engagement
25 with progression, et cetera.

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1 "Question: Anyone else at RBKC that you can
2 remember now?

3 "Answer: There were others in the room, but,
4 you know, it was meetings chaired by Laura, so ..."

5 Is Mark Anderson's recollection correct, that he
6 shared concerns with you about Leadbitter of this nature
7 in 2012?

8 A. It may well be, but I can't say I remember.

9 Q. Do you remember being primarily concerned about
10 Leadbitter's proposed costs or was it something to do
11 with their engagement? Do you remember which of those
12 two you had any views about, if either?

13 A. To be honest with you, I don't remember having — it's
14 a long time ago now and I don't remember in any detail
15 having concerns about Leadbitter's lack of engagement or
16 the cost plan. But I think if someone had told me that
17 the cost plan was coming in so significantly different,
18 then obviously I would have expressed concerns that
19 there was such a degree of variance between, you know,
20 kind of what the cost consultants were telling us and
21 what it was actually coming out at.

22 Q. You don't have any reason to, sitting there today,
23 disagree, do you, with Mr Anderson's recollection as he
24 has expressed it here?

25 A. I don't have any reason to disagree, no.

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1 Q. Thank you.

2 Then let's move forward into January 2013 and look
3 at RBKC's position on Leadbitter at that point.

4 Can we start with this topic by going to your first
5 witness statement, please, at page 17 {RBK00034943/17},
6 paragraph 68. You say there:

7 "However there were issues with Leadbitter's budget
8 against the specification for the KALC project. In
9 January 2013, I emailed Leadbitter to say that due to
10 the fact they could not agree a financial close figure
11 in line with Stage D of the cost plan for KALC, RBKC
12 would no longer be recommending the TMO to proceed with
13 Leadbitter and would advise the TMO to tender the work
14 to a list of contractors not including Leadbitter ... We
15 managed to agree the costs and get into contract for
16 KALC and they continued to be considered for the
17 refurbishment at Grenfell Tower."

18 It's right, isn't it, that in the early months of
19 2013 RBKC were attempting to agree the price for the
20 KALC project with Leadbitter?

21 A. We were attempting to get into contract with them, yes.

22 Q. And that's what you mean by financial close, is it?

23 A. Yes.

24 Q. Were you actively involved in that process yourself?

25 A. Yes, I attended a number of meetings about that.

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1 Q. What issues do you remember having with Leadbitter at
2 that stage?

3 A. It was extremely difficult to arrive at an agreed
4 specification for the school and the leisure centre
5 against the agreed contract price, and it was a very —
6 I think it's fair to say that there were fairly
7 combative discussions between the contractor and RBKC
8 going through on a line-by-line basis of every item that
9 was listed for each of the projects, identifying what
10 the costs were.

11 Q. And at this stage, was it intended by RBKC, at least,
12 that Leadbitter would also enter into contract with the
13 TMO on the Grenfell Tower project?

14 A. I think there was definitely an ambition that
15 Leadbitter, or Bouygues as they became, would be the
16 contractor on both projects.

17 Q. Yes. That's certainly how you had put it —

18 A. Yes, I did.

19 Q. — in the May of 2012, and that hadn't changed?

20 A. That hadn't changed.

21 Q. No, thank you.

22 But the issues you were having with Leadbitter
23 related to KALC — is this right? — and not,
24 potentially, to the Grenfell Tower project?

25 A. That's correct.

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1 Q. Yes.
 2 Now, can we then look, please, at {RBK00001093}.
 3 This is what you produce at LJ/16. This is an email of
 4 3 January 2013 from you to Cliff Thomas of Leadbitter in
 5 which — and I'm summarising — you tell him that RBKC
 6 will no longer be recommending that TMO proceed with
 7 Leadbitter in relation to the Grenfell Tower project.
 8 Do you remember that?
 9 A. Yes.
 10 Q. You send this email, as you say in the beginning:
 11 "Following the last two SRO meetings in November and
 12 December 2011, and our continuing failure to agree
 13 a financial close figure in line with stage D VE cost
 14 plan."
 15 Do you mean 2011 there or do you mean 2012? I think
 16 it's a typo for 2012.
 17 A. I suspect it's a typo.
 18 Q. Yes.
 19 Let's look at the third paragraph of that email
 20 a little bit more closely. You say there:
 21 "There was originally a total of around £60M
 22 available for the KALC project and Grenfell Tower. RBKC
 23 will now no longer be recommending the TMO proceed with
 24 you on the latter and will advise them to re—tender the
 25 works to a list of contractors not including Leadbitter."

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1 At the next SRO meeting on 16th January 2013 I would
 2 like an unequivocal commitment from you that we will be
 3 able to enter into contract for the KALC project at
 4 a combined £50.4M figure by the 15th February 2013. If
 5 you cannot make this commitment then we will withdraw
 6 the Leisure Centre from the project and reconsider our
 7 procurement position for the Academy. For those
 8 elements we remove, and procure through alternative
 9 means, we will not include Leadbitter on the tender
 10 lists.
 11 "I am extremely disappointed that we are being
 12 forced to take such measures, particularly given that
 13 the supposed principal benefits of using the IESE route
 14 are to ensure early contractor engagement, provide early
 15 cost certainty and avoid the sorts of situations we seem
 16 to be experiencing on this scheme."
 17 Now, to confirm, it's right, isn't it, that RBKC was
 18 the client only in relation to the KALC project?
 19 A. That's correct.
 20 Q. And on the Grenfell Tower project, TMO was or was to be
 21 the client?
 22 A. That's correct.
 23 Q. Why were you recommending here that the TMO not proceed
 24 with Leadbitter?
 25 A. I was attempting to use my leverage with the potential

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1 for an additional project in order to try and get
 2 Leadbitter to agree the contract close figure.
 3 Q. But surely whether Leadbitter took on the Grenfell Tower
 4 project or not could only ever have been a decision as
 5 between Leadbitter and the TMO?
 6 A. That's correct.
 7 Q. So is it your evidence that this was just a negotiating
 8 ploy?
 9 A. Yes, it was.
 10 Q. Right.
 11 You say that you were going to advise the TMO to
 12 re—tender the works to a list of contractors not
 13 including Leadbitter, but it's right, isn't it, in fact,
 14 that TMO didn't have to accept your advice, did they?
 15 A. No, they did not, no.
 16 Q. We do know that the TMO did re—tender for this project.
 17 In reality, is it the case that RBKC had trouble
 18 agreeing a price on KALC, and that that became a factor
 19 in you recommending that Leadbitter not be used on the
 20 Grenfell Tower project?
 21 A. I don't remember, quite honestly, whether that was
 22 an influencing factor on the TMO deciding to re—tender
 23 or not, but I would have spoken to, I think,
 24 Peter Maddison, who was in place by then, to express my
 25 difficulties in trying to reach a contract close figure

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1 on the KALC project.
 2 Q. So although it was a negotiating ploy when you were
 3 facing Leadbitter, in fact it took root in some way,
 4 didn't it, because it was one of the reasons why in fact
 5 the TMO never proceeded with Leadbitter for Grenfell?
 6 A. It was a negotiating factor in terms of this email in
 7 order to try and get some movement after seven months of
 8 intense negotiation in order to try and get a contract
 9 close, but I was not the person who would have been —
 10 nor an organisation who would have appointed Leadbitter
 11 to undertake the KALC refurbishment project. So to say
 12 that it took root I think is possibly a bit strong, but
 13 I would have been able to advise them that — because
 14 I met my colleagues in the TMO a number of times over
 15 that period of time and probably would have in
 16 conversation said how difficult the negotiations were in
 17 progressing with getting Leadbitter to close on this
 18 contract.
 19 Q. So does it follow from that answer that you agree that
 20 your stand that you were taking as per this email with
 21 Leadbitter had some influence on the TMO's decision to
 22 re—tender for the Grenfell Tower project?
 23 A. It may have had some influence, but then I think
 24 definitively you would need to ask the TMO as to why
 25 they decided to re—tender, but it may have had some

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1 influence.

2 Q. Now, we know that Peter Maddison started his employment

3 at the TMO in this very month, January 2013. When he

4 started, do you remember making him aware of this email

5 to Cliff Thomas?

6 A. No, I do not.

7 Q. You were aware that Peter Maddison was going to be

8 deeply involved in the Grenfell Tower project; why did

9 you not think it appropriate to at least make him aware

10 of the discussions that you had been having with

11 Leadbitter on the KALC project?

12 A. I didn't say I didn't, I just said I don't remember

13 whether I briefed Peter Maddison on that.

14 Q. Right. Well, I asked you specifically about this email,

15 but did you actually brief Peter Maddison on the state

16 of play as between RBKC and KALC?

17 A. I do not remember a specific meeting where I briefed

18 Peter Maddison on the difficulties that RBKC had had in

19 reaching a contract figure and a close with Leadbitters,

20 but I definitely would have spoken to Peter about it.

21 Q. Right.

22 His evidence — and, for the record, it's

23 {Day58/23–24} — is that when he joined the TMO he did

24 not become aware of this email and didn't know that RBKC

25 had decided no longer to recommend that the TMO proceed

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1 with Leadbitter.

2 A. Yes, that's fair, I probably did not share — I would

3 not have shared this email with Peter Maddison because

4 this was an email that I sent to Cliff Thomas at

5 Leadbitter in order to try and get them to complete on

6 the KALC project.

7 Q. Right. So your recollection is the same as

8 Peter Maddison's?

9 A. Yes.

10 Q. Can we then move into January 2013 a little bit further.

11 Go, please, to {TMO00848925/2}. This is an email, at

12 the foot of page 2, bottom half of the page, 22 January,

13 from Peter Wright to you, and he says this:

14 "Laura,

15 "I've just had a meeting with Colin ..."

16 And I think that's Colin Chiles, isn't it?

17 A. I believe it would be, because he worked for Leadbitter

18 at that time.

19 Q. "I've just had a meeting with Colin and, while I know

20 it's not really anything to do with me, could I suggest

21 you meet with him, Appleyards and the TMO before the

22 project hits the rocks? There seem to be quite a few

23 issues, in terms of resourcing and pricing the job,

24 which need to be brought out into the open. My concern

25 is that it may affect KALC as there will inevitably be

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1 programme and cost interdependencies, no matter how much

2 everyone insists that there won't."

3 Now, if we just follow your eye up the screen,

4 please, we can see that you ask Sacha Jevans to follow

5 up on this issue, you can see that, same day. Do you

6 see that?

7 A. Yes.

8 Q. That's the email there.

9 What did you understand Mr Wright to have meant when

10 he said "before the project hits the rocks"?

11 A. I presume that Mr Wright was alluding to the fact that

12 there was a lack of progress being made between KCTMO

13 and Leadbitter on the potential for awarding the

14 contract for the refurbishment works to them.

15 Q. Did you have any concerns along those lines at that

16 time?

17 A. I don't think I knew about it in enough detail to be

18 able to express a view.

19 Q. What were the issues in early 2013 concerning resourcing

20 and pricing the Grenfell Tower project as opposed to

21 coming to financial close on the KALC project, do you

22 remember?

23 A. It may well have been that Leadbitters at the time

24 weren't committing enough resources in order to be able

25 to arrive at a figure for the KALC project — for the

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1 Grenfell Tower refurbishment project, and there was

2 considerable delay. I'm projecting here because I don't

3 know, but there may well have been delays in them

4 responding to the capital programme team in order for

5 them to be able to progress the programme.

6 Q. It looks from Peter Wright's email I've read to you that

7 that would have, or his concern was it would have,

8 a knock-on effect in relation to KALC; did you share

9 that concern?

10 A. I thought the projects could be divorced at any time,

11 you know, kind of the hope that we had in being able to

12 do both of those projects at the same time, about

13 sharing sites and about, you know, kind of if we were to

14 divorce those projects and try and bring somebody else

15 in, then that would have a problem. Because at that

16 time we were still kind of ambitious to be able to do

17 the school and the leisure centre and the refurbishment

18 of Grenfell all at the same time, because we really

19 wanted to minimise the disruption to residents, who were

20 going to be living on a building site for a very long

21 time, which is, you know, just awful, to put up with

22 that noise and that disruption and that dirt for that

23 period of time, and if there was a divorcing of the two

24 then it would become apparent that we weren't able to

25 take those projects together simultaneously.

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1 Q. Or was your concern that the difficulties in coming to
2 a figure for the Grenfell Tower project would in turn
3 affect the KALC project?
4 A. No, I wasn't concerned that arriving at a figure for the
5 Grenfell Tower would impact on KALC because they were
6 two very separate projects.
7 Q. You say they were two very separate projects, but in
8 fact, as we've seen, the primary ambition for cost
9 reasons was to keep the contractor the same.
10 A. Yes, it was, but there was an opportunity to divorce
11 them, and it was opportunities from site sharing, of
12 doing the building works at the same time, from getting
13 that kind of sharing of the design teams and working
14 there at the same time, but it wasn't a drop-dead
15 scenario that both of those projects had to be done.
16 It was, I think, a very sensible view at the time,
17 when looking at undertaking major works, to try and get
18 that kind of benefit of the piece of using the same
19 contractor across both projects, and as it turned out,
20 it didn't work like that, which meant that the KALC
21 project went ahead as planned and the Grenfell Tower
22 refurbishment project went ahead at a later period.
23 Q. Now, a few days later, on 25 January 2013, there was
24 a TMO joint management team meeting with RBKC, and we
25 will see the minutes for that at {TMO00848936}. That's

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1 the first page. We can see that you are present there
2 from RBKC, as is Amanda Johnson, and from the TMO we
3 have Robert Black, Sacha Jevans and Peter Maddison.
4 If we go, please, to page 5 {TMO00848936/5}, we can
5 see point 7, "Grenfell Tower". It says:
6 "There was a forecast overspend of £2m at present on
7 this project, and Peter Maddison would be meeting
8 Appleyards on 28 January to consider how this could be
9 resolved. Links to be maintained with the KALC project
10 where costs had been contained, and pressure to be kept
11 up on Leadbitters and Appleyards. However, it would be
12 possible to use reserves to plug the gap rather than
13 going for re-procurement. It was suggested that some of
14 the extra costs may be due to the architects, Studio E."
15 Now, just showing you that, in your email of
16 3 January you told Cliff Thomas of Leadbitter that RBKC
17 was going to advise the TMO to re-tender, but here we
18 see it recorded that links are to be maintained with
19 KALC and pressure kept up on Leadbitter and Appleyards.
20 Does that reflect the fact that internally you were
21 intending to keep Leadbitters on but had just used the
22 position you were taking in the 3 January email to
23 Cliff Thomas as a negotiating stance?
24 A. It was a negotiating stance.
25 Q. Right. And that really demonstrates that, doesn't it?

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1 A. Yes, it does.
2 MR MILLETT: Yes.
3 Mr Chairman, I'm about to go to a different document
4 but just continuing the story. It's probably
5 a convenient moment now.
6 SIR MARTIN MOORE-BICK: I would have thought so.
7 MR MILLETT: Yes.
8 SIR MARTIN MOORE-BICK: Otherwise we shall be sitting here
9 quite a bit longer, shan't we?
10 MR MILLETT: Yes.
11 SIR MARTIN MOORE-BICK: That is a good moment.
12 It's time we all had a break for some lunch,
13 Ms Johnson, so we will stop there. We will resume,
14 please, at 2 o'clock. Again, please don't talk to
15 anyone about your evidence over the break. All right?
16 Thank you very much. Would you like to go with the
17 usher, please.
18 (Pause)
19 Thank you, 2 o'clock, then, please. Thank you.
20 (1.00 pm)
21 (The short adjournment)
22 (2.00 pm)
23 SIR MARTIN MOORE-BICK: All right, ready to carry on,
24 Ms Johnson?
25 THE WITNESS: Yes.

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1 SIR MARTIN MOORE-BICK: Good. Thank you very much.
2 Yes, Mr Millett.
3 MR MILLETT: Thank you, Mr Chairman.
4 Ms Johnson, we were in the early part of 2013,
5 looking at the Grenfell Tower project.
6 Can I now take you, please, to {TMO00879771/26}, and
7 look at the right-hand side. Now, this is Mr Maddison's
8 daybook 1 of 8 for 13 February 2013, as you can see from
9 the top right-hand side, and you can see that there is
10 an inscription next to the date, what looks like
11 "Leadbitters, architect, Appleyards, planners", and then
12 to the left of that, "Laura, Grenfell, how ambitious?"
13 Further down there are some bullet points.
14 Do you remember meeting Mr Maddison on
15 13 February 2013?
16 A. No.
17 Q. Now, just looking at the chronology, this of course
18 would have been Mr Maddison's first month in his role.
19 He joined on 21 January 2013. So you don't deny having
20 a meeting with him at that stage, do you?
21 A. No, I don't.
22 Q. No.
23 As I've shown you, you can see the words "Grenfell,
24 how ambitious?" Can you remember what that was about?
25 A. No, I'm afraid I can't.

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1 Q. Towards the bottom, after quite a lot of manuscript,
2 there are some bullet points. The last one is, "We will
3 be at the table", in quotation marks.
4 Did you tell Peter Maddison that RBKC would be at
5 the table for the Grenfell Tower project?
6 A. I don't remember.
7 Q. Do you deny doing so?
8 A. I don't deny it and I don't confirm it because I don't
9 remember.
10 Q. Right.
11 Did you tell Mr Maddison in any other meeting around
12 this time that you expected to be involved in the
13 decision-making on the Grenfell Tower project?
14 A. No, I don't remember — I don't remember saying
15 a phrase, "We will be at the table", and I don't
16 remember ever saying to Mr Maddison that RBKC would be
17 expected to be part of the decision-making process.
18 Q. Right.
19 To be fair to you, Mr Maddison's evidence was that
20 by "we", he meant the TMO.
21 A. Okay.
22 Q. Does that affect your answers?
23 A. No.
24 Q. No.
25 Let's just look briefly then at what Mr Maddison

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1 said about this diary entry in his evidence.
2 Can we have the transcript, please, for
3 {Day58/29:19}. You can see I asked him:
4 "Question: Well, what did you mean by 'How
5 ambitious'?"
6 "Answer: I think that's about the scope, so what we
7 were looking to achieve there. I don't remember if this
8 was the meeting or ... no. So I think this was me
9 checking in with Laura, as the project sponsor for KALC
10 and for the client of the TMO overall, to get her
11 perspective on what she wanted us to deliver, because
12 this was the first project that the TMO had delivered on
13 this scale. And this links down to the comment at the
14 bottom, 'We will be at the table'.
15 "Question: I was going to ask you about that. Just
16 before we do, to follow up on your answer just now, you
17 were checking in with Laura to get her perspective on
18 what she wanted the TMO to deliver. Now, that sounds to
19 me as if you're going to her and asking her for her view
20 or her instruction going well beyond simply matters of
21 the budget; is that fair?
22 "Answer: No. I think it's reasonable to — I mean,
23 Laura was — she was the director of housing, she had
24 a good understanding of the politics of the borough and
25 the priorities of the council and the councillors, and

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1 so I wanted to understand what the council wanted the
2 TMO to deliver on their behalf, and she was the key
3 point of contact to establish that."
4 Now, just looking at what I've just shown you there,
5 Ms Johnson, do you agree that your conversations with
6 Mr Maddison at around this time went beyond the merely
7 budgetary for the project?
8 A. Yes.
9 Q. Yes. So is it right that your conversations with him
10 included discussions of what you thought the scope of
11 the project should be?
12 A. I would have thought the — my conversations would be
13 around the scope of the project, which would be based on
14 what the TMO advised RBKC needed to be done to
15 Grenfell Tower based on the information that was coming
16 from the Keystone asset management database, in terms of
17 the residential element, and then RBKC had very specific
18 requirements as well about the refurbishment of the
19 nursery, the playground area, the what was ultimately
20 nine new units at the base — it started off at six,
21 then went to seven, then went to nine — and the new
22 boxing club.
23 Q. Were you aware that in the early part of 2013, so
24 February and March of that year, Artelia were working on
25 the costs with Leadbitter to try to bridge the gap on

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1 the costs for the Grenfell Tower project as they then
2 stood?
3 A. I don't remember being specifically aware of it in
4 January/February of that year, but I would have had
5 an understanding, maybe from Peter Maddison, that there
6 was some work taking place on the costings.
7 Q. Yes, I see. Was he keeping you updated on the progress
8 of those discussions that were being had by the TMO with
9 Leadbitter?
10 A. In very general terms. I did not have a regular meeting
11 with Mr Maddison, as in scheduled every week or every
12 month, but if I saw Mr Black, which I did every month,
13 then I would have had an update from him, or if I saw
14 Mr Maddison at a meeting or exchange of emails, then he
15 would have updated me. It wasn't a regular diarised
16 update, it was more a general update in terms of
17 information.
18 Q. Do you remember whether in any of your discussions that
19 you did have with Peter Maddison you offered an opinion
20 as to whether or not the Grenfell Tower project should
21 be re-procured?
22 A. No.
23 Q. Now, let's go back to your own notebooks, your daybooks,
24 please, and look at another one, {RBK00059573/33}.
25 Bearing in mind that the date of the meeting that

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1 Mr Maddison recorded as having with you was
 2 13 February 2013, here is your daybook for what appears
 3 to be 14 February 2013, so the following day, and it's
 4 headed "KALC SRO meeting".
 5 If we turn the page, please, to page 34
 6 {RBK00059573/34}, you can see that there is a heading,
 7 "Grenfell Tower". Do you see that?
 8 A. Yes.
 9 Q. Was Grenfell Tower a standing item on the agenda at SRO
 10 meetings, do you recall?
 11 A. Yes, it was.
 12 Q. Why was that, given that you were the SRO for KALC and
 13 not for Grenfell, which was a TMO project?
 14 A. Because of particularly the interdependencies at the
 15 base of the tower, so there was an area of land at the
 16 bottom of Grenfell Tower which was in the ownership of
 17 the HRA and that required some land swap with the
 18 general fund in order to make that park area work, and
 19 there were ambitions in terms of the planning department
 20 and the strategic plan for the area, looking at how to
 21 make the functionality of the bottom of Grenfell Tower
 22 work better with the KALC project.
 23 Q. Do you remember meeting Peter Maddison in preparation
 24 for this meeting?
 25 A. No, I don't particularly remember that.

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1 Q. Now, if you look at what's said under "Grenfell Tower",
 2 it's the first arrow, it says, "50% over budget". Then
 3 it goes on to say, "£12m, current budget £8m". Do you
 4 see that?
 5 A. Yes.
 6 Q. Then there is a reference to the "Brand new heating
 7 system all new pipes", and then it says:
 8 "Appleyards estimates £2m wide of Leadbitter's cost.
 9 "£1m wide on cladding.
 10 "£1m on architectural ..."
 11 And I can't read that, I'm afraid. Perhaps you can
 12 help me with that?
 13 A. It looks like sort of — "bits and bobs", I would
 14 normally say, but it looks like kind of, you know,
 15 "fittings and bits", something like that.
 16 Q. Okay.
 17 Were you concerned to learn that Leadbitter's —
 18 well, let me ask it this way: was this the first
 19 occasion on which you found out that Appleyards were
 20 estimating that Leadbitter's costs were so wide of the
 21 budget?
 22 A. I don't know if this was the first occasion that I was
 23 made aware of it. I could have been made aware of it in
 24 the past, that there was a significant cost variance to
 25 what we had estimated the project was, but this is

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1 clearly the first time I've documented it in writing.
 2 Q. Right.
 3 Were you concerned to learn that Leadbitter's costs
 4 were overbudget?
 5 A. I would have been, yes, yeah.
 6 Q. Do you agree that you have noted here that the current
 7 budget is £8 million?
 8 A. Yes.
 9 Q. Was that the current budget at that stage?
 10 A. There must have been a process where we had gone from
 11 the Hunters figures, which were around £5 million to
 12 £6 million, to then looking at kind of what the wider
 13 project was going to cost, and then a figure of
 14 £8 million must have been suggested at some point, but
 15 I don't remember where. So I've put "current budget",
 16 but it's very much an estimated budget.
 17 Q. Yes. We will come back to that, because there is a bit
 18 more to fill in the blanks on that, but certainly I just
 19 want you to note that at this point you're noting the
 20 current budget is at £8 million and the delta, if you
 21 like, between that and Leadbitters is £4 million.
 22 A. Yes.
 23 Q. So then let's move on in the year to March 2013. Can we
 24 go, please, to {TMO10038870}. This is the minute of the
 25 TMO programme board meeting on 25 March 2013. Now,

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1 self—evidently you are not present, Robert Black and
 2 Sacha Jevans are, and you can see under the second item
 3 there, Peter Maddison attended for Grenfell Tower, as
 4 well as Paul Dunkerton and David Gibson.
 5 Now, if you look a little bit further down, you can
 6 see that in the next paragraph it says:
 7 "For the past two months Peter and team have been
 8 working with Leadbitters and Appleyards to agree on
 9 costs for the project. Our budgeted cost is 9m whilst
 10 the costs being presented by Leadbitters is
 11 approximately 12–13m. The design is also being
 12 revisited as there might be cost savings with revising
 13 it."
 14 Then on page 2 {TMO10038870/2}, if you look at that,
 15 please, you can see that at the top of the page it says:
 16 "It needs to be considered that if we have no option
 17 but to re-procure how RBKC will feel about us looking at
 18 this piece of work all over again.
 19 "Also what will the view be if we take out the
 20 relocation of the boxing club and nursery?"
 21 Then if you go down to the fifth paragraph, it says:
 22 "Procurement would be an issue as the Board were
 23 sold the project on the basis that we were doing it this
 24 way for efficiency savings.
 25 "Peter has spoken to Laura Johnson about the present

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1 situation and also mentioned it the Board so hopefully
 2 there will not be a huge issue if we say we need to
 3 start again.
 4 "Paul is working with the architects to look at
 5 alternative."
 6 Did you in fact speak to Peter Maddison about this
 7 situation?
 8 A. I'm absolutely sure that if Peter has said that, then
 9 that conversation took place.
 10 Q. Right. Do you remember whether it was by telephone or
 11 in a face-to-face meeting?
 12 A. I do remember Peter being in my office around the
 13 beginning of 2013 and having a conversation with me
 14 about costs and the options for re-procuring the
 15 project, and I distinctly remember saying, well, if we
 16 have to re-procure, then the TMO needs to re-procure,
 17 you know, it wasn't — I didn't express an opinion that
 18 would be — that said this wasn't something that the
 19 RBKC would agree to.
 20 Q. Right.
 21 At that stage, did you tell him something along the
 22 lines of, "And in any case Leadbitters wouldn't be
 23 surprised as I've already told them I was going to tell
 24 the TMO not to engage you for Grenfell"?
 25 A. I don't remember saying that, no. As we've established,

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1 that was a negotiating tactic, rather than actually
 2 something that —
 3 Q. Indeed.
 4 A. — I definitely said I was going to do.
 5 Q. You might have turned the tactic into reality, though,
 6 wouldn't you?
 7 A. I didn't.
 8 Q. There is no record we've seen of that conversation. Why
 9 is that, do you remember?
 10 A. What, between myself and Peter Maddison?
 11 Q. Yes.
 12 A. If it is the conversation I recall, it was just
 13 Peter Maddison was in my office to talk about something
 14 and it came up, you know, it wasn't a formally minuted
 15 meeting.
 16 Q. Wasn't this an important decision?
 17 A. It's not a decision at this stage and it is just
 18 a general conversation he had with me about the costs.
 19 Q. Right. I mean, given that RBKC is the client and TMO is
 20 the — whatever you call the TMO, the person providing
 21 RBKC with the services, was it not important to ensure
 22 that, to avoid lax clienting, this conversation was
 23 recorded?
 24 A. Well, as you can appreciate, in any organisation there's
 25 a number of conversations that take place between

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1 colleagues and not every one of them is minuted.
 2 Q. Yes, but was Mr Maddison your colleague?
 3 A. Well, he was a colleague as in he worked for the TMO,
 4 so —
 5 Q. Yes, not within your organisation.
 6 A. Not in my organisation, no, but as in somebody who I —
 7 was a fellow housing professional who I dealt with on
 8 a regular basis. So if it wasn't in a formal meeting
 9 and it was just a general chat, which it may well have
 10 been at this stage, then it wouldn't have been something
 11 that would have been formally minuted because he was
 12 maybe at this point just sounding me out.
 13 Q. Does the closeness of the professional relationship
 14 between you and Mr Maddison explain why there is no
 15 record of this conversation?
 16 A. No.
 17 Q. Why would Peter Maddison have needed to discuss
 18 re-procurement with you?
 19 A. Because he would have understood, I presume, on the
 20 basis of which — the reasons why the TMO were
 21 discussing the procurement of the contract with
 22 Leadbitters because of the links to the KALC project.
 23 Q. Forgive me, I'm not really sure I understand that
 24 answer.
 25 Why would Peter Maddison, who had nothing to do with

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1 the KALC project, have been concerned with what RBKC's
 2 position was on that?
 3 A. Because, as we've discussed, the RBKC had been looking
 4 to achieve efficiencies across the two large projects
 5 taking place at the same time, and so Peter Maddison,
 6 probably as a matter of courtesy, would have said to me,
 7 "I don't think this is working".
 8 Q. Right. So was it your impression at the time that
 9 Peter Maddison wanted to discuss re-procurement with you
 10 because he understood that it was in RBKC's interests to
 11 have Leadbitter working on both projects for cost
 12 reasons, among others, and that re-procuring would spoil
 13 that?
 14 A. I can't speak for Peter Maddison, and what I'm trying to
 15 do is recollect a conversation that took place
 16 eight years ago, which was an informal conversation
 17 between two people discussing how negotiations were
 18 progressing on the negotiations between KCTMO and
 19 Leadbitters, and I believe, from my recollection,
 20 although it's not crystal clear, that Peter Maddison
 21 just let me know that the negotiations with Leadbitter
 22 weren't progressing as well as he had hoped, and that
 23 they may have to go out and re-procure the project
 24 again.
 25 Q. Did you recommend to him that the project be

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1 re—procured?
 2 A. No.
 3 Q. Did Peter Maddison seek to persuade you that the project
 4 should be re—procured?
 5 A. I don't think he sought to persuade me, I don't think
 6 I required persuading, I think he was advising me as
 7 a professional that this was in his opinion what needed
 8 to take place.
 9 Q. Now, can we please go down to the last paragraph on that
 10 page, page 2 {TMO10038870/2}, and it says this:
 11 "Peter and team will look at the redesign
 12 opportunities to get a sense check and [then] go back to
 13 RBKC with a proposal for how to proceed.
 14 "It needs to be thoroughly explained that
 15 Leadbitters are trying to overcharge."
 16 I know this is not your note and you weren't there,
 17 but can you explain why the TMO felt that they would
 18 have had to go back to RBKC with a proposal for how to
 19 proceed?
 20 A. I can't answer on a proposal for how to proceed, but
 21 obviously RBKC had taken a report to Cabinet about the
 22 use of Elm Park Gardens receipts and the budget for the
 23 refurbishment, and we had explained to members that
 24 there would be a number of additional benefits above and
 25 beyond the residential element that would be delivered

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1 from this project. As I said, the wider benefits to the
 2 community were really important to the councillors in
 3 order for, you know, the people in the locality in order
 4 to be able to take their children to a much better
 5 nursery than the one that was there, and the boxing club
 6 to get much better facilities, so I believe Mr Maddison
 7 would want to come back to us and talk to us about how
 8 the proposals and the re—design opportunities might not
 9 just impact on the residential component, but also the
 10 wider benefits being delivered through this
 11 refurbishment programme.
 12 Q. Right. Now, that's a long answer focusing on re—design
 13 opportunities. Are you saying that it was your
 14 understanding at the time that the TMO in any
 15 re—procurement would always need to go back to you
 16 because of the potential for re—design which would
 17 affect the wider scheme?
 18 A. No, I don't think they would need to come back to us on
 19 re—design in that level of detail, but if there were
 20 significant budget variances, as no doubt the Inquiry
 21 has seen, then we would need to go back to Cabinet to
 22 get those — you know, if we required further money for
 23 the project, then we would need to go back to Cabinet to
 24 ask that, and if we needed to go back to Cabinet to ask
 25 for additional resources, then we would need to put

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1 together a paper that explained why that was the case.
 2 Q. Yes, and that takes one back to costs.
 3 My question, let me just try once more: can you
 4 explain why the TMO felt that it was necessary to go
 5 back to RBKC with a proposal for how to proceed?
 6 A. Not in this instance, no.
 7 Q. Right.
 8 Is the reality that it was you who was the person
 9 who was going to make the ultimate decision on whether
 10 the project would be re—procured or not?
 11 A. No.
 12 Q. And that your reaction to whatever proposal they came
 13 back with would be dominant in that process?
 14 A. No.
 15 Q. Or extremely influential in that process?
 16 A. It would possibly be influential, but it wouldn't be
 17 dominant and I would not direct it.
 18 Q. You wouldn't direct it, right.
 19 Can we then move on to May 2013.
 20 Let's look at {ART00008858}. This is an internal
 21 Artelia email. You will not have seen it at the time.
 22 You may have seen it since. It's on 21 May 2013, and
 23 it's sent by Rob Powell of Artelia to Phil Booth, copied
 24 to Simon Cash, all Artelia, and it says:
 25 "Philip

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1 "Interesting meeting this am!
 2 "Basically — Peter Maddison has been over—ruled by
 3 Laura Johnson....
 4 "She wants to keep the works for the boxing club and
 5 nursery and doesn't want to progress the kitchens &
 6 bathrooms at this stage necessarily
 7 "Also PM not keen on progressing with Leadbitter....
 8 "Our report kicking this all off was based upon the
 9 objective of preserving programme — This now not so
 10 important. Value for money is
 11 "Accordingly we are likely to reprocure scheme via
 12 OJEU!"
 13 Et cetera.
 14 Do you remember speaking to Peter Maddison about the
 15 Grenfell project in May 2013?
 16 A. No.
 17 Q. Do you remember speaking to Peter Maddison about the
 18 issues of the boxing club, nursery, kitchens and
 19 bathrooms?
 20 A. Not specifically, no. But clearly I did.
 21 Q. My next question: you don't deny having this
 22 conversation?
 23 A. No, I don't.
 24 Q. Do you deny having this conversation with Mr Maddison in
 25 the terms recorded here, which are admittedly

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1 second—hand?

2 A. I think the language is strong, that "Peter Maddison has
3 been over—ruled by Laura Johnson", because that's
4 definitely not how I operate. It would have been one of
5 having a discussion. But Mr Maddison may well, based on
6 this email, have asked me about what the priorities for
7 the project were, and I would have explained to
8 Mr Maddison that the wider benefits for the community
9 were really important to the council from the funding
10 from Elm Park Gardens, so in this instance we wanted to
11 keep the boxing club and the nursery.

12 Q. The email also notes, as I've shown you, that "PM not
13 keen on progressing with Leadbitter". Did you speak to
14 Peter Maddison about this time, so around 21 May 2013,
15 about progressing or not progressing with Leadbitter?

16 A. I don't remember specifically. I may or may not have
17 done.

18 Q. Did you express a view on that subject at about this
19 time?

20 A. Again, I don't remember.

21 Q. Did you in any way attempt to influence Peter Maddison
22 on the question of retaining or not retaining Leadbitter
23 at about this time?

24 A. I don't remember.

25 Q. Did you have the power to overrule Peter Maddison when

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1 it came to the Grenfell Tower project?

2 A. I didn't have the power to overrule Peter Maddison, but
3 I would have been here talking about the budget for the
4 project and what the Cabinet had agreed to and advised
5 him of what RBKC's preferences were.

6 Q. Right. So, in de facto terms, you would have had the
7 ability to exercise influence?

8 A. Yes, I would.

9 Q. Did you overrule Peter Maddison on the issue of the
10 boxing club and nursery?

11 A. I would have said to Peter Maddison, based on the basis
12 of this email, that the borough's preference was, in
13 terms of the wider community benefit and the way the
14 funding was being delivered through the Elm Park Gardens
15 receipt, to keep the boxing club and the nursery rather
16 than the kitchens and bathrooms. I don't specifically
17 remember the conversation, but I have no reason to
18 dispute what's in this email.

19 Q. Did you overrule Peter Maddison on the issue of
20 re—procurement?

21 A. No.

22 Q. Did you tell Peter Maddison that value for money was
23 more important than preserving the programme of works?

24 A. No.

25 Q. Now, we heard from Simon Cash about this email. He was

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1 one of the recipients. I would just like to show you
2 what he says.

3 This is the transcript of his evidence on
4 {Day48/163:24}, please.

5 I should caveat what I'm about to ask you by making
6 it clear that this is his understanding of the same
7 document, so let's see how we go.

8 At line 24 I put to him:
9 "Question: When Robert Powell used the words
10 'over—ruled', 'Peter Maddison has been over—ruled by
11 Laura Johnson', what did you understand he meant?"

12 "Answer: That Laura — I believe that
13 Peter Maddison reported to Laura, as head of social
14 housing within RBKC, and that she had effectively told
15 him that what she wanted would basically take precedence
16 over what Peter Maddison was trying to achieve, and as,
17 I suppose, the major funder for the project, contributor
18 of funds to the project, he obviously had to take
19 cognisance of what she was saying.

20 "Question: Right.

21 "So as you understood it, it sounds from what you
22 have just told us that RBKC had some sort of decisive
23 influence about whether or not this contract would be
24 re—procured; is that right?

25 "Answer: It appears so, yes.

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1 "Question: It appears so, but did it appear so to
2 you at the time?

3 "Answer: Yes.

4 "Question: Really?

5 "Did you ask yourself or ask the TMO how that could
6 be?

7 "Answer: No, because at the end of the day, that's
8 a relationship above our client."

9 Now, do you agree with Mr Cash's impression that
10 what you wanted on the project would take precedence
11 over what Peter Maddison was trying to achieve, at least
12 in the respects we've seen in this email?

13 A. I would agree with some of Mr Cash's evidence that it
14 was very clear what RBKC wanted to achieve out of this
15 project, but I'm not clear from this evidence about how
16 that differs to what Peter Maddison was trying to
17 achieve.

18 Q. Was it the position that because RBKC was funding the
19 refurbishment, it should have an influence over the
20 scope of the project?

21 A. Yes.

22 MR MILLETT: Yes.

23 SIR MARTIN MOORE—BICK: Well, it went a bit further than
24 that, didn't it? Because this is a building owned by
25 RBKC.

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1 A. Yes, it is.
 2 SIR MARTIN MOORE—BICK: And although RBKC was quite content
 3 for the TMO to run the project, there must be a point at
 4 which the council would want to determine what the
 5 project was.
 6 A. The council was very clear about the wider community
 7 benefits it wanted to achieve, so it wanted to see the
 8 nursery and the boxing club and the new play area. In
 9 terms of what could be achieved in terms of the
 10 refurbishment of the tower, then we took advice from the
 11 TMO based on the Keystone asset management database
 12 about what needed to be refurbished within the tower.
 13 And with all projects, you know, there is a trade-off
 14 about what you can achieve, and so if the budget was
 15 currently sitting around £8/9 million, and Mr Maddison
 16 spoke to me and said, "We can't have kitchens, bathrooms
 17 and boiler, windows, nursery, boxing club, what's the
 18 priority for the borough?", then my response to him was:
 19 well, the priority for the borough was to keep those
 20 wider community benefits, as well as do perhaps not all
 21 of the refurbishment works to the tower, but as much as
 22 we possibly can.
 23 SIR MARTIN MOORE—BICK: Thank you.
 24 MR MILLETT: Against that background, was that, to your way
 25 of looking at it at the time, instrumental in convincing

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1 the TMO to retain the KALC pre-construction project
 2 team?
 3 A. No.
 4 Q. Was it instrumental in defining the scope of the
 5 project?
 6 A. Clearly, yes.
 7 Q. Yes.
 8 Do you remember in this context — well, sorry, it's
 9 not in this context, but around this time — the TMO
 10 having any concerns about Claire Williams?
 11 A. I don't remember the TMO having concerns about
 12 Claire Williams.
 13 Q. Right. Let me come back to that, because
 14 chronologically it may be slightly out of place, but it
 15 links to this particular issue.
 16 Can I then turn to the budget itself.
 17 We looked earlier on at some figures, we looked at
 18 the 5.5 figure and we looked at the 8 million figure.
 19 Can we go back, please, to your report you produced
 20 for Cabinet on 2 May 2012 at {TMO00847331}. Let's have
 21 that on the screen, and also at the same time — as this
 22 is probably the best way of doing this — can we have
 23 your first witness statement at page 14
 24 {RBK00034943/14}, paragraph 57.
 25 Now, you say in paragraph 57:

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1 "The Cabinet approved the recommendation for the
 2 Grenfell Tower refurbishment project, with a budget of
 3 £6 million. This decision released the funding needed
 4 by the TMO to take the project forward. Thereafter, the
 5 TMO proceeded to manage the project including tendering,
 6 appointment/management of contractors, resident liaison,
 7 budget management and the project specification."
 8 Just focusing on the £6 million for the moment, how
 9 was that figure calculated?
 10 A. So that £6 million figure goes back to the estimated
 11 figure that Hunters had provided to — previously about
 12 the estimated cost for undertaking the refurbishment
 13 project.
 14 Q. I see. So was it just rounded up to 6?
 15 A. Yes, basically.
 16 Q. What did the difference between the Hunters
 17 5.5 million figure and the 6 million figure represent?
 18 A. It didn't represent anything, it was just a rounding up
 19 of a rough figure. It wasn't including any particular
 20 items.
 21 Q. Is it fair to say that the budget at that stage was
 22 primarily based on the availability of funds from the
 23 sale of the Elm Park Gardens basements?
 24 A. Yes, the decision was taken by — I took a report to
 25 Cabinet to say there were a number of blocks within

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1 the council's portfolio as managed by KCTMO that needed
 2 considerable investment, and the Elm Park Gardens
 3 receipt provided a unique opportunity in order to
 4 provide that level of capital funding.
 5 Q. Right. That receipt was net £8 million, wasn't it, as
 6 we've seen?
 7 A. Yes, it had gone up, yes. The Elm Park Gardens
 8 basements were sold in tranches, so it didn't all come
 9 through in one.
 10 Q. Given that you had had the figure, the calculation we've
 11 seen, which I think we see from the report that you
 12 provide on 2 May, we can look at it if you like, gave
 13 you a headroom of over £2 million above the £6 million,
 14 which was itself rounded up from 5.5, my question is:
 15 why did you not go further than the Hunters very outline
 16 £5.5 million and ask for a detailed costing?
 17 A. Because I didn't think it was available at that time.
 18 Q. But you had just over £8 million available, or projected
 19 to be available at that time; given that, and given the
 20 £5.5 million, which was very much an outline figure, why
 21 not go to a reputable QS and say, "Can I please have
 22 a costed budget, please", rather than basically
 23 a back-of-the-envelope figure rounded up by half
 24 a million pounds?
 25 A. Because there was a process being undertaken to have

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1 a look at the costs of the Grenfell Tower refurbishment
 2 project, and there was an outline figure of that amount
 3 of money. I expected the TMO to work through those in
 4 a greater level of detail, and, as we've seen from
 5 previous submissions, they were coming back at,
 6 you know, sort of £12 million, and then, through the
 7 procurement exercise, it would bring to the fore exactly
 8 how much the project was actually going to cost.
 9 Q. But this is May 2012, so the re—procurement exercise
 10 wasn't until later on.
 11 At this point, so May 2012, did any member of the
 12 Cabinet question the proposed budget of £6 million?
 13 A. I don't remember if they did.
 14 Q. So nobody said, "It's far too high" and nobody said,
 15 "It's far too low"?
 16 A. If they did make that statement, then it would have been
 17 in the minutes of the Cabinet meeting.
 18 Q. Yes, quite.
 19 Did Cabinet effectively — I don't like to use the
 20 word "rubber—stamp", but accept the number that you had
 21 suggested in your report?
 22 A. The Cabinet would have accepted the estimated amount
 23 that we had presented to them.
 24 Q. Yes, but nobody actually scrutinised how it was arrived
 25 at?

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1 A. No.
 2 Q. No.
 3 Did you anticipate in early May 2012 that your
 4 £6 million figure would need to be increased at some
 5 point?
 6 A. Clearly I would have done because, based on the notes
 7 that I presented before, I was already having
 8 an indication from the work that was being undertaken
 9 that that budget wasn't sufficient.
 10 Q. Right. Indeed, and do you remember those discussions
 11 were being had with, among others, Mark Anderson?
 12 A. Yes, they would have been.
 13 Q. Yes. So do you remember a discussion at about this time
 14 that the balance of the budget would need to come from
 15 the capital programme funds beyond the sale of
 16 Elm Park Gardens?
 17 A. I don't remember when exactly that discussion took
 18 place, but I do know that that was the decision that
 19 ultimately took place.
 20 Q. Yes. My question really is: do you remember
 21 contemplating at this time, May 2012, that in fact
 22 £6 million wasn't going to be enough and that the
 23 balance of the budget would need to come from the
 24 capital programme?
 25 A. I do not remember contemplating that at that specific

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1 time.
 2 Q. Right. Do you remember when you first contemplated
 3 that?
 4 A. No.
 5 Q. No.
 6 Let's move on through 2012 again, {ART00006284}.
 7 This is the project brief prepared by Appleyards in
 8 August of that year. The client is the TMO, the project
 9 sponsor is Mark Anderson, and the project title, as you
 10 can see, is Grenfell Tower. There is a description of
 11 it.
 12 If you go a little bit lower down page 1, please,
 13 under the word "Budget", you can see it says this:
 14 "The refurbishment has secured funding of £6m (inc
 15 all fees etc) from RBKC for carrying out the
 16 refurbishment, but we have been advised by the client
 17 that should it be necessary (as per recent budget cost
 18 appraisals) a further £2m can be sourced from Capital
 19 Expenses."
 20 Did you have discussions with Mark Anderson about
 21 sourcing a further £2 million from capital expenses
 22 around or before August 2012?
 23 A. I may have done but I don't remember.
 24 Q. If a further £2 million was required from capital
 25 expenses as indicated by this project brief, then that

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1 would have had to have come from RBKC, wouldn't it?
 2 A. That's correct.
 3 Q. If TMO required any further increase in its budget then
 4 they would have to speak to you about it, wouldn't they?
 5 A. That's correct.
 6 Q. And indeed they did that?
 7 A. Yes, they did.
 8 Q. Is this right: the process would be first that you would
 9 write a report for Cabinet and recommend a budget
 10 increase?
 11 A. I would write or a member of my team would write
 12 a report in conjunction with Steve Mellor, who was the
 13 head of housing finance at the time, and still is, to
 14 look, and then it would go to housing digest, where we
 15 would talk about it to the Cabinet member, and then it
 16 would go to Cabinet.
 17 Q. And Cabinet would then approve the funding?
 18 A. If they agreed with it.
 19 Q. If they agreed with it is the critical question.
 20 Did they always agree with it or did they sometimes
 21 disagree with it?
 22 A. I'm sure Cabinet disagreed with lots of reports that
 23 officers brought forward for them and they didn't always
 24 agree with the recommendations that came forward.
 25 Q. That may be, but in your experience, did Cabinet ever

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1 disagree with a budget increase that you asked for?
 2 A. No.
 3 Q. No. So, in practical terms, you effectively had the
 4 power — in practical terms — to set the budget for the
 5 project?
 6 A. No, I would disagree with that. I would say that I had
 7 the power to recommend to Cabinet and it was up to them
 8 to make the decision.
 9 Q. Indeed, but given your experience that they never said
 10 no, in practical terms, which is how I put the
 11 question —
 12 A. No, I understand.
 13 Q. — you effectively held the purse strings, if I can put
 14 it that way?
 15 A. Although the Cabinet had never said no, I would say that
 16 the Cabinet had a very keen understanding of finance and
 17 I couldn't necessarily be guaranteed that they would
 18 always say yes.
 19 Q. No, I'm not suggesting that.
 20 A. Yes.
 21 SIR MARTIN MOORE—BICK: Now, the picture I'm getting is that
 22 Cabinet respected your judgement and, if you put up
 23 a sensible report, they were likely to accept it.
 24 A. That's correct.
 25 SIR MARTIN MOORE—BICK: Although you couldn't be absolutely

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1 certain that they would.
 2 A. No, I wouldn't, and I had respect for their decisions.
 3 SIR MARTIN MOORE—BICK: Yes, and if you put up something
 4 that was rather too extreme, you might have been knocked
 5 back.
 6 A. I would have been.
 7 MR MILLETT: Yes.
 8 Now, then, let's look at {ART00006233/2}, please.
 9 This is an email of 12 September 2012 from Chweecheen Lim
 10 of Artelia to Mark Anderson of the TMO, copied to
 11 a number of people on the project, Grenfell Tower
 12 project, including Bruce Sounes. Attached to it is a
 13 "Budget Cost Estimate [number] 3 Rev 1", as you can see
 14 from the first paragraph.
 15 Now, obviously you weren't copied in to this email,
 16 but you can see that she says in the second line:
 17 "You will note that the total construction cost is
 18 now estimated at £9.28m, which is over the current
 19 budget."
 20 Following the initial approval of the £6 million
 21 budget in May 2012, were you kept informed as matters
 22 went along by the TMO, whether it was Mark Anderson or
 23 later Peter Maddison, of discussions with Appleyards
 24 relating to the budget for this project?
 25 A. I don't remember being updated at this particular time.

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1 I do remember being updated later, when Peter Maddison
 2 had attended the project and had the sums back, but at
 3 this particular point, I don't remember that.
 4 Q. Do you recall being told in September 2012 that the
 5 total construction cost had risen now to £9.28 million?
 6 A. I don't remember that conversation, but it may well have
 7 taken place.
 8 Q. Okay.
 9 Now, when he was asked about this email, Mr Anderson
 10 told us in his evidence that within the TMO the project
 11 budget was always known as being £9.5 million. Just for
 12 reference purposes, that's {Day52/145:20–21}. We don't
 13 need to go to it.
 14 Was that something known within RBKC?
 15 A. No, I don't believe it was.
 16 Q. So can we take it that you, on that answer, had not been
 17 proceeding on the basis that the budget for this project
 18 was £9.5 million?
 19 A. I don't believe I was at that particular time.
 20 Q. Right. So you were still — is this right? — working
 21 on the basis that it was £6 million?
 22 A. I was working on the basis of estimates that had been
 23 given up to that point.
 24 Q. Yes, I see.
 25 I think the answer must be no, but do I take it from

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1 that that you didn't at this stage start addressing your
 2 mind as to how the difference between 6 and 9.5 was to
 3 be funded?
 4 A. No.
 5 Q. Right.
 6 Let's then move forward to the end of 2012.
 7 Do you remember discussing Appleyards' stage D cost
 8 plan for Grenfell with Mark Anderson in December 2012?
 9 A. I may have done but I don't remember.
 10 Q. Let's look at a document, {TMO10001898/74}, please.
 11 This is part of Mr Anderson's report to the TMO board of
 12 8 January 2013, and here you can see that under the
 13 heading "Project budget/programme", under paragraph 6.2,
 14 you can see the total project budget derived from the
 15 stage D cost plan for the combined works is
 16 £9.768 million, broken down as he says, and you can see
 17 how the breakdown is, and there is a total construction
 18 cost there of £8.415 million, and the overall project
 19 cost including fees at £9.768 million. So you have got
 20 construction costs and then the professional fees costs
 21 on top.
 22 Now, Mr Anderson was asked about this document in
 23 his evidence, and I just want to show you what he says
 24 about that before asking you some questions about it.
 25 Can we go to the transcript for {Day52/151}, please.

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1 It's a short section of his evidence.
 2 At line 1 it says:
 3 "Question: Now, was that then put forward to RBKC,
 4 Mr Anderson?
 5 "Answer: It was put forward to RBKC prior to this
 6 board report being considered. So in the December 2012
 7 there was a conversation with RBKC about the projected
 8 costs arising out of the stage D cost plan assessment —
 9 "Question: Stage D?
 10 "Answer: Sorry, the stage D cost plan assessment by
 11 Appleyards, and there was a subsequent conversation on
 12 the back of that with RBKC, which was both Laura Johnson
 13 and their finance team.
 14 "Question: So would it be right to say that there
 15 were concerns, if not pressures, about budget coming
 16 from both TMO and RBKC because of those stage D costs?
 17 "Answer: Yes, there were concerns, but in terms of
 18 the funding, certainly from the discussions I'd had and
 19 my knowledge of them was that it was funding that could
 20 be managed.
 21 "Question: Because of these discussions, were you
 22 obliged to have any discussion with professionals,
 23 contractors, consultants about their costs?
 24 "Answer: Not at this stage, no. My recollection
 25 from those discussions in December was that RBKC's

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1 perspective on it was that, as long as we kept it below
 2 £10 million, they were comfortable."
 3 Now, I've shown you that. My questions are as
 4 follows: given that the budget that was formally
 5 approved and had been formally approved in May of that
 6 year and remains so was £6 million, do you remember
 7 being told and perhaps surprised in the December of that
 8 year that there was now a revised figure of
 9 £9.7 million?
 10 A. I don't remember the conversation but I have no reason
 11 to dispute what Mr Anderson said.
 12 Q. Thank you.
 13 Why did you have these discussions with him? You're
 14 not disputing what he says. If he is right about that,
 15 can you tell us what the rationale for having those
 16 discussions was?
 17 A. Well, I think that would be self-evident, in that we,
 18 RBKC, were the funder of the project, and so if one
 19 needed to increase the budget for the project, then you
 20 would need to talk to RBKC.
 21 Q. Do you remember telling him that as long as he kept
 22 within £10 million, everything was going to be —
 23 A. I don't remember saying but, as I say, I have no reason
 24 to dispute what Mr Anderson has said.
 25 Q. Right. The 10 million is a very round number; do you

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1 know where it came from?
 2 A. No.
 3 Q. We know, and you may remember this in general terms,
 4 that the budget was increased formally in July 2013.
 5 A. Yes, I remember that, yes.
 6 Q. Let's look at your LJ/9, {RBK00013783}. This is your
 7 report — I say your report, you signed it and presented
 8 it to the leader's group and to Cabinet in July 2013.
 9 You can see what's for information in the box.
 10 If we go to page 6 {RBK00013783/6} we can see that
 11 Grenfell Tower arises there, and you can see the
 12 heading, "Grenfell Tower", just above paragraph 3.14,
 13 and it says:
 14 "The 3 year Housing Capital Programme (2013/14 to
 15 2015/16) included the scheme to refurbish
 16 Grenfell Tower. The total budget provision over the
 17 3 year period is £5.6 million, this is in addition to
 18 the £400,000 that was incurred last year. This is being
 19 funded from the capital receipts arising from the sale
 20 of basements at Elm Park Gardens."
 21 Then you go on at 3.15:
 22 "In order to achieve efficiencies and minimise
 23 disruption to residents, it is planned to undertake
 24 additional works at Grenfell Tower as part of the same
 25 project. The estimated cost of the overall scheme is

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1 approximately £9.7 million, although won't be confirmed
 2 until the tendering process is completed later in the
 3 year."
 4 How were those figures for the budget increase
 5 calculated, do you remember?
 6 A. No, you'd need to talk to Mr Mellor, who was the head of
 7 finance at RBKC at the time.
 8 Q. But this is your report.
 9 A. Yes, it is. He authored it, I read it, but I can't tell
 10 you off the top of my head, to be honest with you, how
 11 those figures were arrived at.
 12 Q. Right. So you didn't ask him?
 13 A. No, I would have asked him at the time, I just don't
 14 recollect.
 15 Q. I see. So you would have scrutinised the reason for the
 16 increase?
 17 A. Yes, I would.
 18 Q. You just can't remember now?
 19 A. No.
 20 Q. Right.
 21 Did this increase in the budget to £9.7 million mean
 22 that the total funds allocated to the Grenfell Tower
 23 refurbishment now substantially exceeded the net
 24 proceeds of the sale of the Elm Park Gardens basements?
 25 A. Yes.

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1 Q. That being the case, how did you propose that that
2 shortfall be funded?
3 A. It would come from working balance.
4 Q. Working balance, what —
5 A. It would come from the main HRA programme.
6 Q. I was going to ask, that's the HRA account?
7 A. Yes.
8 Q. Right. And the working balance, I'm not sure that's
9 an expression I've come across in your evidence so far,
10 is that just another word for the HRA?
11 A. Yes.
12 Q. Right. What funds the HRA?
13 A. Tenants' rents.
14 Q. Do you know whether Mr Mellor scrutinised the figures
15 provided by the TMO?
16 A. I don't expect he did, no.
17 Q. So he took those on trust?
18 A. Yes, he did.
19 Q. Why was that?
20 A. Because Mr Mellor is not a — is an accountant for the
21 housing revenue account, he's not someone who has the
22 experience of someone like Artelia who would be able to
23 be advised on the cost plan.
24 Q. Do you know whether Mr Mellor interrogated the reasons
25 for the increase by reference to specific numbers,

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1 either by asking Artelia or the TMO?
2 A. He wouldn't have asked Artelia but he may well have
3 asked the TMO.
4 Q. But did you ask him that question? Did you say, "Steve,
5 have you gone into these details? Can you tell me or
6 assure me that there are good reasons for this increase
7 of 35%?"
8 A. I'm fairly sure I didn't say that to Mr Mellor, because
9 Mr Mellor would have been in receipt of the cost plan
10 from the TMO and would have accepted the figures from
11 the TMO. And the figures from the TMO were based on the
12 cost plans that they had drawn up by professional cost
13 estimators.
14 Q. Right. The picture that you have given just now is that
15 Artelia produce the numbers, they give them to the TMO,
16 the TMO give them to Mr Mellor, Mr Mellor gives them to
17 you and you give them to Cabinet, and no one scrutinises
18 them on the way.
19 A. I don't think that's entirely fair. I would say that
20 neither myself or Mr Mellor are cost estimators for a QS
21 firm. So we are both familiar with working in housing
22 for many, many years and would have spoken to the TMO
23 about how those figures were arrived at and what the
24 particular money was going to be spent on, and would
25 have asked Mr Maddison at the time as to how those

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1 figures were arrived at, and then we would have taken on
2 trust that Artelia had arrived at a cost plan that was
3 based on actuals.
4 Q. Were you not concerned that the original budget figure
5 of £6 million, which was itself a rounded-up number, was
6 so dramatically an underestimate when you had asked for
7 approval the previous year?
8 A. No, because cost estimates on building projects, in my
9 experience, often at the start of the project vary with
10 some great degree to what they actually turn out to be,
11 and what Hunters were asked to do at the outset was
12 a very, very basic description of what they thought the
13 costs would be for the refurbishment of Grenfell Tower,
14 and as a project progresses in some considerable detail
15 about what you can actually — what you actually want as
16 the project, then there was bound to be a considerable
17 cost variance.
18 Q. I think your evidence so far is that although you noted
19 the difference between £6 million and £9.7 million, you
20 weren't shocked about it, surprised about it, and
21 yourself didn't ask for the reasons for it?
22 A. Oh, no, I would have asked the reasons for it, but
23 I wasn't shocked, you know, because I've worked on many
24 projects, development projects, and seen cost variances
25 of this type before.

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1 Q. Right. What were the reasons you were given?
2 A. That the original cost estimates were just that, they
3 were very basic cost estimates for windows, for heating
4 systems and for overcladding of the building, and
5 actually when you started to go into detail about what
6 was required on the project and really breaking down the
7 costs properly, it built up to a significantly different
8 figure.
9 Q. Was there any particular element that you discovered had
10 been so dramatically underestimated back in May 2012?
11 A. No, I don't remember there being any particular item
12 that was so drastically different.
13 Q. Do you remember going back to the TMO and asking them to
14 account for how the budget could have been so
15 dramatically underestimated?
16 A. I don't remember asking them that specific question, but
17 I would have had a conversation with them about why was
18 there a cost difference between it, and I would have
19 understood, based on my experience of working in housing
20 for many years, that the original budget figure was just
21 that, it was just an estimate.
22 Q. Was there any question posed to you by Cabinet such that
23 I've just posed to you about the reasons for the
24 increase?
25 A. If there was a question posed to me by Cabinet, it will

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1 be in the minutes of the Cabinet meeting.
 2 Q. Right.
 3 Now, let's move forward a year, or nine months at
 4 least, to March 2014.
 5 Can we please go to {RBK00003538}. This is a minute
 6 of a housing and regeneration policy board meeting on
 7 20 March 2014 attended by Councillor Feilding—Mellen and
 8 Councillor Husband, with you present as an officer. Do
 9 you see that?
 10 A. Yes.
 11 Q. Now, if you go to page 2 {RBK00003538/2} — and I should
 12 just place this into chronological context. 20 March
 13 2014 is two days after the TMO had told Rydon that they
 14 had won the tender, so this is the result at the time of
 15 the re—procurement.
 16 If you go to page 2, you can see there is an item,
 17 "Grenfell Tower", and it says this:
 18 "Ms. Johnson reported that a report was going to the
 19 TMO informing them of the successful contractor for
 20 Grenfell. She agreed to send a copy to
 21 Cllr Feilding—Mellen. Officers will need to do some
 22 value engineering as the bid has come in £500,000 higher
 23 than the budget. Cllr Blakeman was part of the
 24 interview panel. The report will [be] going to Cabinet
 25 in June."

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1 Who had written the report or would write the report
 2 that was going to the TMO?
 3 (Pause)
 4 A. I think this must be an error in the minutes, to be
 5 honest with you.
 6 Q. They are draft minutes.
 7 A. Yeah, because I don't understand the context of that
 8 first sentence, as in a report that — reported that
 9 a report was going to the TMO informing them of
 10 a successful contractor for Grenfell. I think this
 11 first sentence is in error because it doesn't really
 12 seem to make sense. I think it actually — it would
 13 seem to me that I would be reporting that the report was
 14 coming to RBKC of a successful contractor for Grenfell,
 15 and that I would send a copy to
 16 Councillor Feilding—Mellen. So I think there is
 17 an error there, to be honest.
 18 Q. That's certainly what makes sense.
 19 A. Yeah.
 20 Q. But my question is: that's not what's said, so can you
 21 enlighten — you think that's an error, do you?
 22 A. I do.
 23 Q. Would the error, to be precise, be that instead of
 24 "TMO", it should say "Cabinet" or "RBKC" in some —
 25 A. Yes, I would say so, based on what I can see in front of

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1 me.
 2 Q. Who should it have been within RBKC who would have been
 3 told of the successful contractor for Grenfell?
 4 A. I believe the TMO would have informed me and/or the
 5 housing commissioning manager and/or the manager for
 6 regeneration and development that this process had been
 7 gone through and that a successful contractor had been
 8 found.
 9 Q. Well, that's an odd thing to say, then, isn't it,
 10 because then you would be saying, "Ms Johnson reported
 11 the report was coming to herself"?
 12 A. I know, that's why I think that first sentence is
 13 entirely in error. So it would be, "Ms Johnson reported
 14 that a report was coming from the TMO", either that
 15 a successful contractor had been achieved for Grenfell,
 16 or I would say that a report was going to go to Cabinet
 17 about the successful contractor for Grenfell. But
 18 inexplicably, I can't really understand what that
 19 sentence means in this context.
 20 Q. Are you absolutely sure that RBKC was not telling the
 21 TMO who the successful contractor was?
 22 A. Absolutely, 100%.
 23 Q. Then it notes, as I've shown you, "Officers will need to
 24 do some value engineering as the bid has come in at
 25 £500,000 higher than the budget". Who are the officers

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1 there?
 2 A. That would have been officers from the TMO.
 3 Q. Were you yourself suggesting that value engineering
 4 would be required or were you merely passing on to the
 5 housing and regeneration policy board what you yourself
 6 had been told, namely that value engineering was
 7 required?
 8 A. I was passing on.
 9 Q. Right. Who had told you that value engineering was
 10 required?
 11 A. I suspect it was Peter Maddison.
 12 Q. Right. Do you recall it?
 13 A. Not — no.
 14 Q. No.
 15 Did you suggest at this meeting that a further
 16 increase in the budget might be required in order to
 17 cover the costs anticipated by Rydon's successful bid?
 18 A. It's not minuted that I said that and I don't remember
 19 the meeting exactly, so I can't give you an accurate
 20 answer to that.
 21 Q. Right. Did anybody at the meeting, including perhaps
 22 Councillor Rock Feilding—Mellen, suggest that a further
 23 increase to the budget might be required?
 24 A. He may well have done, but I can't remember.
 25 Q. You can't recall.

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1 Do you remember having any thoughts about which part
2 of the project might yield any potential savings by way
3 of half a million pounds or more?
4 A. I had no view whatsoever.
5 Q. Had you seen a breakdown of the project costs?
6 A. Apart from the stage D cost plan, I don't believe I had.
7 Q. Apart from the —
8 A. Yeah.
9 Q. You hadn't, you don't think you did?
10 A. And I wasn't part of the interview panel for the —
11 I wasn't part of the procurement process, I didn't see
12 the returned bids and I wasn't part of the value
13 engineering exercise.
14 Q. Right.
15 Do you remember whether after the meeting you told
16 the TMO that value engineering was required?
17 A. No.
18 Q. Did you ever suggest to the TMO that more money would or
19 perhaps could be made available for the project if value
20 engineering proved impossible?
21 A. I don't remember having that conversation.
22 Q. Right. Did you hint to them that if value engineering
23 didn't work out then more money would be forthcoming?
24 A. Ultimately more money was forthcoming to the project
25 because actually the project budget was £10.3 million in

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1 the end, so I don't remember hinting that and I don't
2 remember telling them that, all I can say for certain is
3 that the project budget ended up being £10.3 million.
4 Q. Because of the addition of a contingency —
5 A. That's correct.
6 Q. — later on.
7 A. Yes.
8 Q. But at this stage we're talking about value engineering.
9 My question again: do you remember telling or giving
10 the impression to the TMO that if value engineering
11 didn't work out, then they could come back to you for
12 an increase?
13 A. I don't remember being asked if there was an opportunity
14 for more money, and I do not remember giving them a hint
15 or a suggestion that there was more money available.
16 Q. What about the other way round? Did you ever give the
17 impression to the TMO that that was it at this stage and
18 that any further savings in the project would have to
19 come from value engineering?
20 A. I don't remember having that conversation either, no.
21 Q. You mentioned an increase — we both just did — in
22 relation to the budget. That in fact then happened in
23 the June of 2014, didn't it?
24 A. Yes.
25 Q. And at that date you drafted a report recommending to

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1 Cabinet a further budget increase from the £9.7 million
2 to, in fact, £10.1 million.
3 A. Yes.
4 Q. Can we look at that. It's at {RBK00000350}, please.
5 Now, the report itself is, I think, undated. It's
6 eight pages long. If we can go to the bottom of page 7
7 {RBK00000350/7}, we will see your name. It's undated.
8 If we go back to page 1 we can see that it's drafted
9 for a Cabinet meeting on 19 June 2014, and it has
10 "draft" watermarked through it.
11 Do you think you either drafted or approved it for
12 that meeting?
13 A. Kitty Mortimer's name is at the end of this report —
14 Q. It is.
15 A. — so it's very likely that she drafted it. I read it
16 and approved it.
17 Q. Right.
18 You can see on page 1 that it's for the Cabinet
19 meeting on 19 June 2014, and in the box for decision it
20 says:
21 "This report updates Cabinet on the progress and the
22 ongoing programme for the major improvements works and
23 Hidden Homes project at Grenfell Tower. It also seeks
24 agreement to increase the capital budget for the scheme
25 to £10.1 million."

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1 If we go, please, to page 5 in this document
2 {RBK00000350/5} and go to paragraph 3.2, we can see what
3 the increase was made up of. It says here:
4 "The current anticipated total estimated cost of the
5 scheme is [£9.6 million—odd] (inclusive of fees)."
6 So that's the 9.7:
7 "This sum includes prudent assumptions for the items
8 detailed above and there is potential for these costs to
9 be reduced as part of the ongoing detailed agreement of
10 the scope and design details. However, there is no
11 contingency in this programme at the present time, and
12 there is a significant risk in a refurbishment project
13 of this nature. It is therefore recommended that the
14 budget provision for the scheme is increased to £10.1m
15 enabling a contingency of just over £400,000 to be
16 established."
17 Was it the TMO's idea to request a budget increase
18 to £10.1 million?
19 A. The TMO — Peter Maddison came and had a meeting with
20 myself and Councillor Feilding—Mellen at a housing
21 digest meeting where there was a discussion taking place
22 about the budget for the project, and they alerted us to
23 the fact that there was a need for additional funds, and
24 I distinctly remember talking to Steve Mellor about it
25 and we agreed that there was a need for a contingency on

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1 a budget of this — a project of this size and this
 2 complexity, and it was sensible, when going back to
 3 Cabinet, to build in a contingency sum.
 4 Q. You have a specific recollection of that meeting, do
 5 you?
 6 A. I do remember Peter Maddison — bearing in mind it is
 7 quite some time ago, so Peter Maddison came to the
 8 policy board on a number of occasions, so I do remember
 9 there being the TMO — Peter Maddison talking to us
 10 about the budget for it and us agreeing that we did need
 11 to go back to Cabinet and ask for additional funds.
 12 Q. Right. Have you seen a document which records that
 13 meeting?
 14 A. No, I don't, no. As I say, I may be complicating the
 15 number of times Peter Maddison came to the policy board,
 16 but I believe he did, from recollection.
 17 Q. You see, I'm not sure that what you have just told us is
 18 in your witness statements, so I'm just wondering how
 19 you recall it.
 20 A. Okay. I'm just recalling — we had a housing policy
 21 digest every week or every other week and we would have
 22 discussed the Cabinet report with
 23 Councillor Feilding—Mellen.
 24 Q. Right. Okay.
 25 A. I wouldn't have taken a report to Cabinet on —

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1 I wouldn't have taken any report to Cabinet without
 2 talking to Councillor Feilding—Mellen first, but
 3 I especially wouldn't have taken a report to Cabinet on
 4 a subject which was as important as this without going
 5 through it in some detail with the Cabinet member.
 6 Q. Well, indeed, and I just wonder why, given its
 7 importance, your discussion with TMO, Peter Maddison,
 8 wasn't recorded anywhere. He is coming to you and
 9 asking you for a budget increase. Why is that not
 10 recorded?
 11 A. I can't account for that.
 12 Q. It's more lax clienting, isn't it?
 13 A. I think that's quite harsh because not every
 14 conversation is recorded between colleagues or people
 15 who are discussing matters. If it was discussed at
 16 policy board, then the minutes of those meetings were
 17 generally quite light and just, you know, kind of
 18 detailed action points, but it may be that, you know,
 19 sort of it was a conversation that took place where
 20 Peter Maddison was in the office or he may have phoned
 21 me or may have emailed, I don't have an exact detail of
 22 it. But I don't think it's fair to say that every
 23 single meeting that you hold with an organisation that
 24 you talk to on a daily basis is minuted.
 25 Q. It's the second time you have referred to your

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1 relationship between yourself and Peter Maddison as one
 2 of colleagues; the reality is that you were his client.
 3 A. That's correct.
 4 Q. That's the way you saw it, though, is it? You saw him
 5 really more as a colleague, rather than you being his
 6 client?
 7 A. Well, I had worked for RBKC by the time I left for
 8 eight and a half years, and I had worked with the people
 9 at the TMO who were there for the majority of that time,
 10 and I'd worked with Peter since 2013, so I don't think
 11 it's unreasonable, although there's a client
 12 relationship there, that you also view them as fellow
 13 housing professionals and colleagues.
 14 Q. Which is why I put it to you that it was lax clienting
 15 not to make a note of that meeting?
 16 A. And I can disagree.
 17 Q. Right.
 18 I think we can take it nonetheless that it was the
 19 TMO's incentive or initiative to come to RBKC and ask
 20 for the further increase?
 21 A. Yes, it was.
 22 Q. Yes.
 23 You had previously indicated, as we've seen from the
 24 20 March meeting, policy board meeting, that value
 25 engineering would be required to bring the project

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1 within the existing budget, £9.7 million.
 2 Were you therefore concerned only three months later
 3 to be told that the TMO were now asking for another
 4 £400,000?
 5 A. No, I understood, which is in supporting documentation,
 6 that there were some reasons why that value engineering
 7 hadn't been able to achieve, one of which, from
 8 recollection, was about not being able to achieve the
 9 funding — we had assumed funding from energy sources,
 10 and so I didn't — you know, obviously I would like it
 11 to have achieved the £9.7 million budget, but I'm also
 12 sufficiently experienced in working in this field to
 13 know that sometimes they cannot be achieved.
 14 Q. Were you not concerned to understand why it was that the
 15 £400,000 hadn't been lumped in with the March figure and
 16 why it was only now being presented to you?
 17 A. Well, I think as is explained earlier, the figures had
 18 come out with £500,000 over, there had been an exercise
 19 that the TMO were proposing to undertake to
 20 value engineer it to get that figure down. There had
 21 been some value engineering undertaken which had been
 22 successful, but it still left the scheme without any
 23 contingency, and that is not a very good place to go to
 24 when you're managing a project of this scale and this
 25 size, so we agreed that we would add that back in.

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1 Q. Can we go to {RBK00000369}, please. This is an email
 2 from Peter Maddison to you and Kitty Mortimer of
 3 4 June 2014:
 4 "Dear All
 5 "I have received an updated cost plan from Rydon
 6 today and they are flagging up two areas of risk in the
 7 costs contained in the Cabinet report."
 8 You can see what they are: one is the cladding
 9 fixing method and the second is energy funding.
 10 He goes on to say:
 11 "I am really sorry to flag this up so late in the
 12 day. But I think it would be prudent to add a further
 13 £200k to the contingency — taking the budget up to
 14 £10.3m."
 15 Did you draft your report to Cabinet, do you
 16 remember, before receiving this email from
 17 Peter Maddison?
 18 A. I'm afraid I don't remember.
 19 Q. You don't remember.
 20 Now, we don't appear to have a response to
 21 Peter Maddison's email. Do you remember how you reacted
 22 to his further request for a further budget increase
 23 over and above the 10.1 to 10.3?
 24 A. I don't remember how I reacted, no.
 25 Q. Do you know what happened to that request for an extra

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1 £200,000?
 2 A. No, I don't, actually, no.
 3 Q. You don't remember why you didn't ask for that?
 4 A. No, off the — no, I don't.
 5 Q. You seem surprised.
 6 A. Yeah, I do, because I thought the budget was
 7 10.3 million.
 8 Q. Yes, and it would have been.
 9 A. It would have been, yeah, so ... now seeing the draft
 10 Cabinet report, this is 10.1 million, my recollection
 11 was clearly incorrect.
 12 Q. We know that Cabinet in due course did approve the
 13 increase from 9.7 to 10.1 —
 14 A. Yes.
 15 Q. — that you asked for. Do you remember whether there
 16 was any opposition voiced to the increase in the budget
 17 by anybody, Councillor Feilding—Mellen or anybody else
 18 at Cabinet?
 19 A. I don't remember there being any opposition, but if
 20 there was they would be recorded in the Cabinet minute.
 21 Q. Now, I'm going to ask you to go back in time. I'm sorry
 22 to do this, we now go from summer 2014 to February 2009,
 23 when I think you joined RBKC as a secondee.
 24 When you arrived at RBKC in the late winter of
 25 2008/9, were you aware that concerns had been raised

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1 about the performance of the TMO in 2008?
 2 A. So I arrived at RBKC in the February of 2009. I wasn't
 3 aware prior to joining that there were concerns by RBKC
 4 about the TMO's performance, but I quite quickly became
 5 aware that there were some problems.
 6 Q. Yes.
 7 Now, let's go to {RBK00050373}, please. This is
 8 something called a key decision report dated
 9 6 June 2008, and it's for decision by, among others,
 10 Councillor Fiona Buxton, Cabinet member for housing
 11 services, adult social care, public health and
 12 environmental health, and it's a report by the chief
 13 housing officer.
 14 The subject in caps is:
 15 "Temporary changes to the management agreement
 16 between the Royal Borough of Kensington and Chelsea and
 17 the Tenant Management Organisation."
 18 Have you seen this document before?
 19 A. I don't remember seeing it, but I would have thought
 20 that I would have read it on joining — I would have
 21 been made aware of it and probably read it in the
 22 February of 2009.
 23 Q. Right.
 24 If you go to page 4 {RBK00050373/4}, please, and
 25 look at the top of that page, you can see that it's

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1 signed off by Sue Daniels, chief housing officer. Was
 2 she your predecessor?
 3 A. Yes, she was.
 4 Q. And co-signed by Jean Daintith, executive director for
 5 housing, health and adult social care. She stayed on
 6 and I think you were a co-worker with her, weren't you?
 7 A. She was my line manager.
 8 Q. Even better.
 9 If we go back to page 1 {RBK00050373/1}, you can see
 10 that at paragraph 1.1 she says:
 11 "I am writing to seek your approval to temporary
 12 changes to the Tenant Management Organisation (TMO)
 13 Modular Management Agreement (MMA) with the Council to
 14 enable the Council to take a guiding role in service
 15 delivery and establish an adjudication service. These
 16 changes have been requested by the TMO Board."
 17 At paragraph 2.1, she says this:
 18 "Over the last six months the TMO has experienced
 19 increasing disruption to its governance arrangements
 20 stemming from the suspension of two Board members and
 21 their eventual expulsion from the Board for disciplinary
 22 breaches."
 23 Were you aware of that fact when you arrived in
 24 February 2009?
 25 A. I would have been made aware of it.

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1 Q. Right. Do you know what those breaches were?
 2 A. No. I don't remember.
 3 Q. Do you know why they were expelled?
 4 A. No.
 5 Q. If we go to paragraph 3.1, please, on page 2
 6 {RBK00050373/2}, halfway down, under the heading "Need",
 7 it says:
 8 "TMO performance statistics have shown a downturn in
 9 recent months, most notably with the repairs service.
 10 The TMO are faced with re—tendering this service at this
 11 time which could further negatively affect performance
 12 if not very actively managed. Additionally Council
 13 officers have been concerned over the last year at
 14 a series of internal audit reports which indicate
 15 limited assurance with the services and functions
 16 audited, such as governance, risk management, and major
 17 repairs backlog among others."
 18 Now, it goes on later to recommend as a preferred
 19 option that a partnership director be appointed for
 20 six months, along with an adjudication service for
 21 residents. You find that on page 3 {RBK00050373/3} at
 22 paragraph 5.4 — I'm summarising it — and also on
 23 page 4 {RBK00050373/4} at paragraph 7.1.
 24 In fact, that was the recommendation adopted, wasn't
 25 it?

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1 A. Yes, it would appear to be so.
 2 Q. Do you remember seeing a deed of variation dated
 3 18 July 2008 which varied the MMA?
 4 A. I would have seen it when I came, but I don't recall it
 5 now.
 6 Q. Do you remember whether when you arrived these temporary
 7 measures were still in place?
 8 A. I don't think that they were, no.
 9 Q. Right. Do you know whether an improvement plan was
 10 agreed between the TMO and RBKC?
 11 A. In the June 2018?
 12 Q. 2008.
 13 A. I don't know.
 14 Q. 2008.
 15 A. 2008, sorry. No, I don't know if it was.
 16 MR MILLETT: Right.
 17 Mr Chairman, we're going to go to a different
 18 document, but still on the same topic, and as ever I'm
 19 some way away from a wholesale change of topic. This
 20 might be a convenient moment.
 21 SIR MARTIN MOORE—BICK: If you think it's a convenient
 22 point, then —
 23 MR MILLETT: Well, I'm about to look at a fairly lengthy
 24 document, so ...
 25 SIR MARTIN MOORE—BICK: Right.

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1 I think this is a good time to take a short break,
 2 so we will take it now. We will come back at 3.30,
 3 please, and please don't discuss your evidence with
 4 anyone.
 5 (Pause)
 6 3.30, then, please. Thank you.
 7 (3.15 pm)
 8 (A short break)
 9 (3.34 pm)
 10 SIR MARTIN MOORE—BICK: All right, Ms Johnson?
 11 THE WITNESS: Yes.
 12 SIR MARTIN MOORE—BICK: Ready to carry on?
 13 THE WITNESS: Yes.
 14 SIR MARTIN MOORE—BICK: Thank you very much.
 15 Yes, Mr Millett.
 16 MR MILLETT: Mr Chairman.
 17 Ms Johnson, I think I need to correct something with
 18 you that I may have misled you unwittingly about.
 19 Can I show you, please, the final report to Cabinet
 20 and the minutes which did increase the budget to
 21 £10.3 million, just to be clear. The minutes are at
 22 {RBK00032421}. What we looked at was a draft, and here
 23 are the minutes, 19 June 2014.
 24 If you look down, please, to A8 on page 5
 25 {RBK00032421/5}, you will see there the actual

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1 resolution, which is to increase the capital budget for
 2 this scheme to £10.3 million, which allows a 6%
 3 contingency to be established. Do you see that?
 4 A. Yes, I do.
 5 Q. I think that makes that clear.
 6 Now, can we then pick matters up where we were going
 7 to go next, which is the Memoli report. Can I ask you
 8 to look at that, please, at {IWS00001462}.
 9 This is a report prepared by Maria Memoli MBA
 10 entitled, "Investigation report on long—standing
 11 complaints of the Kensington and Chelsea TMO".
 12 If you go to page 2 {IWS00001462/2} you can see
 13 that, at the foot there, it bears the date of
 14 10 April 2009, as it also does at page 47.
 15 Do you remember seeing this report when it was first
 16 produced?
 17 A. Yes.
 18 Q. You do. How did you become aware of it?
 19 A. It was a report that was commissioned, I believe, before
 20 I began working at RBKC, and then I was advised that
 21 this was being undertaken, I saw a draft and then I saw
 22 the final copy.
 23 Q. Right. Did you read it?
 24 A. Yes.
 25 Q. What was the background to the commissioning of this

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1 report?

2 A. I wasn't working at RBKC then so I'm not entirely sure.

3 Q. You don't know.

4 If you go to page 3 {IWS00001462/3}, you can see the

5 recommendation to establish an adjudication service. At

6 the very foot of the page, you can see:

7 " ... some of the main recommendations are:

8 "Customer Care/Relations."

9 And then if you turn the page, you can see top of

10 page 4 {IWS00001462/4}:

11 " ■ A customer care training programme ...

12 " ■ TMO Staff appraisals ..."

13 And then under "Customer Services/Complaints",

14 second bullet point:

15 " ■ A review of the Complaints procedure ...

16 " ■ Review procedure for Tenant Repairs response

17 times and follow up.

18 "Repairs, Major Works and Service Charges."

19 Et cetera.

20 If you stay on page 4, under that heading, it says

21 under the first bullet point:

22 "The Council should take a more robust role to

23 ensure TMO technical services are capable of delivering

24 an effective major works programme and Cyclical

25 repairs."

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1 Do you know whether the TMO acted on that

2 recommendation?

3 A. I don't specifically, but when the report was delivered,

4 10 April 2009, it was a period where the old chief

5 exec — well, the chief exec prior to Mr Black and their

6 exec team was departing or had departed, and then a new

7 chief exec was being appointed and a new exec team was

8 coming into the place over a period of time. So

9 regardless of whether this report recommended it, I'm

10 fairly sure that Mr Black would have put that in place.

11 Q. Right. You're fairly sure he would have put it in

12 place —

13 A. I'm sure he would — he did put it in place, I should be

14 more definitive.

15 Q. Did he put it in place before the Grenfell Tower project

16 some years later?

17 A. Yes.

18 Q. Now, as we know, you were recruited initially as

19 a secondee to RBKC in February 2009.

20 In May 2009, do you remember drafting a key decision

21 report?

22 A. Do I remember drafting it about what?

23 Q. Let's look at it, {RBK00018526}. This is a key decision

24 report. It looks as if it's a draft because it doesn't

25 have a date at the very top.

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1 If you scroll down to page 5 {RBK00018526/5}, you

2 can see that you are the contact officer in respect of

3 this document.

4 At the bottom of page 4 {RBK00018526/4}, scrolling

5 up one, it's signed by or written by you and

6 Jean Daintith.

7 If we go to page 1 {RBK00018526/1}, please, we can

8 see that under paragraph 1.1, it says:

9 "This report outlines the ongoing governance

10 problems within the Tenant Management Organisation

11 (TMO). It also proposes action that the Council can

12 take under the Modular Management Agreement (MMA) to

13 ensure both that the Board are aware of our serious

14 concerns over their performance and to support the new

15 Chief Executive Officer (CEO) of the TMO to assist the

16 Board in working cohesively and focusing on

17 performance."

18 What were the serious concerns that you had

19 concerning the TMO's performance at that time?

20 A. Gosh, this is quite a long time ago. So I seem to

21 remember from 2009 that there was concern about the

22 performance of the board, and the reason for this key

23 decision report was about board performance.

24 Q. What was it? What was the concern?

25 A. I believe — I'm really sorry, I can't remember this in

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1 any detail, and if I knew I was going to be questioned

2 on this I would have read it in more detail before

3 coming, but I believe it was about, you know, sort of

4 the lack of function — the poor functioning of the

5 governance structure of the TMO.

6 Q. Let's look and see how well we do.

7 If we go down to paragraph 3 on page 2

8 {RBK00018526/2}, you can see that it says "Need", and

9 you say:

10 "As outlined above the situation at the TMO in

11 relation to governance is precarious. While other

12 performance measurements are at present showing some

13 improvement, there are, however, doubts as to whether

14 this can be maintained where the Board are unable to

15 demonstrate clear leadership of the organisation."

16 Why did you describe the situation at the TMO as

17 "precarious", do you remember?

18 A. There was dispute within the board, and the board, who

19 are directors of the company, were not acting in the

20 company's best interest.

21 Q. On what particular subjects, do you remember?

22 A. I don't, if I'm honest with you, you know, it's nearly

23 12 years ago now, so ... but there was — no, I'm really

24 sorry, I can't give the Inquiry any great accuracy, so

25 I'd rather not say.

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1 Q. Right. Let's look at page 3 {RBK00018526/3}, then,
 2 paragraph 4, "Options", and you can see that there are
 3 some options that you set out there.
 4 Over on to page 4 {RBK00018526/4}, you can see
 5 option 4, and that is the option, if you look at
 6 paragraph 6, that is recommended by you, at the bottom.
 7 If you look at option 4 under paragraph 4.4,
 8 a little higher up, you say:
 9 "The Council could serve a Breach Notice under the
 10 MMA as described, based on governance failings and
 11 underperformance against the requirements of the
 12 Improvement Plan. This would give a clear indication of
 13 the significance of the ongoing governance failings in
 14 the TMO to the Council and potentially assist the new
 15 CEO of the TMO in his message to the Board that they
 16 must work together. The Council would also be prepared,
 17 alongside service of the notice, to make clear to the
 18 TMO that it is keen to provide assistance to the TMO if
 19 requested to allow improvements to be made."
 20 Does that help —
 21 A. Yes.
 22 Q. — the recommendation? How does it help?
 23 A. Because it confirms to me that it was on governance
 24 failings, and the local authority had four nominees to
 25 the TMO board, there were tenant representatives on the

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1 board and independents, and my — from recollection,
 2 I don't think the four — the members — the board
 3 representatives from the tenant and leaseholder body
 4 were not acting in the best interests of the company and
 5 there needed to be — and there were also independents
 6 on the board, I can't remember who they were at this
 7 particular time, but I can only come back to the fact
 8 that board members were not acting in the best interests
 9 of the company, and there were some — there was an AGM
 10 held prior to my joining the TMO which had been
 11 extremely contentious.
 12 Q. Now, you recommend the service of a breach notice. Do
 13 you remember that in fact a breach notice was served —
 14 A. Yes, it was.
 15 Q. — on 10 June 2009? Yes. We don't need to go to it.
 16 It's at {RBK00027247}.
 17 Do you remember what the effect of the breach notice
 18 was? Did it have an effect?
 19 A. Yes, it did, because with the breach notice came
 20 an improvement plan, and then there was a clear set of
 21 recommendations that the TMO had to work through in
 22 order to be able to improve performance.
 23 Q. And did they?
 24 A. Yes.
 25 Q. Can we go to {RBK00030145}.

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1 Now, this is an undated document of authorship which
 2 I'm afraid I can't identify for you, but on the first
 3 page you can see that it says, "Advantages of using
 4 KCTMO", and then at the foot, "Concerns of using KCTMO".
 5 Have you seen this document before?
 6 A. I don't believe I have.
 7 Q. You haven't, right. Let me see how we go.
 8 If we look at concerns, and scroll down, it says:
 9 "No experience of regeneration or development. This
 10 lack of experience runs from the Board to the Exec Team,
 11 Officers and to residents. There is no capacity within
 12 the existing structure, and whilst there is
 13 re-structuring taking place, consultants are being used
 14 on the projects which have been started.
 15 "No experience of the financial implications and
 16 risks associated with development."
 17 Then at the foot of the page, perhaps this will help
 18 you with timing:
 19 "Response so far to the projects they have been
 20 given have not addressed areas where capacity needs to
 21 be built:
 22 " ■ Decanting of garages at Silchester ...
 23 " ■ Consultation at Trellick ...
 24 " ■ Hired consultants ... not developing ...
 25 capacity ..."

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1 Does that help you identify the timing of that?
 2 A. No.
 3 Q. Are these concerns, concerns that you have seen
 4 expressed to you at any time during your role at —
 5 A. They were definitely expressed to me in 2009 when
 6 I joined the TMO, and ...
 7 Q. Right. Did you agree with those concerns from what you
 8 could tell?
 9 A. The TMO, when I joined the RBKC, was in a very difficult
 10 place and had been experiencing a number of issues, with
 11 an exec team that was fractious and disorganised and
 12 fighting amongst itself, and a board that was failing to
 13 provide correct governance. And then, although I'm not
 14 involved in the detail of how the TMO was run or
 15 speaking to officers generally, I believed there was
 16 quite poor morale amongst officers in the TMO at that
 17 time.
 18 Q. If you go to page 2 {RBK00030145/2}, at the top of that
 19 page, please, it says:
 20 "This is not transparent in the organisation and
 21 there is a lack of accountability at present for the
 22 projects which are being undertaken."
 23 Was it your experience that there had been or was
 24 a lack of transparency and accountability within the TMO
 25 or by the TMO relating to how projects were undertaken?

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1 A. There may well have been prior to serving of the breach
 2 notice, but following the appointment of Mr Black and
 3 the breach notice and the improvement plan, then the
 4 performance of the TMO slowly improved.
 5 Q. Right.
 6 In the light of the concerns being expressed in this
 7 document, and I know you can't identify the date of its
 8 production, do you agree that the size and strategic
 9 importance of the Grenfell Tower project called for very
 10 close scrutiny by RBKC of the TMO's management of it?
 11 A. I think that's quite difficult to say, not knowing when
 12 this document was dated, because the Grenfell Tower
 13 project came some time later. But I do agree with the
 14 fact that RBKC in its client-side function needed to
 15 scrutinise the performance of the TMO on Grenfell Tower.
 16 Q. I now want to move from your role in relation to the
 17 Grenfell Tower project to ask you some questions about
 18 the way in which RBKC supervised the TMO more generally.
 19 A. Okay.
 20 Q. I'm going to start by asking some questions about the
 21 modular management agreement, the MMA, if I can.
 22 You say in your first witness statement at
 23 paragraphs 12 and 13 {RBK00034943/3} — there is no need
 24 to turn them up — that your role as director of housing
 25 involved managing four department heads, one of whom was

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1 housing commissioning.
 2 A. That's correct.
 3 Q. Right.
 4 Were the housing commissioning team responsible for
 5 managing the modular management agreement, the MMA, with
 6 the TMO?
 7 A. Yes.
 8 Q. Was the housing commissioning team managed by
 9 Amanda Johnson?
 10 A. Yes, it was.
 11 Q. At all times?
 12 A. No, it was — when I joined RBKC it was managed by
 13 a lady called Pam Sedgwick.
 14 Q. Pam Sedgwick, right.
 15 A. Then she left RBKC and Amanda Johnson took over that
 16 role.
 17 Q. And Amanda Johnson reported to you?
 18 A. Yes, she did.
 19 Q. So do you agree that you had some responsibility for
 20 managing the agreement with the TMO?
 21 A. Yes.
 22 Q. Now, housing commissioning was, as you have said, one of
 23 four teams within the RBKC housing department, and
 24 I think that you were responsible for managing a total
 25 of about 120 people, weren't you?

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1 A. That's correct.
 2 Q. Is it right that, out of that 120 people, 10 people
 3 worked within the housing commissioning service or
 4 department?
 5 A. I can't remember exact numbers, but there would have
 6 been a number of people who worked within that function,
 7 yeah.
 8 Q. But about —
 9 A. It sounds about right.
 10 Q. Of those, is it right that there was only one, namely
 11 Celia Caliskan, who worked full-time to oversee the
 12 TMO's performance and the extent to which it discharged
 13 its duties under the MMA?
 14 A. That's correct.
 15 Q. Did you ever consider whether that was a sufficient
 16 resource?
 17 A. So Celia worked on — full-time on the TMO, but it was
 18 also supplemented by work undertaken by Amanda Johnson
 19 and at times other members of her team. And then there
 20 were other officers within the council — within my
 21 department who undertook roles no relation to — not
 22 specifically in their job title managing the TMO, but
 23 had some relationship with the TMO on particular items.
 24 Did I consider it was sufficient? It's quite
 25 a difficult question to answer in the context of

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1 an organisation which has a board and has a right to
 2 manage and has direct responsibility to an executive
 3 team. I suppose I probably thought it was a bit light,
 4 if I'm honest.
 5 Q. Right. Did you express that thought that you have just
 6 shared with us to anybody at RBKC?
 7 A. I don't remember expressing that thought.
 8 Q. For example, to the deputy leader or the leader or
 9 anyone in Cabinet?
 10 A. No, I don't remember I did.
 11 Q. Why is that?
 12 A. Because I was just sort of under the impression that
 13 I just had to get on with the resources that I had, if
 14 I'm honest.
 15 Q. Right. Was there no means by which you could go to
 16 somebody more senior and say, "I need an extra pair of
 17 hands or two pairs of hands"?
 18 A. If I had been utterly convinced of the rationale in
 19 order to have further resources in that team, then I'm
 20 quite sure I could have made a case for it.
 21 Q. Right. But you didn't think to do that?
 22 A. No, I didn't, no.
 23 Q. Right.
 24 Can we go to your first witness statement, please,
 25 at page 6 {RBK00034943/6}, and look at paragraph 26.

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1 Now, you say there that:
 2 "The Council relationship with the TMO was set out
 3 in the MMA."
 4 In the same paragraph, five lines down, you say:
 5 "In practice it is an unwieldy document, that has
 6 little practical use when managing a contract day to
 7 day."
 8 During the period of the Grenfell Tower
 9 refurbishment itself, how familiar were you with the
 10 precise provisions of the MMA?
 11 A. So I had read the MMA when I had started at RBKC, I had
 12 looked at it again when we had undertaken a review,
 13 I think in 2010, and then we had undertaken a further
 14 review of the MMA I believe about 2015, around that
 15 period, so at all of those points I would have had —
 16 I would have reviewed the contents of the MMA.
 17 So I was familiar with them at the time of the
 18 Grenfell Tower refurbishment programme but, as I said,
 19 it wasn't something that I kept on my desk and
 20 I referred to as a daily basis.
 21 Q. Why did you consider it to be unwieldy?
 22 A. Well, if you've seen a copy of the MMA, it's absolutely
 23 enormous, and if you're going to use that in your
 24 day-to-day management of a client-side relationship,
 25 it's just not practical to have something that size or

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1 that detailed.
 2 And it was a document drafted some years ago in
 3 order to help the management of TMOs by — it may have
 4 been the Department of Environment that then morphed
 5 into subsequent departments in Government, and I think
 6 it was probably really designed for what TMOs normally
 7 are with housing organisations, which are much smaller
 8 organisations of maybe 200 to 300 units, you know,
 9 sort of where you may have a small TMO that manages
 10 an estate and you use an MMA for that purposes, but my
 11 impression was, rightly or wrongly, that it wasn't
 12 really fit for purpose for managing when you had
 13 an organisation which had undertaken the right to manage
 14 and had had a wholesale management of the stock, so all
 15 9,500 units, using that particular document. It just
 16 wasn't particularly useful.
 17 And we wrote to the, I think, Department of
 18 Communities and Local Government expressing that opinion
 19 and asked them if they would like to — if they were
 20 considering redrafting the prescribed MMA, and I think
 21 they wrote back to us and said no.
 22 Q. Right.
 23 Did the unwieldiness, if that's the right word, of
 24 this document and the problems that you have identified
 25 with it just now cause you any practical difficulties on

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1 a day-to-day basis?
 2 A. No, not particularly. I mean, on reflection it would
 3 have been far better to have a much more user friendly
 4 contractual document that could have been referred to
 5 when talking to the TMO perhaps about performance or
 6 about particular issues that were much more
 7 referencable. But I — you sort of get on with what
 8 you're given, and when I got there I understood I had
 9 the MMA, that set out the terms of the agreement between
 10 the council and the TMO, I acknowledged that, and then
 11 you get on with the job.
 12 Q. Did the MMA in your view at the time set out clearly
 13 enough the responsibilities of RBKC and the TMO?
 14 A. Yes, I believe it did, yeah, it did that function.
 15 Q. If RBKC had concerns about how the TMO was complying
 16 with its obligations or exercising its functions, was it
 17 your view at the time that the MMA provided sufficiently
 18 clear practical steps for notifying the TMO of any
 19 concerns about that?
 20 A. I cannot recall the MMA in sufficient detail to
 21 understand what the practical steps are if there was
 22 particular concerns that we had about performance of the
 23 TMO, because we would deal with those through regular
 24 meetings that we had with the TMO. But I think as we
 25 demonstrated in 2009 and previously in 2008, when we did

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1 have concerns about the TMO, we used the MMA.
 2 Q. Can we go to {TMO10030810/87}, please.
 3 This is chapter 8 of the MMA, entitled "Performance,
 4 Monitoring and Reviewing of Standards". Part 1, "The
 5 TMO's performance standards". Paragraph 1.3:
 6 "The TMO agrees to provide information to enable the
 7 Council to monitor the effective performance on the TMO.
 8 The TMO's Key Performance Indicators will ..."
 9 And then a series of obligations are there set out.
 10 In general terms, which individuals at RBKC during
 11 your tenure there were responsible for monitoring the
 12 TMO? Was it you?
 13 A. Amanda Johnson and Celia Caliskan.
 14 Q. Who reported to you?
 15 A. Yes.
 16 Q. Yes.
 17 Within RBKC, did you report to anybody in respect of
 18 that function, or were you the last line manager?
 19 A. No, I reported to Jean Daintith when I was in the
 20 department for housing, adult social care and
 21 environment, and then when tri-borough came along, that
 22 department was dissolved and I was a single-borough
 23 service, so I was a housing department service just for
 24 RBKC, and then I reported to the chief exec.
 25 Q. Directly to the chief executive?

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1 A. That's correct.
 2 Q. Who was that?
 3 A. Nicholas Holgate.
 4 Q. Who is the town clerk?
 5 A. Yes.
 6 Q. Right. The town clerk, and is that —
 7 A. It's an interchangeable — town clerk is the — what you
 8 would normally call a chief exec in a housing
 9 association, but RBKC perhaps had some slightly
 10 old-fashioned terminology.
 11 Q. I was going to ask you about that, because we've seen
 12 chief executive in documents, but that's
 13 Nicholas Holgate?
 14 A. That's correct.
 15 Q. Right.
 16 When was the tri-borough dissolved? When did you
 17 start reporting to Nicholas Holgate directly?
 18 A. Oh, I can't remember. It was probably around 2012,
 19 I think, but I can, you know, go back and confirm those
 20 dates.
 21 Q. How was monitoring of the TMO conducted in practice by
 22 you?
 23 A. By me, or by my department?
 24 Q. Let's start with you.
 25 A. Okay. I met with Robert Black on a monthly basis to

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1 talk about — unminuted meetings to talk about the TMO
 2 and the local authority, our shared areas of work, and
 3 I met with Amanda Johnson on a monthly basis through
 4 supervision to talk about her areas of work, and then
 5 the TMO brought a report to scrutiny committee on
 6 a six-monthly basis setting out their performance.
 7 I received copies of the TMO's board reports, and
 8 I used to receive those in a paper copy format and
 9 review them, and then I started to receive them via
 10 a link that I could go and have a look via the website.
 11 Q. We will come to your department shortly.
 12 Before I go to that, you mentioned a moment ago that
 13 there had been two reviews during your time of the MMA,
 14 once in 2010 and once in 2015.
 15 A. Yeah.
 16 Q. Indeed, I think you cover that at paragraph 27 of your
 17 first statement.
 18 A. I do.
 19 Q. What caused the MMA to be reviewed in April 2010?
 20 A. I don't remember, to be honest with you, what the
 21 rationale was for it then, but it may have been that
 22 there had been — I don't remember, to be honest.
 23 Q. What about in 2015, December 2015?
 24 A. I think in 2015 — from recollection, I think there was
 25 a commitment to review the MMA on a kind of five-yearly

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1 cycle, to be honest, but I can't confirm that definitely
 2 because I can't remember. But I think there had been
 3 such a change in how the TMO worked in practice and so
 4 it was timely to have a look at what was in the MMA and
 5 update it.
 6 Q. Do you remember what, in broad terms, were the areas
 7 that were updated or changed in the 2015 review?
 8 A. I think it was quite a comprehensive update, so there
 9 was updates across the board.
 10 Q. Right. Were there any changes in relation to
 11 monitoring, such as the KPIs, or how the KPIs would
 12 be —
 13 A. I don't remember, to be honest with you, but it will be
 14 documented. There is a committee report setting out ...
 15 Q. Now, let's stick with where we are. We are at
 16 paragraph 1.3, and as I've just shown you, it says:
 17 "The TMO's Key Performance Indicators will:
 18 "(a) be set in consultation with the Council;
 19 "(b) take into account the length of time the TMO
 20 has managed the Property dwellings under this Agreement,
 21 the size of the TMO and any local circumstances which
 22 may affect performance;
 23 "(c) broadly reflect the targets set by the Council
 24 for the management and maintenance of the comparator
 25 area specified in the Annex which is under the Council's

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1 direct management or managed by another organisation;
 2 "(d) include targets set by the TMO to reflect local
 3 circumstances; and
 4 "(e) include, at the Starting Date, the performance
 5 indicators listed in the Schedule, which can be varied
 6 as provided for in the Schedule."
 7 Now, do you agree that, by virtue of this paragraph,
 8 the TMO was able to propose KPIs in consultation with
 9 RBKC?
 10 A. Yes.
 11 Q. Did that ever happen?
 12 A. Yes.
 13 Q. Can you give us an example of an occasion when it did
 14 happen?
 15 A. So on an annual basis we would review the key
 16 performance indicators that the TMO monitored
 17 performance against, and then we would see if those key
 18 performance indicators were still appropriate in terms
 19 of the business and if we still wanted to report on
 20 those particular areas.
 21 Q. I follow. So we will come to some examples of this
 22 later on, but that's the process whereby there is
 23 a review of the year and an agreement for performance
 24 for the following year?
 25 A. Yes.

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1 Q. I see. We will see some of those reports in due course.
 2 Can we go to {RBK00029999/2}. This is a document
 3 entitled "Right to Manage Guidance, Modular Management
 4 Agreement for Tenant Management Organisations", and it
 5 comes from the Office of the Deputy Prime Minister,
 6 dated July 2005, as you can see.
 7 First of all, are you familiar with this document?
 8 A. I may have read it in the past but I can't remember, to
 9 be honest.
 10 Q. If you were, you would see it provides a model MMA. If
 11 you look at page 110 {RBK00029999/110}, please, you can
 12 see that there are schedules of key performance
 13 indicators, or KPIs, and it says there:
 14 "The TMO's Key Performance Indicators, to enable it
 15 to measure its performance against the standards it is
 16 required to achieve under the Agreement, must be listed
 17 in Annex A to this Schedule. This must also describe
 18 the basis on which the Indicators have been set."
 19 So that's, as it were, the template that the
 20 Government put out in the summer of 2005.
 21 Can we now look at the MMA between TMO and RBKC,
 22 volume 2, at {RBK00053628/119}.
 23 Help me with this, that is, is it not, the
 24 corresponding page for annex A in the template provided
 25 by the Government?

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1 A. I believe it is.
 2 Q. Yes.
 3 Now, we haven't been able to find an annex B setting
 4 out the council's key performance indicators. It's
 5 right, isn't it, there wasn't in fact an annex B?
 6 A. I don't believe there was.
 7 Q. No. Do you know why there was no annex B?
 8 A. No.
 9 Q. Did it ever occur to you that that was missing?
 10 A. No, I would have expected our legal services team to
 11 advise me of that if there was a missing documentation
 12 in the MMA.
 13 Q. You never raised it though with them?
 14 A. No, I did not raise it.
 15 Q. Now, just looking at these TMO performance indicators
 16 under annex A, you can scroll down to look at the whole
 17 of page 119, if you just cast your eye down there you
 18 can see what's not there. Do you accept that none of
 19 those KPIs related to fire safety?
 20 A. Yes.
 21 Q. Do you accept that none of those KPIs related to
 22 vulnerable residents?
 23 (Pause)
 24 A. They don't specifically relate to vulnerable residents,
 25 but it may well be picked up with the tenancy and estate

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1 management.
 2 Q. That's the fifth one down?
 3 A. Yes.
 4 Q. I see.
 5 None related to fire risk assessments performed.
 6 A. No, they do not.
 7 Q. Or the number of fire risk assessment reviews performed.
 8 A. No.
 9 Q. Or significant fire risk assessment actions completed.
 10 A. No, they do not.
 11 Q. Or backlog of FRAs, fire risk assessment actions?
 12 A. No, they do not.
 13 MR MILLETT: No.
 14 SIR MARTIN MOORE-BICK: Can I just ask, would any of those
 15 things come within the heading "Tenancy and Estate
 16 Management"?
 17 A. They're more likely to come under a heading for health
 18 and safety, to be honest with you, which is not apparent
 19 in this list.
 20 MR MILLETT: No.
 21 Can we then look at the 2015 MMA, please, at
 22 {TMO10030800/96}. This is volume 2, chapter 8, at
 23 page 96.
 24 You can see from this that — well, perhaps confirm
 25 for me, the 2015 MMA superseded the 2005 MMA as revised

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1 in 2010 in at least that it no longer listed KPIs but
 2 instead set out the process for selecting them.
 3 A. Yes.
 4 Q. You can see that from the text below "Annex A, TMO
 5 Performance Indicators".
 6 Was the effect of the 2015 MMA that KPIs were
 7 essentially set annually?
 8 A. I cannot — so clearly there's a link between the MMA
 9 and the setting of key performance indicators because
 10 that's set out in the modular management agreement,
 11 which is our contractual document, but I, to be honest
 12 with you, can't remember whether the setting of KPIs
 13 annually preceded the 2005 MMA, whether it had become
 14 custom and practice prior to that, or whether it
 15 happened following from 2015.
 16 Q. I see.
 17 Was the general effect here that KPIs would be set
 18 annually in conjunction with the TMO?
 19 A. Yes, we would review the key performance indicators that
 20 were reported to the local authority and we would take
 21 a view about how useful they were at being able to
 22 report on the performance and able to give the council
 23 an accurate understanding of how key areas were
 24 performing.
 25 Q. Does that mean that the identity of KPIs would vary from

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1 year to year?
 2 A. Yes, they could do, yeah.
 3 Q. And why would you drop some?
 4 A. Because sometimes you have worded it badly or it's
 5 producing information which doesn't necessarily tell you
 6 anything particularly helpful or ... so commonly for
 7 KPIs you would be looking at rents, rent collection,
 8 you'd be looking at void turnaround times, you'd be
 9 looking at ASB cases, and sometimes you'd put new KPIs
 10 in thinking that they were going to help you to
 11 understand better performance, but sometimes they just
 12 didn't.
 13 Q. Would you add KPIs where you saw weakness in the TMO's
 14 performance?
 15 A. Yes, we would, yeah. We could — or we might not
 16 necessarily use key performance indicators, we might use
 17 other forms of reporting. So we could have asked the
 18 TMO to provide information in terms of their six months
 19 report, because some areas of performance might not lend
 20 themselves particularly to a statistical return but may
 21 lend themselves to a more narrative.
 22 Q. Can we look, please, at {RBK00048489}.
 23 This is a document called "Tenant Management
 24 Organisation monitoring procedure guide", and this was
 25 an appendix, wasn't it, to the 2015 MMA?

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1 A. Yes.
 2 Q. Take it from me that it was.
 3 Are you familiar with this document, do you think?
 4 A. I will have read it, but I'm not familiar with it.
 5 Q. Right. You see, I ask you because under the third
 6 paragraph, under the first section, "Background", it
 7 says:
 8 "This procedure guide should be read in conjunction
 9 with the MMA, but sets out the day to day monitoring
 10 function of the TMO undertaken by the Housing
 11 Commissioning team, in its client side role."
 12 Now, given what you have told us about the reporting
 13 lines, you were ultimately responsible for the
 14 day-to-day monitoring function of the TMO undertaken by
 15 your housing commissioning team, so would that not have
 16 required you to be familiar with this document?
 17 A. Erm ... I'm familiar with lots of documents in a very
 18 busy department, and so I would say I had read this
 19 document, but I wouldn't say that I used it on
 20 a regular — I have read it but I'm not familiar with it
 21 and that's as far as I can say.
 22 Q. Right. I mean, in your role as supervising
 23 Celia Caliskan and Amanda Johnson, would this document
 24 not have been your touchstone?
 25 A. I did not use it as my touchstone.

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1 Q. Should you have done?
 2 A. I met with Amanda Johnson and Celia Caliskan on
 3 an almost daily basis to talk about issues of the day,
 4 and I didn't think I necessarily needed their monitoring
 5 procedure guide in order to help me to undertake that
 6 role.
 7 Q. Right.
 8 There was an earlier version of this document in
 9 2009. Do you remember that? Do you remember using
 10 that?
 11 A. No.
 12 Q. Right.
 13 Let's just look at this one, page 3 {RBK00048489/3},
 14 please. "Performance Indicators" under paragraph 3
 15 says:
 16 "The Performance Indicators are a mixture of
 17 indicators taken from old the National Indicators (NIs),
 18 Best Value PIs and Local Indicators that are chosen by
 19 the TMO and Council to demonstrate improving performance
 20 in areas of importance to the service."
 21 Does that broadly represent the KPIs set and
 22 monitored by RBKC?
 23 A. Yes, I believe it does.
 24 Q. Do you agree that paragraph 3 stipulates that both the
 25 TMO and RBKC have roles to play in setting KPIs?

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1 A. We set a headline of KPIs with the TMO, but the TMO also
 2 set their own KPIs and best value PIs and OPIs as well.
 3 Q. If you look on, it says in the last sentence:
 4 "The targets are set using national data for
 5 councils and ALMOs collected through benchmarking clubs
 6 and from other council partners."
 7 Does that accord with your understanding of how
 8 targets were set for the TMO KPIs?
 9 A. So we — gosh, I can't remember who the benchmarking
 10 club that the TMO were a member of, but it definitely
 11 aids you in being able to understand broadly what KPIs
 12 are being set across the industry.
 13 Q. Right.
 14 What scrutiny did RBKC apply generally to new KPIs
 15 before they were approved or agreed with the TMO?
 16 A. We would probably review them at our management team
 17 meeting or I would discuss them with Amanda Johnson and
 18 Celia Caliskan.
 19 Q. Now, at paragraph 28 of your first witness statement on
 20 page 7 {RBK00034943/7} — there's no need to go to it —
 21 you mention the TMO annual performance reviews, which
 22 included reports on whether the TMO met key performance
 23 indicators in any given year.
 24 A. Yes.
 25 Q. Is it right that Celia Caliskan drafted the annual

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1 performance reviews?
 2 A. She drafted them in conjunction with the TMO.
 3 Q. Who at the TMO?
 4 A. It would have been a variety of people from the TMO
 5 would have fed into that report.
 6 Q. Do you know who they were generally, or whether they
 7 varied?
 8 A. They would have varied, and they would have been —
 9 Celia would have contacted different people across the
 10 TMO in order to ask them to provide information, and
 11 then I have no doubt in the TMO there was probably
 12 somebody co-ordinating that information as well.
 13 Q. I see. What was your role in signing off those reports?
 14 A. So I was given a draft of the reports to review and
 15 I read through them, and if I had any queries or
 16 concerns or if there was anything that I didn't
 17 understand, I would then go back to Celia or sometimes
 18 go back direct to the TMO to ask them for further advice
 19 or information.
 20 Then, when I was happy with the report, I would go
 21 back to Celia and say I was happy with the contents of
 22 that report, and then it would go forward to
 23 scrutiny committee.
 24 Q. I see.
 25 Did you have the performance agreement for that

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1 particular year side by side with the review of that
 2 particular year?
 3 A. So I received the key performance indicators quite
 4 regularly from the TMO, so I knew how they were
 5 performing across the year, but I didn't sit with the
 6 performance agreements next to me whilst I reviewed the
 7 TMO's annual performance review document.
 8 Q. Why was that?
 9 A. It just — it wasn't a document that I used on
 10 a day-to-day basis.
 11 Q. Logic would dictate, wouldn't it, that if you had
 12 an agreement for a given year, and then you were
 13 reviewing KPIs actually met for that year, you would
 14 compare the two?
 15 A. Oh, I understand what you mean. Sorry, I thought you
 16 meant as in the abstract. So I would be — so the key
 17 performance indicators, the targets were set, and you
 18 could see by looking at the document whether they met
 19 them or not.
 20 Q. I see.
 21 A. Because it was representative in the document itself as
 22 to what they were for that particular year.
 23 Q. Was RBKC's health and safety adviser involved in setting
 24 or agreeing KPIs in any given year?
 25 A. No.

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1 Q. Why is that?
 2 A. The health and safety adviser for RBKC — the functions
 3 of the health and safety changed over my time at RBKC,
 4 particularly when we went to a tri-borough service, but
 5 from when I joined RBKC, there had never been
 6 involvement of health and safety because I didn't
 7 understand them to have the expertise in housing that
 8 would help us to set those KPIs.
 9 Q. Who was it at the TMO who would contribute health and
 10 safety information to the annual reviews?
 11 A. It would be my understanding that it would be
 12 Janice Wray.
 13 Q. Janice Wray.
 14 Did RBKC's health and safety adviser, to the extent
 15 that they were involved at all, ever suggest that
 16 fire safety or any element of fire safety management
 17 should be the subject of a KPI?
 18 A. No.
 19 Q. Did you ever make that suggestion?
 20 A. No.
 21 Q. Do you know why fire safety was never the subject of
 22 a KPI?
 23 A. No.
 24 Q. Do you know why no individual elements of fire safety
 25 management, such as, for example, closing out

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1 significant actions which had arisen as a result of
 2 a fire risk assessment, never made the subject of a KPI?
 3 A. In the six-monthly and annual reports to the TMO — from
 4 the TMO to the scrutiny committee, there was quite
 5 a detailed narrative at the back of the report which
 6 weren't KPIs but nevertheless updated us on the progress
 7 being made on fire risk assessments. But, other than
 8 that, there may well have been conversations between
 9 Amanda Johnson and — in her monthly meetings with the
 10 TMO about fire risk assessments, but it was never the
 11 subject of a particular KPI.
 12 Q. I just wondered why that is, given that this was clearly
 13 a matter being discussed, as we'll come on to, why
 14 nobody ever said, "Right, it really is time that we had
 15 a KPI on this"?
 16 A. It would be my expectation, if you were going to have
 17 a KPI on compliance, that you wouldn't just have a KPI
 18 on compliance for fire safety, you would be looking at
 19 having KPIs for all of the areas of compliance, because
 20 they're all equally as important. So there are in
 21 compliance terms the big six, which are water, asbestos,
 22 electric, fire, gas, lifts, and you would be looking to
 23 not just single out one area, but you would be looking
 24 to have all areas reported if you were going to have
 25 specific KPIs on those, and I knew that performance was

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1 monitored through the health and safety committee by the
 2 TMO and then reported to their board.
 3 Q. When you say monitored through the health and safety
 4 committee, whose health and safety committee?
 5 A. The TMO's health and safety committee.
 6 Q. But how could RBKC be — you have to explain this to me.
 7 You say, "I knew that performance was monitored through
 8 the health and safety committee by the TMO and then
 9 reported to their board". It sounds as if — maybe this
 10 is me misunderstanding your answer — the TMO were
 11 essentially monitoring themselves in relation to their
 12 compliance with health and safety matters.
 13 A. In detail they were monitoring that performance and they
 14 report to their board, which is in standard — if you're
 15 a housing association, you would have a board, and in
 16 the same way you would report in to your board and you
 17 wouldn't report anywhere else, and in more general terms
 18 they were reported to the scrutiny committee. But RBKC
 19 did not see the detail in terms of scrutiny committee of
 20 the detail of those health and safety KPIs.
 21 But there were regular audits undertaken of the TMO,
 22 and I got copies of all of those audits, and read all of
 23 those audits, and there were audits on health and safety
 24 undertaken.
 25 Q. Right, but no KPIs?

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1 A. That's correct.
 2 Q. So, in summary, is what you're telling us that in fact,
 3 notwithstanding a procedure for KPIs which had
 4 originally come from Government, health and safety did
 5 not fall within the KPI regime at all?
 6 A. It did not.
 7 Q. Let's look on, then, at an example of one of your annual
 8 reports on TMO performance for the year 2011/2012. This
 9 is at {TMO10001224}, just to give us an example of what
 10 we've been talking about. This is the one for July 2012
 11 and it's a report on TMO performance, 2011 and 2012, and
 12 the TMO performance agreement for the following year.
 13 Do you see that?
 14 A. Yes.
 15 Q. Is this the kind of report that we were talking about
 16 earlier?
 17 A. Yes.
 18 Q. And it would contain the KPIs in it?
 19 A. Yes, it would.
 20 Q. If we look at page 14 {TMO10001224/14}, we can see the
 21 2011 and 2012 performance indicators, and there they
 22 are. They start at page 14 and they run on. You can
 23 see how they're set out. There is the topic or title,
 24 and various different figures across the page with
 25 a commentary, and some smiley faces or perhaps unsmiley

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1 faces, depending on whether or not the target was met.
 2 We can see by omission that none of those related
 3 specifically to fire safety, and that, I'm assuming, is
 4 for the reasons you have given?
 5 A. Yes.
 6 Q. Yes. If you go to page 26 {TMO10001224/26}, we have
 7 appendix B, which is the council's housing performance
 8 indicators for the same year. Again, none of those
 9 relate specifically to health and safety or fire safety
 10 per se, and again, is that for the reasons we've
 11 discussed?
 12 A. Yes.
 13 Q. Now, I can take a point briefly. Tell me if you can't
 14 help me with this.
 15 Can we go, please, back to the TMO monitoring
 16 procedure guide at {RBK00048489/3}, please. We looked
 17 at this before.
 18 I need now to look at the third paragraph on page
 19 under paragraph 3, where it says:
 20 "Data is monitored and collected quarterly or
 21 annually by the TMO, and performance is monitored by the
 22 HC team on quarterly basis through the TMO (HRA)
 23 Performance meetings, and at the Annual Review meeting
 24 in preparation for the reporting to the Cabinet Member,
 25 Scrutiny Committee members and the TMO Board members."

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1 Under the next heading "Quarterly monitoring" it
 2 says:
 3 "At the end of each quarter the HCT contacts the
 4 TMO's Business Improvement Team ..."
 5 HCT is what, housing commissioning, is it?
 6 A. Yes, housing commissioning team.
 7 Q. Yes.
 8 "The TMO either send over their Scorecard or
 9 complete the Performance Reporting template. The HCT
 10 checks the information to ensure the figures and the
 11 commentaries are correct and analyses the trends,
 12 completing the trends and targets columns, obtaining
 13 more information from the Business Improvement Manager
 14 if there are any anomalies or exceptions on
 15 performance."
 16 Was quarterly performance information provided by
 17 the TMO in advance of HRA meetings?
 18 A. I wasn't at those HRA meetings necessarily, so —
 19 Q. Generally though?
 20 A. I don't know, to be honest with you, you would have to
 21 ask Amanda Johnson, who ran those meetings.
 22 Q. You were ultimately responsible for ensuring that this
 23 meeting was being provided by the TMO, though, weren't
 24 you?
 25 A. Ultimately, yes.

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1 Q. Yes, so do you remember there being any particular
2 problems with that information being received?
3 A. I don't.
4 Q. Right.
5 If we go to page 16 in this document
6 {RBK00048489/16}, we have a schedule of meetings and
7 reports, and there is a schedule. This is part of
8 appendix 5.
9 Under the heading on this page "Multi-agency
10 meetings that TMO reps attend", you can see there is
11 item 2:
12 "Complaints meeting, Operational group. 6 weekly.
13 Cabinet Member for Housing. Complaints Team."
14 Is it in fact correct that no complaints meetings
15 were ever convened?
16 A. I don't remember there ever being a complaints meeting
17 convened.
18 Q. Do you know why that section of the TMO monitoring
19 procedure guide wasn't enforced?
20 A. No.
21 Q. Can we look at the 2006 MMA, which is at
22 {RBK00019007/18}, please.
23 This is, as I say, the 2006 MMA, and what I'm
24 showing you is volume 1, chapter 1, and on that page
25 clause 11.4. It says under 11.4:

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1 "The BWTMO will prepare a training plan at the
2 beginning of each financial year. A report on the
3 training undertaken by BWTMO members and staff in the
4 previous twelve months will be presented at the BWTMO's
5 AGM. A copy of this report will be sent to
6 the Council."
7 We know that in fact no such report was received
8 from the TMO, and I know this was 2006, but in your
9 time, from February 2009, do you ever remember seeing
10 a report such as that from the TMO?
11 A. No.
12 Q. Do you know why RBKC failed to ensure that such
13 a training plan was provided?
14 A. I think it was probably lost in the midst of time, and
15 in terms of references about what we requested the
16 TMO — information that we requested from the TMO.
17 MR MILLETT: Right.
18 Now, I'm going next to another topic. Mr Chairman,
19 I'm not going to finish this topic, which is really
20 a subtopic.
21 SIR MARTIN MOORE—BICK: Do you think that would be a good
22 point at which to stop for the day?
23 MR MILLETT: Well, I hate to pull stumps up four minutes
24 early.
25 SIR MARTIN MOORE—BICK: I know you do. It's been quite

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1 a long day.
2 MR MILLETT: It has.
3 SIR MARTIN MOORE—BICK: And I don't think Ms Johnson would
4 mind if we were to finish a few minutes early.
5 MR MILLETT: In which case that may be a convenient moment,
6 Mr Chairman.
7 SIR MARTIN MOORE—BICK: There we are. Thank you very much.
8 I think, Ms Johnson, we have probably all had enough
9 for one day. I'm sorry I've got to ask you to come back
10 to answer some more questions tomorrow, but I think you
11 were expecting that, weren't you?
12 THE WITNESS: I was.
13 SIR MARTIN MOORE—BICK: Yes, all right.
14 Well, we'll resume at 10 o'clock tomorrow and,
15 again, please don't talk to anyone about your evidence
16 or anything relating to it over the break.
17 THE WITNESS: Okay.
18 SIR MARTIN MOORE—BICK: All right?
19 THE WITNESS: Thank you.
20 SIR MARTIN MOORE—BICK: Thank you very much. Would you like
21 to go with the usher, please. Thank you.
22 (Pause)
23 Thank you very much. 10 o'clock, then, please.
24 (4.30 pm)
25 (The hearing adjourned until 10 am

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1 on Wednesday, 12 May 2021)

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