

OPUS 2

INTERNATIONAL

Grenfell Tower Inquiry

Day 56

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Opus 2 International - Official Court Reporters

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1 Tuesday, 20 October 2020
 2 (10.00 am)
 3 SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to
 4 today's hearing. We're going to continue this morning
 5 hearing evidence from Claire Williams of the TMO.
 6 So would you ask Ms Williams to come in, please.
 7 MS CLAIRE WILLIAMS (continued)
 8 SIR MARTIN MOORE-BICK: Good morning, Ms Williams.
 9 THE WITNESS: Good morning.
 10 SIR MARTIN MOORE-BICK: Are you ready to carry on?
 11 THE WITNESS: Yes.
 12 SIR MARTIN MOORE-BICK: Good, thank you.
 13 Yes, Mr Millett.
 14 Questions from COUNSEL TO THE INQUIRY (continued)
 15 MR MILLETT: Good morning, Mr Chairman.
 16 Good morning, Ms Williams. I just want to sweep up
 17 a few topics that we covered yesterday and tie off a few
 18 loose ends, if I may.
 19 The first of those is your reading of the stage D
 20 report, which was dated December 2012. Can we look at
 21 the stage D report, which is {MAX00000757}, and you can
 22 see that it's dated August 2013, in fact, not
 23 December 2012.
 24 I'm slightly pre-empting my own question, but you
 25 I think referred yesterday to a report dated

1

1 December 2012. Do you remember what that might have
 2 been?
 3 A. No, it was this stage D report. The Exova report I said
 4 was dated December 2012.
 5 Q. I follow. Okay.
 6 So looking at the first page of this document, the
 7 stage D report which we can see was dated August 2013,
 8 do you remember whether you read this when you arrived
 9 at the TMO a month later?
 10 A. Yes, this was on my desk.
 11 Q. It was on your desk?
 12 A. It was given to me as part of my briefing.
 13 Q. When you say it was given to you, was the whole thing
 14 given to you as a package as part of your briefing?
 15 A. There was a bound report, which I believe was this,
 16 which was on my desk, left for me to read as a briefing.
 17 Q. I see.
 18 Can we go to page 78 {MAX00000757/78} in this,
 19 please. This was within the bound report, and this is
 20 issue 1 of Exova's outline fire safety strategy for
 21 Grenfell Tower. You can see the date at the bottom
 22 right-hand corner on the first page there:
 23 31 October 2012.
 24 A. Yes.
 25 Q. When you looked at the stage D report, did you look at

2

1 this document?
 2 A. I was aware that it was in there, yes.
 3 Q. Well, you were aware that it was in there because you
 4 read it, or you were aware that it was in there because
 5 somebody told you that it was in there?
 6 A. I believe I saw it and I would have scanned it.
 7 Q. When you say scanned it, do you mean read it quickly?
 8 A. Yes.
 9 Q. Can we go in this report to page 9 internally, which
 10 I think should be page 73 in the print-out. That's not
 11 what I want.
 12 If we think just go back to page 9 internally of
 13 this document.
 14 (Pause)
 15 Let's try page 87.
 16 SIR MARTIN MOORE-BICK: Do you want 9? Because we now have
 17 9 up, I think.
 18 MR MILLETT: No. Let me try and take it more quickly.
 19 Do you remember seeing a paragraph in this report
 20 dealing with external fire spread?
 21 A. No.
 22 Q. You don't?
 23 A. No.
 24 Q. Did you read this stage D report fully, do you think?
 25 A. I would have concentrated on the architectural

3

1 background at the initial paragraph -- pages from
 2 Studio E, that was the area that I concentrated on most
 3 of, but I would have scanned the rest of it.
 4 Q. I see, you would have scanned the rest of it.
 5 Can we look at page 81 {MAX00000757/81} in the
 6 Relativity numbering, and just look at paragraph 3.1.4,
 7 please, "Compliance with B4 (external fire spread)":
 8 "It is considered that the proposed changes will
 9 have no adverse effect on the building in relation to
 10 external fire spread but this will be confirmed by
 11 an analysis in a future issue of this report."
 12 When you scanned this document, did you see that?
 13 A. No.
 14 Q. Can you account for that?
 15 A. As I say, I scanned it. It had been in existence for
 16 a little while, the August 2013 stage D report, so
 17 I scanned this, but I do not remember seeing that
 18 paragraph at all.
 19 Q. Does that tell us that your review of the stage D report
 20 was cursory?
 21 A. When it was given to me initially, yes, I concentrated
 22 on the background as presented by the architects, and it
 23 was a big document, so I tried to use my time by, as
 24 I say, understanding their background. So this bit was
 25 cursory, yes.

4

1 Q. Right.
 2 Did you have a discussion or briefing session with
 3 anybody within the TMO about the stage D report?
 4 A. No.
 5 Q. Did you have a discussion with anybody outside the TMO,
 6 such as Studio E, about the stage D report that they had
 7 produced?
 8 A. No, I was aware that it was in existence and several
 9 people had referred it to me as part of my getting to
 10 grips with the project.
 11 Q. Who were the several people who had referred it to you
 12 as part of your getting to grips with the project, do
 13 you remember?
 14 A. David Gibson would have, because it was part of my
 15 briefing pack. Studio E would have said, "Have you read
 16 our report? Because that will explain to you where we
 17 are at the moment". So probably those two parties
 18 specifically.
 19 Q. When Studio E would have said, "Have you read our
 20 report?", what did you answer?
 21 A. It would have been a conversation with Bruce Sounes, and
 22 I would have introduced myself, discussed our
 23 backgrounds, and then I would have said, "I'm getting up
 24 to date", and he would have said, "Well, the latest
 25 information is the stage D report".

5

1 Q. Right.
 2 A. So I don't remember a timescale, but I would suspect
 3 fairly early on when I met him.
 4 Q. Having been told by Studio E to read the stage D report
 5 in order to get to grips with the project, why didn't
 6 you read it thoroughly?
 7 A. I was being inducted into the new organisation, I had
 8 a lot of information to read, I was still being taken
 9 round the offices to meet people who I would need to
 10 work with, so it was an overload of new information, so
 11 I had to balance what I was doing. So obviously at
 12 different times, different things got priority, but, as
 13 I say, it was because I was new to the organisation that
 14 I had a lot to get to grips with.
 15 Q. In your career to that date, had you ever come across
 16 fire safety strategies?
 17 A. No.
 18 Q. So this was the first time you had ever seen one; is
 19 that right?
 20 A. Yes. I think it is. I've worked on new-builds, but I'm
 21 not aware of seeing a fire safety strategy with them.
 22 I can't say hand on heart I've seen it.
 23 Q. So when you noticed Exova's outline fire safety
 24 strategy, as we can see here on the screen, in the pack,
 25 this was the first time you had ever seen such

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1 a document of its kind?
 2 A. I believe so, yes.
 3 Q. Given that it was the first time you'd ever seen such
 4 a document of its kind, why didn't you read it
 5 thoroughly and acquaint yourself with exactly what it
 6 said?
 7 A. Yeah, no, I at the time was new to the organisation and
 8 I had many issues to deal with in terms of being
 9 inducted, in terms of what my role was, and, as I say,
 10 I was also getting to grips with the project. So
 11 I didn't read this paragraph in the detail that I should
 12 have.
 13 Q. Given that it was a fire safety strategy, did it not
 14 strike you as something to do with life safety?
 15 A. Later in the project, perhaps I would have thought about
 16 that. But when I first arrived, it was one of many
 17 documents I had to get to grips with and had to
 18 understand as a whole. So it was part of the jigsaw,
 19 yes.
 20 Q. Given the importance that you accorded to this document
 21 when you read it, was there any part of the stage D
 22 report that you accorded greater importance or regarded
 23 as a higher priority?
 24 A. I believe, as I've said, that I would have read the
 25 background to the scheme as put forward by Studio E with

7

1 more -- into more depth, because it gave a background
 2 into how the project was put together and how the design
 3 proposal had been arrived at. So I would have looked at
 4 the architectural elements first, because that was
 5 something I thought gave me a good briefing as well as
 6 something that perhaps was more familiar to me.

7 Q. I see.
 8 Now, turning to a slightly different topic, or
 9 rather different topic, we discussed yesterday the
 10 meeting at which you said that Simon Lawrence had given
 11 an assurance that the cladding was inert and wouldn't
 12 burn, and I put to you, I think on two occasions, why
 13 your reaction when you saw the building on fire on
 14 14 June wasn't that you had been told something which
 15 was wrong. Do you remember that exchange we had I think
 16 on two occasions yesterday?

17 I just want to show you a document: TMO0087056,
 18 please.

(Pause)

20 No? That's not a document that's in Opus' immediate
 21 grasp. We may have to come back to that later on, then.

22 Can I then ask you some questions about the
 23 discussions we had yesterday about the fire risk
 24 assessment. Can I start by showing you what you said at
 25 {Day55/116:14}. I say to you:

8

1 "Question: So we've got to look to the next FRA; is
2 that right?
3 "Answer: That's where I'm expecting that there
4 would be the feedback, yes."
5 This was in the context of me asking you some
6 questions about you recording the answers to the
7 questions that you had posed to Simon O'Connor which had
8 arisen out of the 17 October 2014 FRA. Do you remember?
9 A. Yes.
10 Q. That's the context of it.
11 A. Yes.
12 Q. I don't want to take up time reading great chunks of
13 transcript, but that's the context. So you said at
14 line 15:
15 "That's where I'm expecting that there would be the
16 feedback ..."
17 Let's look at that. It's {CST00003161/4}. This is
18 the 26 April 2016 FRA done by Carl Stokes. If we look
19 at page 4, you can see, at the very top of the page:
20 "New external cladding has been fitted to this
21 building as part of the project ..."
22 Do you see that?
23 A. Yes.
24 Q. "... as part of the project of
25 refurbishment/construction work being undertaken on and

9

1 within this building. The original external face of
2 this building has been over clad, the new fire rated
3 cladding is fixed to the out face of the building by
4 metal fixings and the whole process has been overseen by
5 the RBKC Building Control Department and Officers. They
6 have approved and accepted the fixing system and
7 cladding used."
8 Now, that statement there is repeated verbatim in
9 the next FRA, in June 2016. Just to be comprehensive,
10 let's go to that, {CST00003145/4}.
11 That's the first page, you can see, 20 June 2016,
12 and this is, I believe, the last fire risk assessment
13 before the fire itself the following June.
14 If we go to page 4, again, you can see at the top of
15 the page, Ms Williams:
16 "New external cladding has been fitted to this
17 building as part of the project ..."
18 And in the third line it says:
19 "... the new fire rated cladding is fixed to the out
20 face of the building by metal fixings ..."
21 We don't see an answer to the question of what the
22 fire rating is there. Did Mr O'Connor ever tell you?
23 A. No, I don't think he responded to the queries over how
24 to deal with it. I think, as I said yesterday, we ended
25 up just sitting down together.

10

1 Q. Do you know where Mr Stokes got the information that the
2 cladding was fire rated?
3 A. I don't know whether he got it from conversations that
4 were had with Rydon, or -- I don't know, no.
5 Q. You see, you told us yesterday that, in order to see the
6 answers to the questions in the five-part email which
7 contained, you said, a lot of bits you were sweeping up,
8 which you sent to Simon O'Connor, we would have to look
9 at the next FRA, and indeed we're now looking at the
10 next FRA and the one after that, and this is all that is
11 said here about cladding.
12 Looking at those documents, do you accept that,
13 in fact, you didn't get any responses of any meaning to
14 the questions that you asked Mr O'Connor, which in turn
15 Mr Stokes had asked of you?
16 A. I believe that Simon O'Connor didn't give any formal
17 written responses and, therefore, this is based on the
18 best understanding that Carl Stokes would have had.
19 Q. Do you know who supplied Mr Stokes with the statement
20 that the cladding was fire rated?
21 A. I'm not sure. I don't know.
22 Q. Right.
23 Now, can we go to a different subject, which is the
24 Keystone database. Can we go to yesterday's transcript,
25 please, {Day55/132:24}. I'm asking you there about

11

1 an email exchange, which goes over the page, between
2 you, Philip Booth and Nick Valente -- if we go over the
3 page to page 133 {Day55/133} -- about your
4 12 November 2014 email to them, their response back to
5 you, and then your "Lacknall" moment" email to
6 Simon Lawrence at Rydon. Do you recall? That's the
7 context.
8 A. I remember the context.
9 Q. Yes.
10 I asked you about the database, and if you go to
11 page 140 -- that's where the line starts, but if we go
12 to {Day55/140:12}, please, I asked you:
13 "Question: Did you give this database a name or
14 nickname?
15 "Answer: It was Keystone, was the overriding name,
16 I think."
17 If you go then to the question of fire retardancy,
18 I just want to show you what you said yesterday. Go
19 back a little bit in the transcript to {Day55/137:8}.
20 At line 8 I ask you:
21 "Question: But you go to the database, it asks for
22 costs, so you go and look at the cladding. What I want
23 to know is whether what you looked at on the cladding
24 was what [prompted] you to ask about flame retardance,
25 or whether the database asked about flame retardance?

12

1 "Answer: Yeah. No, I believe the database had
2 something that would say, 'Is there any issue of flame
3 retardance?' or something of that sort about fire, and
4 that's probably what would have done it. But it could
5 have been that I put in cladding and then, I thought,
6 'Oh, hold on, I haven't asked them this'. So it could
7 have been either. I can't 100% guarantee.
8 "Question: All right, I follow.
9 "Either way, something asked you to ask about flame
10 retardance. So you say it could have been the database
11 raising it as a flag, or it could have been whatever you
12 were looking at about cladding.
13 "Answer: Yeah."
14 Now, we have a statement from John Parsons. Do you
15 know Mr John Parsons?
16 A. Yes, I do.
17 Q. What was his role and who was he?
18 A. Effectively the database manager for the assets and
19 regeneration team.
20 Q. Can we look at his statement, I just want to show you
21 something in it: {TMO00870938/2}. If we go to
22 paragraph 8 in that document on page 2, he says:
23 "I have been asked how the Keystone system was used
24 by the TMO to manage and govern its fire safety
25 management systems. However, Keystone was not used to

13

1 manage the TMO's fire safety management systems. It was
2 not used as a workflow for the fire risk assessments,
3 nor was it used to monitor the completion of actions
4 arising from those assessments. It is my understanding
5 that servicing and inspection of fire safety equipment
6 was recorded in spreadsheets managed by the Contracts
7 Management Team."
8 Then at paragraph 9 he says:
9 "Fire risk assessments were managed by the TMO's
10 Health and Safety team using their own methods. That
11 being said, if the fire risk assessor wanted to know
12 certain information about gas and electric records for
13 example, Keystone would hold that information and it was
14 readily available to anyone who need to see it."
15 Do you accept that the Keystone database didn't
16 contain any prompts regarding the fire retardancy of
17 cladding panels?
18 A. I said at the time I wasn't 100% sure, but I did think
19 there was a new column for it, and that it might have
20 had a prompt on it.
21 What John has said is accurate. I'm not saying --
22 I'm not contradicting him. What I'm saying is that
23 there was cladding there and I thought it had a prompt
24 on it, but I didn't -- I wasn't 100% sure. But it
25 did -- Keystone didn't manage the fire safety systems,

14

1 he's right.
2 Q. I see, so this wasn't the database. What was the
3 database which raised the flag?
4 A. The Keystone database is about the stock, it's about the
5 assets, so it was -- as I explained, it's about the
6 components that make up the building. For example, is
7 it gas heated, is it electric heated.
8 So it didn't have the fire safety servicing
9 information on it; it had the information on the
10 construction of the buildings and the services within,
11 whether it was communal boilers, individual heating,
12 that sort of thing. But, as I say, I'm clear on this,
13 this isn't a contradiction, I'm just trying to explain.
14 Q. So can we be clear: the Keystone database wasn't the
15 database that asked you or prompted you to ask the
16 question initially of Artelia about the fire retardancy
17 or an issue about the fire retardancy requirements of
18 the cladding?
19 A. No. The Keystone database was where I had to enter the
20 fact that the building was clad, because it was part of
21 a construction description of the building.
22 Q. Yes. I'm now not clear what your evidence is.
23 A. Sorry.
24 Q. Was the database from which you got the prompt the
25 Keystone database or not?

15

1 A. Because I entered cladding onto the Keystone database,
2 that was the prompt.
3 Q. I see.
4 Can I go to the document I wanted to show you but
5 I gave the wrong reference to. It's {TMO00870856}.
6 This is in the context of the discussion which you told
7 us about yesterday where Simon Lawrence had given you
8 the assurance that the cladding was inert and wouldn't
9 burn.
10 Now, this is an email from you to somebody within
11 the TMO called "8jselhep", and also to Peter Maddison
12 and Alex Bosman.
13 Just help me, 8jselhep is who?
14 A. It's actually J Selhep, who took over from David Gibson
15 as head of capital -- whatever the team was called at
16 the time.
17 Q. Right. And Alex Bosman was on the board, wasn't he,
18 I think?
19 A. No, Alex Bosman is equivalent to David, but he dealt
20 with the contract side --
21 Q. I see.
22 A. -- of the organisation.
23 Q. I see.
24 Now, the timing of this email is important. You
25 sent it on 14 June at 11.30 in the morning. Can you see

16

1 that?

2 A. Yes.

3 Q. Now, on the morning or late morning of 14 June,

4 Grenfell Tower was still on fire, wasn't it?

5 A. Yes.

6 Q. Here we see a list of matters and some attachments, and

7 they're quite detailed. The attachments include

8 progress meeting minutes, Building Control site

9 inspections, site inspections, and part 2 preliminaries,

10 among other things. Then we can see a list of topics:

11 the contract is 1; 2, M&E; 3, Building Control. And

12 Building Control says:

13 "... comment on cladding being in good order and

14 nearly complete as attached, in March 2016. I have

15 already sent to Janice and Alex the Completion cert."

16 4, "Clerk of works role", and underneath that it

17 says:

18 "Clerk of works report on the cladding and progress

19 generally - [nothing] in March 2016 that the lower 3

20 floors are to be completed by cherry picker. I know

21 that all floors were signed off as offered up, I am

22 looking for this report now.

23 "5 CDM

24 "... works started on site June 2014, PC [practical

25 completion] July 2016."

17

1 Then the rest is about CDM Regulations changed.

2 Then if we turn to the top of page 2

3 {TMO00870856/2}, we can see how this is signed off:

4 "Please advise if there is any missing information

5 that you would like to see, I am still trawling through

6 the directories."

7 My first question is: what prompted you to send this

8 email?

9 A. I believe that the morning after the fire, there were

10 discussions obviously amongst the managers as to what

11 information would be needed in the longer term, and so

12 this was us -- I don't know if I was given a list, or

13 whether I was left to my own devices, but they were

14 clear that they would be looking to see information

15 which we would need to be providing, and obviously this

16 is the forum.

17 Q. Were you asked for any of these categories of

18 information?

19 A. That's what I'm not sure on. I don't know whether I was

20 given a list or whether I was told, you know, "What have

21 you got that you think is useful?" I don't remember.

22 Q. You see, what's missing from it is any suggestion of

23 surprise or shock that the building was burning in the

24 light of the assurance that you say Simon Lawrence gave

25 both you and to David Gibson.

18

1 SIR MARTIN MOORE-BICK: Would you like to break for a bit?

2 THE WITNESS: Yes, please.

3 SIR MARTIN MOORE-BICK: Right, we will rise for

4 five minutes.

5 Five minutes, please. Thank you.

6 (10.30 am)

7 (A short break)

8 (11.05 am)

9 SIR MARTIN MOORE-BICK: Now, Ms Williams, do you feel able

10 to carry on?

11 THE WITNESS: I would like to carry on, yes.

12 SIR MARTIN MOORE-BICK: I'm sure you would.

13 Well, now, look, we'll have another break at about

14 noon in any event, and if at any stage you feel that you

15 need to take another break, will you just make that

16 clear to me and we will give you time.

17 THE WITNESS: Thank you.

18 SIR MARTIN MOORE-BICK: Okay.

19 Yes, Mr Millett.

20 MR MILLETT: Now, Ms Williams, I was showing you a document

21 and I was about to ask you a question about it. What

22 I'm going to do, I think, is park that question. I'm

23 going to come back to it, and we can get on to something

24 that's perhaps a little bit less upsetting.

25 A. Thank you.

19

1 Q. Spreadsheets. That might help.

2 Can I take you to {Day54/92:22}, please. At the

3 bottom of the page, page 92, we're talking about roles,

4 and I ask you a question:

5 "Question: Did you think at that time -- this is

6 September 2013, so just to help you, before the

7 July 2014 formal contract -- Artelia were the employer's

8 agent on the Grenfell Tower project?

9 "Answer: Yes.

10 "Question: What gave you to think that?

11 "Answer: There was a spreadsheet with roles and the

12 fee figures against it."

13 Then if you go to {Day54/93:18}, I ask the question:

14 "Question: Did you know at that stage in your

15 exercise of the function of monitoring the budget who

16 the TMO had retained as its professionals at that date

17 on the Grenfell Tower project?

18 "Answer: Yes, because there was a figure for works

19 and then there was several consultants named and

20 a figure against their name.

21 "Question: Can you remember who the consultants

22 were?

23 "Answer: It would be the ones who I believe went

24 on -- well, did go on with the project. So it was

25 Artelia, Curtins, Studio E, and there was a couple of

20

1 odd ones that I don't know where they came from and
 2 I never heard of them since.
 3 "Question: What about Exova?
 4 "Answer: I don't know whether Exova were on that.
 5 I put them on subsequent, but initially I don't know
 6 that they were on there."
 7 Now, you also, I think, said that you would email
 8 a version of this spreadsheet periodically to
 9 Magda Nowak; is that right?
 10 A. Yes.
 11 Q. Then you would save the version on your directory; yes?
 12 A. Yes.
 13 Q. Now, we may -- and this is where I think I need your
 14 help -- have found a version of that document within the
 15 TMO documents. Can I go, please, to the native version
 16 of {TMO00854806}.
 17 This is the spreadsheet or a spreadsheet, we can
 18 see, and if we look at the top of it, we can see that
 19 it's entitled, "Management Consultant. Project Cost
 20 Record. Project: Grenfell Tower - Regeneration".
 21 Do you see that?
 22 A. Yes.
 23 Q. Along the bottom there are a number of tabs: "Design
 24 Team", "Management", "Survey consultants", "Other costs"
 25 and "Staff Cost". Then "Overall project fees and

21

1 survey", and "Claire's costs".
 2 A. Yes.
 3 Q. Now, the "Claire's costs" column, is that yours?
 4 A. It would be, yes.
 5 Q. So is this a spreadsheet you recognise?
 6 A. The "Claire's costs" is a tab, it's not a column.
 7 Q. It's a tab, you're quite right.
 8 A. Yes.
 9 Q. Although it's not in a colour, so I thought it might be
 10 a column, but you say it's a tab, so it can be opened
 11 up.
 12 A. It's a tab, yeah.
 13 Q. Was this the spreadsheet you were describing yesterday
 14 in the examination I showed you from the transcript?
 15 A. Would I be able to see the one that says "Overall
 16 project fees and survey"?
 17 Q. Yes, I'm sure that can be clicked on and opened.
 18 A. And "Claire's costs", could I look at that, please?
 19 Q. Yes.
 20 A. Yes. Yeah, this is an example, yes. This is what I was
 21 talking about.
 22 Q. Right. I see. So would you have responsibility for
 23 making the inputs into all of these columns or just the
 24 "Claire's costs" column?
 25 A. All of them. I don't know if this was the latest

22

1 version, but I would input into all of them, and then
 2 I had a separate folder called "Invoices", so the
 3 invoices would then match to the figures in the columns.
 4 Q. Right.
 5 Well, let's just take it in stages, then.
 6 If we go to the first tab, where we very first
 7 started off, I think, which is there, thank you, we can
 8 see that the project manager was Paul Dunkerton and the
 9 budget holder was Mark Anderson?
 10 A. Yes.
 11 Q. Does that tell us that this document started its life
 12 before you arrived at the TMO?
 13 A. Yes.
 14 Q. Now, we may be able to date this document. If we go to
 15 "Claire's costs", at the top of column E we can see
 16 30 November 2015. Does that tell us that this is when
 17 you first saw it or is it the last version of the
 18 document or just one in a middle run, do you know?
 19 A. Possibly one towards the end, because it says no further
 20 costs, the yellow columns indicate no further cost, so
 21 it was one towards -- well, November 2015, so it was at
 22 that time -- point in time.
 23 Q. Yes. I'm not representing to you, Ms Williams, that
 24 this is the only version that we have, but given that
 25 you mentioned this yesterday, we have been doing some

23

1 researches and this is one we have found.
 2 A. Yes.
 3 Q. There may very well be others from other dates, but I am
 4 interested in this one for a number of reasons.
 5 Can we look at row 6 in column B. You can see there
 6 it says, "DDA Assmt-Bonnett". What is that, do you
 7 know?
 8 A. No, I don't. I don't know whether it was done before my
 9 time or if it was done subsequent, because I said
 10 I thought there was somebody called Jane, so I don't
 11 know if this was before my time or was part of the later
 12 scheme. Sorry.
 13 Q. You were certainly there in November 2015, so can we
 14 take it that this is one of those spreadsheets on which
 15 you would have worked, so would have seen at the time?
 16 A. Yes. It was a cost that was attributable to the
 17 project, yes.
 18 Q. Yes. Therefore, when you saw this and worked on it at
 19 that time, you, I imagine, must have seen "DDA
 20 Assmt-Bonnett"?
 21 A. Yes.
 22 Q. But you can't help with that.
 23 A. No.
 24 Q. There is a figure paid to date of £1,690.
 25 A. Yes.

24

1 Q. Do you know what that was for?
 2 A. No, I'm afraid I don't.
 3 Q. It looks as though something of that order was paid in
 4 respect of a DDA, and maybe "assmt" means "assessment",
 5 you tell me?
 6 A. Yes, no, I agree with you. There may be an invoice in
 7 my invoice folder, but I don't actually remember that.
 8 Q. You don't remember?
 9 A. No.
 10 Q. Right. Can we look at row 29 now, same page --
 11 SIR MARTIN MOORE-BICK: Can I just interrupt you to ask: is
 12 Bonnett likely to be a person's name or possibly
 13 a reference to some consultants? Does that ring any
 14 bell with you?
 15 A. No, I don't remember the name at all, I'm afraid.
 16 SIR MARTIN MOORE-BICK: Thank you.
 17 MR MILLETT: Okay.
 18 Can we look, please, at row 29, under "Surveys", and
 19 there you can see "Exova - fire strategy", with the
 20 figure £9,286 paid to date as the total due for the
 21 project as at that date. Then under column G it says,
 22 "need more fire strat wk", fire strategy work. Did you
 23 enter that?
 24 A. I believe it's a column I inserted, yes.
 25 Q. Does that tell us that at this time, at least,

25

1 November 2015, you knew that Exova's work was
 2 incomplete?
 3 A. Because I was, yes, expecting no more costs against it,
 4 but I assumed it would come via Rydon, if there was any
 5 more work outstanding.
 6 Q. Well, can you help us, what does "need more
 7 fire [strategy work]" mean?
 8 A. I was probably just thinking: we need more -- there will
 9 be more work, but it won't be attributable to the
 10 project, won't appear on my costs.
 11 Q. You need more work but it won't be attributable to the
 12 project? Why do you say that?
 13 A. In terms of the cost, because as we've talked about
 14 previously, Exova would be employed by Rydon, so I would
 15 not have any more cost to pay to Exova.
 16 Q. No, I can see that what had been paid to date, the
 17 £9,286, was the total due for the project, but you have
 18 added "need more fire [strategy work]", and that's
 19 presumably over and above what had been invoiced and
 20 paid.
 21 What was the fire strategy work that you thought you
 22 needed more of?
 23 A. I don't know whether that comment was put in, in early
 24 days, and I hadn't revisited, but as this is budgetary,
 25 this is just saying that there would be no more cost to

26

1 the project from Exova.
 2 Q. You said just on the last page of the transcript that
 3 you believe it's a column that you inserted.
 4 A. Yes.
 5 Q. So can you tell us more about the circumstances in which
 6 you inserted the comment "need more fire [strategy
 7 work]"?
 8 A. It could be that I put it in in early doors, I don't
 9 remember.
 10 Q. Early doors would have been September 2013?
 11 A. After September 2013, yes. It could have been 2013, it
 12 could have been 2014 or 2015.
 13 Q. Do you remember when you first started making inputs
 14 into this spreadsheet?
 15 A. I started in September, so I would have thought by
 16 October I would have been looking at it.
 17 Q. Can you remember what it was that prompted you or led
 18 you to think that you needed more fire strategy work
 19 done?
 20 A. No, I don't remember the context for that comment,
 21 I'm afraid.
 22 Q. Did it ever get updated?
 23 A. I believe there would have been one at practical
 24 completion.
 25 Q. Did the --

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1 A. Which would have been --
 2 Q. Sorry, do you want to finish your answer?
 3 A. No, sorry.
 4 Q. That's all right.
 5 Did you ever close out the need for more
 6 fire strategy work, as an item?
 7 A. In terms of budget, this records that there's no more
 8 cost to come, but as I say, I don't know the date of
 9 that comment and I don't know what it meant.
 10 Q. Did you ever talk to anybody within the TMO or Rydon or
 11 Artelia about having more fire strategy work done?
 12 A. No. No, I don't think so.
 13 Q. Why didn't you see to a conclusion the need that you've
 14 identified here?
 15 A. This comment could have been put in any time in 2014,
 16 2015. It was a comment that may have related to
 17 an earlier stage, where there were more fees
 18 outstanding. It could be something I should have taken
 19 out, because the fee as you see was completed. As
 20 I say, I can't account for why it's there now and
 21 I can't remember why I put it in in the first place,
 22 unless it was to nudge me at an earlier stage that more
 23 fee was outstanding.
 24 Q. Well, it doesn't say anything about fees, it actually
 25 says, "need more fire [strategy] wk", which I assume is

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1 "work".
 2 A. Yeah, and I assume that the earlier version of this
 3 would say, in the third column, "Total due for
 4 [project]", whereas it says 9,286, whatever it says,
 5 under the "Paid to date", it may have only had 6,000.
 6 So that would have -- that was just saying it needs
 7 a little bit more work, that's why there's
 8 an outstanding amount of fee.
 9 Q. So the work, just to be clear, are you telling us that
 10 what was needed was more work by you on the
 11 fire strategy figures, or more work done by the
 12 fire strategy consultant?
 13 A. This whole spreadsheet is budgetary, so what I would do
 14 is the purpose of the two columns, as you understand, is
 15 to look at what the total for the project would be and
 16 what we have paid to date. So it would just give me
 17 an indication of what was outstanding, so that if
 18 an invoice arrived that was not within these figures,
 19 I would then go back and interrogate it.
 20 So this says to me that at an earlier stage I would
 21 know what the total cost for Exova would be, which is
 22 the 9,000 figure, but the "Paid to date" figure may not
 23 have been at that. As I say, it could have been 4,000,
 24 5,000, and it would just say we need more work, that's
 25 why that total amount is in there.

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1 It's a little bit simplistic, but that is the way
 2 that I would do it, just as a nudge to myself that that
 3 was the difference between the two. And obviously it's
 4 probably fairly clear, but that was the way I did it.
 5 Q. By this time, of course -- this is November 2015 -- the
 6 fire strategy for Grenfell Tower, the outline fire
 7 safety strategy, issue 3, was more than two years old.
 8 You can see here that the budget had been exhausted and
 9 paid. What was it that needed more work?
 10 A. I reiterate, this is a budgetary spreadsheet, it wasn't
 11 a workload spreadsheet. I believe that this comment
 12 related to an earlier stage where the total fee hadn't
 13 been expended, and so it was just prompting me that
 14 there was more work to be done.
 15 Q. Why, come November 2015, then, didn't you remove the
 16 phrase "need more fire [strategy work]"? That's what
 17 you would have done on reviewing it.
 18 A. Yes. No, I wonder, having seen yesterday's paperwork,
 19 that their fee was about 8,600, so I wonder if they
 20 added an extra invoice in and I might have put a comment
 21 in to show that that was why it was there.
 22 Q. Right.
 23 Just going back to line 6, "DDA Assmt-Bonnett", does
 24 the name David Bonnett Associates mean anything to you?
 25 A. No.

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1 Q. Right.
 2 Can we then go back to where we were yesterday when
 3 we broke, and we were looking at the appointment of
 4 John Rowan and Partners. {TMO10006200}, please. We
 5 looked at the ITT yesterday, Ms Williams, and now we're
 6 going to look at the appointment letter that you sent to
 7 Gurpal Virdee. Again, we looked at that, and I think
 8 you told us you had no part in writing it.
 9 Can I just revisit the question that you answered,
 10 I think, yesterday afternoon.
 11 What was it in general terms that led you to pick
 12 JRP over the other bidder, in circumstances where the
 13 price was almost identical, given the disappointing
 14 experience that JRP had had with cladding?
 15 A. I don't know what disappointing experience JRP had had
 16 with cladding, I don't know what that means.
 17 Q. Well, if we go to page 2 {TMO10006200/2} -- we looked at
 18 this yesterday afternoon -- there was the feedback, do
 19 you remember?
 20 A. Yes, sorry, thank you.
 21 Q. That's quite all right.
 22 It is said at point 2 in the first paragraph, three
 23 lines down, that it was slightly disappointing that
 24 there was limited detail of his experience of cladding
 25 works.

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1 A. Okay.
 2 Q. My question was: in those circumstances, why did you
 3 pick JRP as clerk of works as opposed to the other
 4 bidder, do you remember?
 5 A. No, I know we went through the process, I know Jenny and
 6 I evaluated them both, I ... no, as I say, I think it
 7 was a process, but as I say, I don't remember much about
 8 the other tenderer, because obviously I worked with
 9 these people from then on, so I was aware of them, but
 10 I don't remember the other people at all, so I'm afraid
 11 I can't help.
 12 Q. Right.
 13 Moving forward in time, then, I think it's right
 14 that on 16 September 2014, you had a meeting with
 15 John Rowan and Partners, and at that meeting -- well, do
 16 you recall a meeting on that date or around that date
 17 with them?
 18 A. Which year was it?
 19 Q. 2014. 16 September 2014.
 20 A. I did meet with them. I'm not clear which date, but ...
 21 Q. Right.
 22 Now, Jon White gave evidence -- and, just for our
 23 record, it's {Day42/133:2} -- that at this meeting, TMO
 24 provided the formal brief to the clerk of works, and you
 25 told them, he said, what you wanted them to do during

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1 their appointment. Do you remember a meeting of that
 2 kind?
 3 A. Yes.
 4 Q. Do you agree that, at that meeting, you discussed the
 5 specific tasks that you wanted John Rowan and Partners
 6 to perform?
 7 A. Yes.
 8 Q. Would you agree that that was, in essence, a meeting
 9 that set out the scope of John Rowan and Partners' role,
 10 or at least provided more clarity on that role?
 11 A. Yes, and it set up the communication between the
 12 parties, yes.
 13 Q. Yes.
 14 Now, let's look at the notes of that meeting that we
 15 have at {JRP00000332/2}, which is an email from you on
 16 18 September 2014 to Luis Zarraoa, if that's how you
 17 pronounce it, and tell me if that's wrong. You say:
 18 "Luis
 19 "It was good to meet you and our 2 new clerks of
 20 works on Tuesday."
 21 Then four lines down, in the first paragraph, you
 22 say:
 23 "You have a copy of the project programme, which is
 24 due to complete 4 September 2015. I said that I would
 25 like to skew the number of days potentially for each

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1 clerk of works, which was originally proposed as 40 days
 2 each. It is likely that I may need more days for the
 3 M&E clerk of works to deal with issues of heating
 4 installation within the occupied flats. When I come
 5 back with start dates we can talk over how this would
 6 work out, as obviously it is programme dictated."
 7 Now, you say that the original proposal was 40 days
 8 each, but actually, do you remember, when we looked at
 9 the original proposal it was 70 days each, wasn't it, 70
 10 on M&E and 70 on general?
 11 A. Sorry, I don't remember, but ...
 12 Q. Well, we looked at that yesterday afternoon. Do you
 13 want to go back to the document?
 14 A. No, that's fine, I'm sure your question will be clear.
 15 Q. My question is: why did you say 40 days here when the
 16 original proposal was for 70 days?
 17 A. I don't know if it's a typo. I agree we would have been
 18 talking about 70 days, if that was what the proposal
 19 said initially.
 20 Q. Right. So you think it was a typo, do you?
 21 A. Yes. I wasn't knocking down their number of days having
 22 just met them.
 23 Q. Right. Okay.
 24 Now, you are also saying that you may need more days
 25 for the M&E clerk of works. Would that necessarily take

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1 time away from the general building clerk of work
 2 resource?
 3 A. They had separate roles, so no, it wouldn't have taken
 4 away from the general building ...
 5 Q. I see. So it wouldn't have affected the number of days
 6 that the general clerk of works would have been on site?
 7 A. No, his days were again reviewed because of the progress
 8 and the content of the project.
 9 Q. Right. Can we go to the transcript of Jon White's
 10 evidence at {Day42/173:9}. This is Jon White's evidence
 11 where he says:
 12 "... Claire Williams wanted me to really focus on
 13 the residents, you know. You remember I had 120 flats
 14 that were being operated on and worked on, and her focus
 15 was to make sure the residents -- to me, she kept on
 16 telling me -- I mean, I was in close conversation with
 17 Claire Williams, you know, many days, and she often
 18 asked me specifically to go to flat such-and-such to see
 19 that resident. So a lot of my focus was really on what
 20 she wanted me to do, and that was to focus on the
 21 residents."
 22 Now, is it right that Rydon were in charge of
 23 resident liaison during the build, during the
 24 construction?
 25 A. Yes.

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1 Q. And they themselves I think had a dedicated RLO or RLOs.
 2 A. They did, yes.
 3 Q. Do you remember who they were?
 4 A. It was Maxine, I don't remember her surname first, then
 5 it was Lynda Prentice, and there were two seniors, there
 6 were Nikki Donnelly and Christina Stephanou.
 7 Q. What did you expect the clerk of works to do with
 8 residents that wasn't covered either by you or by the
 9 Rydon RLOs, resident liaison officers?
 10 A. The RLOs weren't technical people. They made
 11 appointments for Rydon. They wouldn't inspect work.
 12 They did all the soft part of the operation, talking to
 13 people and explaining things if people weren't clear, or
 14 getting a site manager to talk to a resident if there
 15 was any uncertainty and they felt they couldn't help
 16 them. But RLOs did a lot of the back-up work to
 17 facilitate Rydon getting access to the flats, and to
 18 make sure that everybody was communicated with.
 19 Q. Given that those were the roles that the RLOs for Rydon
 20 occupied, what was it that the clerk of works was to do
 21 by way of looking after the residents or focusing on the
 22 residents?
 23 A. Yeah, so the RLOs had the, as I say, opening, the
 24 introductory, the making sure that residents were happy
 25 role. It was the soft skills, the talking to people.

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1 Whereas the clerk of works would go into flats once the
 2 works had been done to check that the residents were
 3 happy with the work and to check that they were worked
 4 on satisfactorily. For example, Jon would be going into
 5 the flats to look at the window installations, and quite
 6 often he would help people open the windows, because
 7 they opened in two different modes. So the site manager
 8 would have explained it, the RLO would have explained
 9 it, but quite often a third time helped. So Jon would
 10 do that if the resident didn't understand.
 11 But, as I say, he went into the flats, the
 12 windows -- oh, we did entryphones as well, we put new
 13 entryphone handsets in, so he may have looked at that
 14 because it's not heavily M&E.
 15 Q. Who would facilitate the going in to residents' flats by
 16 the clerk of works? Would that also be the Rydon RLO?
 17 A. That would be the Rydon RLO.
 18 Q. I see. So does it work this way: the Rydon RLOs would
 19 talk to the residents, use their soft skills, such as
 20 they were, to talk to them and let them in, and then the
 21 clerk of works would do the technical assessment of the
 22 work done within the flats?
 23 A. Yes.
 24 Q. Would the clerk of works talk to the residents about
 25 whether they were happy with the work that was done or

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1 whether there were any functional difficulties with
 2 those works?
 3 A. They would. They would talk to them as well in passing
 4 perhaps to say, "Oh, how long did it take?" or things of
 5 that sort, to pick up not just that it was done, but
 6 they would try and pick up any other issues over
 7 housekeeping and things like that.
 8 Q. Right.
 9 Can I just take you back, then, to the ITT, the
 10 invitation to tender for the clerk of works. That's
 11 {JRP00000011/5}. At page 5 there, the clerk of works is
 12 referred to in the red as adopting a proactive approach
 13 and assisting the contractors to set agreed common
 14 standards, et cetera, but there is nothing there about
 15 residents that we can see.
 16 In fact, the only reference in this document is one
 17 about passing on complaints, and I think we can see that
 18 at the very top of the page in the last bullet point on
 19 the list that starts the page before. Do you see that?
 20 "Passing on details of any complaints or concerns
 21 raised by residents or other stakeholders when these are
 22 passed directly to the clerk of works."
 23 A. Yeah.
 24 Q. Given that that was the duty set out in the ITT
 25 regarding residents, did you fundamentally change the

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1 role of the clerk of works when you met them and told
 2 them that you wanted to focus on the residents?
 3 A. No, it was an occupied building, and they were always
 4 going to be inspecting the works within the occupied
 5 flats. They were personable workers, and they did that
 6 as they were asked.
 7 Q. Right.
 8 Now, turning to the reporting, we know that
 9 John Rowan and Partners delivered their first report,
 10 report number 1, in October 2015. We can see that.
 11 It's {JRP00000338/3}. This comes to you on
 12 17 October 2014:
 13 "Hi Claire,
 14 "Please find enclosed our first site inspection
 15 report for your attention."
 16 Do you see that?
 17 A. It's very small. Could we ...
 18 Q. Yes. Is it?
 19 A. Oh, yeah, okay. Thank you.
 20 Q. Can we blow that up?
 21 A. Yes, thank you.
 22 Q. This is an email from Jon White to you on
 23 17 October 2017:
 24 "Hi Claire,
 25 "Please find enclosed our first site inspection

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1 report for your attention.
 2 "If you have any queries please do not hesitate to
 3 contact me."
 4 Do you see that?
 5 A. Yes.
 6 Q. Now, if we go to page 2 {JRP00000338/2} in the email
 7 run -- and the report itself, I should say, just for our
 8 record, is at {TMO00836785}, there is no need to go to
 9 it -- we can see that you wrote to Jon White on
 10 20 October 2014, and you say, this is halfway down the
 11 screen:
 12 "Jon
 13 "I have not agreed a start date for you yet, and
 14 only found out last week that you had had an induction.
 15 "I need to monitor the works and your hours - which
 16 are not yet agreed.
 17 "Luis, can you please ring me to discuss this.
 18 "Jon, please do no more inspections until we have
 19 agreed a basis for your services."
 20 Were you concerned about the cost of JRP inspections
 21 at this time, October 2014?
 22 A. No, it was more about the relevance of the service.
 23 I believe initially that Rydon's first element of works
 24 was installing the boilers in the basement so that we
 25 could connect everybody to the new heating system. That

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1 was the -- on the critical path for the scheme. So the
 2 M&E works kicked off first, and I think we might have --
 3 or I might have said to them, "Oh, you know, we will
 4 need you on site soon", but it was specifically for the
 5 M&E because that had an earlier start date. So this is
 6 just me trying to fine-tune the arrangement.
 7 Q. Well, you say you were trying to fine-tune the
 8 arrangement; you have told them in very clear terms,
 9 Ms Williams, "Don't do any more inspections until we've
 10 agreed a basis for your services". This is a stop
 11 notice, in effect, isn't it?
 12 A. For Jon White, definitely, yes.
 13 Q. Yes, indeed, I'm not talking about Tony Batty or
 14 Silcock Dawson; I'm talking about John Rowan and
 15 Partners; yes?
 16 A. Yes.
 17 Q. Now, in fact it's right that the first proper site
 18 visit -- I say "proper" -- the first site visit that you
 19 approved, I think, for John Rowan and Partners was in
 20 February 2015; is that right?
 21 A. Possibly, yes.
 22 Q. You say "possibly". Let's look at your February 2019
 23 statement, {TMO00840364/51}, please. Just go to that
 24 just to make sure what we're talking about. At
 25 paragraph 283 you say:

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1 "John Rowan and Partners reported progress on 4 and
 2 17 February ..."
 3 Do you see that?
 4 A. Yes.
 5 Q. "... in their Site Inspection Reports ..."
 6 And this is in the context of early 2015.
 7 A. Yes.
 8 Q. Let's go to the first of those, which you exhibit as
 9 exhibit 84. {TMO00832024}, please. That is report
 10 number 3, early February 2015. We've seen that there
 11 was one in October 2014.
 12 A. Yeah.
 13 Q. Was there an interim report between then and
 14 February 2015, do you remember?
 15 A. You're saying there was a missing number, number 2,
 16 isn't there?
 17 Q. Yes.
 18 A. I presume so. Their record-keeping was generally good.
 19 Q. Do you remember whether there was in fact a site
 20 inspection by your clerk of works, or John Rowan and
 21 Partners particularly, between October 2014 and
 22 February 2015?
 23 A. I don't remember specifically, no.
 24 Q. Do you remember when you agreed the fees with them so
 25 that they could then go about doing their inspections?

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1 A. No, I think when their clerk of works ITT was set up, it
 2 was set up a little bit as an exercise, but what we did,
 3 we reviewed the works and the scope of works, and made
 4 sure that their times matched when they were needed. So
 5 whatever was set up initially was the starting point
 6 rather than the way that it ultimately worked.
 7 Q. So we've seen the stop notice that you had sent him on
 8 20 October earlier on. Was there a time when you sent
 9 him a message saying, "Now start doing your
 10 inspections"?
 11 A. There would have been, yes.
 12 Q. You say there would have been; do you remember whether
 13 there was?
 14 A. I don't have the paperwork to hand and I don't remember,
 15 but there would have been a time when I said, "Jon,
 16 we'll need you in a week, this is because the contractor
 17 is doing this part of the programme". At the moment in
 18 October 2014, the demolitions were under way or,
 19 you know, things that he couldn't have a positive impact
 20 on, whereas I knew I would need his input later when we
 21 started to work in the residents' homes.
 22 Q. Does it mean that there was in fact no site inspection
 23 by John Rowan and Partners, as your clerk of works for
 24 general building works, between mid-October 2014 and
 25 early February 2015?

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1 A. Sorry, the first report you showed me was dated when?
 2 Q. Dated 15 October and it was sent to you on 17 October.
 3 A. Right. So -- no, there was one in the middle. Possibly
 4 not, because, as I say, the works on site at the time
 5 could be putting up the mast climbers, which it wouldn't
 6 be one of John Rowan's tasks to watch them put the
 7 mast climbers up. So it was making sure there was
 8 prudent use of their time.
 9 Q. I follow.
 10 Can we now look at the question of inspection by
 11 John Rowan, in particular of the cladding. Start with
 12 Jon White's evidence on {Day42/170:24}, please.
 13 Ms Grogan asks him:
 14 "Question: Did you ever inspect the cladding before
 15 the cladding panels had been installed?
 16 "Answer: Not specifically. I mean, my general
 17 inspections I did, but I was never asked to inspect
 18 anything specifically before the cladding panels went
 19 on, no."
 20 Then at {Day42/171:16}, there is an answer "Yeah",
 21 and then question, line 17:
 22 "Question: -- and at the time you were observing
 23 insulation and cavity barriers, what were you looking
 24 for?
 25 "Answer: Generally that the work was neat and tidy,

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1 it wasn't damaged, that everything seemed to be the
2 same, you know, it was all fitted with the same detail,
3 there was no damage, and the insulation was -- there was
4 no holes in the insulation, the fixings were not loose.
5 Generally I was just checking that there was nothing
6 that stood out."

7 Then if we turn over the page to page 172
8 {Day42/172:1}, Ms Grogan asks him:

9 "Question: You say there it was all fitted with the
10 same detail, so you were looking for consistency?

11 "Answer: Yes.

12 "Question: Not checking against any drawings --

13 "Answer: Yes."

14 Is that the sort of check that you expected the
15 clerk of works to be performing?

16 A. Yes, I was expecting him to look at consistency of
17 installation.

18 Q. Right, but not against drawings?

19 A. He would have the drawings accessible in Rydon's office
20 if there was anything he was concerned about, but he
21 would also -- as I say, I know he had conversations with
22 the installers while they were putting the cladding on.

23 Q. Now, if a clerk of works is only given one day a week to
24 do these inspections, does it not follow that the
25 checking will be focusing only on manifest defects and

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1 not anything which would require an in-depth, invasive
2 inspection?

3 A. Yes, we've talked about the fact that the clerk of works
4 was an additional tier that the TMO had, because clearly
5 Rydon had employed a specialist subcontractor who had
6 their own supervisors, so this was another tier.

7 So Jon White did ask if there -- if he found that he
8 wasn't getting enough time, he would ask for more time,
9 and I believe what happened ultimately was he signed off
10 a couple of floors at a time. But it would quite often
11 be at the end, when there was the finished cladding
12 panel. He wouldn't actually see whatever was behind it.

13 Q. No, exactly. And that's what you wanted, was it?

14 A. We just wanted another pair of eyes and somebody who
15 would ask the questions, but as I say, it was an extra
16 layer because Rydon had responsibility. They had their
17 own site managers, as well as obviously their specialist
18 subcontractor having their own supervisory --

19 Q. Yes, I understand that. But just to understand
20 precisely the scope of what you expected the clerk of
21 works to do, I think you are telling us that what
22 Mr White has told the Inquiry is the job that you
23 expected him to do?

24 A. Yes.

25 Q. Yes, thank you. Therefore, you didn't expect the clerk

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1 of works to do an in-depth, invasive inspection?

2 A. No.

3 Q. And that you only expected them to visit, say, once
4 a week to get a snapshot?

5 A. Jon would ask -- if he needed more time, he would ask
6 for more time, and I don't think we ever said, "No, we
7 won't give you that time". But, yeah, we did rely on
8 him and his experience to advise as to whether there was
9 adequate time for what he was doing.

10 Q. Yes.

11 I want to turn to a different topic altogether,
12 which is the relations with residents during the build.
13 I should just say before I do that some of this
14 of course trespasses into Module 3 and there may be
15 further questions on this topic for you later, but at
16 the moment we're focusing very much on the build and
17 where the Module 1 issues come up.

18 Now, can I just refer you -- I'm not going to take
19 you to it -- to what you say in your February 2019
20 statement at paragraph 18 on page 4 {TMO00840364/4}.
21 You describe your role by saying, "I fronted the scheme
22 for residents as their TMO point of contact". Can you
23 confirm that?

24 A. Yes.

25 Q. Can we then go to your February 2019 statement at

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1 page 30 {TMO00840364/30}. I want to go to
2 paragraph 170. You say there:

3 "Whenever there were any public meetings involving
4 Grenfell Tower, the meetings could become difficult with
5 disruptive conduct from a small number of residents who
6 took over and dominated the meetings with their comments
7 to the exclusion of other residents who complained to me
8 about this. As a result, at the drop in session on
9 12 December 2013 we undertook a survey on how people
10 wanted to be consulted which showed the majority of
11 people did not want formal meetings. This was published
12 to residents in the January 2014 Newsletter. This meant
13 that subsequent consultation was largely by drop-in
14 sessions, Newsletters and on a one-to-one basis wherever
15 or whenever that could be achieved."

16 Were there public meetings that you describe
17 specifically about the refurbishment project?

18 A. Sorry, were there?

19 Q. Yes, were the meetings that you describe specifically
20 about the refurbishment project?

21 A. Yes.

22 Q. Now, we know you started in September 2013, and you say
23 that on 12 December 2013 you undertook a survey. Had
24 you experienced many public meetings during that period?

25 A. I think I'd been to two/three.

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1 Q. Two or three.
 2 A. Yeah.
 3 Q. Do you remember when they were roughly during that
 4 autumn period?
 5 A. I remember one of them was with two councillors, but
 6 I don't remember the dates, I'm afraid.
 7 Q. Right.
 8 You see, in the first sentence of that paragraph,
 9 you say:
 10 "... the meetings could become difficult with
 11 disruptive conduct from a small number of residents who
 12 took over and dominated the meetings ..."
 13 Were you at meetings where you experienced that
 14 happening?
 15 A. Yes.
 16 Q. And were those meetings meetings that happened before
 17 the drop-in session on 12 December 2013?
 18 A. There was definitely one before, and I know there were
 19 several or at least one after.
 20 Q. So this is something you experienced first-hand, not
 21 something you had been told by somebody else?
 22 A. Yeah. No, I was there.
 23 Q. When you say difficult with disruptive conduct, what do
 24 you mean?
 25 A. Like any meeting, sometimes you find that some people

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1 have a view that they want to get across, and they take
 2 the opportunity to take the floor to the exclusion of
 3 the topic that you want to talk about.
 4 Q. You say to the exclusion of the topic you want to talk
 5 about; does that mean that they wanted to talk about one
 6 thing and you wanted to talk about something else and
 7 not address their concerns?
 8 A. No. What can happen in meetings, and I've dealt with
 9 many resident meetings over many years, is that you
 10 might get people of very strongly held views, and what
 11 they want to do is use your meeting to express that. So
 12 you are there to talk to people, to help explain
 13 a subject, and a couple of people then stop the rest of
 14 the group who are there, you know, in their own time
 15 from hearing the information that you are trying to get
 16 across.
 17 Q. You refer to a small number of residents; who were they?
 18 A. Different people at different times, and, as I say, with
 19 different views over different things sometimes.
 20 Q. We've got one meeting you have identified in the period
 21 between your joining the TMO in September 2013 and
 22 12 December 2013. So in this period, can you identify
 23 by name the number of residents who took over and
 24 dominated the meetings as you say here?
 25 A. Yeah, the one -- in the early days, one of the first

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1 ones I attended, it was Mr Daffarn was one of the people
 2 who had these strongly held views.
 3 Q. Was he somebody who you say here became difficult with
 4 disruptive conduct?
 5 A. He was somebody who would come to mind, but he wasn't
 6 the only person.
 7 Q. Who else was?
 8 A. Erm ... sorry, they're no longer with us.
 9 SIR MARTIN MOORE-BICK: We are getting to the time when
 10 I thought we would have a break. Would you like to take
 11 it now?
 12 A. No, I'm fine, but, as I say, I'm reticent to talk
 13 about ...
 14 MR MILLETT: I understand, so people who are no longer with
 15 us. And you say other residents complained to you about
 16 this.
 17 A. Yes.
 18 Q. Did they do that in writing?
 19 A. No, people would come and talk to me and apologise for
 20 our disrupted meetings.
 21 Q. Who were they? Can you name any of them?
 22 A. Over the period, many people did. There were a lot of
 23 very good people. So, no, as I say, it was common
 24 because I think there were many people who knew what we
 25 were trying to do and they wanted to hear what we had to

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1 say. But I can't remember the names, I'm sorry.
 2 Q. You can't.
 3 Now, the methods of consultation that you used are
 4 listed in paragraph 170 in the last sentence there, and
 5 you say this was done largely by drop-in sessions,
 6 newsletters and on a one-to-one basis, wherever or
 7 whenever that could be achieved.
 8 Now, newsletters -- is this right? -- are just in
 9 very general terms very much about the TMO telling
 10 residents what's happening with the build. They're
 11 a one-way street, aren't they?
 12 A. They were put together with Rydon's information,
 13 because, as you say, people did know -- need to know
 14 what was happening next. So, yes, it was an information
 15 letter.
 16 Q. Yes. Newsletters aren't really a forum for discussion,
 17 are they?
 18 A. No.
 19 Q. They're about telling, not listening.
 20 A. No, it was the written word saying, "If you have any
 21 queries or want to contact us, here are our details".
 22 Q. Yes. So the only face-to-face or opportunities for
 23 discussion where you could hear, as opposed to tell,
 24 would be drop-in sessions and the one-to-one
 25 discussions?

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1 A. And the Rydon RLOs would pick up if there was anybody
2 who had any queries who were perhaps reticent to do it
3 in a bigger forum, and so quite often I would go and
4 talk to people individually as they identified them.
5 Q. I see.
6 Did you think that those ways of getting information
7 or listening to the residents -- so drop-in sessions and
8 one-to-one sessions -- were better or more effective
9 ways of really getting to the bottom of residents'
10 concerns in place of public meetings?
11 A. Yes, and statistically I would say that was proven.
12 Q. How was that?
13 A. When we had meetings, you would get -- as I say, the
14 first one I attended, that, as I say, was disruptive,
15 there was -- two councillors were there. There were
16 probably eight residents, something like that. But in
17 the drop-in sessions we would do a morning or
18 an afternoon and an evening, so we -- I think at one
19 point we reached 65% of households, which is exceptional
20 for resident consultation. Usually you don't even get
21 10%. You can all be there on a frozen Wednesday night
22 and nobody's there. But the drop-in sessions were held
23 within the building, and so we had a lot --
24 statistically, we reached far more people than any of
25 the evening meetings that we'd seen -- or daytime

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1 meetings even that we'd had at Grenfell.
2 Q. I see.
3 At the drop-in sessions, would people come to you at
4 a desk and talk to you privately without others
5 listening?
6 A. We tended to have the drop-in sessions when we had
7 something physical to show people, whether it was the
8 new windows, the HIU position or the heating layout. So
9 they tended to be focused, and I would arrange for our
10 consultants to be available or Rydon's people to be
11 available. So the drop-in sessions were in
12 a two-bedroom flat, so people could move around freely,
13 look at the installations and talk to any of the people
14 from the project team side who would talk them through
15 any queries they had and explain how the proposal
16 worked.
17 Q. Yes, I see.
18 What would you do with the information that you
19 received from residents during the drop-in sessions and
20 the one-to-one sessions?
21 A. I collated it, and we would then go back and talk about
22 it and see if there were things there that we should be
23 reviewing to change our -- the way we worked.
24 Q. And how would those views then feed in to project
25 decisions generally?

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1 A. I would then talk to my manager, David, about: "Look,
2 somebody said this, why aren't we looking at that", and
3 then we would take it to the project team.
4 Q. Was there an organised system whereby the views from
5 drop-in sessions and one-to-one sessions would be
6 collated and then passed up to management for decisions,
7 or was it done on an ad-hoc basis?
8 A. It was done more informally.
9 Q. Right.
10 Can we then go to look at Rydon's role in dealing
11 with residents, because you mentioned Rydon's.
12 Staying with this statement, can we please go back
13 to page 24 [TM000840364/24], and look at paragraph 132,
14 towards the foot of the page there. This is under the
15 heading "Defect reporting/complaints". You say:
16 "All complaints and issues raised by residents on
17 works were initially directed to Rydon's RLOs for
18 progression within Rydon whilst they were on site.
19 I would then take up any matter that could not be
20 straightforwardly resolved."
21 Did you instruct Rydon on the processes that they
22 should use to engage residents?
23 A. They had their own system of working, which was in their
24 booklet that I believe they gave to every resident, and
25 it was similar to what the TMO would have done. So we

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1 didn't tell them how to do it, but we were aware how
2 they did it because they'd given us a process.
3 Q. They'd given you a process, I see.
4 A. Yes.
5 Q. Was that process a written process where you could
6 see --
7 A. Yes, it was in their booklet and, as I say, I believe
8 they gave the booklet to every resident as well.
9 Q. Did you supervise -- or monitor, perhaps, is a better
10 word -- how Rydon were engaging with residents from time
11 to time?
12 A. I would personally witness Lynda Prentice dealing with
13 residents, and I would talk to her every week, if I was
14 on site a couple of times a week, to say, "Is there
15 anything I needed to know about, is there anybody
16 I needed to visit, is there anything that you need some
17 help with?"
18 Q. Did you monitor the management of each specific
19 complaint that came in, or did you monitor simply the
20 way in which the machinery was working?
21 A. I would say by talking to her, Lynda Prentice, who, as
22 I say, was the main day-to-day person, I was aware of
23 what was going on and, as I say, I did intervene, but
24 probably by exception.
25 Q. I see. You were satisfied throughout, were you, that

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1 Lynda Prentice and her team were performing their
 2 resident liaison role and dealing with complaints in
 3 a way that you were happy with?
 4 A. I was only aware of one complaint which seemed to be
 5 ongoing, but otherwise I wasn't aware of any issues that
 6 they weren't dealing with, because Lynda was a very good
 7 RLO.
 8 Q. What was the ongoing complaint?
 9 A. It was a flat where there had been a leak above and the
 10 lady had some damaged items.
 11 Q. Right.
 12 Can we look at your September 2019 statement,
 13 please, at page 19 {TMO00842312/19}. I want to go to
 14 paragraph 83 there in the middle of the page. You say:
 15 "If a resident was unhappy with the response they
 16 received from Rydon, they could initially talk to me to
 17 see if I could resolve their complaint, or they could
 18 escalate it to the TMO's complaints process. In
 19 addition to this, there was a Housing Office within
 20 a two minute walk of Grenfell Tower, where residents
 21 could raise queries, concerns or complaints."
 22 So do we take it from that that a complaint could be
 23 escalated to you if Rydon couldn't sort it out?
 24 A. Yes, and as I say, generally Lynda would say, "Can you
 25 help me with this resident?" and I would go and talk to

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1 them.
 2 Q. Right.
 3 Now, we heard from Mr Lawrence when he gave oral
 4 evidence to the Inquiry that the TMO had briefed Rydon
 5 on what he described as "rebel residents". Just for our
 6 own reference purposes, that's {Day25/73:3-6}, and
 7 earlier on on {Day25/72:12-24}. That's what he told us.
 8 Do you know where Mr Lawrence might have got the
 9 expression "rebel residents" from?
 10 A. No.
 11 Q. It wasn't a phrase you used, was it?
 12 A. No.
 13 Q. Or was it?
 14 A. No.
 15 Q. The expression itself obviously has connotations. Can
 16 you tell us which group or groups of people Mr Lawrence
 17 might mean?
 18 A. I don't know if he was thinking of anybody in
 19 particular. It's not a term the TMO would use.
 20 Q. Did you or anybody else that you know of at the TMO ever
 21 brief Rydon on particular residents to watch out for who
 22 were particularly vocal?
 23 A. I suspect there may have been a briefing as to anybody
 24 who was vulnerable or anybody who they needed to be
 25 aware of.

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1 Q. Well, vulnerable is one thing, but anybody who they
 2 needed to be aware of is a different thing, possibly, in
 3 this context.
 4 My question again: did you or to your knowledge
 5 anybody else at the TMO ever brief Rydon on particular
 6 residents to look out for who were particularly vocal or
 7 disruptive or difficult?
 8 A. I think we would have had a duty to explain the
 9 composition of the residents in terms of how Rydon were
 10 going to carry out their works, and if there was anybody
 11 there who was going to perhaps cause them difficulty in
 12 carrying out their works, then they would have been
 13 picked up, that would have been part of the briefing,
 14 just to make sure they knew what they were -- who they
 15 were going to be working with.
 16 MR MILLETT: Yes, thank you.
 17 Mr Chairman, is that a convenient moment for the
 18 next break?
 19 SIR MARTIN MOORE-BICK: Yes, I think it is.
 20 We will take a short break at this point,
 21 Ms Williams.
 22 How are you getting on, Mr Millett?
 23 MR MILLETT: Quite well. I'm not sure that I can be
 24 confident -- in fact, I can't be confident of finishing
 25 by 1 o'clock. In fact, I can be confident I won't

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1 finish by 1 o'clock. But I won't take the rest of the
 2 day, even allowing for the 30-minute TMO question break.
 3 SIR MARTIN MOORE-BICK: Yes, all right.
 4 I just wanted to see how we're getting on. I'm
 5 sorry, it's obviously going on longer than you would
 6 have wished --
 7 THE WITNESS: Yeah.
 8 SIR MARTIN MOORE-BICK: -- and I'm sorry about that.
 9 We will take a ten-minute or so break now, come back
 10 at 12.15, please. That will give you a chance to get
 11 your breath back.
 12 THE WITNESS: Thank you. I appreciate it.
 13 SIR MARTIN MOORE-BICK: All right, thank you very much.
 14 (Pause)
 15 12.15, then, please. Thank you.
 16 (12.03 pm)
 17 (A short break)
 18 (12.22 pm)
 19 SIR MARTIN MOORE-BICK: All right, happy to keep going?
 20 THE WITNESS: Yes.
 21 SIR MARTIN MOORE-BICK: Good, thank you very much.
 22 Yes, Mr Millett.
 23 MR MILLETT: Thank you, Mr Chairman.
 24 Ms Williams, this morning we were looking at one of
 25 your spreadsheets and we were looking at, in particular,

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1 the reference to the DDA, do you remember?
 2 A. Yes.
 3 Q. I asked you about whether you had heard of anybody
 4 called Bonnett.
 5 I may be able to prompt your recollection a bit
 6 better than that. Can we please go to {TMO00834979}.
 7 These are the minutes of the Grenfell design team
 8 meeting of 22 October 2013. We can see from the list of
 9 attendees that you were there.
 10 A. Yes.
 11 Q. If you cast your eye down, you can see under item 1.2:
 12 "BS [Bruce Sounes] confirmed that David Bonnet(sic)
 13 Associates are on board as DDA adviser."
 14 Does that help with your recollection about the role
 15 of David Bonnett?
 16 A. They're still not familiar to me, but I can see that
 17 that is their role from this minute.
 18 Q. Do you remember any discussion at that meeting about the
 19 appointment of a DDA?
 20 A. No, I don't remember, I'm afraid.
 21 Q. You don't?
 22 A. No.
 23 Q. So this doesn't trigger any recollection about the name
 24 David Bonnett or anything like that?
 25 A. No, I'm afraid not.

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1 Q. Can we then turn to the subject of Artelia and TMO's
 2 complaint about Rydon during the construction process,
 3 and begin with {ART00006149}, please. This is an email
 4 chain from 30 March 2016, primarily between Neil Reed of
 5 Artelia and Steve Blake of Rydon.
 6 At the bottom of page 1, if we can just go to that,
 7 you can see an email which is dated 30 March 2016 from
 8 Neil Reed to Steve Blake. If you look a little bit
 9 lower down the identity of the copyees, we can see that
 10 you are copied in on it.
 11 At the very bottom of page 1, and we will have to go
 12 over to page 2, it says:
 13 "Steve,
 14 "We are writing to set out our frustrations and
 15 concerns about a number of current issues with this
 16 project as both the client team and consultant team hold
 17 a perception that Rydon could and should be doing more
 18 in the run up to completion."
 19 Then over to page 2 {ART00006149/2}:
 20 "We would like to see this email treated as a formal
 21 complaint, elevated to requisite level in RML to ensure
 22 those empowered to resolve these matters have the
 23 opportunity to do so at the earliest convenience."
 24 Do you see?
 25 Then in no particular order there is a list, and the

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1 list really comprises three topics: resource, meeting
 2 attendance and handover matters.
 3 Now, we can see that you were copied in, and it's
 4 written by Artelia on your or the TMO's behalf. Did you
 5 agree with its contents?
 6 A. Yes.
 7 Q. Do you think you saw a draft of this before it went, or
 8 when you saw it --
 9 A. I believe I was aware that it was being drafted, so yes,
 10 I may have seen a --
 11 Q. Did you have any input into its contents before it went?
 12 I mean, are these things you discussed with Artelia with
 13 a view to Artelia sending this message?
 14 A. Yes, we discussed it with Artelia prior to them sending
 15 it.
 16 Q. Is it true that you were frustrated with Rydon?
 17 A. With slow progress of works and the lack of
 18 responsiveness in some areas, yes.
 19 Q. You say slow progress of works; the project was, by this
 20 point, very delayed, wasn't it?
 21 A. Yes.
 22 Q. Were you concerned that Rydon wasn't anxious to get it
 23 completed?
 24 A. Yes, I think we'd been talking for a couple of months
 25 about the problems, and Rydon were not upping their

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1 resource to meet our queries, our expectation. So this
 2 was putting in writing what they'd heard at a meeting
 3 several times.
 4 Q. You say they were not upping their resource; did you
 5 have concerns at this time that they had not in fact
 6 resourced the project properly?
 7 A. I think towards the middle/end of the project, they were
 8 short of some of their labour. You appreciate Rydon do
 9 construction management, so everybody they employ is
 10 a subcontractor, and the clerk of works had in their
 11 reports been raising the issues of lack of people
 12 fitting the cladding, there were reports of slow
 13 workmanship in the new flats. Everything was
 14 progressing, but at a sedentary rate.
 15 Q. At a sedentary rate?
 16 A. That was my perception.
 17 Q. You say sedentary; you mean slowly?
 18 A. Slowly, yes.
 19 Q. Yes.
 20 My question again, because I'm not sure you have
 21 really answered it: were you concerned at this time that
 22 Rydon had not resourced or were not resourcing the
 23 project properly so as to keep it on track?
 24 A. Yes, and hence this email from our employer's agent.
 25 Q. Did your concern about inadequate resourcing that you

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1 have now confirmed, and we can also see from the email,
 2 lead you to be concerned that Rydon might be tempted to
 3 deliver poor workmanship or cut corners in order to keep
 4 the project on track or within their own budget?
 5 A. No, that wasn't something that I was aware of or I heard
 6 any of our clerk of works say. Nobody had any comment
 7 about the quality; it was rather the slow progress, that
 8 they hadn't employed enough subcontractors to meet the
 9 programme.
 10 Q. Right.
 11 Can we then turn to the topic of CDM Regulation
 12 change.
 13 Now, do you accept the basic propositions I'm going
 14 to put to you as follows: first of all, until
 15 April 2015, the governing regulations were the
 16 CDM Regulations 2007; do you remember that?
 17 A. Yes.
 18 Q. And then those changed in 2015 when, in the April of
 19 that year, the CDM Regulations 2015 came into force;
 20 yes?
 21 A. Yes.
 22 Q. They came into legal effect in October 2015, with
 23 a transitional period between April and October of that
 24 year. Do you remember that?
 25 A. Yes.

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1 Q. After 6 October, the new regime under the 2015
 2 regulations was then in place; yes?
 3 A. Yes.
 4 Q. Was that your understanding at the time?
 5 A. Yes, it was.
 6 Q. Did you read the 2007 or the new 2015 regulations
 7 yourself?
 8 A. I had had training on them. I don't remember reading
 9 the regulations per se.
 10 Q. You had training on them.
 11 A. Yeah.
 12 Q. Did you have any training on the 2015 regulations?
 13 A. I believe we did, yes.
 14 Q. Who delivered that training?
 15 A. I don't remember, I'm afraid.
 16 Q. Was it done in-house at the TMO or was it outsourced
 17 externally?
 18 A. I believe it was in our building, but I don't know who
 19 delivered it.
 20 Q. When in 2015 did you have the training on the 2015
 21 regulations?
 22 A. I'm afraid I don't remember.
 23 Q. Did you get any handouts or packs or anything like
 24 that --
 25 A. Yes.

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1 Q. -- that you could refer to afterwards if you had any
 2 doubt about what the new regulations meant?
 3 A. Yes, I think that's what I would have had, would be
 4 a resume, and as I say, I think I referred earlier to
 5 the fact that, in the training, there was a review of
 6 the old regulations against the new regulations, so
 7 a comparison.
 8 Q. Did you have any cause to look at the training pack or
 9 handout that you say you were given?
 10 A. Yes, I would have looked at it.
 11 Q. I'm told we've seen no documents about any training or
 12 any handouts.
 13 A. Yeah.
 14 Q. Can you explain that?
 15 A. I haven't seen my training record from the TMO, so
 16 I don't know whether it would be documented there.
 17 Q. Right.
 18 A. But it would have been something I would have had at my
 19 desk. It wouldn't have been something I would have put
 20 in a directory, it would have been for day-to-day use,
 21 so I would have had it on my desk.
 22 Q. I see. Can we look at {ART00006704}, please, and can we
 23 have pages 2 and 3 of this email run up together. This
 24 is an email run from June 2015.
 25 At the bottom of page 2 we can see an email from

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1 Janice Wray to you on 12 June 2015. It goes over to
 2 page 3. We will start with that one.
 3 Just to tell you the immediate context of this
 4 email, Ms Williams, it was Simon Lawrence's message at
 5 the end of May 2015 about financial savings on the crown
 6 detail reduction in height. Right?
 7 A. Yes.
 8 Q. That's the background.
 9 At the bottom of page 2 {ART00006704/2}, Janice Wray
 10 says to you:
 11 "Claire
 12 "I have read the email and the details provided.
 13 Simon is correct that CDM does require us to ensure that
 14 future maintenance is considered during the scheme so
 15 that this is facilitated and can be done safely without
 16 foreseeable risk. Therefore, in the first instance we
 17 need to ensure that we have considered what access we
 18 will require on an ongoing basis e.g. to install or
 19 replace windows, for cleaning and/or decoration
 20 purposes, adjustment to cladding (?), access to
 21 lightning protection, aerials etc. How do we propose to
 22 facilitate this? Believe up til now the glazing would
 23 have been replaced from within the flats etc.
 24 "Whilst the CDM Regns have changed I believe we
 25 would be looking to the Project Designers and CDMC who

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1 have been involved with the project for clarification of
2 how access for these various ongoing maintenance
3 activities can safely be achieved. Happy to discuss
4 once we have their assessment and proposals."

5 Do you see that?

6 A. Yes.

7 Q. I have read that to you in full.

8 Is this the first moment -- June 2015 -- when you
9 learnt that the CDM Regulations had changed?

10 A. I don't remember.

11 Q. Do you think that you were given training on the new
12 regulations before or after 12 June 2015?

13 A. I don't remember.

14 Q. Right.

15 Can we then turn to the topic of the identity of the
16 principal designer under the then new CDM Regulations
17 2015.

18 Now, do you accept this proposition as a general
19 matter from what you knew at the time: that under the
20 2015 regulations, if the TMO did not appoint a principal
21 designer, then the TMO would have to fulfil the duties
22 of a principal designer itself?

23 A. That is what I understood.

24 Q. Yes.

25 Can we then go to {ART00005066}. These are the

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1 minutes of the October 2015 progress meeting you refer
2 to in your September 2019 statement, and the meeting, we
3 can see, was held on 22 October 2015. The minutes are
4 created by Artelia and it's progress meeting number 16.
5 You see that?

6 A. Yes.

7 Q. On page 1 we can see you were in attendance as the third
8 person down the list; yes?

9 A. Yes.

10 Q. If we go to page 4 {ART00005066/4}, let's look together
11 at item 3.2. This is under the broader heading of
12 section 3, "Contractors report & programme". It says at
13 3.2:

14 "CDM

15 "F10 - expires tomorrow. AM to ensure Paul Burrows
16 provides the CDM handover promised to TMO and provides
17 advice in connection with renewal of the F10. The
18 Project Team confirmed that the design is 'fundamentally
19 complete."

20 Then there is a post-meeting note:

21 "PMN: Under the 2015 regulations if the PD
22 appointment finishes before the end of the works then
23 the Principal Contractor takes on the PD role. This
24 means the Principal Contractor puts together the H&S
25 file for the client."

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1 Then in bold it says:

2 "For discussion at the next progress meeting."

3 First, do you remember discussion of this nature at
4 that meeting on 22 October 2015?

5 A. Not specifically, but I can see what it's saying.

6 Q. Okay. We can see that AM is referred to, and in the
7 action note as well. Do you remember who AM was?

8 A. That's Andrew Malcolm.

9 Q. Yes, at Artelia.

10 Let me ask you before I leave this: the PMN, the
11 post-meeting note, which sets out what the position was
12 under the 2015 regulations, do you know who said that or
13 who provided that information?

14 A. I would think it would be Artelia.

15 Q. Right.

16 If you'd had the training you say you had had by
17 this point, was this something that you already knew,
18 namely that if the PD appointment finishes before the
19 end of the works, then the principal contractor takes on
20 the PD role, and that means the principal contractor
21 puts together the health and safety file for the client?

22 A. No, I didn't know that, but I think the training is
23 based on a -- the ideal project. It doesn't -- with
24 a start and a finish. Ours obviously went over a period
25 when the role -- when the regulations changed.

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1 So, no, the training I had wouldn't have explained
2 how to deal with the situation we were in.

3 Q. In fact, is this statement correct or was it correct,
4 did you think, at the time?

5 A. I don't know. I don't remember seeing it in all
6 honesty.

7 Q. Let's move on, then.

8 Can we go to {ART00005059}, please, because I'm
9 interested in that post-meeting note. This is an email
10 from you to Andrew Malcolm of Artelia of
11 6 November 2015, as we can see, copied to Neil Reed, and
12 it says:

13 "Andrew

14 "I have just had a meeting with Paul Burrows. In
15 terms of the minutes can you make sure you include ..."

16 Then you can see a chunk of text, and I'll read it
17 to you:

18 "The Project Team confirmed that the design is
19 'fundamentally complete. Under the 2015 regulations if
20 the PD appointment finishes before the end of the works
21 then the Principal Contractor takes on the PD role.
22 This means the Principal Contractor puts together the
23 H&S file for the client."

24 "There is no legal requirement for a CDM adviser."
25 Just pausing there, it looks from that as if you

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1 were the one proposing additions to the note; yes?
 2 A. It looks to me like I was fed that information by
 3 Paul Burrows at that meeting. I have stated there
 4 probably what he told me.
 5 Q. Right.
 6 Let's look at Andrew Malcolm's reply at
 7 {ART00005067} on the same day, 6 November 2015. He
 8 says:
 9 "Hi Claire
 10 "I can't put the latter (red) part of that in the
 11 minutes"
 12 Just pausing there, and casting your eye down the
 13 page, if we can just scroll up, please, on page 1, you
 14 can see what's in red. What's in red is:
 15 "Under the 2015 regulations if the PD appointment
 16 finishes before the end of the works then the Principal
 17 Contractor takes on the PD role. This means the
 18 Principal Contractor puts together the H&S file for the
 19 client."
 20 Going back to Andrew Malcolm's email at the top of
 21 the page, then, please, he says:
 22 "I can't put the latter (red) part of that in the
 23 minutes That is not an accurate account of the
 24 meeting ... I will put it in as a PMN for discussion at
 25 the next meeting and we can minute it at the next

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1 meeting.
 2 "We did not agree that the Contractor pulls together
 3 the file in the meeting."
 4 Now, it looks from that as if you were trying to get
 5 something minuted that wasn't even discussed, let alone
 6 agreed at the 22 October 2015 meeting. Is that correct?
 7 A. I was trying to make the situation clear to everybody,
 8 but I believe the paragraph I -- or the information
 9 I put in there was what Paul Burrows had told me, so it
 10 was supposed to be informed information which would
 11 guide how we were dealing with the issue.
 12 Q. Well, that's not quite right, is it, Ms Williams? Your
 13 email to Andrew Malcolm on 6 November had asked him: can
 14 you make sure you include a chunk of text, and he wasn't
 15 prepared to put in the text which was not something
 16 which was discussed at the meeting itself; isn't that
 17 right?
 18 A. Yes, and his way of putting it in was appropriate,
 19 definitely.
 20 Q. Yes. I mean, you were trying to make a printed record
 21 of something which wasn't discussed at the meeting,
 22 weren't you?
 23 A. I was trying to raise it as an issue, and as you say, it
 24 wasn't a minute, it was a note for information.
 25 Q. Well, with respect, again, that's not quite right. You

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1 weren't trying to raise it as a minute; you were trying
 2 to insert something into the minutes as a record of
 3 something which was discussed at that meeting which
 4 wasn't in fact discussed.
 5 A. As I say, I think it's important that it was recorded
 6 what the role was, and it wasn't discussed at a meeting,
 7 so it isn't a meeting minute. I think to put it in as
 8 a note for information and discussion is the best way to
 9 deal with it.
 10 Q. Yes, and you didn't do that. You wanted him to include
 11 it in the minutes, not just put it in as a discussion
 12 note for later.
 13 A. So I'm glad he corrected my approach and said, "Let's do
 14 it this way", because that was the right way to do it.
 15 Q. Right, okay.
 16 We then move on to the question of the appointment
 17 of a principal designer, and I want to look at first of
 18 all when it was that you knew that one was needed.
 19 Can we go to {ART00004399}, please. This is --
 20 well, do you recognise this document, or at least this
 21 kind of document?
 22 A. Yes.
 23 Q. What is it?
 24 A. It's the F10 telling the Health and Safety Executive
 25 we're on site.

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1 Q. Yes. This is the F10 health and safety notification
 2 form for the Grenfell Tower project, and you can see
 3 that it says "Date Submitted: 20/07/2015". Do you see
 4 that on the right-hand side?
 5 A. Yes.
 6 Q. Then we can see the location of the site, it's an update
 7 to a previous submitted notification, we can see that
 8 it's Grenfell, in Kensington and Chelsea, refurbishment,
 9 and then there is a description of the construction of
 10 the work. Then underneath that it says, "About those
 11 involved in the project", halfway down, do you see that?
 12 A. Yes.
 13 Q. It says:
 14 "Role: Principal Designer. Name: Artelia ...
 15 "Email: [Colin James at Artelia] ..."
 16 Do you see that?
 17 A. Yes.
 18 Q. Did you see this form when it came?
 19 A. Yes.
 20 Q. Can we then go to {ART00009321}, please. This is
 21 an email chain from July 2015. Can we go to start with,
 22 please, to the middle of page 3 {ART00009321/3} in this
 23 email chain. This is an email from you to Neil Reed.
 24 Do you see that?
 25 A. Yeah.

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1 Q. It's dated 20 July 2015. You also send it to
 2 Simon Lawrence, and you copy Colin James and
 3 Andrew Malcolm. You say:
 4 "Whoops - here is the one I am asking you to check
 5 against, Artelia are an unlikely designer!"
 6 What were you referring to when you said, "Artelia
 7 are an unlikely designer!"?
 8 A. I think what happened when I got the new F10, which was
 9 potentially a new format, I sent them the previous one
 10 to say, "This looks different and you're now down as
 11 a designer". So it was just highlighting the
 12 difference, because they hadn't said to me there's a new
 13 format or anything, so I was just checking all was well.
 14 Q. Not quite, is that right, because you're saying Artelia
 15 are an unlikely designer; what did you mean to impart by
 16 those words?
 17 A. I think previously the designer on it had been Rydon,
 18 so --
 19 Q. Why did you think Artelia -- sorry, go ahead.
 20 A. No, that's fine, go on.
 21 Q. Why did you think Artelia were an unlikely designer?
 22 A. Because they hadn't been a designer throughout the rest
 23 of the project, and, as I say, they weren't the party
 24 I was expecting to see on it.
 25 Q. No, and does that tell us that you didn't expect Artelia

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1 to take on any type of role that involved design?
 2 A. Yes.
 3 Q. Can we then go back to the email at {ART00009321/2} now,
 4 where we see an email from Colin James of Artelia
 5 replying to you on 21 July 2015. It's at the very
 6 bottom of page 2 and goes over to page 3. So can we
 7 just start at the bottom of page 2, where everybody can
 8 see the email, and it starts, "Hi Clare(sic)". That's
 9 all we get on page 2. Flip to page 3 {ART00009321/3},
 10 and he says this:
 11 "The 2015 CDM Regulations have replaced the CDM
 12 Co-ordinator with Principal Designer and the new F10
 13 uses this title. Existing F10s will also change to the
 14 new format when they are revised, as is the case here.
 15 By to (sic) the 6 October 2015 the Client must appoint
 16 a PD under the new Regulations for all new projects and
 17 existing projects that extend beyond that date."
 18 Now, when you got this email, did you understand
 19 that if the project continued beyond 6 October 2015,
 20 then the TMO would have to appoint a principal designer?
 21 A. Yes.
 22 Q. Did you ask anyone what the changes to the role would
 23 be?
 24 A. I think -- I don't know when my training came in, but
 25 I was trained probably around this time. So I don't

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1 think I asked anybody what the change to the role would
 2 be.
 3 Q. What did you understand that the change to the role
 4 would be?
 5 A. I understood that the new principal designer took over
 6 the majority of the old CDMC role in terms of the
 7 pre-construction information they should be presenting,
 8 and looking at the health and safety of the materials
 9 and the workers in the run-up to the project, and then
 10 that the role of compiling the health and safety file,
 11 which is at the end of the project, would then be
 12 something the PD would take on.
 13 Q. The PD?
 14 A. Mm.
 15 Q. So to summarise your understanding at the time, you
 16 understood that the principal designer would take over
 17 the role occupied previously by the now abolished role
 18 of CDMC; yes?
 19 A. Yes.
 20 Q. Certainly in relation to the pre-contractual
 21 responsibilities for design, and the health and safety
 22 file would also be put together by the principal
 23 designer?
 24 A. Yeah, with help from the principal contractor, yeah.
 25 Q. Well --

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1 A. I thought the only difference was that they maybe
 2 oversaw health and safety issues during construction.
 3 Q. Can we go to {ART00006731}, please. This is the set of
 4 minutes of progress meeting number 15 of
 5 18 September 2015, so a little bit earlier in the story.
 6 We can see that you are the third attendee down on the
 7 list. Do you see that?
 8 A. Yes.
 9 Q. If we go to page 7 {ART00006731/7}, please, and turn to
 10 item 7.3, we now see:
 11 "CDM2015 - CW [that's you, I think] to appoint
 12 a Principal Designer from the TMO's new Consultancy
 13 Framework."
 14 So is it fair to say, just looking at this document,
 15 that at least from 18 September 2015, you knew that you
 16 had to appoint a principal designer?
 17 A. Yes, I knew a principal designer needed to be appointed,
 18 yes.
 19 Q. And was the plan, at least as minuted, to appoint one
 20 from the consultancy framework? That's what it says.
 21 What was the consultancy framework?
 22 A. The TMO were or had completed or were in the process of
 23 completing a framework tender looking for different
 24 types of consultants, which would be Qs, employer's
 25 agents, people doing principal designer work. It was

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1 looking at all the consultants we would need and going
 2 to tender to assess the services we could get.
 3 Q. Was the compilation of the new consultancy framework
 4 completed by this point, 18 September 2015?
 5 A. I don't know.
 6 Q. Did you take any steps to identify anybody on the TMO's
 7 new consultancy framework who could act as a principal
 8 designer?
 9 A. I believe I went to Bailey Garner, who were one of the
 10 consultants, who -- as I say, I'm not quite sure what
 11 stage they're at, presumably it was in place because it
 12 says "new Consultancy Framework". So I went to
 13 Bailey Garner to ask if they could provide the role.
 14 Q. And what did they say?
 15 A. I think they were reticent because they said it was
 16 preferable for a consultant who had been involved with
 17 the scheme from inception.
 18 Q. Did you try anybody else in light of what they said?
 19 A. I'd already -- and, as I say, I'm not sure of the timing
 20 of this. I'd obviously -- I think initially I thought
 21 that Artelia were going to take it on. They kept
 22 saying, "Oh, you need to appoint a principal designer",
 23 but they didn't say, "It can't be us". So initially
 24 I thought Artelia were going to take it on, and when
 25 they ultimately said no, they weren't going to do it,

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1 I'd gone to Rydon and to Studio E, and neither of those
 2 parties were able to take it on.
 3 Q. You say, "I think I initially thought that Artelia were
 4 going to take it on", but we've seen an email in the
 5 middle of July 2015, 20 July 2015, from you, where you
 6 said that Artelia were an unlikely designer, and you
 7 told us that that was because you didn't expect Artelia
 8 to take on any role that involved design. So how can
 9 you explain why you thought that Artelia might take on
 10 the role of principal designer?
 11 A. I'd understood from my briefing that many of the CDMCs
 12 also were able to offer a principal design service. So
 13 I almost assumed that they'd carry the service across.
 14 Q. That's not what you told us before, and it's not
 15 consistent, is it, with your "Whoops" email of
 16 20 July 2015?
 17 A. The "Whoops" email was in relation to which F10
 18 I attached.
 19 Q. Yes, and we have been through that.
 20 A. Yeah.
 21 Q. When I asked you about what you meant by saying that
 22 Artelia was an unlikely designer, you told us it's
 23 because you understood that Artelia were not a designer
 24 and had not been involved in design aspects of the
 25 project.

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1 A. Yes, but there was also the issue -- the way -- I wasn't
 2 quite clear on the phrasing of it, and the different
 3 format of the report, which is why I'd gone back to them
 4 and said, "Oh, you know, it doesn't look quite right".
 5 So that was their trigger for them to come back to me
 6 and say, "Oh, no, this is fine", but I think they came
 7 back and said, "Oh, you need to appoint a principal
 8 designer".
 9 Q. At any event, you talked to Bailey Garner. Was there
 10 anybody else on the new consultancy framework you
 11 approached to occupy the role of principal designer for
 12 this project?
 13 A. I don't remember. I don't think so.
 14 Q. Can we then move forward a little bit in time to later
 15 in September 2015, and go, please, to {ART00006502}.
 16 This is your email to Neil Reed, at the top of the page
 17 there, on that date. Do you see that?
 18 A. Yes.
 19 Q. You say:
 20 "Neil
 21 "I understand the CDMC role has now been split
 22 between the Client and the Principle (sic) Designer. Are
 23 you retaining the principle designer role, and just
 24 asking us to get a CDM Compliance Adviser?"
 25 Who had told you that there was to be a split in the

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1 way you've identified it, do you know?
 2 A. No, I think, as I say, my understanding was most of the
 3 CDMC role had become -- I have spelt "principal"
 4 wrong -- the principal designer, apart from the client,
 5 who obviously had to appoint the CDMC, and then at the
 6 end have the health and safety file in place. So, no,
 7 I don't know.
 8 Q. When you asked the question, "Are you retaining the
 9 [principal] designer role", that question there --
 10 A. Yes.
 11 Q. -- why were you asking it, given that you already knew
 12 or thought that Artelia were an unlikely designer, to
 13 use your expression?
 14 A. Yeah, no, the "Whoops" email was asking them just to
 15 clarify, were they a designer. I didn't think they'd
 16 done any design. But there was also the fact that they
 17 hadn't said they weren't going to be doing it. So I'm
 18 just here trying to understand what they're doing and
 19 what they're not doing.
 20 Q. What did you intend to mean by the principal designer
 21 role in that question?
 22 A. I'm asking them if they are actually taking it on,
 23 because they'd said to me many times that -- or several
 24 times, "You would need to appoint a principal designer".
 25 Q. Let me be more precise. When you asked the question,

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1 "Are you retaining the [principal] designer role", what
 2 function did you think Artelia had before which they
 3 were going to retain?
 4 A. They weren't a designer previously on the scheme, but
 5 I didn't know whether their CDMC had the skills to do
 6 this.
 7 Q. To do what?
 8 A. To become principal designer.
 9 Q. I see.
 10 So when you asked the question, "Are you retaining
 11 the [principal] designer role", just so I'm clear what
 12 you're telling us, did you mean to ask the question: are
 13 you going to continue to perform the functions
 14 previously attributable to your role as CDMC?
 15 A. Yes. Yes, thank you for paraphrasing, yes.
 16 Q. I see. And you used the expression "principal designer
 17 role". Does that tell us that, as far as you understood
 18 it, the role of principal designer included the role
 19 previously occupied by the CDMC?
 20 A. Yes, the majority of the role at the stage we were at
 21 was what the CDMC had done.
 22 Q. Right.
 23 Now, I think you say that Artelia refused to take on
 24 the role of principal designer because their insurance
 25 wouldn't cover it.

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1 A. Yes.
 2 Q. Now, Simon Cash has told us that nobody at Artelia said
 3 that. I just wonder, where do you think you got that
 4 impression from?
 5 A. I don't know whether somebody had told me, because
 6 I know I'd put it in an email, so it would have been
 7 about the time of the email.
 8 Q. Can we go to {ART00006195}, please. This is an email
 9 from Simon Cash internally at Artelia, later the same
 10 day, 25 September 2015, which is the same day as the
 11 email we've just been looking at where you asked the
 12 question, "Are you retaining the [principal] designer
 13 role", do you see?
 14 A. Yes.
 15 Q. And what he records here in his message to Paul Burrows
 16 and Neil Reed, copied to Andrew Malcolm, is this:
 17 "Neil/Paul,
 18 "I have just had a conversation with Claire to try
 19 [and] clarify what has been going backwards and forwards
 20 in terms of what the TMO need to do, as this seemed
 21 different to what Bailey Garner were saying to her.
 22 "What I have said is:
 23 "• The current role of the CDM coordinator ceases to
 24 exist as of 5th October.
 25 "• The TMO must appoint a principal designer.

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1 Bailey Garner are not prepared to take on the role as
 2 they say the PD should be involved with the project from
 3 inception and as they have not been so, they cannot take
 4 on the role. My response is that: this situation is not
 5 common to this project and many organisations are being
 6 engaged due to the transition of roles, who have not
 7 been involved with projects since inception - such is
 8 the way of the legislation.
 9 "• However, for this project, her first port of call
 10 should be Rydon, as they are the D&B contractor and as
 11 such manage the design process and are responsible for
 12 the design. If Rydon are not prepared to take the PD
 13 role on, then the next option is to ask if Studio E
 14 would take on the role through Rydon.
 15 "• The CDM Compliance Advisor role is not a project
 16 specific role, but rather a clientside role (and one
 17 that we can fulfil) advising clients of their
 18 obligations under the new regulations and ensuring that
 19 their project managers, PDs and PCs are all doing what
 20 they should be under the new regulations. Similar to
 21 the role we are offering to Lambeth.
 22 "Claire is now much clearer as to what she is
 23 supposed to be doing and hopefully will now be able to
 24 sort things out."
 25 Now, the first question here is: do you recall the

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1 conversation with Simon Cash on that day that he's
 2 recording here?
 3 A. I know I spoke to Simon Cash about this. I don't
 4 remember when it was, but I did speak to him, yes.
 5 Q. Is this, so far as you can recall, an accurate record of
 6 what he said to you?
 7 A. Yes, it looks as though those are the items we would
 8 have discussed.
 9 Q. Did you tell him what Bailey Garner had told you?
 10 A. Yes.
 11 Q. I see.
 12 Now, Simon Cash reports here that he advised you
 13 that it didn't matter that a contractor was not involved
 14 with the project from the beginning. Do you remember
 15 that?
 16 A. No, I don't remember it, but he's recorded it, so he --
 17 I believe he would have told me.
 18 Q. At that stage, who did you think was right,
 19 Bailey Garner or Artelia?
 20 A. I think I was being pulled in different directions, but
 21 I would be expecting Artelia, as our consultant we'd
 22 been working with, to give us proper advice.
 23 Q. I see.
 24 Did you ask Rydon whether they would take on the
 25 role of principal designer?

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1 A. I did.
 2 Q. And they refused, didn't they?
 3 A. They did.
 4 Q. Did you ask Studio E?
 5 A. I asked them via Rydon. I hadn't spoken to Studio E in
 6 person for a long time.
 7 Q. And what was the response?
 8 A. They said that Studio E said they weren't able to take
 9 it on either.
 10 MR MILLETT: Right.
 11 Mr Chairman, we are, I am afraid, rather in the
 12 middle of this topic, but this is probably a convenient
 13 moment as we're about to go to a different document and
 14 move the story on.
 15 SIR MARTIN MOORE-BICK: Very well. We will stop there,
 16 then.
 17 Time we all had a break for some lunch, Ms Williams.
 18 We will resume at 2 o'clock, please. No talking to
 19 anyone about your evidence or anything to do with it
 20 over the break, please. All right?
 21 THE WITNESS: Okay.
 22 SIR MARTIN MOORE-BICK: Thank you very much.
 23 (Pause)
 24 Good, 2 o'clock, then, please. Thank you.
 25 (1.03 pm)

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1 (The short adjournment)
 2 (2.00 pm)
 3 SIR MARTIN MOORE-BICK: All right, Ms Williams, happy to
 4 carry on?
 5 THE WITNESS: Yes.
 6 SIR MARTIN MOORE-BICK: Thank you.
 7 Yes, Mr Millett.
 8 MR MILLETT: Yes.
 9 Ms Williams, we were in the middle of the topic
 10 relating to the principal designer in the late part of
 11 2015.
 12 Can we go next, please, to {ART00009336}, and this
 13 is an email from Neil Reed to Paul Burrows on
 14 23 September, and also to Simon Cash:
 15 "Claire will be appointing the CoW organisation JRP
 16 who tell me all there CDMCs are [simply] becoming PDs
 17 and they see no issue with this transition. I
 18 understand other organisations are exercising the same
 19 approach.
 20 "I do think it courteous for one of you to phone
 21 Claire and discuss the handover of the role from us to
 22 their appointed PD."
 23 Do you see that?
 24 A. Yes.
 25 Q. Did you consider JRP, John Rowan and Partners, as

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1 a potential CDMC?
 2 A. I don't remember considering them at the time.
 3 Q. Do you know how Neil Reed would have formed the
 4 impression that JRP was available to be appointed as
 5 a CDMC?
 6 A. He would so spoken to our clerk of works, who would have
 7 mentioned it.
 8 Q. So when he says "Claire will be appointing the CoW
 9 organisation", clerk of works organisation, did that
 10 come from you or from JRP, do you think?
 11 A. Oh, I see what you mean. I don't know. I don't
 12 remember talking about JRP as a CDMC.
 13 Q. Right.
 14 A. I say -- yeah, I'm not sure of the phraseology there.
 15 Q. Right. My question was wrong, I should have asked you:
 16 how did Neil Reed form the impression that JRP,
 17 John Rowan and Partners, was available to be appointed
 18 as a principal designer, PD? So what is the answer to
 19 that question, do you know?
 20 A. I believe he would have spoken to our clerk of works,
 21 who would have mentioned it.
 22 Q. Given that you were anxious at this time to have someone
 23 internal to the project with some experience on the
 24 project, why didn't you ask John Rowan and Partners
 25 whether they would act as principal designer?

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1 A. I think it's clear from my testimony that there was
 2 quite a lot of confusion about the role at the time, in
 3 that initially I thought Artelia were taking it on, then
 4 it transpired they weren't, and they suggested that
 5 I speak to Rydon, Studio E, and when both of those
 6 parties weren't available, then obviously I had spoken
 7 to Bailey Garner. So I was being pushed a little bit
 8 from pillar to post and perhaps getting ... I should
 9 have been getting more specific information to help me
 10 appoint.
 11 Q. Given that nobody was prepared to be appointed principal
 12 designer, who had been involved in the project up to
 13 that point, did that indicate to you that it was
 14 a substantial undertaking?
 15 A. No, not at that stage, because the project completion
 16 date was nearing, and the role didn't have any design
 17 checking at that stage, and it was seemingly more about
 18 putting together the health and safety file at the end
 19 of the project. So I think -- I didn't think it was
 20 a major role, I thought somebody had mentioned
 21 insurances, somebody had mentioned it was preferable to
 22 have somebody who was involved with the scheme from
 23 inception. But, no, I didn't think it was
 24 insurmountable.
 25 Q. If you didn't think it was a major role, didn't you

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1 wonder why it was that neither Rydon or Studio E, who
 2 had of course been involved with the project since
 3 inception, and certainly since the contract, wouldn't
 4 take it on?
 5 A. It seemed to be because of the new role that there
 6 were -- perhaps people hadn't been trained or something
 7 of that order, rather than anything more complex.
 8 Q. Well, did you actually investigate why it was that Rydon
 9 wouldn't take it on?
 10 A. No, I didn't.
 11 Q. Did you investigate why Studio E wouldn't take it on?
 12 A. No, I didn't speak to Studio E, it was all done via
 13 Rydon, but I think Rydon said to me that it wasn't
 14 something they'd done before because of the new role, so
 15 it was -- as I say, seemingly people were not keen to
 16 take it on because it was something they hadn't done
 17 before and they weren't geared up for.
 18 Q. But it wasn't something you had done before either, was
 19 it?
 20 A. No.
 21 Q. So why were you prepared to take it on where they
 22 weren't?
 23 A. Because when Simon Cash did speak to me, we talked about
 24 the stage of the project and that it was -- the design
 25 was completed, and I think he gave me the expression

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1 "fundamentally complete", so there would be no design
 2 input required, but it would be the role at the end of
 3 the scheme which was compiling the health and safety
 4 file.
 5 Q. Did the fact that neither Rydon nor Studio E were
 6 prepared to take on the role, nor either JRP, as it
 7 seems, indicate to you that it was a task that had
 8 significant risk attached to it?
 9 A. No, as I say, it seemed to me more that because it was
 10 a new role, people weren't geared up, they weren't
 11 trained, they didn't have perhaps a department or people
 12 in place who could carry out that role.
 13 Q. Right.
 14 Can we go to your 20 January statement, please, at
 15 page 4 {TMO00853697/4}. I would like to look at
 16 paragraph 19. You say there:
 17 "It is my belief that had Artelia, as CDM-C and
 18 Employer's Agent, explained the nature of the Principal
 19 Designer role and Artelia's inability to take on the
 20 role to the TMO earlier, the TMO would have had more
 21 time to consider its options. In reality, the TMO was
 22 given short notice to find a Principal Designer. The
 23 appointment was further complicated by the fact that
 24 none of the parties involved in the design from
 25 inception would take on the role, nor would the external

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1 consultant I approached on the basis that it had not
 2 been involved since inception."
 3 I think the external consultant there is
 4 Bailey Garner; is that right?
 5 A. Yes.
 6 Q. You say short notice there, "TMO was given short notice
 7 to find a Principal Designer". By that, do you mean
 8 that, by the time the 2015 regulations came into force
 9 on 6 October 2015, you had short notice?
 10 A. Yes, because I believe it had first been mooted, as
 11 we've seen, in July, but it wasn't clear that Artelia
 12 weren't going to take the role on. It said, "TMO need
 13 to appoint a principal designer". It didn't say, "We
 14 are not going to be able to do this". It said, "The TMO
 15 needed to appoint a principal designer". So it wasn't
 16 clear until perhaps September that they didn't
 17 anticipate carrying on with that role.
 18 Q. Was it not possible for the TMO to appoint somebody
 19 after 6 October as principal designer?
 20 A. I believe when I spoke to Simon Cash and we talked about
 21 the pros and cons, what was deemed outstanding was the
 22 health and safety file, which the principal contractor
 23 was obligated to provide the information for.
 24 Q. Did it occur to you that the TMO could have held the
 25 role of principal designer temporarily from 6 October

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1 until somebody properly skilled with that role came in?
 2 That would have been possible, wouldn't it?
 3 A. It would have, but as I say, the advice -- the
 4 substantive advice came quite late in the day.
 5 Q. You say the substantive advice came late in the day, or
 6 short notice, but in fact, although it was a short
 7 period between, let's say, September and 6 October, it
 8 was possible to extend that period simply by using the
 9 expedient of the TMO occupying the role until they did
 10 find somebody.
 11 A. That was never put to me as an option, and I hadn't
 12 thought of it.
 13 Q. Right.
 14 Can we then go to your 20 January statement at
 15 page 6 {TMO00853697/6} -- so same witness statement,
 16 page 6, please -- and let's look at paragraph 26,
 17 further down. I think we've just looked at that. You
 18 say:
 19 "Having reflected on these events, it is my belief
 20 that the TMO was let down by its professional team ..."
 21 I'm so sorry, we haven't just looked at this. You
 22 say:
 23 "... it is my belief that the TMO was let down by
 24 its professional team in respect of the appointment of a
 25 Principal Designer. The TMO had appointed Artelia as

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1 its CDM-C and was entitled to rely on it to advise as to
2 how best to meet its CDM duties. There was an obvious
3 delay in Artelia formally informing the TMO of the need
4 for the Principal Designer appointment and of its
5 inability to take on the role. Furthermore, it failed
6 to provide the TMO with any solution when Rydon,
7 Studio E and Bailey Garner declined to take on the role,
8 terminating its own appointment without ensuring
9 a Principal Designer was in place."

10 Now, just unpacking that a little bit, if we can,
11 when you say let down by your professional team, do you
12 mean all of them?

13 A. No, I mean Artelia's CDMC team. There was a gap, and
14 I would have expected them to have given us advance
15 notice and given us proposals as to how to manage.

16 Q. And in what capacity did you expect them to give that
17 advice? In what capacity under the contract that you
18 had with them did you expect them to give you that
19 advice?

20 A. As employer's agent, they would know that we would need
21 to have this appointment in place, because it would be
22 essential for the contract.

23 Q. So you say that that was part of their obligations as
24 an employer's agent, do you?

25 A. Yes, to find shortfalls -- if there were any shortfalls

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1 in the professional appointments, to highlight that to
2 us.
3 Q. Was that something in your mind at the time, that they
4 had contractual obligations as employer's agent to give
5 you advice about becoming or finding somebody to become
6 a principal designer?

7 A. Yes, and we'd had a long-standing relationship with
8 them, so, yes, I would expect them to provide
9 professional advice.

10 Q. Did they know that you were expecting them to do that in
11 their role under the contract as employer's agent?

12 A. I believe they were competent employer's agents and
13 would understand that that was one of the areas that
14 they needed to manage.

15 Q. Now, you go on to say in the -- let me just follow that
16 up a little bit. You say you believe they were
17 competent employer's agents and they would understand
18 that. Does that tell us you didn't actually have
19 an express conversation with Artelia and, in particular,
20 Artelia in their role as employer's agent, and say, "As
21 employer's agent, you are required to advise us as to
22 the appointment of a principal designer, please do so?"

23 A. No, I believe it first came out through the email you
24 showed me where Neil Reed sent on an F10.

25 Q. Yes.

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1 A. So Neil Reed was aware of the obligation -- sorry, I've
2 lost your question.

3 Q. My question was whether there was an express
4 conversation in which you pointed out to them that you
5 were expecting them to comply with the contractual
6 obligation as employer's agent to advise you as to the
7 role of principal designer.

8 A. No, there wasn't an express conversation, but the
9 conversation I believe started with the F10 that
10 Neil Reed sent to me in July.

11 Q. Did it occur to you at the time to check the terms of
12 the contract that you had with Artelia just to make sure
13 in your mind that you were entitled to look to them for
14 that advice?

15 A. No, but they were also appointed as CDMC, so I would
16 expect that either of those roles within Artelia could
17 have provided the professional advice required.

18 Q. You have just moved across to CDMC, and I had asked you
19 and you said employer's agent, and my question was
20 focused on employer's agent. Let's take it in stages.

21 A. Apologies.

22 Q. Because you have introduced a new idea.

23 My question one more time: did it occur to you to
24 check the terms of the contract that you had with
25 Artelia to make sure that, in your mind, you were

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1 entitled to look to them for advice? That was in the
2 context of them acting as employer's agent.

3 A. No, I didn't refer to their contract.

4 Q. And what about the parts of the contract which dealt
5 with their obligations as CDMC? Did you look back at
6 the contract to satisfy yourself that they had those
7 obligations under that part of the contract?

8 A. No, I didn't, but again, we had a long-standing
9 contract -- relationship with them, they were managing
10 that contract, and I would be expecting them to make
11 sure that there were no deficiencies.

12 Q. Now, you say in your statement, in the second sentence,
13 that:

14 "The TMO had appointed Artelia as its CDM-C and was
15 entitled to rely on it to advise as to how best to meet
16 its CDM duties."

17 Did you have people within the TMO who were
18 responsible for the TMO's compliance with health and
19 safety law generally?

20 A. Yes.

21 Q. Was that Janice Wray and her team?

22 A. Yes.

23 Q. Did you ask Janice Wray's team in-house what you should
24 do in respect of the Grenfell Tower project to comply
25 with the CDM Regulations as they now came into force in

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1 October 2015?
 2 A. No.
 3 Q. Why is that?
 4 A. Because I had consultants who I felt were competent and
 5 should be advising us as a matter of course.
 6 Q. Right.
 7 Would you agree that any decision about how the TMO
 8 should meet its regulatory obligations was properly, in
 9 the end, a decision for the TMO?
 10 A. We would have to ultimately decide, but upon advice from
 11 those in the best place, yes.
 12 Q. Would you accept that the most that Artelia would do or
 13 were obliged to do was to advise you as to your options,
 14 as they now stood, in the light of the new 2015
 15 regulations?
 16 A. Yes, if they'd provided us with options, that would have
 17 been a way forward.
 18 Q. You say in the last sentence that it -- that's
 19 Artelia -- failed to provide the TMO with any solution
 20 when Rydon, Studio E and Bailey Garner declined to take
 21 on the role, et cetera.
 22 Are you saying there, to be clear, that you thought
 23 at the time that it was Artelia's role/responsibility to
 24 find a solution when the legislation changed?
 25 A. It was their role to advise us as to how we would need

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1 to manage the new regulations.
 2 Q. Yes. I see that's what you thought at the time.
 3 Did you think at the time when you wrote this
 4 statement that Artelia was supposed to fill this
 5 appointment for you?
 6 A. They were supposed to -- I would expect them to advise
 7 us what the options were.
 8 Q. Yes, but not actually to take on the role?
 9 A. Erm ... they might have taken on the role, because, as
 10 I say, I believe some people had, and we've just seen
 11 that JRP's CDMC people were able to.
 12 Q. Yes, but they weren't obliged to take on the role.
 13 A. No, I don't think they were obliged.
 14 Q. I think you're telling us you understood at the time
 15 that they weren't obliged to take on the role.
 16 A. Yeah, they weren't obliged.
 17 Q. And when you go on in the same sentence to say:
 18 "... terminating its own appointment without
 19 ensuring a Principal Designer was in place."
 20 Appointment as what? Can you just clarify?
 21 A. Its own appointment that they were the CDMC.
 22 Q. But the disappearance or the end of the role of CDMC was
 23 as a consequence of the new regulations abrogating that
 24 role, wasn't it, rather than any termination by Artelia?
 25 A. I think they issued an email saying, "We are no longer

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1 CDMC", so they clarified via an email.
 2 Q. Indeed, and they had to do that because the role had
 3 disappeared as a result of the legislation or
 4 regulation, hadn't it?
 5 A. Yes.
 6 Q. So this wasn't a unilateral decision by Artelia to give
 7 up the contractual obligations it had of CDMC.
 8 A. No, it was a formal notification.
 9 Q. Yes, and you understood that at the time, presumably?
 10 A. Yes.
 11 Q. And they weren't, were they, obliged, when their role as
 12 CDMC came to an end, to become a principal designer, as
 13 I think you have accepted?
 14 A. I have, but as I say, at the time it wasn't clear that
 15 they weren't going to, because you appreciate they'd
 16 issued me an F10 naming themselves as principal
 17 designer, which was for the extension of time period.
 18 So it wasn't clear at all whether they were going to
 19 continue.
 20 Q. Do you accept that they were entitled, indeed obliged,
 21 to terminate their appointment or accept the termination
 22 of their appointment as CDMC without being obliged to
 23 ensure that a principal designer was in place?
 24 A. I understand that they formally notified us that their
 25 CDMC appointment had placed -- had ended, but it would

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1 be within their professional gift to actually advise us
 2 how to deal with the appointment going forward.
 3 Q. Yes.
 4 You recall the email I showed you earlier on about
 5 the role of the CDM compliance adviser, do you remember
 6 that?
 7 A. Yes.
 8 Q. We can go back to it if you like. It's the email of
 9 25 September where Simon Cash records the call that you
 10 had with him that day.
 11 A. Yes.
 12 Q. Do you remember that Artelia offered to provide a CDMA
 13 service?
 14 A. Yes.
 15 Q. Did you discuss that role with Simon Cash?
 16 A. I don't remember.
 17 Q. You don't remember?
 18 A. No.
 19 Q. Do you recall why that role wasn't taken up by the TMO?
 20 Or rather why that role wasn't accepted by the TMO as
 21 something that Artelia could perform?
 22 A. Yeah. Sorry, what was that?
 23 Q. Yes, it was a bad question. I will rephrase it.
 24 Do you remember why it was that Artelia didn't take
 25 on the role of CDM compliance adviser to you?

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1 A. I think because at the time that I spoke to Simon Cash,
 2 he mentioned about the scheme -- one option being if the
 3 scheme is fundamentally complete.
 4 Q. Right.
 5 A. So that seemed to be another option. I was probably
 6 a little bit wary at that time, because there had been
 7 a commitment from them earlier to give me a bundle of
 8 papers from the CDMC to whoever it may be taking on the
 9 PD role, and that bundle of papers transpired to be
 10 nothing more than the original tender paperwork.
 11 Q. In the light of the fact that Artelia had offered to
 12 provide the CDMA role to you, and in the light of the
 13 fact that it was really required by the legislation to
 14 give up its CDMC role, I wonder whether, on reflection,
 15 your criticism of Artelia in paragraph 26 is really
 16 justified?
 17 A. Sorry, can you say that again?
 18 Q. Yes.
 19 In light of the fact, as you have accepted, that
 20 Artelia had offered to provide the CDMA role to you,
 21 which you refused, and in light also of the fact that
 22 the termination of their CDMC role was one required by
 23 the legislation, and your acceptance of that, I wonder
 24 in the light of that whether you might accept that your
 25 criticism of Artelia in paragraph 26 of your statement

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1 here is really justified?
 2 A. I think the conversation in which Simon Cash went
 3 through some of those options was very late in the day.
 4 It would have been useful to have had that conversation
 5 probably in the April.
 6 I think many of my comments about the CDMC role do
 7 relate to the fact that it started off obviously at
 8 pre-construction, and I would have liked a little bit
 9 more activity during the scheme or a little bit more
 10 contact, and as I say, I think it is something that many
 11 people do, they ring as a courtesy or whatever. But
 12 I don't think I knew when Keith Bushell, for example,
 13 left their organisation, so I was a little bit sort of
 14 left in the dark as to what they were doing, and felt
 15 that their engagement was not perhaps as rigorous as it
 16 could be.
 17 Q. Can we then to the question of the design being
 18 fundamentally complete, which is a phrase I think you
 19 have used and some of the documents use.
 20 Can we start with {ART00004824/2}, please. This is
 21 an email chain between you and Neil Reed in early
 22 October 2015. On page 2 we can see an email from you,
 23 Ms Williams, to Neil Reed on 1 October 2015. You say:
 24 "Hi
 25 "I was just thinking about a catch up with you too!"

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1 Then you say:
 2 "My top issues are ..."
 3 And you can see, just noting it:
 4 "Rydon resources: I am still not convinced that
 5 Rydon have enough resource to manage the scheme to the
 6 end."
 7 Then at 5:
 8 "CDM Regulations ... As long as the project team
 9 agree the Design is fundamentally complete then we
 10 believe the provisions within the legislation allow
 11 KCTMO to request the Principal Contractor to compile the
 12 H&S File and issue direct without the formal appointment
 13 of a Principal Designer. Can we get this put into the
 14 meeting next week - and check that the team agree the
 15 design is 'fundamentally complete', and get this
 16 minuted?
 17 "I think that is it! Catch up maybe Friday as you
 18 suggest."
 19 Do we take it from that that you knew that a key
 20 duty of the principal designer was to compile the health
 21 and safety file?
 22 A. Yes.
 23 Q. By early October 2015, about a week after hearing about
 24 the principal designer role and discussing it with
 25 Simon Cash, as we can see, you are here making a plan to

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1 ask the principal contractor to compile the health and
 2 safety file; is that right?
 3 A. Yes. I think was I not paraphrasing what Paul Burrows
 4 had told me earlier?
 5 Q. Well, you tell me.
 6 A. I suspect I was getting information from different parts
 7 of Artelia that I was putting together.
 8 Q. Now, in your 20 January 2020 witness statement you say
 9 that it was Simon Cash who used the term "fundamentally
 10 complete". That's paragraph 21 {TMO00853697/5}, if you
 11 need to look at it.
 12 Do you remember that it was his expression?
 13 A. I think he was the person who I was speaking to at the
 14 time, so I -- that's not a phrase I would use, so
 15 I believe it came from him, yes.
 16 Q. I see. Indeed, you can see in paragraph 5 of the email
 17 that you have put the words "fundamentally complete" in
 18 the second occasion you use it in inverted commas. Is
 19 that because it wasn't your phrase but his phrase?
 20 A. Yes, it seemed to me to be a sort of a legalese phrase
 21 to cover it.
 22 Q. A legalese phrase, what do you mean by that?
 23 A. Something that would be recognised at a date saying this
 24 is why this decision was made.
 25 Q. Did you think it was a formal expression that came from

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1 the regulation?

2 A. Possibly, that's ...

3 Q. Did you check?

4 A. No, I didn't check.

5 Q. Right.

6 You also say in that same statement -- and, again,

7 Ms Williams, we can look at it if you like -- that had

8 further design work arisen, you would have undoubtedly

9 referred to Rydon. Is that right?

10 A. Sorry, where are you seeing that?

11 Q. Let's take you to it. If we can go to your

12 20 January 2020 witness statement at {TMO00853697/6},

13 please, and look at paragraph 27. You say there in the

14 third line:

15 "Had further design work arisen in the period

16 between the TMO's appointment as Principal Designer and

17 the completion of the project, this would undoubtedly

18 have been referred to Rydon and the professional team."

19 Do you see that?

20 A. Yes.

21 Q. Now, compiling a health and safety file is a separate

22 issue to signing off new design, isn't it?

23 A. Yes.

24 Q. And at the time of the regulation change, is this right,

25 that the main outstanding task was to compile a health

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1 and safety file?

2 A. Yes.

3 Q. In other words, outside design, the principal designer

4 still had a very significant duty to fulfil with the

5 health and safety file?

6 A. Yes.

7 Q. Do you think you should have paid more attention to who

8 was equipped to fulfil that task, namely compiling the

9 health and safety file?

10 A. At the time I believed we were going to get some good

11 information from our Artelia CDMC which would help with

12 that role.

13 Q. What was the good information that you were expecting?

14 A. They'd early on issued to all parties a document to be

15 completed, and they'd given some guidelines as to what

16 they would expect in that. So I was expecting to see at

17 least that started if not completed.

18 Q. Right. Is that the handover pack?

19 A. I don't know, I never saw it, so ...

20 Q. Oh, I see.

21 A. That's what I'm saying, that they led me to believe they

22 had something to hand over which would have been very

23 useful to the principal designer role, but in fact what

24 was handed over was the information that was delivered

25 pretty much at tender.

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1 Q. Indeed.

2 Well, let's see how we go with this. If you go back

3 to {ART00004824}, which was the email run we were

4 looking at, this is his response to you, from Neil Reed,

5 on 2 October 2015:

6 "Quick sit rep ..."

7 Which I think is situation report; is that right?

8 A. I don't know.

9 Q. "... on the below before we speak later."

10 If you go down to item 5:

11 "CDM. I think this needs to be your call Claire

12 Re i the design sufficiently complete. Re the H&S

13 File - it does leave the question as to who then checks

14 the file and confirms it is compliant. Would you like

15 Artelia to provide a due diligence role in this regard

16 to ensure the file complies with the ER's and the CDM

17 regulations as I think we may be able to provide a CDM

18 Advisor type role as opposed to the PD role."

19 Now, did you read that as an explanation of what

20 a CDM adviser would do for you in these exact

21 circumstances, namely check the health and safety file?

22 A. I think that's the clear explanation of what the role

23 would entail, yes.

24 Q. Exactly. And here we see Mr Reed specifically raising

25 the point that if the TMO took on the role, there would

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1 be a question as to whether the file, as delivered by

2 Rydon, was compliant with legislation; do you accept

3 that?

4 A. Yes, that's what he said.

5 Q. Yes.

6 Now, ultimately, the TMO decided not to appoint

7 a CDM adviser, as we know --

8 A. Yes.

9 Q. -- and you have confirmed. Was the reason that the

10 design was fundamentally complete?

11 A. Yes, I was -- in talking to Simon Cash, one of the

12 options that he said was if it is fundamentally complete

13 and no design decisions are outstanding, the outstanding

14 role would be compilation of the health and safety file.

15 Q. On which, I would suggest to you, it would have been

16 extremely helpful to have a CDM adviser, precisely for

17 the reasons that Mr Reed points out in this email at

18 paragraph 5; no?

19 A. I was expecting to have a starting point on the health

20 and safety file. I wasn't expecting to be given

21 nothing, I was expecting to be given something quite

22 clear which would direct what they would expect in it in

23 terms of the ERs and the CDM Regulations.

24 Q. You see, what I'm really getting at is: although the

25 design may have been fundamentally complete, the health

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1 and safety file work, which was part of the principal
 2 designer's role, needed to be done properly. Here you
 3 have Artelia offering to do that role, but you reject
 4 it. Why did you reject it?
 5 A. I was expecting, when their role terminated, that they
 6 gave me a handover pack which had at least the skeleton
 7 of a health and safety file and some initial information
 8 in it. But, as I say, nothing was forthcoming. So
 9 I was expecting that there would be a starting point
 10 from Artelia.
 11 Q. But a starting point from Artelia wouldn't have been
 12 equivalent to a check, a confirmation of compliance, in
 13 the performance of a due diligence role to make sure
 14 that the TMO, as principal designer, fulfilled its
 15 statutory obligations, would it?
 16 A. It wouldn't be a CDMA role. But, as I say, if I had the
 17 health and safety file that they'd got a way in
 18 preparing, that it was more than just a standard
 19 template, that would have been something that could have
 20 been easily continued with.
 21 Q. Had you ever put together a health and safety file for
 22 the purposes of regulatory compliance on a project?
 23 A. No.
 24 Q. So this was the first time that you had to do it?
 25 A. Yes.

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1 Q. Given that you're being offered here a professional due
 2 diligence role to make sure that you, in this new role,
 3 complied with this new statutory obligation, why didn't
 4 you take them up on the offer?
 5 A. Because, as I say, I thought they'd have given me as
 6 their handover enough information to be able to do it
 7 easily.
 8 Q. So do it yourself?
 9 A. Well, obviously the principal contractor would be
 10 providing most of the information, but in terms of
 11 finalising it, yes.
 12 Q. But what gave you the confidence that you could do it
 13 yourself, as opposed to putting it safely in the hands
 14 of Artelia, who were offering you a professional service
 15 for the purpose?
 16 A. As I say, I thought I was going to get something from
 17 them which was more than just an empty template. I was
 18 expecting to get some information from them in terms of
 19 perhaps it complies with the ERs, it could be
 20 a checklist, it could be something of that sort.
 21 Q. But it wouldn't be advice about compliance, would it?
 22 A. I suspect that they would have more information as to
 23 what compliance would mean, so that I would expect to be
 24 at least in the health and safety file handover I was
 25 expecting.

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1 Q. The truth is, Ms Williams, that you were offered
 2 a golden opportunity to get this right and you turned it
 3 down.
 4 A. We didn't take up the offer of the CDMA.
 5 Q. That's how you put it, but is the answer to my question
 6 yes?
 7 A. You said we'd got it wrong.
 8 Q. Well --
 9 A. I don't know what wrong means.
 10 Q. I said you were offered a golden opportunity to get this
 11 right, and you turned it down.
 12 A. We did not take up the CDM adviser role.
 13 Q. Indeed.
 14 Can we then go to the minutes of the next progress
 15 meeting on 17 November 2015 at {ART00005184}, please.
 16 This is progress meeting 17 of 17 November 2015, as you
 17 can see, and again, Ms Williams, you're there identified
 18 as the third person present on the list on the left.
 19 Neil Reed is the Chair, if you note just below the
 20 bottom of the page.
 21 If we go to page 2 {ART00005184/2} we can see that
 22 the issue of CDM Regulations is picked up at item 2.8.
 23 Can you see that at the bottom of the page?:
 24 "Item 3.2: CDM Regulations 2015 - AM noted the PMN
 25 on previous minutes. Copied here for completeness."

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1 Now, these are those that we saw earlier on,
 2 Ms Williams, do you remember?
 3 A. Yes.
 4 Q. We read it again because it's there:
 5 "PMN: Under the 2015 regulations if the PD
 6 appointment finishes before the end of the works then
 7 the Principal Contractor takes on the PD role. This
 8 means the Principal Contractor puts together the H&S
 9 file for the client. For discussion at the next
 10 progress meeting."
 11 Then we come to the next progress meeting, which is
 12 this meeting, and here we see what's minuted:
 13 "It was agreed that Rydon are not the PD (Principal
 14 Designer) under the CDM Regulations 2015. The TMO as
 15 the client are to undertake this role."
 16 Do you see that?
 17 A. Yes.
 18 Q. Over the page {ART00005184/3} the minute continues:
 19 "It was further agreed that Rydon would be
 20 responsible for collating and presenting the H&S File
 21 information in accordance with the Employer's
 22 Requirements and the PCI and present to the TMO as PD."
 23 Now, the words "present to the TMO as PD", did that
 24 mean that the TMO was to be the principal designer, at
 25 least in name?

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1 A. Yes.
 2 Q. What was your understanding of what Rydon would actually
 3 do?
 4 A. They would have information that would be required --
 5 I think we're calling it the health and safety file
 6 information, but I also think it's the O&M manual. So
 7 they would normally have all the information on ... they
 8 would have the as-built drawings, they would have
 9 information on service runs, that sort of thing, so they
 10 would be presenting it to the TMO to put together. But,
 11 as I say, I think we've called it health and safety file
 12 information. I suspect there's actually health and
 13 safety file and the O&M manual.
 14 Q. Right.
 15 Was there any discussion of what you have just told
 16 us, namely the O&M manual, so the information including
 17 as-built drawings, et cetera, at this meeting?
 18 A. I don't think so, I think this was just the headline.
 19 I don't think we delved any more into what was
 20 contained.
 21 Q. Was there any discussion of any involvement of anybody
 22 else on the project team in assisting Rydon to collate
 23 and present the H&S file?
 24 A. I don't remember there being any.
 25 Q. Can we take a step to the side for the moment and look

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1 at the Approved Code of Practice for the 2015
 2 regulations. This is {HSE00000003}. It's also called
 3 L153. Do you recognise this document?
 4 A. No.
 5 Q. You have never seen it before?
 6 A. I don't remember seeing it before.
 7 Q. I see. Can we look at page 81 {HSE00000003/81}, and
 8 bearing in mind what you have told us, that you hadn't
 9 seen it before, let's see how we go, but let's see the
 10 obligations, or at least the guidance about them.
 11 This is appendix 4, "The health and safety file",
 12 and at paragraph 1 it says:
 13 "This Appendix gives guidance on the preparation,
 14 provision and retention of a health and safety file and
 15 the actions on each dutyholder. Appendix 5 shows how
 16 the health and safety file relates to and influences
 17 other types of information during a construction project
 18 involving more than one contractor."
 19 Then there is a question:
 20 "What is the health and safety file?"
 21 "The health and safety file is defined as a file
 22 appropriate to the characteristics of the project,
 23 containing relevant health and safety information to be
 24 taken into account during any subsequent project. The
 25 file is only required for projects involving more than

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1 one contractor."
 2 Then it tells you what it must contain under
 3 paragraph 3:
 4 "The file must contain information about the current
 5 project likely to be needed to ensure health and safety
 6 during any subsequent work, such as maintenance,
 7 cleaning, refurbishment or demolition. When preparing
 8 the health and safety file, information on the following
 9 should be considered for inclusion ..."
 10 Then there is a long list, (a) to (h), about what
 11 should be in there. We can look at the details if you
 12 like, but if you look at the list, there are matters
 13 such as hazardous materials under (d), and under (h):
 14 "Information and as-built drawings of the building,
 15 its plant and equipment (eg the means of safe access to
 16 and from service voids and fire doors)."
 17 Then 4, first sentence says:
 18 "There should be enough detail to allow the likely
 19 risks to be identified and addressed by those carrying
 20 out the work. However, the level of detail should be
 21 proportionate to the risks."
 22 I know you say you weren't familiar with this
 23 document, but were you familiar with at least these
 24 principles about what the health and safety file was and
 25 what it should contain?

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1 A. Yes.
 2 Q. How did you become familiar with those matters?
 3 A. I had had training, so I suspect it was in some of the
 4 notes I had, as bullet points.
 5 Q. So the training that you had didn't include your having
 6 sight of this document; is that right?
 7 A. It would have been referred to, but I don't think
 8 a trainer would have given out a 81-page document,
 9 so ...
 10 Q. Right.
 11 Did you think at the time that you in particular,
 12 Ms Williams, would be qualified to assess the health and
 13 safety file presented to you by Rydon as compliant with
 14 the regulations?
 15 A. That's why, as I say, I was expecting to get something
 16 from Artelia as CDMC which would have been a guide.
 17 Q. That would have been a guide, but it wouldn't have been
 18 advice on what was actually presented.
 19 A. No, but I think also, bear in mind this project is
 20 different, because we're doing -- part of the building
 21 is new-build, the rest of the building is an existing
 22 building, so this was quite an unusual situation,
 23 because the health and safety file would only -- from
 24 Rydon, would only contain the elements that they'd been
 25 working on.

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1 Q. Going back to my question, I asked you: did you think at
2 the time that you, in particular, would be qualified to
3 assess the health and safety file presented to you by
4 Rydon as compliant? You said you were expecting
5 a guide.

6 My question was actually about your qualifications.
7 Did you think you would be qualified particularly to be
8 able to assess the health and safety file for
9 compliance?

10 A. If I had a guide along these lines, I would expect to be
11 able to manage that, yes.

12 Q. Did you or did anybody else at the TMO consider whether
13 anybody else at the TMO was better qualified to assess
14 the health and safety file for compliance with the
15 regulations?

16 A. I don't think we did, but as I say, this was probably
17 an unusual setting, both in terms of the project and in
18 terms of the change of regulations.

19 Q. How would you know if the file was complete, unless you
20 were qualified either formally or by experience?

21 A. Well, that's why I was saying that I was aware of these
22 bullet points, but I would always -- I was also
23 expecting to get something from Artelia which would have
24 been more informative as to if there was any additional
25 information or any caveats on anything or what they

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1 would want. But, as I say, I think it was an unusual
2 situation. We had the change of regs and we had, as
3 I say, this unusual situation with the building.

4 Q. Did you ever get the guide from Artelia that would have
5 assisted you, you say, in assessing compliance of the
6 health and safety file when produced by Rydon?

7 A. No, as I say, all we got from them in the handover
8 bundle was their document at early stage asking various
9 parties to complete their information. They hadn't
10 actually had that filled in. But I obviously didn't
11 know that at that point. I was expecting something. So
12 what I got from them wasn't actually a guide, but
13 I didn't find that out until after the regulations had
14 changed.

15 Q. Did you ever spell out to them in clear terms, "Well, we
16 don't want a CDM adviser, thank you, but we would like
17 very much, please, a written guide for us so we can tick
18 it off when assessing the question of whether or not the
19 health and safety file compiled by Rydon complied with
20 the regulation"?

21 A. No, I didn't ask them specifically. They probably would
22 have referred me to this documentation.

23 Q. Well, whether they probably would have or probably
24 wouldn't have done, I take it you didn't --

25 A. I didn't ask that specific question.

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1 Q. No, so why is that?

2 A. Because I think they were very clear about their roles.
3 We've seen several emails the last few days about what
4 they will do and what they won't do within their role.
5 But they were a little bit, in my view, slow off the
6 mark to inform us as how to manage the PD role with the
7 change of regulations. I didn't have any reason to
8 think that a conversation of that sort would be
9 fruitful.

10 Q. Did there come a time when you ever asked yourself,
11 "I wonder where the helpful guide for the health and
12 safety file has got to"?

13 A. I did. I think I chased Andrew Malcolm, because I think
14 there was reference a couple of times when I think
15 eventually I met Paul Burrows, he said, "Oh, yes, I'll
16 get across to you what we've got". Great. But then, as
17 I say, it transpired not to be of any substance in terms
18 of taking the scheme forward. It seemed to have stopped
19 pretty much at tender stage.

20 Q. At what point did it appear to you to lack the substance
21 you were expecting?

22 A. When I saw it, or when I saw what Paul had at -- when
23 I'd asked the question. Because, as I say, there had
24 been earlier, "Oh, we'll pass you what we've got, that's
25 fine", so I was expecting something that I didn't get.

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1 Q. When was that?

2 A. I don't remember. Obviously we've looked at
3 conversations July/September time, haven't we, so --

4 Q. At that point, do you remember feeling disappointing and
5 thinking, "This isn't what I was expecting, I need
6 more"?

7 A. Yes, I was led to believe it was a handover bundle.
8 I was expecting something more substantial.

9 Q. When you saw it wasn't as substantial as you were
10 expecting, did you ask Artelia for the substance that
11 you were expecting?

12 A. I think I would have said to them verbally. I don't
13 know that I followed it up, because by that point they
14 notified that they were terminating their appointment.
15 I think they were feeling that that area of their work
16 was complete.

17 SIR MARTIN MOORE-BICK: Did it occur to you, perhaps, to go
18 back to them and say, "Well, after all we'd like you to
19 be our CDM adviser"?

20 A. No, I think perhaps by then my confidence was a little
21 bit iffy, but no, we didn't go back to them and ask
22 them.

23 MR MILLETT: Can we go to ART -- Mr Chairman, I'm sorry, you
24 may have had a further question.

25 SIR MARTIN MOORE-BICK: No, I'm sorry, I asked my question.

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1 MR MILLETT: That's fine.
 2 Can we go to {ART00009364}, please. This is
 3 an email from Paul Burrows to you on 9 November 2015,
 4 and it says in the subject line, do you see, "CDM
 5 Advisor"?
 6 A. Yes.
 7 Q. "Dear Claire,
 8 "Further to our discussion on Friday and the
 9 handover of CDM information for the Grenfell project,
 10 I can confirm that there is no legal requirement for
 11 a CDM advisor."
 12 Just pausing there, do you remember the discussion
 13 on the Friday, presumably the previous Friday, that he
 14 was referring to there?
 15 A. No, I don't remember it.
 16 Q. Do you remember the handover of CDM information for the
 17 Grenfell Tower project that he's referring to there?
 18 A. I don't remember whether he just emailed me the bits and
 19 pieces he had.
 20 Q. I'm not suggesting that there was a face-to-face
 21 meeting.
 22 A. Yeah.
 23 Q. But he refers to a discussion, and he refers to
 24 a handover. You can't recall the discussion. What can
 25 you tell us about the handover?

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1 A. No, that's the point at which I believe he just sent me
 2 the stuff that had been on the table since tender.
 3 Q. I see. So at this point you had had the handover of CDM
 4 information that you were expecting from Artelia.
 5 A. Yeah.
 6 Q. And then he goes on to say:
 7 "There is no legal requirement for a CDM advisor."
 8 And he confirms that that is the case.
 9 A. Yes.
 10 Q. Was he confirming to you that that was the case because
 11 you had asked him the question?
 12 A. I would expect -- I would read it so, yes.
 13 Q. Why were you interested to know whether there was
 14 a legal requirement for a CDM adviser?
 15 A. I know that they had offered that, but again, I wasn't
 16 clear on the status of that, and he's obviously said
 17 there's no legal requirement.
 18 Q. Did you ask him the question because the fact that there
 19 might have been a legal requirement might have made
 20 a difference to whether or not the TMO decided to
 21 appoint a CDM adviser?
 22 A. I asked him because, as I say, I wasn't familiar enough
 23 with the regulations whether a CDMA was in lieu of
 24 another role or whether it was a statutory position. So
 25 it was clarification to make sure I understood that

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1 there was no appointment we needed to make legally and
 2 to get some advice.
 3 Q. It looks, on the basis of what you have said so far
 4 about the discussions between September and now, that
 5 you had been offered the CDM adviser role, had turned it
 6 down because design was fundamentally complete, but were
 7 now asking whether there was a legal requirement to have
 8 one.
 9 Do we take from that that you didn't want to have
 10 one unless you were required to by law?
 11 A. I think we -- I was trying to understand the regulations
 12 more. We were in an unusual situation, I felt, because
 13 our project went -- it crossed over between the old and
 14 the new regs, and so I was just trying to understand and
 15 get advice from him as to what it was. I see he's put
 16 here in the penultimate paragraph that a number of
 17 people do use a CDM adviser role.
 18 So he's just giving me more background information
 19 but, as he said, there is no legal requirement.
 20 Q. I know all that, but I'm just trying to pin you down, if
 21 I may, on precisely what it was that drove you to ask
 22 the question, "Is there a legal requirement?", which he
 23 is answering. I'm suggesting to you that what was
 24 driving it was the decision you had already made not to
 25 have one but you were concerned that, by not having one,

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1 you might infringe the regulation.
 2 A. Yeah, I wouldn't want to infringe the regulations, and
 3 I don't remember talking to Simon Cash about whether it
 4 was a statutory role or not, so obviously he's just
 5 filled the gap.
 6 Q. Do we take from that, in short -- it's a simple point --
 7 you didn't want one unless you had to have one?
 8 A. I think if I knew whether we needed one or not, that
 9 would then inform the decision.
 10 Q. Thank you.
 11 Then we go on with the rest of the email. He lists
 12 below where we've just been looking at the five duty
 13 holders there, and then goes on to say:
 14 "A number of local Authorities and private
 15 organisations are utilising a 'CDM Advisor' role, to
 16 ensure that either they, or organisations they have
 17 appointed, are working in compliance with the
 18 Regulations, but I can confirm that there is no legal
 19 requirement for this.
 20 "If at any point in time you feel a service such as
 21 this would be of benefit to KCTMO, please contact me as
 22 this is something we can provide, but stress that there
 23 is no legal requirement."
 24 Now, at this point you have had the handover of the
 25 CDM information. Did you consider whether it was

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1 adequate for you to perform the role of principal
 2 designer in relation to the health and safety file that
 3 you have told us you understood looking at the code of
 4 practice we looked at?
 5 A. So, as you say, I've seen the information he provided on
 6 the CDM which, as I say, was limited, and I was looking
 7 at whether a CDMA post was required.
 8 Sorry, will you go and ask me your question again?
 9 I'm just trying to absorb the information.
 10 Q. Yes, of course. At this point, the CDM information has
 11 been handed over to you. You told us you were expecting
 12 a guide which would enable you to check compliance of
 13 what was ultimately handed to Rydon. I'm assuming that
 14 after this email or at the time of this email you
 15 studied the CDM information that you had got from
 16 Artelia.
 17 A. Yeah.
 18 Q. Yes?
 19 A. Yes.
 20 Q. Did you form a view at that stage whether it was
 21 adequate to assist you in assessing whether or not Rydon
 22 were going to comply?
 23 A. That's many questions, many parts.
 24 So at the moment you're saying I've got the CDM
 25 information from them, which I am saying was very

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1 limited, you're asking me whether Rydon were going to
 2 comply. That's a slightly different question.
 3 Q. No, no, let's break it down.
 4 The email comes on 9 November. It refers to
 5 a handover of CDM information. Did you look at that CDM
 6 information?
 7 A. Yes.
 8 Q. Did it satisfy you that it was sufficient to enable you
 9 to assess whether, when Rydon produced the health and
 10 safety file, it would comply with the regulations?
 11 A. I cannot at this stage say what Rydon are going to hand
 12 me to comply with the regulations. I can see that I've
 13 got limited CDM information from Artelia, but I don't
 14 know what Rydon are going to deliver to me, so I can't
 15 tell -- sorry, it's just the way the question was
 16 phrased. I think you're asking me if I'm going to be
 17 able to tell what Rydon hand me will comply. Well, at
 18 that stage I don't know that I'd actually thought what
 19 Rydon were going to hand me.
 20 Q. No, I'm quite sure that that's the case, Ms Williams,
 21 and it may be my fault, but trying to encapsulate the
 22 evidence you gave us earlier this afternoon, you refused
 23 the CDM adviser role because you were going to get
 24 a guide --
 25 A. Yes.

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1 Q. -- from Artelia that would help you assess whether
 2 Rydon, when it came to produce a health and safety file,
 3 had complied with the regulations. Now, that's what
 4 I understood by your evidence earlier.
 5 A. Right.
 6 Q. Am I wrong about that?
 7 A. Whether the information Rydon gave me would comply with
 8 the regulations? Yes, no, sorry, I'm just trying to
 9 understand your question, because --
 10 Q. Let me try it a totally different way.
 11 I had understood your evidence so far this afternoon
 12 that what Artelia were going to give you was a roadmap.
 13 A. Yes.
 14 Q. A guide so that you could hold it in your hand --
 15 A. Yes.
 16 Q. -- and then tick off the boxes to make sure that, when
 17 Rydon did produce the health and safety file, you could
 18 satisfy yourselves that they were compliant; yes?
 19 A. Yes. As you say, I expected a roadmap, partially
 20 completed, to give me guidance, yes.
 21 Q. When you got the handover of CDM information to which
 22 this email refers on the Friday before 9 November 2015,
 23 was that the roadmap you were expecting?
 24 A. No, it didn't have enough information in it.
 25 Q. Did you then go back to Paul Burrows and say, "Your

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1 handover of CDM information is inadequate and
 2 insufficient for me to be able to perform the PD role,
 3 can you do better?"
 4 A. No.
 5 Q. Why not?
 6 A. Because I thought it had been a struggle with them so
 7 far and I wasn't clear that I was going to get much
 8 further.
 9 Q. Did you ever ask Artelia to do better and produce the
 10 roadmap that you expected from them?
 11 A. I think I had conversations that I was unhappy with
 12 their performance on this element of work.
 13 Q. Does that tell us that you never got the roadmap you
 14 were after and were therefore completely unequipped to
 15 be able to assess what Rydon eventually produced to
 16 ensure that it complied with or enabled you to comply
 17 with the CDM Regulations 2015?
 18 A. What I did have was a template, I had somebody from
 19 Rydon compiling the health and safety file, but can
 20 I point out: the issue with our building was that we had
 21 an existing part of the building that Rydon were not
 22 involved with. They were not involved with water tanks
 23 in the roof, they were not involved with several ... let
 24 me just think.
 25 There was areas of the building that were existing,

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1 so whatever Rydon provided would only be partial
 2 information in terms of the health and safety file ,
 3 because Rydon, for example, wouldn't know about our
 4 emergency lighting testing , which was done as
 5 a servicing contract on the building . That wasn't in
 6 their remit . So Rydon were never going to provide
 7 complete information for that health and safety file .
 8 I think that's quite important to mention, because
 9 the building contract, as I say, only covered elements
 10 of the building, it didn't cover the whole building . So
 11 Rydon could never give total information for the health
 12 and safety file because they were only involved with
 13 certain areas .
 14 Q. Right, so --
 15 A. That's possibly a complication, but I think that's quite
 16 important to understand .
 17 Q. Well, where would the information come from to enable
 18 you to be able to have a complete health and safety
 19 file ?
 20 A. That would be held on TMO systems, like Keystone we've
 21 talked about, where there would be information, say, on
 22 asbestos, because Rydon only did asbestos removals in
 23 flats where they had to where they were working on, say,
 24 the new heating system or something of that sort . So
 25 the TMO were still doing asbestos removals in other

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1 flats . Say we found an empty -- a void, somebody moved
 2 out, new person moved in, we would have had an asbestos
 3 check done at that point . That would never have been in
 4 Rydon's health and safety file because it was
 5 TMO-commissioned .
 6 Q. So when Rydon took on the role of compiling the health
 7 and safety file , did you understand that they would be
 8 taking on a role in relation to parts of the building
 9 with which they had had absolutely no relationship ?
 10 A. They could only do the health and safety file on areas
 11 of the building that they were contractually involved
 12 with . Say, for example, they didn't touch the water
 13 tanks in the loft , they didn't do anything to the lift
 14 motor, which the TMO would have had serviced as part of
 15 the ongoing maintenance contracts .
 16 Q. So when you instructed Rydon to produce the health and
 17 safety file , that was a limited instruction , was it ,
 18 only in relation to the matters --
 19 A. Yes .
 20 Q. -- concerning the project in respect of which they were
 21 the contractor ?
 22 A. Exactly .
 23 Q. And the rest of the health and safety file would have
 24 come from the TMO, would it ?
 25 A. Yes, that's it .

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1 Q. Right .
 2 Now, looking at the contents of the health and
 3 safety file itself , what involvement did you have in the
 4 compilation of it ?
 5 A. What happened was that Rydon employed a company to
 6 collate their information, and I met with the chap,
 7 Steve, and he gave me a framework of what he was going
 8 to produce, and so basically I waited for him to fulfil
 9 what he had said he was going to do .
 10 SIR MARTIN MOORE-BICK: Mr Millett, have we finished with
 11 the document currently on the screen ?
 12 MR MILLETT: Well, I'm not ... possibly . I think now not,
 13 because there may be a question you have .
 14 SIR MARTIN MOORE-BICK: Well, I have already asked it once,
 15 but I asked it in ignorance of this document .
 16 MR MILLETT: Yes .
 17 SIR MARTIN MOORE-BICK: The question to which I would
 18 welcome an answer, and Ms Williams' assistance, is this :
 19 you had received, by the time this email was received,
 20 the pack from Artelia which did not contain all the
 21 information that you were hoping to receive to enable
 22 you to compile or oversee the compilation of the health
 23 and safety file .
 24 A. Yes .
 25 SIR MARTIN MOORE-BICK: You were told that it wasn't a legal

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1 requirement to have a CDM adviser .
 2 A. Yes .
 3 SIR MARTIN MOORE-BICK: But, as we can see from the last two
 4 paragraphs, it was made clear to you that a lot of local
 5 authorities and other organisations were using a CDM
 6 adviser to ensure that they were working in compliance
 7 with the regulations and, from your point of view, that
 8 might have been particularly important if Rydon weren't
 9 able to provide you with all the material required for
 10 the health and safety file as you have just explained .
 11 A. Yes .
 12 SIR MARTIN MOORE-BICK: They then go on to say if you would
 13 like to have the benefit of that service, Artelia would
 14 be pleased to provide it .
 15 A. Yes .
 16 SIR MARTIN MOORE-BICK: Why did you not at that stage ask
 17 them to provide it ?
 18 A. As I say, I think by that point I'd probably lost a bit
 19 of confidence in their service . That would be the main
 20 reason .
 21 SIR MARTIN MOORE-BICK: All right . Thank you .
 22 MR MILLETT: Right .
 23 Well, I was going to come back to --
 24 SIR MARTIN MOORE-BICK: I'm sorry if I have stolen your next
 25 question or three, but ...

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1 MR MILLETT: No, it's okay.
 2 In the light of what you have just said about Rydon
 3 only having a partial familiarity with the matters that
 4 would go into the health and safety file, and now
 5 looking back at this document, particularly in the
 6 penultimate paragraph and the last paragraph, given that
 7 it was to be a patchwork document compiled from
 8 different sources, wasn't it particularly important for
 9 the TMO to have somebody look at the whole thing, such
 10 as Artelia providing the services of a CDMA, to make
 11 sure that it all complied with the regulations?
 12 A. The thing about a health and safety file is it's a live
 13 document. It's not something you put to one side and
 14 think, "Oh, I won't look at that for ten years". It's
 15 a document that gets updated. We've talked about it
 16 containing elements of where the service runs are, about
 17 hazards, about cleaning materials, things like that.
 18 Those will change. They will change annually, they
 19 could change six-monthly in some areas of the building.
 20 So what you're looking at now as a health and safety
 21 file will be given in six months' time, in a year's
 22 time, because the building will have had, say, areas
 23 rewired, it will have had more asbestos taken out of it.
 24 So it's not something that's set in stone. It's
 25 something that, as I say, is updated as works are done

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1 to the building.
 2 So having a CDM adviser look at it would not help in
 3 that area, because, as I say, it's a live document, it's
 4 something you change as you do different works on the
 5 building. So it's ... and that's why, as I say, the TMO
 6 for example would keep stuff on a database because then
 7 you can update it. It's not something you would print
 8 off. It would be a massive document.
 9 Q. I can understand that it's a document that requires
 10 updating from time to time, but given that it was
 11 a document, a file, namely a single collection of
 12 material that Rydon would collate and present, why not
 13 have the CDM adviser assess that document which existed
 14 at that particular moment in time?
 15 A. Because it would be partial in terms of the Rydon
 16 information, and it doesn't mean that they would look at
 17 the whole of the building, which is what -- the health
 18 and safety file would need to cover the whole of the
 19 building. So getting them to look at part of the
 20 information, which would be potentially changing, that
 21 doesn't seem to me to be a valuable option.
 22 Q. Did you understand precisely what it was that had to be
 23 compiled at the end of the refurbishment project by way
 24 of the health and safety file?
 25 A. Using the bullet points we saw before as a checklist,

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1 that was what I would expect to be in the health and
 2 safety file, yes.
 3 Q. Therefore, what was the problem with getting
 4 a CDM adviser to look at the document which was supposed
 5 to contain all the bullet points at that point and
 6 advise you whether it met the obligations under the
 7 regulations?
 8 A. But the Rydon information on its own would probably not
 9 meet the regulations because it was so partial. I would
 10 expect the health and safety file to cover the whole
 11 building, not just the lower ground floors, for example.
 12 Q. We're going round in circles a bit here, but I'm going
 13 to ask it one more time: having got the health and
 14 safety file which contains the Rydon bit and the rest of
 15 the building bit as a single document, given the fact
 16 that it was a patchwork, why couldn't you ask the
 17 CDM adviser to look at it and advise you whether that
 18 file, including Rydon's part, complied?
 19 A. Yes, I'm sure they could do it, but my suspicion would
 20 be that they would use the checklist we've just seen,
 21 the bullet point checklist, but also there would be
 22 a lot of information from within the TMO that would take
 23 a reasonable amount of time to collate. It would be
 24 something more -- sort of a policy-type role as to
 25 whether the information we held on our TMO database was

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1 appropriate for the health and safety file, I think.
 2 Q. Did anybody at the TMO turn their minds to what was
 3 needed from the non-Rydon part of the health and safety
 4 file to make sure that all that information was collated
 5 and given to the person collating the file as a whole?
 6 A. No, we never looked at putting the two parts together,
 7 to my knowledge.
 8 Q. Right. So does that tell us that you never looked at
 9 putting together a single, complete health and safety
 10 file?
 11 A. No, we didn't, because, as I say, the health and safety
 12 file is a ... something that would be updated, even from
 13 one month to the next. We may have done more asbestos
 14 work in the existing occupied parts of the building.
 15 Q. Right.
 16 Just focusing on the Rydon part, then, David Hughes
 17 of Rydon told us that he had had meetings with
 18 an organisation called All Group Holdings in respect of
 19 the health and safety file. Were you at those meetings?
 20 A. No, but that was the chap, Steve, I met came from that
 21 company.
 22 Q. Yes, but were you at those meetings?
 23 A. Not with Dave, I don't think, no.
 24 Q. With anybody at All Group Holdings? Did you ever have
 25 a meeting with All Group Holdings?

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1 A. Yes, I met Steve, I think, two or three times.
 2 Q. Did you monitor the gathering of the information for the
 3 health and safety file, or at least that part of it for
 4 which Rydon was responsible?
 5 A. There was -- All Good(sic) were -- I think this is what
 6 their role was, they did this day in day out, they did
 7 do health and safety files. They had a number of
 8 headings, and so they were due to complete or get from
 9 Rydon all the paperwork within those headings. So that
 10 was what I was looking at initially.
 11 Q. What steps did you take to satisfy yourself that the
 12 health and safety file, when it was presented to you,
 13 was a complete file?
 14 A. I believe that we had several interim -- I know we had
 15 several interim meetings where I was asking, "Where is
 16 this? Where is that?" And essentially I was just
 17 making sure that everything that Rydon had would be what
 18 would be in a health and safety file. So when you say
 19 monitoring, I was checking against the headings I had.
 20 Q. Which you weren't satisfied with?
 21 A. There were gaps and I think there was quite a bit of
 22 toing and froing.
 23 Q. Now, do you know that the Inquiry has two different
 24 versions of the health and safety file: one from Rydon
 25 and one from the TMO? Did you know that?

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1 A. No.
 2 Q. The Rydon version has a section 4, health and safety
 3 file, but that section contains no information; whereas
 4 the TMO version contains an index which we're going to
 5 look at in a moment. Did you know that?
 6 A. No.
 7 Q. Would I be right in thinking that the one that the TMO
 8 has disclosed to the Inquiry would be the one that you
 9 would have considered to have been the final and
 10 complete health and safety file?
 11 A. I don't know, I haven't seen them, so ...
 12 Q. Let's look at it, it's {TMO10013708}. This is the
 13 contents page of the health and safety file. It's
 14 page 1, and it is indeed an introduction, record of
 15 issue, and you can see that.
 16 A. Yes.
 17 Q. It lists a whole load of contents. Is this familiar to
 18 you?
 19 A. Yes, I've seen this.
 20 Q. You can see that it's built of cross-references to the
 21 building manual. Do you see? For example, under
 22 "Architectural Design", B1:
 23 "Architects As built Drawings
 24 "Please refer to the Drawings located in the
 25 Building Manual - Part 2 ...

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1 "PCI Information
 2 "Please refer to the information located in the
 3 Building Manual ..."
 4 And so on and so forth down the page. Do you see
 5 that?
 6 A. Yes.
 7 Q. Let's just look at that. If you look at B1 -- let's try
 8 that one -- you can see that it says:
 9 "Please refer to the Drawings located in the
 10 Building Manual - Part 2 - Section 2.1.2.2."
 11 If we look at that, that's at {TMOM00000001/2}, we
 12 can see the contents page of that. If we go to page 9
 13 {TMOM00000001/9} in that document, we can see that there
 14 is a 2.1.2, and a 2.1.2.1, demolition drawings, but no
 15 section 2.1.2.2.
 16 Can you explain?
 17 A. No.
 18 Q. Can you explain why the references in the health and
 19 safety file are to the building manual?
 20 A. No.
 21 Q. Did you check this at all?
 22 A. I did.
 23 Q. Did you check it thoroughly?
 24 A. I checked it and there were deficiencies.
 25 Q. Well, is this one of the deficiencies you identified?

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1 A. Yes.
 2 Q. What did you do about that?
 3 A. Went back to Steve to point that out.
 4 Q. What did he do about it?
 5 A. He did add in more information, but I don't know if this
 6 is the final one.
 7 Q. Well, this is the only one we've got disclosed by the
 8 TMO.
 9 A. Okay.
 10 Q. Can you explain why it doesn't have the information that
 11 you say you went back to Steve and asked for and he gave
 12 you?
 13 A. No.
 14 Q. Did you really see this through, this job?
 15 A. Yes, I did.
 16 Q. Can you explain how, having seen it through and got the
 17 information, the document lacks the detail I've just
 18 been identifying?
 19 A. I think that Steve went back to Rydon, and I don't know
 20 whether he got all the drawings that he'd asked for. It
 21 looks as though he didn't.
 22 MR MILLETT: Mr Chairman, I have about two or three more
 23 questions on this topic, and then one final short topic.
 24 Can I continue on this topic?
 25 SIR MARTIN MOORE-BICK: Yes, I think the witness ought to

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1 have a break before too long. How long do you think it
 2 might take you?
 3 MR MILLETT: Five minutes to finish this topic, and then
 4 maybe ten minutes on the next topic.
 5 SIR MARTIN MOORE-BICK: Shall we finish this topic and then
 6 perhaps have a break?
 7 MR MILLETT: Yes.
 8 SIR MARTIN MOORE-BICK: Is that all right, Ms Williams?
 9 THE WITNESS: Yes, that's fine, thank you.
 10 MR MILLETT: Can we go to {ART00005362}, please. This is
 11 the set of progress meeting minutes number 20 on
 12 23 February 2016, and you are the third attendee down,
 13 as we can see. If we can go to page 4 {ART00005362/4},
 14 please, I would like to go to item 2.20. You can see
 15 next to item 3.10.2, "Fire Compartmentation - action
 16 update", it says:
 17 "SB met with Carl Stokes (TMO Fire Risk Assessor) -
 18 advised Rydon not to introduce or alter any further fire
 19 protection works and nothing further is to be progressed
 20 other than the remedial works required of the CoW in
 21 relation to Rydon's own works.
 22 "CW to liaise with Carl and confirm that this is
 23 indeed the case.
 24 "Carl Stokes will produce a report in the form of
 25 the Fire Risk Assessment identifying any shortfalls

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1 which will be submitted to CW on or near completion.
 2 "NR requested that this be included in the H&S File
 3 (CDM) on Completion as formal recognition of a fire risk
 4 shortfall and potential 'residual risk' arising from the
 5 building in its previous form."
 6 Was the health and safety file updated to include
 7 any such report, Ms Williams?
 8 A. I don't even know what that topic is, so I'm not sure.
 9 Q. Well, you were at the meeting, as we've just
 10 established.
 11 A. Yeah, no, it doesn't actually specify anything, does it?
 12 It says "introduce ... any further fire protection
 13 works". I'm not clear what that's to, where that is in
 14 the building.
 15 Q. This is an action update, item 2.20, "Fire
 16 Compartmentation - action update", and you were the
 17 person who was going to action this, and then SB is
 18 going to be actioning the inclusion in the health and
 19 safety file. Is SB the Steve you're talking about?
 20 A. No, that would be Steve Blake, I assume, that would be
 21 Rydon.
 22 Q. Steve Blake, right, very good.
 23 So these are two action points. What was the
 24 discussion that you can recall about the fire risk
 25 assessment which identified shortfalls to be submitted

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1 to you then being included in the health and safety
 2 file? Do you remember a discussion about that?
 3 A. I don't remember what this is about. If there is any
 4 information which will give me a clue, it would be
 5 useful.
 6 Q. Well, you have no memory of this meeting, I think, and
 7 you can't assist us on its record?
 8 A. I don't remember this particular area and, because it's
 9 not specifying where it is or what it's about,
 10 I'm afraid it doesn't ring any bells.
 11 Q. Right.
 12 Well, did the health and safety file in its complete
 13 form include, on completion, a report from Carl Stokes
 14 recognising a fire risk shortfall and potential residual
 15 risk arising from the building in its previous form?
 16 A. There would have been a fire risk assessment with it,
 17 but I'm not sure what this particular bullet point is
 18 about, because it says that I'm going to confirm that
 19 this is indeed the case. So it's not quite clear to me
 20 whether the point as raised is closed out.
 21 Q. Well, taking it in stages, did you liaise with
 22 Carl Stokes to confirm that Rydon was not to introduce
 23 or alter any further fire protection works, et cetera?
 24 A. I don't remember. If I knew what element of the
 25 building you were talking about, then I would be better

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1 able to answer, but --
 2 Q. Ms Williams, I'm just asking you about this minute.
 3 I wasn't there and you were at this meeting, and I'm
 4 just asking you what it all means, you see, because this
 5 is a written record at the time of a meeting you were
 6 at, and I was not there, so I can't help you with that.
 7 But it sounds to me as if you simply can't help me at
 8 all with the contents of this minute?
 9 A. I don't remember what area of the building it's talking
 10 about, whether Carl did confirm it was the case and,
 11 therefore, whether there was anything in the health and
 12 safety file.
 13 MR MILLETT: Right.
 14 Mr Chairman, is that a convenient moment?
 15 SIR MARTIN MOORE-BICK: Yes, I think it is.
 16 Just for everyone's benefit, can you give us any
 17 rough idea of how much longer you will need? Not that
 18 it matters, it's just that --
 19 MR MILLETT: I have one short topic to cover, then I have
 20 a miscellany of follow-up points from last night and
 21 this morning which are about ten minutes.
 22 SIR MARTIN MOORE-BICK: Right.
 23 MR MILLETT: So I would think probably another 20 to
 24 25 minutes on prepared questions, and then there may
 25 be --

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1 SIR MARTIN MOORE-BICK: Then we have the usual --
 2 MR MILLETT: -- the usual 30-minute -- yes.
 3 SIR MARTIN MOORE-BICK: All right. Thank you very much.
 4 Well, we are going to have a short break now,
 5 Ms Williams. We will come back at 3.35, please.
 6 Again, please don't talk to anyone about your
 7 evidence or anything to do with it while you're away,
 8 all right?
 9 THE WITNESS: Thank you.
 10 SIR MARTIN MOORE-BICK: Thank you very much.
 11 (Pause)
 12 Thank you, 3.35.
 13 (3.21 pm)
 14 (A short break)
 15 (3.35 pm)
 16 SIR MARTIN MOORE-BICK: Right, Ms Williams, ready to go on?
 17 THE WITNESS: Thank you.
 18 SIR MARTIN MOORE-BICK: Thank you very much.
 19 Yes, Mr Millett.
 20 MR MILLETT: Thank you, Mr Chairman.
 21 Ms Williams, one more topic and then some follow-up
 22 topics.
 23 Regulation 38. Can we go to your 20 January
 24 statement, please, at page 13 {TMO00853697/13},
 25 paragraphs 61 and 62, please. At 61 you say:

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1 "61. I am aware that Regulation 38 of the Building
 2 Regulation requires that where building work involves
 3 the erection or extension of a relevant building, fire
 4 safety information shall be given by the person carrying
 5 out the work to the responsible person at the completion
 6 of the project.
 7 "62. My memory in relation to this aspect of the
 8 Project is limited however I do recall it being
 9 discussed that Regulation 38 may not apply to the
 10 refurbishment works undertaken. My recollection was
 11 that we were advised that this was because the works
 12 only related to certain parts of the building and
 13 specific works but were not an erection or extension.
 14 In any event I was told that everything that needed to
 15 be passed to the TMO was passed by Rydon on the memory
 16 stick referred to earlier as part of the O&M Manual."
 17 Now, aside from any advice, I think you accept there
 18 that you knew at the time of regulation 38 of the
 19 Building Regulations?
 20 A. I knew what it says there, yes.
 21 Q. Did you know, therefore, that in particular fire safety
 22 information was to be provided to the responsible
 23 person?
 24 A. Yes.
 25 Q. Did you realise that the TMO was a duty holder as

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1 a responsible person?
 2 A. I would assume so, yes.
 3 Q. Did you realise that those were entirely separate duties
 4 from those under the CDM Regulations?
 5 A. Yes.
 6 Q. So separate duties to those to provide a health and
 7 safety file?
 8 A. Yes.
 9 Q. You seem to be under the impression that this was not
 10 a project to which regulation 38 applied; is that right?
 11 A. I've said there was discussion within the TMO office as
 12 to whether it did apply, but I generally think we were
 13 going to put all the fire safety information we had into
 14 the health and safety file anyway.
 15 Q. Did anybody advise you that regulation 38 did not apply
 16 to this refurbishment?
 17 A. No.
 18 Q. Can we go to {RYD00094315}, please. The first page,
 19 that's DH/5, so David Hughes' exhibit number 5, and the
 20 first substantive page of this is here at page 2
 21 {RYD00094315/2}. This is a fire risk assessment,
 22 "Record of significant findings", by Carl Stokes, and
 23 it's dated 26 April 2016. I think we looked at this
 24 earlier in your evidence.
 25 Can we go to page 3 {RYD00094315/3} of this

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1 document. This is a set of the items and hazards. If
 2 you look at the item with no item number, but high
 3 priority, in other words the first item there -- do you
 4 see?
 5 A. Yes.
 6 Q. It says:
 7 "When the construction/refurbishment work is
 8 completed on the building all information as required by
 9 the Building Regulations [and this is in bold] must be
 10 handed over to the TMO by the contractors before they
 11 hand over the areas now under their control."
 12 Do you see that?
 13 If you look in the next column along on the right
 14 under item 2, it says:
 15 "Documentation must include ..."
 16 Then item 2:
 17 "All the Regulation 38 information as required by
 18 the Building Regulations."
 19 Can you explain how you thought that regulation did
 20 not apply when we can see here that Carl Stokes notes
 21 that compiling regulation 38 information was
 22 a significant action to be undertaken by the TMO?
 23 A. As I say, there was discussion within the office as to
 24 whether it did apply. I don't think we ever reached
 25 a solution as to whether it did or not, but it would be

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1 good practice to assume it did.
 2 Q. Well, your FRA, Carl Stokes, is telling you, isn't he,
 3 here that documentation to be handed over to the TMO by
 4 the contractors must include all the regulation 38
 5 information? Did you understand that?
 6 A. Yes, yes, and, as I say, we would have erred on the safe
 7 side and assumed it did apply.
 8 Q. I see, so you say you assumed it did apply.
 9 And then "By whom", it says:
 10 "Claire W.
 11 "O&M manual in preparation."
 12 What does that tell us?
 13 A. That I am responsible for actioning that point, and
 14 there are comments there in relation to the
 15 documentation that is asked for.
 16 Q. What did you do to ensure that all the regulation 38
 17 information was collated and then handed over to the TMO
 18 by the contractors?
 19 A. As it says, that the O&M manual -- so quite often the
 20 two terms were used interchangeably, but the O&M manual
 21 and the health and safety file, it says, are in
 22 preparation. So it was work in progress.
 23 Q. Was it your view that the O&M manual would constitute
 24 all regulation 38 information required by the
 25 Building Regulations?

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1 A. Probably not, because the O&M manual has a slightly
 2 different emphasis.
 3 Q. Well, that was what I was going to put to you. You
 4 accept that.
 5 Given that, what were you going to do to make sure
 6 that the regulation 38 information required by the
 7 Building Regulations was provided to the TMO over and
 8 above what was in the O&M manual?
 9 A. It would be looking at what information Rydon had
 10 produced in terms of fire safety and putting it into the
 11 health and safety file.
 12 Q. At paragraph 62 of your 20 January statement, as we've
 13 seen, you say you were told that everything that needed
 14 to be passed to the TMO was passed by Rydon on the
 15 memory stick.
 16 Did you understand at the time that there was or was
 17 to be a memory stick given by Rydon to the TMO which
 18 contained all the regulation 38 information required by
 19 the Building Regulations?
 20 A. Yes, it could have been by other media, but the memory
 21 stick was what I was told I would get, yes.
 22 Q. Did you receive the memory stick?
 23 A. I did.
 24 Q. Did you open the memory stick?
 25 A. I did.

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1 Q. Did you check that it had all the material which was
 2 required under regulation 38 of the
 3 Building Regulations?
 4 A. I think the memory stick went back a couple of times
 5 where there were clearly gaps in it.
 6 Q. Sorry. Did you open the memory stick? You did.
 7 A. I did, yes.
 8 Q. Did you check that it had all the material which was
 9 required by regulation 38 of the Building Regulations?
 10 A. I don't know that I did specifically, when I got it.
 11 Q. Why is that?
 12 A. When I got it, there were still gaps, there was still
 13 information which Rydon had said they would produce
 14 separately.
 15 Q. Did you follow that up with Rydon?
 16 A. Yes, there was a list of outstanding items that they
 17 later produced.
 18 Q. Did you ever get a complete set of information which
 19 comprised all the regulation 38 information as required
 20 by the Building Regulations?
 21 A. I'm not sure. I can't say hand on heart that I checked
 22 exactly.
 23 Q. In its final version, once you had pursued Rydon for
 24 more information, did you ever do a check to make sure
 25 that all of the required sections of the section 38

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1 document were fully completed with relevant fire safety
 2 information in particular?
 3 A. I believe that all the information Rydon had prepared
 4 and that we received was on it, but I'm mindful -- no,
 5 from where I am now -- no, at the time I believed all
 6 the information I was going to get from Rydon in
 7 relation to fire safety was on it.
 8 Q. Did you ever check to make sure that all of the required
 9 relevant fire safety information was in what you
 10 eventually had from Rydon?
 11 A. I believe I had all that they had relating to
 12 fire safety in terms of the areas that they were
 13 building in. For example, the emergency lights to the
 14 main building were undertaken by the TMO. So Rydon
 15 would have given me what they had, but, as I say, it's
 16 still partial TMO information, partial Rydon
 17 information.
 18 Q. Can I ask you to look, please, at {BLARP20000006}.
 19 Before we go off page 1, I should tell you what this is.
 20 This is page 1 of Dr Lane's Phase 2 report on
 21 regulation 38, fire safety information, main report.
 22 A. Okay.
 23 Q. It's dated, as you can see, 19 May of this year, 2020.
 24 So that's what we're looking at.
 25 Let's go together to page 241 {BLARP20000006/241},

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1 please, in this document, and look together at
 2 section 19.3.7.
 3 First, can I ask you just in general: have you seen
 4 this document? Did the TMO or their lawyers ever show
 5 you this document between May this year and today, or
 6 last week?
 7 A. I know that there was a report prepared. I don't know
 8 that I've seen the report.
 9 Q. Let me just put to you what she says at this paragraph:
 10 "Based on my analysis above, it is my opinion that
 11 the Rydon Building Manual failed from a technical
 12 perspective, to address the contractual requirements
 13 that had been set. None of the required sections was
 14 fully competed with the relevant fire safety
 15 information, in accordance with the contract, and
 16 a substantial quantity of the provided content related
 17 to fire safety related systems, was insufficient to
 18 assist the responsible person to operate and maintain
 19 the building with reasonable safety."
 20 Do you agree?
 21 A. I don't know enough about the required sections being
 22 fully completed. It's -- I can see it's a resume, but
 23 I don't understand enough about what she's interrogated
 24 to comment on it, I'm afraid.
 25 Q. Right. So do I take it from that that you have never

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1 actually been asked to consider her views?
 2 A. No, I haven't. I haven't looked at this report, even
 3 though, as I say, I was aware there was a report.
 4 Q. Can I then ask you a number of follow-up questions.
 5 The first relates to the drop-in sessions we were
 6 looking at or discussing earlier. You recall those,
 7 I think.
 8 My question is: were any samples of the proposed
 9 rainscreen cladding shown to residents at any of the
 10 drop-in sessions?
 11 A. No, because they were put up on the building during my
 12 time. I don't know whether a predecessor had shown
 13 samples, but during my time the only samples were
 14 physically installed on the side of the building.
 15 Q. Do you recall that there was a mock-up done in the June
 16 of 2014 with samples of different kinds of Reynobond
 17 provided by CEP?
 18 A. Yes, that's what I'm describing. That was put on one
 19 elevation.
 20 Q. Yes, I see. But apart from that, you don't recall -- is
 21 this right? -- any samples of the cladding material
 22 being shown to residents at drop-in sessions
 23 specifically?
 24 A. Not at the drop-in sessions I held, no.
 25 Q. During the drop-in sessions, was any information

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1 provided to the residents about what the samples were
 2 made of, or about what the rainscreen you had decided to
 3 adopt was made of?
 4 A. I don't think it was mentioned in the drop-in sessions.
 5 I don't know if it was in any communication, if it was
 6 in any newsletters, but it wasn't mentioned in the
 7 drop-in sessions, because it was -- I think the earlier
 8 TMO team had been talking to residents quite a lot about
 9 the cladding, but I think that the new team that I was
 10 part of were mindful that it would be the planners who
 11 would be the ultimate arbiters on what we were going to
 12 choose, so we felt it might be a bit misleading to show
 13 residents options and then say, "Oh, by the way, you
 14 can't choose them, it'll be the planners".
 15 So one of the things we did in my tenure was to try
 16 and explain that to residents, that the TMO didn't even
 17 have any control over the finish to be chosen, it would
 18 be the planners.
 19 Q. We discussed this morning the subject of looking for
 20 leaseholders or tenants to take part in the tender
 21 process.
 22 Now, as you were new to the TMO in 2013, September
 23 of that year, did you take any steps to familiarise
 24 yourself with the background and history of
 25 Grenfell Tower and its occupants?

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1 A. I was given in my briefing pack information about
 2 a power surge that had happened earlier in that year,
 3 and I, as part of my induction, obviously had a session
 4 with the housing management team, particularly bearing
 5 in mind I was going to be dealing with Grenfell, so they
 6 told me about any issues that they had in terms of the
 7 building or anything they thought was relevant.
 8 Q. During that induction meeting or process, or indeed at
 9 any other time, did housing management refer you to any
 10 residents' groups in particular, such as the
 11 Grenfell Tower Leaseholders' Association?
 12 A. I think they said there was one, yes.
 13 Q. Did they refer to any others?
 14 A. There was the EMB, the Estate Management Board, which --
 15 Q. Yes.
 16 A. Which was, I think, sort of something they were involved
 17 with at the time. So that would have been it, I think.
 18 Q. Did you make any effort to contact the Grenfell Tower
 19 Leaseholders' Association or the EMB in relation to the
 20 refurbishment?
 21 A. I personally didn't at that stage, because I was new.
 22 Later on, the EMB was disbanded, and I dealt with
 23 various leaseholders at Grenfell, but individually, not
 24 as a group, because I -- there were many absentee
 25 landlords and it was easier to deal with them

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1 individually rather than get them back from Somerset or
 2 wherever they lived.
 3 Q. Was one of the groups that was mentioned to you the
 4 Lancaster West Residents' Association, do you think?
 5 A. No, it doesn't ring bells.
 6 Q. No?
 7 A. No.
 8 Q. Had you heard of the Lancaster West Residents'
 9 Association during your time working on the
 10 Grenfell Tower project?
 11 A. I don't remember that name, sorry.
 12 Q. Right.
 13 Did you ask anybody who was a member of the
 14 Grenfell Tower Leaseholders' Association or indeed the
 15 EMB to take part in the tender process?
 16 A. I didn't personally, but, as I say, I was comparatively
 17 new, so I would have thought people who were more
 18 familiar with the management setting down there would
 19 have asked them if it was appropriate.
 20 Q. You say you were comparatively new; I think you had been
 21 at the TMO about six months or so, perhaps a little bit
 22 more than six months at the time of the tender
 23 interviews in early March 2014, hadn't you?
 24 A. Yes.
 25 Q. So, at that point, did you not think to contact the

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1 groups -- the Leaseholders' Association and the EMB --
 2 and find out from them whether any of their members
 3 would be willing to assist in the tender process?
 4 A. No, I didn't. I know we did ask a local councillor, and
 5 our chair, who was also a resident, but I don't remember
 6 anybody even mooring either of those groups.
 7 Q. Let's go to {TMO00879781}, please. Now, this is
 8 a document that we got last week, dated 4 March 2014,
 9 and it hasn't got a title, but it's called, or the first
 10 line says:
 11 "Finding residents for the Grenfell Tower 7 March
 12 contractor interviews."
 13 Is this a document you're familiar with?
 14 A. Yes, it's one of mine.
 15 Q. You compiled it, did you?
 16 A. Yes.
 17 Q. Did you compile it on 4 March 2014?
 18 A. I think I might have started it then, I don't know, or
 19 I might have put it together after several false starts,
 20 because I think there was quite a lot of people I tried
 21 to contact.
 22 Q. We can see it comprises two lists: one a list of
 23 resident leaseholders and one a list of tenants, and the
 24 approaches that you took in respect of each of them. Do
 25 you see?

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1 A. Yes.
 2 Q. When did you start the process of approaching each of
 3 these individuals to lead to the 4 March summary we see
 4 here?
 5 A. I suspect the previous month.
 6 Q. Do you remember when in the previous month?
 7 A. No, I'm afraid not.
 8 Q. Can you remember whether it was before or after
 9 20 February, when we saw the emails about the process?
 10 A. I suspect it was probably about that date, then,
 11 20 February.
 12 Q. Yes, I see, thank you.
 13 If you look down the list of resident leaseholders,
 14 you can see that at flat 156 is Mr Ahmed, "did not
 15 contact".
 16 A. Yes.
 17 Q. Do you know why you didn't contact Mr Ahmed?
 18 A. No, I think my list there is probably the -- all the
 19 resident leaseholders. So, no, I don't, I don't
 20 remember.
 21 Q. Did you know that he was chair of the Grenfell Tower
 22 Leaseholders' Association?
 23 A. No, I didn't.
 24 Q. You didn't? Right.
 25 A. No.

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1 Q. Had you known that, would you have contacted him?
 2 A. Probably, yes, because that would have covered a lot of
 3 bases, but ...
 4 Q. Right. I see.
 5 Why did you have him on your list?
 6 A. As I say, I'm thinking those are the resident
 7 leaseholders.
 8 Q. I see. So this was a full list of the resident
 9 leaseholders?
 10 A. Yeah.
 11 Q. I follow. And he's the only one it seems you didn't
 12 contact. Is there a reason why --
 13 A. No, I don't know why I didn't, because I met him
 14 subsequently, but I don't think I met him at this point.
 15 Q. Right.
 16 Did you speak to or deal with Mr Ahmed in relation
 17 to the refurbishment after March 2014?
 18 A. I believe I did, yes.
 19 Q. In what context, can you remember?
 20 A. No, I can't remember, but I'm sure I did, because
 21 I didn't meet him for a long, long time. I don't know
 22 if he was living there at the time, but like I say,
 23 I did meet him.
 24 Q. Well, that subject may need to be revisited in due
 25 course, Ms Williams.

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1 Turning on to a different topic again.
 2 We looked this morning at the email of complaint or
 3 letter of complaint of 30 March 2016 that Neil Reed sent
 4 to the TMO about Rydon's work. Do you remember we
 5 looked at that this morning?

6 A. Yes.

7 Q. You said that you were not concerned that Rydon was
 8 tempted to deliver poor workmanship or cut corners to
 9 keep the project on track or within their own budget.
 10 You said no, that wasn't something you were aware of.

11 Can I show you an email very shortly after
 12 30 March 2016, written by David Collins. This is
 13 {TMO00846104}, please.

14 As you can see, it's an email from David Collins,
 15 who was one of the residents, and he writes to you,
 16 copied to Ed Daffarn, subject: "Re: Grenfell Community -
 17 meeting with TMO/Rydon", 6 April, so a week or so after
 18 the 30 March letter sent by Neil Reed to the TMO about
 19 Rydon's work.

20 If you look at the middle paragraph in the page,
 21 "Problems with the works", can you see it says:

22 "Residents discussed how RBKC Council and our
 23 landlord the TMO have prevented residents coming
 24 together to form a collective voice."

25 Then discussion about the problems, and then a set

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1 of bullet points, and if you look at the fourth bullet
 2 point down:

3 "Concern at the appalling standard of work
 4 undertaken by Rydon in communal areas and inside
 5 a number of residents properties."

6 Looking at that, is it right that you were aware,
 7 when you received this email at the very least, about
 8 complaints and concerns about the quality of work being
 9 conducted by Rydon?

10 A. I know that this was really useful to get
 11 an understanding of residents' views. I'm aware that in
 12 relation to that first point about appalling standard of
 13 work undertaken by Rydon in communal areas, a photograph
 14 had been taken of works in progress, ie not the finished
 15 work. So that was something that we were able to deal
 16 with.

17 Q. Right.

18 A. Inside a number of residents' properties, what we would
 19 always do is, "Tell us what, tell us where, we need to
 20 understand specifics, you know, general comments do not
 21 help". So what we would have done, if we had got the
 22 specific detail, we would go and check and see what the
 23 status was and what the problem was. But, as I say,
 24 I think generalised comments are hard to deal with. You
 25 need specifics. And, as I say, I know in the communal

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1 area work, I'm very happy that what they were
 2 complaining about there was work in progress. They took
 3 it in the middle of the day, the people hadn't finished,
 4 and so that was properly finished.

5 But the number of residents' properties -- as I say,
 6 we would have asked for more specific detail so that we
 7 could manage that.

8 Q. I see. So are you telling us that with this specific,
 9 albeit generalised complaint, you knew what it was about
 10 and you followed up on it?

11 A. Some of the items we may not have known and we would
 12 have asked him for more information.

13 Q. Did you enlist the services of Artelia to see if you
 14 could address together the complaints about "the
 15 appalling standard of work undertaken by Rydon",
 16 et cetera, to which Mr Collins had drawn your attention?

17 A. Once we'd had specific information, we would be able to
 18 take it up through the contract, yes.

19 Q. That wasn't my question. My question was whether you
 20 enlisted the services of Artelia to see if you could
 21 address those complaints?

22 A. Not at this stage, because it was not clear exactly what
 23 the issue was.

24 Q. Right. Again, I think that may be a topic which I'll
 25 leave hanging for the moment, but may need to be pursued

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1 at a later date.

2 Can I then come back to a document we looked at this
 3 morning before we took a short break, Ms Williams, and
 4 that's an email of 14 June 2017.

5 Before I put it on the screen, I just want to be
 6 fair to you --

7 A. Thank you.

8 Q. -- are you all right to answer questions about it? It's
 9 a short question, I just want to give you an opportunity
 10 to --

11 A. I am, but please be sensitive.

12 Q. I will try, certainly. If it helps, I won't show you
 13 the email, but I ought to have it on the screen, just
 14 for the record, so that other people looking at it can
 15 see what I'm asking you about. {TMO00870856}, please,
 16 which was an email we looked at this morning, and it has
 17 five parts in it. I won't re-read it to you.

18 A. No.

19 Q. My question, and just to give you a fair opportunity to
 20 deal with the point, we can see what it doesn't say, and
 21 it doesn't record anything in there about you having
 22 been assured by Simon Lawrence of Rydon that the
 23 cladding was inert and wouldn't burn.

24 My suggestion to you is that if you had been given
 25 that assurance, that would have been mentioned in this

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1 email. Do you accept that?

2 A. I think your question was why didn't I express anything

3 about the fire. I don't think it was what you've just

4 said to me. You said something a little bit different

5 this morning.

6 Q. Well, let me try the question differently. I'm just

7 giving you an opportunity to accept that, had

8 Mr Lawrence given you the assurance you say he gave you

9 and Mr Gibson, which we went through yesterday, then

10 your first reaction on seeing the fire would have been

11 to have recorded the assurance, and this would have been

12 a perfect opportunity to do that. Do you accept that?

13 A. I think that we were being directed as to what

14 information we needed to provide. So I understand what

15 you're saying now, but I think the emphasis was on: this

16 is the information that we need to provide, for whatever

17 purpose. So -- and obviously there are other things

18 going on.

19 Q. Let's turn to a different and final topic, and I want to

20 ask you some more questions about the DDA, and

21 particularly David Bonnett.

22 Now, this morning you said that you had no

23 recollection of David Bonnett Associates or the name

24 Bonnett at all. I showed you the design team meeting

25 minutes of 22 October 20013, and you didn't recognise

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1 that.

2 Do you remember that, in fact, David Bonnett

3 Associates were retained to carry out a review of access

4 for the disabled, or those residents in the building who

5 were disabled or who had mobility difficulties? Do you

6 remember that?

7 A. No, I don't know that.

8 Q. Well, let's have a look at a document. It's

9 {SEA00008055}, please. This is an email from somebody

10 called Aneta Bednarowicz of 20 August 2013 to

11 Bruce Soune, and she attaches a revised fee proposal,

12 which was amended. The fee proposal is at

13 {TMO00855736}. This is the TMO's version of it, or

14 rather the TMO's disclosed version of the same document.

15 You can see that it's dated August 2013, and it's

16 a fee proposal for inclusive access consultancy services

17 to Studio E.

18 Does this look familiar to you?

19 A. No, I don't know that I've seen this before.

20 Q. Right. This fee proposal was within the TMO's papers,

21 so was this something that you didn't see when you came

22 into the project?

23 A. No, I don't remember seeing this.

24 Q. Right.

25 Now, we know that David Bonnett Associates produced

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1 a Grenfell Tower access statement. That's at

2 {SEA00009496/22}. Is this something that you recognise?

3 (Pause)

4 Do you recognise this?

5 A. No, no, I'm not familiar with it at all.

6 Q. Can we go to {TMO00850151}. This is an email from --

7 there are two emails on that page -- Bruce Soune to you

8 on Tuesday, 26 November 2013, subject "FW: Grenfell

9 Access comments":

10 "Claire,

11 "I misread Bonnet's quote. They are not down to

12 provide a report - I now recall asking them to omit it.

13 They have kept us on our toes. I really don't want to

14 put two wc cubicles in the boxing changing room - see

15 below - but we can probably make it work if you agree we

16 should."

17 Do you see that?

18 A. Yes.

19 Q. If you look below it, there is an email from

20 Rachael Marshall at David Bonnett to Bruce Soune, which

21 he is forwarding on to you, you see, about sanitary

22 provision for the boxing club, et cetera. You can see

23 that it's from David Bonnett Associates. Do you not

24 remember that?

25 A. No, I'm afraid I've no recollection of this at all.

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1 Q. Right.

2 Well, let's just try one more thing, top of the

3 page, then, page 1, you respond to Bruce Soune and say:

4 "Hi. I processed year invoice yesterday. I don't

5 want 2 wc cubicles either. Me [and] artelia going thro

6 tender stuff on line. Claire."

7 So it may well be, looking at that rather peremptory

8 response, that you didn't give this much attention.

9 Did you read this email chain when it came through,

10 do you think?

11 A. No, I don't remember it at all. It looks to me as

12 though I was concentrating on the invoice.

13 Q. It does look that way, and going through the tender

14 stuff, but I'm just trying to get to the bottom of

15 whether David Bonnett, their name and their function,

16 was really so alien to you as we might take from your

17 evidence.

18 A. No, I'm not familiar with them at all. It doesn't ring

19 any bells.

20 MR MILLETT: All right.

21 Mr Chairman, I have come to the end of my prepared

22 questions. I note the time. It is probably sensible if

23 we take the break now for any final questions.

24 SIR MARTIN MOORE-BICK: Do we need 30 minutes again?

25 MR MILLETT: I would think probably not, but it's probably

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1 sensible just to be sure.
 2 SIR MARTIN MOORE-BICK: Ms Williams, as Mr Millett said, he
 3 has got to the end of the questions he thinks he needs
 4 to ask you, but at this stage we have to have a pause
 5 just to make sure that nothing has been overlooked, and
 6 also to allow others who are not in the room to suggest
 7 further questions that they might wish to have asked.
 8 Now, usually we only take 10 or 15 minutes for that
 9 purpose, but, for reasons which I don't need to go into,
 10 on this occasion we will have a little longer.
 11 So we will come back at 4.40, and we will see then
 12 whether there are any more questions for you.
 13 All right?
 14 THE WITNESS: Thank you.
 15 SIR MARTIN MOORE-BICK: Would you like to go with the usher,
 16 please, and no talking about your evidence while you're
 17 out of the room, please.
 18 (Pause)
 19 Right, 4.40, then, please. Thank you.
 20 (4.12 pm)
 21 (A short break)
 22 (4.40 pm)
 23 SIR MARTIN MOORE-BICK: Right, Ms Williams, we will see if
 24 Mr Millett's found some more questions.
 25 Have you, Mr Millett?

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1 MR MILLETT: Thank you, Mr Chairman.
 2 In fact, I think all the follow-up questions that
 3 others have for you, I have absorbed and asked during
 4 the course of the last day or so.
 5 Which leads me, I think, to the final question I do
 6 wish to ask you. It's a question we ask witnesses who
 7 do have or have had specific responsibility for
 8 important areas of our Inquiry, and it's this: looking
 9 back on the evidence that we have been through over the
 10 last two and a half days or so, and looking back on all
 11 the events that have now come to mind through that
 12 process, is there anything now that you think you should
 13 have done differently?
 14 A. I would have liked to have been able to evidence in
 15 document form the responses from Rydon in relation to my
 16 question about flame retardance, and David's question
 17 about the materials being inert. I would have loved to
 18 have been able to present those to you, because, as
 19 I say, that would have been substantial information for
 20 you.
 21 MR MILLETT: Thank you very much.
 22 SIR MARTIN MOORE-BICK: Yes, thank you very much.
 23 MR MILLETT: Ms Williams, those are all the questions I have
 24 for you. It remains for me to thank you very much for
 25 coming here and giving us your assistance. So

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1 thank you.
 2 THE WITNESS: Can I express my condolences?
 3 SIR MARTIN MOORE-BICK: You certainly can.
 4 THE WITNESS: I'm sorry I didn't pick it up before, but you
 5 appreciate I knew many people who died in the fire, and
 6 I'm glad that the Inquiry is here and hopefully, through
 7 your work, we can get some resolution to stop tragedy
 8 like this happening again.
 9 SIR MARTIN MOORE-BICK: Thank you very much.
 10 Can Ms Williams be released?
 11 MR MILLETT: Well, Mr Chairman -- and this is a slightly
 12 delicate subject -- may I ask that she not be formally
 13 released until Mr Maddison gives his evidence tomorrow?
 14 That is simply for this reason: that because of the
 15 recent disclosure of Mr Maddison's notebooks during the
 16 course of yesterday, it is possible -- I put it no
 17 higher than that -- that there may be further questions
 18 for Ms Williams that arise out of those notebooks, and
 19 I don't think it would be right to release her to
 20 discuss her evidence or those notebooks until we as
 21 a team are satisfied, and all other CPs are happy, that
 22 there are no further questions for Module 1 -- I stress
 23 Module 1 -- which arise out of those notebooks.
 24 Obviously there are and may well be questions for
 25 Module 3 that arise out of them, and that's a different

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1 matter.
 2 Given that it's only a short period until tomorrow
 3 afternoon, I think, when Mr Maddison comes, it's not
 4 unreasonable to, as it were, hold Ms Williams over, if
 5 that's not inconvenient to her.
 6 SIR MARTIN MOORE-BICK: But she won't need to be here?
 7 MR MILLETT: She won't need to be here unless she's required
 8 to be here, and if she is required to be here to answer
 9 further questions, of course we will tell those
 10 representing her, or representing the TMO, that is to
 11 say, at the earliest possible opportunity.
 12 SIR MARTIN MOORE-BICK: All right, thank you.
 13 Ms Jarratt, nothing you want to say about that, is
 14 there? No, thank you.
 15 Ms Williams, I don't know how far you followed what
 16 Mr Millett was saying. As you know, we are still
 17 looking into the question of Mr Maddison's notebooks,
 18 and it's just possible that something may emerge which
 19 will generate a question that we need to put to you.
 20 I think it's unlikely, but we just don't know.
 21 What's being suggested is that, rather than formally
 22 release you at this point, we keep you, as it were, on
 23 ice as a witness. The effect of that is that you
 24 mustn't talk to anyone about your evidence or anything
 25 to do with it until you are formally released, and, just

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1	for clarity , that includes your lawyers.	1	
2	We will let you know as soon as we possibly can	2	INDEX
3	whether we do need to ask you any further questions or,	3	MS CLAIRE WILLIAMS (continued)1
4	if we don't, that we don't, and that you are then	4	Questions from COUNSEL TO THE INQUIRY1
5	released from your affirmation .		(continued)
6	THE WITNESS: Thank you for explaining that, because	5	
7	I wouldn't have understood that.	6	
8	SIR MARTIN MOORE-BICK: No, no, well, I thought it was	7	
9	better really to make it clear what we were saying.	8	
10	So although I will let you go home now, because it's	9	
11	been a very long day anyway and time to end it , and of	10	
12	course you won't be required to come back tomorrow, but	11	
13	if we need you back, we will tell you.	12	
14	THE WITNESS: Thank you. Thank you for making that clear.	13	
15	SIR MARTIN MOORE-BICK: And we will certainly tell you as	14	
16	well if we don't need you back, then you know you're	15	
17	released from your affirmation .	16	
18	THE WITNESS: That's fabulous, thank you for letting me	17	
19	know.	18	
20	SIR MARTIN MOORE-BICK: Can I just say thank you very much	19	
21	for coming to give your evidence to the Inquiry. I know	20	
22	it's been a difficult process at times, and I can well	21	
23	understand why, and I am also conscious that it's taken	22	
24	longer than you were probably led to expect. I'm afraid	23	
25	that does sometimes happen and we don't have complete	24	
		25	

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1	control over how things go. But we are very grateful to	
2	you and it's been very helpful to hear your evidence, so	180
3	thank you very much indeed.	
4	Now, would you like to go with the usher.	
5	Thank you.	
6	(The witness withdrew)	
7	SIR MARTIN MOORE-BICK: Good. Thank you very much,	
8	Mr Millett .	
9	Now, we are not sitting tomorrow morning; is that	
10	right?	
11	MR MILLETT: No, Mr Chairman.	
12	SIR MARTIN MOORE-BICK: We are expecting to call Mr Maddison	
13	at 2 o'clock.	
14	MR MILLETT: That's the plan, and that should be made clear	
15	to all those watching, if that's possible.	
16	SIR MARTIN MOORE-BICK: Yes.	
17	Well, for those who are watching, I can confirm now	
18	that we're going to rise now. We're going to resume at	
19	2 o'clock tomorrow and not 10 o'clock as usual.	
20	MR MILLETT: Thank you.	
21	SIR MARTIN MOORE-BICK: Thank you very much.	
22	(4.50 pm)	
23	(The hearing adjourned until 2 pm	
24	on Wednesday, 21 October 2020)	
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