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Grenfell Tower Inquiry

Day 57

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Phone: +44 (0)20 3008 5900

Email: transcripts@opus2.com

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Wednesday, 21 October 2020

(2.00 pm)

SIR MARTIN MOORE-BICK: Good afternoon, everyone. Welcome to today's hearing. We're going to begin the afternoon by hearing further evidence from one of the former employees of the Tenant Management Organisation.

MR MILLETT: Yes, Mr Chairman, thank you very much.

I now call Mr Peter Maddison, please.

MR PETER MADDISON (affirmed)

SIR MARTIN MOORE-BICK: Thank you very much, Mr Maddison.

Do sit down, make yourself comfortable. All right.

Yes, Mr Millett?

MR MILLETT: Mr Chairman, thank you.

Questions from COUNSEL TO THE INQUIRY

MR MILLETT: Mr Maddison, good afternoon. Can I start by thanking you very much for coming to the Inquiry and assisting us with our investigations. We are very grateful to you.

If you have any difficulty understanding my questions, or you want me to ask the question again or put the point in a different way to you, I'm happy to do that.

If you feel you need a break at any time, please indicate and we can take a break. We will take scheduled breaks halfway through the afternoon and

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halfway through the mornings that you will be giving evidence.

The other thing I would just ask you to do, please, is to keep your voice up, if you can, so that the person who sits to your right can get down everything you're saying on to the transcript. If you nod or shake your head instead of a "yes" or "no", that doesn't go on to the transcript, so if you would say "yes" or "no" as the case may be, that would be very helpful.

Now, you have made three witness statements to the Inquiry. Can I please take you to them. They are in a folder on your desk, but they will also appear on the screen in front of you, as will all the documents to which we will be going together during the course of your examination.

The first of your witness statements is {TMO00000892}, that's dated 8 February 2019. If you go, please, to page 52, you can see that there is a signature there. Is that your signature?

A. It is.

Q. I'm going to call that your first witness statement.

Your second witness statement is at {TMO00847337}, and that is dated 13 November 2019. If you go to page 21, please, you will see a signature there. Is that your signature?

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A. It is.

Q. Your third statement is {TMO00873688}, and that's dated 17 June 2020. Is there a signature on page 2, if we go to that? Is that your signature?

A. It is.

Q. I'll call that your third witness statement.

Have you read each of these witness statements recently?

A. I have.

Q. Can you confirm that the contents are true?

A. I can, yes.

Q. Have you discussed these statements or the evidence that you're going to give with anybody before coming here today?

A. No.

Q. Now, Mr Maddison, I just want to say something so that you and others listening to these proceedings can understand.

At 16.40 on Friday afternoon last, Kennedys, who are the TMO's solicitors, told us that only that morning you had told them that you had hard copy notebooks in your possession at your home. Those notebooks were immediately made available to the Inquiry, and disclosure to core participants has now taken place.

I am going to be asking you some questions about how

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it came about that Kennedys did not have those notebooks until last Friday, but I want to make it very clear to you right at the start of your examination, and also to those who are watching this examination, that I'm going to leave that topic until the very end of your examination on the substantive issues.

The reason for that is that, as we have been told, you have been advised by Kennedys that you should have separate legal representation in respect of the matter of the notebooks and diaries, and that you have taken that advice, and that your solicitor, who will obviously be new to the Inquiry, will need a little bit of time to be properly briefed on the question of the notebooks. In any case, your new solicitor won't be familiar with the underlying material and would in any event not be able to represent you in place of Kennedys on the substance that we're going to be discussing within the Module 1 timetable.

So, in order to preserve the timetable and to get your evidence, we will take it, and then come to the question of the non-disclosure of the notebooks at the end, when your solicitor and new counsel will be here and able to represent you personally on that issue.

Now, to be clear with you, in the course of your examination, we will be going to parts of the notebooks

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1 and diaries where we need to, just so that you
 2 understand.
 3 Now, I have a question: subject to the notebooks and
 4 diaries issue, to which we will, as I say, return later,
 5 can you confirm that your three statements are, in
 6 substance, a full, frank and candid account of your
 7 evidence on the matters relevant to the Inquiry?
 8 A. I can.
 9 Q. Thank you.
 10 Then I'm going to turn to the first of the
 11 substantive matters, which is your background,
 12 qualifications and experience.
 13 Can I start with your background.
 14 Is it right that you were the TMO's director of
 15 assets and regeneration from 21 January 2013?
 16 A. Yes.
 17 Q. Was that role your first role as a director of assets
 18 and regeneration within a TMO or an ALMO?
 19 A. I had previously been an assistant director at
 20 a previous -- at the Haringey ALMO.
 21 Q. At the Haringey ALMO?
 22 A. Yes.
 23 Q. Just to give the context or background to what was
 24 happening on Grenfell when you came in, the
 25 Grenfell Tower project had started. It was a separate

5

1 project from the Kensington Academy and Leisure Centre
 2 by then; yes?
 3 A. That's correct.
 4 Q. And Leadbitter was the main contractor on the Kensington
 5 Academy and Leisure Centre or KALC project.
 6 A. That's right.
 7 Q. Studio E was the architect at that stage retained by the
 8 TMO in relation to the Grenfell Tower project.
 9 A. Correct.
 10 Q. As well as the KALC project.
 11 A. Yes.
 12 Q. They had produced a stage D report; is that right?
 13 A. Yes.
 14 Q. Yes.
 15 Now, in your first witness statement -- and we don't
 16 need to go to it, but it's at paragraph 11
 17 {TMO00000892/2} -- you say that you had always worked in
 18 public sector housing; that's right, is it?
 19 A. Yes.
 20 Q. You also say that you have no housing qualification nor
 21 any technical qualification; is that right?
 22 A. That's right.
 23 Q. When you say housing qualification, what do you mean by
 24 that?
 25 A. Any professional qualification related to housing, like

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1 the Chartered Institute of Housing, for example.
 2 Q. When you say technical qualification, can you give us
 3 an idea about what it is?
 4 A. I'm not an architect or a building surveyor, so I have
 5 no technical skills. My role has always been
 6 client-side.
 7 Q. Right. So you're not a construction professional?
 8 A. No.
 9 Q. In your second witness statement -- it's paragraph 3
 10 {TMO00847337/1}, but again there is no need to go to
 11 it -- you say:
 12 "I had more than twenty years' experience of leading
 13 teams responsible for the refurbishment of residential
 14 accommodation prior to joining the TMO."
 15 Would it be fair to say that the roles you performed
 16 were focusing on managing housing and other property
 17 assets?
 18 A. Yes.
 19 Q. Was a formal housing qualification necessary for you to
 20 perform your role at the TMO?
 21 A. I don't believe so.
 22 Q. So you were qualified, really -- is this right? -- to
 23 the role you came into by your experience?
 24 A. Yes.
 25 Q. And by nothing else?

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1 A. That's right.
 2 Q. Was Mark Anderson your predecessor in your post?
 3 A. He was.
 4 Q. We have the date of your starting as 21 January 2013.
 5 At that stage, did you report to Sacha Jevans?
 6 A. Yes.
 7 Q. She I think was then the director of operations at the
 8 TMO; is that right?
 9 A. That's right.
 10 Q. She in turn -- is this right? -- reported to
 11 Robert Black, who was the chief executive of the TMO?
 12 A. That's right.
 13 Q. When he arrived on 25 February 2013, did David Gibson
 14 report to you?
 15 A. He did.
 16 Q. And his job title I think was head of capital
 17 investment; is that --
 18 A. That's right.
 19 Q. That's right.
 20 We're going to come on in due course to the detail
 21 of the scope of your role, but just for the moment in
 22 broad terms, as director of assets and regeneration, is
 23 it correct that you had oversight of the Grenfell Tower
 24 refurbishment project?
 25 A. Yes, that was part of the main capital programme that

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1 David Gibson's team managed.
 2 Q. Did you receive any kind of handover from Mark Anderson?
 3 A. Yes, I met Mark Anderson before I joined the TMO and
 4 took a handover with him.
 5 Q. You say you took a handover with him. Was there
 6 a handover meeting?
 7 A. There were a couple of meetings. I met with Mark when
 8 I -- in the month or so before I joined, in the January,
 9 to go through key issues and to understand what was
 10 happening.
 11 Q. Did you receive a briefing paper or handover pack of
 12 some kind --
 13 A. Not that --
 14 Q. -- that you could take away and study?
 15 A. Not that I recall, no.
 16 Q. Right.
 17 Can you remember -- and I know it's a long time
 18 ago -- any key points that stood out from the handover
 19 meetings that you have described?
 20 A. Well, Mark described the sort of position that the team
 21 was in at that time, and he had been an interim there
 22 for a little while, and he was putting in place a new
 23 structure, which the recruitment of my role was part of.
 24 So he described the rationale behind the structure, and
 25 where he saw the priorities going forward, really.

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1 Q. So that's the team structure rather than --
 2 A. Team structure, but also the responsibilities that sit
 3 below those teams. So there had been a rearrangement of
 4 the structure there.
 5 Q. I know that your portfolio that you were assuming from
 6 Mark Anderson encompassed a number of properties,
 7 projects and developments within the borough. Did you
 8 have any discussion about the Grenfell Tower
 9 refurbishment in particular during those meetings?
 10 A. We did. I don't remember the level of detail that was
 11 in. I think that he described the situation in broad
 12 terms, but that was -- it was quite a complicated
 13 situation at that time. But amongst that, there were
 14 an awful lot of other things that were also happening in
 15 terms of the restructure of the team, but also in terms
 16 of putting in place programmes and delivering that
 17 year's capital programme, which in January was
 18 a priority to deliver that by the end of the financial
 19 year.
 20 Q. I see.
 21 Did anything stick out in your mind about what he
 22 said about the Grenfell Tower refurbishment project in
 23 particular?
 24 A. It's hard to remember at this time. I remember him
 25 showing me some drawings that were on the wall near his

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1 office, and I knew that the project had stalled, through
 2 a variety of reasons at that time, so there were clearly
 3 issues to be addressed.
 4 Q. Right.
 5 During those handover meetings, did the subject of
 6 overcladding come up?
 7 A. I don't remember specifically talking about it, but it
 8 was clearly illustrated on the drawings that were
 9 outside his office.
 10 Q. Was it? Okay.
 11 Now, if you go, please, to your first statement and
 12 look at page 1 {TMO00000892/1}, I would like to go to
 13 paragraph 3 with you, please. You say that you were not
 14 a member of the TMO board, nor a member of the TMO
 15 executive team.
 16 What function did the TMO executive team play?
 17 A. Well, they were the executive directors on the board of
 18 directors, and the board was made up of a number of
 19 resident members and independents. They reported to --
 20 so the executive team were on the board.
 21 Q. Right, I see. So the executive team sat within the
 22 board as the executive members of the board?
 23 A. That's correct.
 24 Q. And the other members of the board were non-executive.
 25 Is that the distinction between them?

11

1 A. Yes.
 2 Q. I follow.
 3 Is it right to say that, from time to time, you
 4 would attend TMO board meetings?
 5 A. Yes.
 6 Q. Would you attend TMO executive meetings?
 7 A. Yes.
 8 Q. So both; yes?
 9 A. Not always, sometimes. Usually just for a specific
 10 item, I wouldn't be at the whole meeting.
 11 Q. Okay.
 12 Can you give us some kind of idea about what sort of
 13 things you would attend TMO board meetings for?
 14 A. I would generally take any board -- any papers that
 15 I was reporting to board or to operations committee to
 16 the executive team. So I would go regularly to the
 17 operations committee, but I would go to board less
 18 frequently, although quite regularly.
 19 Q. Right.
 20 Can we go to your first witness statement at page 2
 21 {TMO00000892/2}, then, please, so flipping the page, and
 22 look at paragraph 7. In the second line there you say:
 23 "The day to day project management of the
 24 refurbishment on behalf of TMO was managed and monitored
 25 by project manager Claire Williams, who succeeded

12

1 Paul Dunkerton in that role in October 2013, reporting
2 to the Head of Capital Investment David Gibson until he
3 retired in 2016."

4 Now, we'll talk about the title of project manager
5 in a moment, but just for the moment I just want to
6 understand the hierarchy.

7 From your perspective at the time, how much of
8 Paul Dunkerton's and then Claire Williams' time was
9 spent on the Grenfell Tower refurbishment specifically?
10 Start with Paul Dunkerton.

11 A. I mean, I was aware that Paul -- I mean, I didn't manage
12 Claire or Paul's workload very closely, and I struggle
13 to remember exactly how much of their time, but they did
14 run other projects as well, so it wasn't a full-time ...

15 Q. With Paul Dunkerton, how much would you say, looking
16 back on it, of his time did the Grenfell Tower project
17 occupy as opposed to other projects?

18 A. I can't remember really, but it was probably more
19 than -- about half, half of his time, I would imagine.

20 Q. From September 2013 until the summer of 2016, what about
21 Claire Williams, how much time of hers did Grenfell
22 occupy?

23 A. I think it varied depending on the level of activity
24 that was going on at any particular time. So when
25 things -- when the project got on to site, it was much

13

1 more intense and Claire's role was probably much
2 more ...

3 Q. David Gibson, was he 100% of the time on Grenfell or did
4 he have other projects in his portfolio too?

5 A. No, he had a lot of other projects on his portfolio. So
6 he was managing the capital programme as well as
7 Grenfell, so that -- so Grenfell's probably, in
8 financial terms, probably about a third of the overall
9 programme.

10 Q. Right.

11 Going back to the distinction between the board and
12 the executive team for a moment, can you clarify what
13 decisions were to be made by the board as opposed to the
14 executive team that sat within it?

15 A. There were certain levels of contracts and values of
16 contract that could be let by the executive, by the
17 operations committee, and by the board. I can't
18 remember exactly what they were, but larger-scale
19 programmes would always be taken to the board for
20 approval.

21 Q. So monetary decisions, or decisions that were governed
22 by a monetary cap?

23 A. Certainly, yes, from the perspective of contracts, yes.

24 But also -- there were also issues of policy and --

25 Q. Right.

14

1 A. -- that were taken to board and to operations committee
2 too.

3 Q. What were the limits of your authority to make decisions
4 without needing to seek the sanction of the TMO
5 executive board or the main board?

6 A. To be honest, that wasn't very clear to me, so I made
7 sure that I always got executive sign-off or board
8 sign-off as appropriate.

9 Q. Right. You say it was never very clear to you; does
10 that mean that no one ever spelt out precisely what you
11 could and couldn't do without authority?

12 A. I think there were levels of authority, but it was --
13 I always felt it was better and clearer to make sure
14 that there was a sign-off from the executive.

15 Q. Right.

16 When you came into the job in January 2013, did
17 anybody give you a job description?

18 A. Yes, I had a job description.

19 Q. You did?

20 A. Yes.

21 Q. Did that not set out precisely what the parameters of
22 your authority were?

23 A. No.

24 Q. Did you ever have cause to discuss with anybody at the
25 TMO what the parameters of your authority were?

15

1 A. Yes, I did discuss it.

2 Q. You did?

3 A. And it was -- there were written descriptions of what
4 the authorities were, but I didn't think it was as
5 comprehensive as I would have liked, so I always made
6 sure that I was careful in delegating that
7 responsibility upwards.

8 Q. Give us an idea, if you could, what sort of areas you
9 thought it wasn't sufficiently comprehensive?

10 A. Just the -- so in terms of letting contracts, et cetera,
11 I would always make sure that I got an authority from
12 the executive in general.

13 Q. You mentioned a moment ago that you thought that the
14 written descriptions of your authority weren't
15 sufficiently comprehensive, so what sort of areas did
16 you think the written authority was insufficient in that
17 respect?

18 A. Well, I think that, within a programme or a contract,
19 I think I would always look to get an approval for that
20 contract, but within that contract sum, for example,
21 there would be clearer -- I would be clear I would be
22 able to award works within that contract sum. So
23 I would always make sure that there was a clear audit
24 trail as far as possible between the decision-making and
25 the executive and the board.

16

1 Q. Can you give us some sort of monetary level or limit
2 where you were completely clear you wouldn't need to
3 seek anybody else's sanction when making a decision? Is
4 there a figure you had in mind?
5 A. No, I don't.
6 Q. What sort of decisions would David Gibson be able to
7 take without asking for your authority?
8 A. The same, in a way. We always ensured that we got
9 financial approvals through our board and through the
10 executive team, so we took reports up to be signed off
11 there. Within individual contracts that were let, David
12 would be able to award works within those values, within
13 the approvals that were approved at the board.
14 Q. Did David Gibson have a lesser level of authority than
15 yours, in monetary terms?
16 A. Well, I think he -- that would make sense. But, as
17 I say, I don't think it was as clear as it could have
18 been.
19 Q. Does the same apply to Paul Dunkerton and
20 Claire Williams?
21 A. Yes, I think we all worked to the authorities that we
22 got for the approvals of the contracts.
23 Q. But you can't help us on what the levels of authority
24 for Paul Dunkerton or Claire Williams were?
25 A. No.

17

1 Q. Nor I think David Gibson?
2 A. No.
3 Q. Now, let's go to Mr Dunkerton's first witness statement.
4 That's {TMO00000885/3}, please. I would like to go with
5 you to page 3, paragraph 17.
6 In paragraph 17, you see he says:
7 "Peter Maddison was then appointed as Director of
8 Asset Investment and Engineering and he had a very clear
9 view of how he wanted to manage the Project. Peter
10 almost immediately took over any involvement I had in
11 it."
12 Do you agree with that?
13 A. No.
14 Q. Do you agree with none of it or is there anything you do
15 agree with?
16 A. I would like to think I had a clear view of how I wanted
17 to manage the project, but I didn't take over
18 responsibility from Paul. When I joined the TMO, I'd
19 previously appointed David Gibson before I arrived, we'd
20 interviewed and offered the role to David, so David came
21 along shortly after me, and David took on responsibility
22 for managing Paul and the Grenfell Tower project. So
23 it's inaccurate to say that I was taking on management
24 of the project. My role was much broader and I wasn't
25 taking on day-to-day responsibility for this project.

18

1 Q. Yes, I see, thank you.
2 Now, I think you do agree that you had a very clear
3 view on how you wanted to manage the project. Is that
4 at least correct?
5 A. Yes.
6 Q. When you arrived at the TMO in the January of 2013, did
7 you sit down and read the key documents relevant to the
8 Grenfell Tower project?
9 A. No, I didn't.
10 Q. Did you read Studio E's stage D report from
11 December 2012?
12 A. I don't recall. I certainly would have been in meetings
13 where it was discussed. I don't recall whether I've
14 read it in detail.
15 Q. Right.
16 A. When I joined the project, I took briefings from each of
17 the parties, so met with Studio E and discussed the
18 project with them, and met with Artelia, in particular,
19 who gave a very sort of comprehensive induction into
20 their view of where the project was and what the issues
21 were.
22 Q. I see. So you met Studio E, and you met Artelia; did
23 you meet anybody else?
24 A. I'll have met others at project team meetings, but
25 really Studio E and Artelia were the key parties that

19

1 I discussed --
2 Q. Can you recall who the others were that you met at
3 project team meetings?
4 A. I remember meeting someone from Max Fordham.
5 Q. Yes.
6 A. And ... I'm struggling to remember who else, to be
7 honest.
8 Q. Well, we'll come back to those early days later.
9 Just staying with the question of Paul Dunkerton, we
10 know from your first witness statement that
11 Claire Williams succeeded Paul Dunkerton in
12 September 2013. In fact, is it right Paul Dunkerton
13 actually left earlier than September 2013?
14 A. I think he did, and I think there was an interim who
15 helped out in between, I seem to remember.
16 Q. Yes, and is it right that during the interim period,
17 which I think was three months, that role was covered by
18 Sasha Kulidzan?
19 A. That's correct.
20 Q. So you had -- is this right, so that I'm clear --
21 Paul Dunkerton before January 2013 --
22 A. Yeah.
23 Q. -- up to June 2013, I think. He then left. There was
24 then a three-month period until September, where the
25 role was occupied by Sasha Kulidzan, and then

20

1 Claire Williams took over as a permanent member of
 2 staff. Have I got that right?
 3 A. Yes, I think that's right.
 4 Q. Thank you.
 5 Now, Paul Dunkerton was actually only ever
 6 a temporary employee, wasn't he?
 7 A. He was.
 8 Q. So you had no permanent member of staff working
 9 primarily on the Grenfell Tower project between the time
 10 you arrived in January 2013 and September 2013, when
 11 Claire Williams arrived?
 12 A. That's correct.
 13 Q. Can we go to your second witness statement, please, at
 14 page 19 [TM000847337/19], and I want to go to
 15 paragraph 86. There you say in the second line:
 16 "I recall attending Claire's interview [that's
 17 Claire Williams] however I cannot recall the substance
 18 of what was said. My understanding is that there was
 19 a documented selection process led by David Gibson and
 20 supported by the Human Resources team. Claire will have
 21 completed an application explaining how her skills and
 22 experience met the requirements of the Job Description
 23 and Person Specification. Her skills and experience
 24 were tested through an interview process."
 25 Now, apart from attending her interview, what role

21

1 did you have in the recruitment of Claire Williams?
 2 A. That was the only role I performed.
 3 Q. Were you aware that she and David Gibson had worked
 4 together previously at Circle 33?
 5 A. Yes.
 6 Q. Were you aware of that at the time she came to be
 7 interviewed?
 8 A. Yes.
 9 Q. Now, you say in paragraph 86 that the documented
 10 selection process was led by David Gibson.
 11 Did David Gibson recommend Claire Williams for
 12 interview?
 13 A. I don't know that "recommend" is the right -- I think he
 14 may have contacted her and asked her if she was
 15 interested in applying. At the time it was very
 16 difficult to recruit project managers, and so we'd
 17 had -- we'd tried on a number of occasions to -- because
 18 there were a number of project managers within the team,
 19 so, yeah.
 20 Q. Do you know what the process was by which the applicants
 21 were selected for interview?
 22 A. I don't recall.
 23 Q. Did David Gibson have a role in making that selection?
 24 A. I don't recall. It would have been managed by the human
 25 resources team, and so David would have been working

22

1 with the HR team to run that process. I can't remember
 2 how it was run. We did sometimes use external
 3 consultants to help us find project managers, because it
 4 was a very difficult market.
 5 Q. Well, I was going to ask you: did you use external
 6 consultants or an agency in general in this recruitment
 7 process?
 8 A. I don't remember this particular recruitment process,
 9 but it was a common thing that we did because it was
 10 a difficult market.
 11 Q. Did David Gibson say anything about Claire Williams
 12 before the interview to you?
 13 A. I don't recall, no.
 14 Q. Okay.
 15 Sticking with paragraph 86, you say in the second
 16 and third lines that you don't recall the substance of
 17 what was said at the interview.
 18 Can you tell us whether she was or would have been
 19 asked about her experience in major works involving
 20 construction projects?
 21 A. Yes.
 22 Q. Can you remember whether she was asked about her
 23 experience acting as the client or employer in such
 24 projects?
 25 A. Yeah, I think she would have done.

23

1 Q. Do you know whether she was asked about her experience
 2 managing a project overcladding a high-rise residential
 3 building?
 4 A. I don't recall that. I'm not sure whether this role was
 5 specific to -- well, it wasn't specific to
 6 Grenfell Tower, it was a generic project management
 7 role. I don't recall whether it was just the one post
 8 we were recruiting to or whether it was more than one
 9 post.
 10 Q. Yes, I understand that.
 11 A. But I don't recall there being specific questions around
 12 overcladding the tower block, no.
 13 Q. At the time you were interviewing Claire Williams, do
 14 you remember whether you had an eye on her specifically
 15 for Grenfell or whether you were just interviewing her
 16 for a general role within the TMO?
 17 A. I think we would have made the judgement based on who we
 18 recruited as to how we would allocate the various roles
 19 within the capital programme team.
 20 Q. I see.
 21 A. So we were going to look at the strengths of the various
 22 candidates.
 23 Q. So, just to be very clear, when she was spotted, as it
 24 were, and interviewed, and at the time she was given the
 25 job, am I right in thinking that she wasn't interviewed

24

1 and given the job specifically in relation to the
 2 Grenfell Tower project?
 3 A. I think that's correct.
 4 Q. So the allocation of that project to her came at a later
 5 stage?
 6 A. Yes, although David and I would have probably discussed
 7 it shortly after deciding who was the successful
 8 candidate from the interview process.
 9 Q. I see.
 10 When that allocation decision was made, obviously
 11 you say you were involved in that decision; who else was
 12 involved in the decision to appoint Claire Williams to
 13 the role of project manager in respect of the
 14 Grenfell Tower project?
 15 A. I think that would have been a discussion between myself
 16 and David.
 17 Q. What factors did you take into account in making that
 18 decision?
 19 A. We wanted somebody who had a strong track record of
 20 having delivered programmes and projects from a client
 21 perspective, but we also wanted somebody who was really
 22 strong on managing a resident consultation process and
 23 very keen on engaging residents and making sure they
 24 were involved in the process.
 25 Q. Would you agree that the Grenfell Tower refurbishment

25

1 project was a complex one?
 2 A. Yes, it was complex.
 3 Q. I mean, it was lengthy, it was major and it had a number
 4 of different facets.
 5 A. Yes.
 6 Q. And it also involved residents remaining in occupation
 7 throughout, didn't it?
 8 A. It did.
 9 Q. Did you consider the relevance of the fact that
 10 Grenfell Tower, as part of the refurbishment project,
 11 was going to be overlaid when considering
 12 Claire Williams for the role of project manager?
 13 A. Not specifically, no.
 14 Q. You didn't?
 15 A. No.
 16 Q. Did you not ask her whether she had any specific
 17 experience in overcladding?
 18 A. I don't think we did. As I say, I think the role was
 19 a more generic role than specifically looking for
 20 someone with experience of cladding.
 21 Q. Going back to your professional expertise and
 22 experience, you told us that you don't have any
 23 technical qualifications.
 24 If we go to your first witness statement, please, we
 25 can look at paragraph 23 on page 4 {TMO00000892/4}. You

26

1 say there:
 2 "Although I had previously had some limited
 3 involvement with Asset Management projects that had
 4 involved cladding, I had and still have no technical
 5 ability or knowledge of either the materials used in
 6 cladding nor how they are required to be fitted."
 7 If you go to your second witness statement at
 8 page 11 {TMO00847337/11}, and we go to paragraph 51, you
 9 say there:
 10 "While employed at Lewisham Council, I was involved
 11 in several cladding projects, including Hawke Tower on
 12 Milton Court Estate and some limited involvement on the
 13 over cladding of two tower blocks on Pepys Estate. In
 14 these projects, Lewisham was the Client under a standard
 15 JCT contract. During my employment at Haringey Council,
 16 I was involved in the cladding of Trulock Court. This
 17 work was carried under a design and build project. None
 18 of these projects used rainscreen ACM i.e. aluminium
 19 composite material."
 20 What was the cladding used, do you remember, at
 21 Hawke Tower?
 22 A. It was brick and render.
 23 Q. What about Trulock Court?
 24 A. It was render.
 25 Q. And what about the Pepys Estate?

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1 A. I think the Pepys Estate was a sheet aluminium,
 2 I believe.
 3 Q. A sheet aluminium?
 4 A. Yeah.
 5 Q. So not ACM?
 6 A. No.
 7 Q. Do you remember what the insulation used in the
 8 Pepys Estate system was? I'm assuming that it was
 9 a rainscreen system as opposed to a rendered --
 10 A. To be honest, I don't know, and my involvement there was
 11 very limited. It was literally -- I gave a small amount
 12 of cover for a period when the development manager for
 13 that role was vacant, so I covered the Hawke Tower
 14 project and the Pepys Estate project for a short period
 15 of time. By that time, all of the material -- most of
 16 the build was complete, really, so I didn't really get
 17 involved in the material detail at that time.
 18 Q. I follow.
 19 Now, obviously your career before you joined the TMO
 20 spanned some 20 years. The list of projects that you
 21 have here involving cladding at paragraph 51 I think
 22 only identifies some three projects or so. Is that the
 23 total list, the complete list, of projects which you
 24 recall involving cladding during that period?
 25 A. Yes.

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1 Q. Right.
 2 Now, you say that the organisation you worked for
 3 was always client in the projects. Would you say that
 4 what was expected of you as client in the Grenfell Tower
 5 project was similar to the projects you had worked on
 6 before?
 7 A. Yes.
 8 Q. You say you didn't have any professional expertise with
 9 regard to building design. Do I take it from that that
 10 you didn't actually need or think you needed any
 11 building design expertise in order to carry out your
 12 role, either before joining the TMO or while at the TMO?
 13 A. No, my role was always a commissioning role, so putting
 14 in place a professional team to deliver projects. So
 15 I would work as the client and with the client to
 16 develop the brief for the project, and we'd put in place
 17 professional teams to deliver them.
 18 Q. Turning to the TMO's role as client specifically, I just
 19 want to explore that issue a little bit more closely.
 20 Can we go back to your first witness statement,
 21 please, page 8 {TMO00000892/8}, and go to paragraph 43.
 22 There you say:
 23 "As Client, TMO's role was to monitor and manage
 24 progress of the refurbishment work against budget to
 25 ensure delivery of the programme on behalf of RBKC,

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1 residents and leaseholders. Alongside contractors, its
 2 role was to liaise with residents to facilitate works
 3 within residential areas. TMO's role was also to report
 4 progress and budget to the TMO Executive, TMO Board and
 5 to RBKC."
 6 Is that a description of your role or does it apply
 7 to everyone involved in the project?
 8 A. Erm ... I think it's everyone in the project. So the
 9 client role here was about internal -- dealing with
 10 internal stakeholders, our board, the governance, and
 11 specifically with residents.
 12 Q. Yes.
 13 A. We would always put in place a professional team who
 14 took on the professional management of those contracts.
 15 Q. Right.
 16 A. And the client team would be monitoring those contracts
 17 and reporting.
 18 Q. Now, you say that TMO's role was to monitor and manage
 19 progress of the refurbishment work against budget to
 20 ensure delivery of the programme.
 21 A. Yes.
 22 Q. But do you accept that there were people within the TMO
 23 who were required to make decisions about design
 24 options?
 25 A. There was a discussion -- so, yes, I mean, ultimately

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1 there are decisions that the client will make, but will
 2 be made based on recommendations from the professional
 3 team.
 4 Q. Yes. And do you accept that people at the TMO played --
 5 and we'll come to it, but in general -- an active role
 6 in the design decisions which had an impact on the
 7 budget?
 8 A. Yes, as part of the client, but taking recommendations
 9 and working with the professional team.
 10 Q. Yes. And that, therefore, the TMO's role in monitoring
 11 and managing progress against budget involved at least
 12 some decision-making about what designs to have and what
 13 materials and products to have?
 14 A. I think that's ... we would take -- we would be looking
 15 for the professional team to make recommendations, and
 16 if there are choices and options, then we would consider
 17 those. But obviously we'd been assuming that everything
 18 that is proposed complies with regulation, and that the
 19 professional team was taking due diligence and making
 20 sure that the designs are appropriate.
 21 Q. Yes, I understand your position on that, Mr Maddison.
 22 I'm just seeking really to understand with greater
 23 precision what you would accept about the breadth of the
 24 role of monitoring and managing progress of the
 25 refurbishment work against budget.

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1 Do you accept that the role as described there
 2 extends to making decisions about design and materials?
 3 A. Yes, decisions based on recommendations from
 4 a professional team, and we would consider that in the
 5 context of the budget available.
 6 Q. Yes.
 7 Now, you have made it very clear in your evidence
 8 just now, and indeed in other parts of your statement,
 9 that you relied on the professionals involved at various
 10 stages of the works.
 11 A. Yes.
 12 Q. Let's just focus on that a little bit more closely.
 13 Can we look at your second witness statement and go,
 14 first, in that -- there are two passages I want to show
 15 you on this point -- to page 5 {TMO00847337/5} and look,
 16 please, at paragraph 21 there. You say under the
 17 heading "Pre-contract stage summary":
 18 "In summary, in relation to the pre-contract stage
 19 of the Project, I had no reason to doubt the
 20 professionalism or ability of any of the pre-contract
 21 professional team."
 22 Then sticking with this statement and going, please,
 23 to page 9 {TMO00847337/9}, and looking at paragraph 41
 24 with me under "Post tender summary", you say:
 25 "It was not brought to my attention at any stage by

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1 any of the above named professionals that any aspect of
2 the design, planning, or material selection, was
3 non-compliant with the current legislation or
4 regulations."

5 Would you agree that the position you're describing
6 here, and indeed in the first passage I read to you from
7 your statement, describes you requiring professionals
8 proactively bringing faults or concerns to your
9 attention?

10 A. Erm ... sorry, could you repeat the question?

11 Q. Yes. Are you, in this passage -- and let's just keep it
12 simple and stick to paragraph 41 -- saying that you
13 relied on your professional team to bring to your
14 attention any aspects of the design or planning or
15 material selection that you say was non-compliant?

16 A. Yes.

17 Q. But that presented a difficulty?

18 A. Yes.

19 Q. Does that tell us that, if they didn't bring anything
20 like that to your attention, you assumed that everything
21 was all right?

22 A. Well, there were checks in place at various times, so in
23 terms of the structure of the professional team here,
24 the -- at various stages there were different leads.
25 So, for example, in the pre-contract stage, Studio E

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1 were the lead consultants, and they co-ordinated the
2 project, and in the post-tender process, the contractor
3 took on responsibility, and we would be relying in that
4 stage on the employer's agents to flag up any issues
5 with managing our ...

6 Q. Did you -- and by "you", I mean both you and the TMO as
7 an organisation -- actively monitor the professionals'
8 work, for example to check from time to time that the
9 design professionals were performing their role
10 properly?

11 A. There was a structure of review and co-ordination of
12 meetings, so there was a structure of meetings where the
13 professional team would meet and they would discuss
14 progress and discuss specific issues, they were led by
15 Artelia as the employer's agent, and within that certain
16 aspects that were challenging or needed to be explored
17 would be interrogated by the professional team. So it
18 wasn't necessarily just the client doing that; it was us
19 relying on the professional team to work collaboratively
20 at looking at what was needed to make sure that we
21 complied.

22 Q. I think the broad thrust of what you're telling us is
23 that you would rely on your professional team completely
24 to make sure that there was compliance by you, the
25 client; you wouldn't monitor them actively to make sure

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1 that they were doing their work properly?

2 A. We would monitor them in the sense that they would
3 produce reports and they would produce summaries of
4 actions and financial reports, so there would be a whole
5 series of documentation that would sit behind the
6 project team and that would be interrogated by the team
7 and discussed, and my -- so my team would be part of
8 that process.

9 Q. Now, I would like to examine with you the TMO's
10 relationship with RBKC, if I can, and I want to start
11 with the modular management agreement, or the MMA. That
12 is at {RBK00019006}. There it is, and this is its first
13 page, volume 1 of the agreement. If you go to the
14 second page {RBK00019006/2}, at the top of page 2 you
15 can see the date, 12 June 2006, between RBKC and the
16 Royal Borough of Kensington and Chelsea Tenant
17 Management Organisation, called the BWTMO.

18 Do you know why it was called the BWTMO?

19 A. No, I've never seen that before.

20 Q. Never seen it before? Have you ever seen this document
21 before?

22 A. I've seen extracts of it, I suspect. It was a document
23 that developed and evolved over time and certain aspects
24 would be developed, but I've never seen BWTMO.

25 Q. Did you know that in fact there was another MMA entered

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1 on 26 November 2015? Did you know that?

2 A. I may have done. It didn't --

3 Q. We don't need to go to it. For reference purposes, it's
4 {RBK00018796}, but there is no need to go to it.

5 Looking at what's on the screen in front of you, do
6 you remember that this was the document which governed
7 the relationship between RBKC on the one hand and the
8 TMO on the other?

9 A. Yes.

10 Q. Can we go to page 12 {RBK00019006/12}, please. This is
11 in volume 1, within chapter 1, clause 4.2, and it's
12 under the broad heading "Statement of exercise of
13 management functions under the right to manage". Under
14 4.2, the agreement says:

15 "Nothing in this Agreement gives the BWTMO any
16 ownership or other legal rights or imposes any
17 obligations in respect of the Property other than the
18 right to manage and maintain the Property. Nothing in
19 this Agreement affects the Council's legal relationship
20 with its tenants or leaseholders and the Council retains
21 its statutory, contractual and common law obligations to
22 them and all other clauses in this Agreement are subject
23 to this clause."

24 First of all, did you ever look at that part of the
25 MMA?

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1 A. I don't think I did, no.
 2 Q. In general terms, was it your understanding that
 3 the council retained its legal obligations to the
 4 tenants and leaseholders of the buildings of which it
 5 was freeholder, as provided for in this agreement?
 6 A. Yes.
 7 Q. Yes.
 8 Now, let's look at page 35 {RBK00019006/35}. In
 9 page 35 -- which is in volume 1, chapter 2 -- we see
 10 clause 6, and this is entitled "Major works", and at 6.1
 11 it says:
 12 "The BWTMO agrees to enter into contracts for agreed
 13 Major Works and supervise such works if the Council has
 14 included a sufficient amount within the Allowances for
 15 the BWTMO to carry out such works."
 16 Now, are you familiar with this provision?
 17 A. I don't really recall, to be honest.
 18 Q. Are you familiar with the principle that the TMO enters
 19 into contracts for agreed major works and should
 20 supervise the works if the council has included
 21 a sufficient amount within the allowances?
 22 A. Yes.
 23 Q. What, at the time, did you understand the obligation to
 24 supervise such works involved?
 25 A. I think the TMO took on all responsibilities to

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1 supervise the role as the client on behalf of
 2 the council.
 3 Q. Would that include making sure that designers had the
 4 relevant experience?
 5 A. Yes.
 6 Q. And were properly appointed?
 7 A. Yes.
 8 Q. And that they weren't putting in artificially low
 9 figures that could never be achieved?
 10 A. Yes.
 11 Q. Did you understand that the obligation to supervise such
 12 works was a proactive role, in other words actively to
 13 supervise?
 14 A. Yes.
 15 Q. This wasn't just assuming responsibility away from RBKC,
 16 it involved proactive work; you understood that?
 17 A. Yes.
 18 Q. And presumably -- is this right? -- to the best of your
 19 understanding, RBKC expected the TMO to take an active
 20 role in supervising the construction professionals in
 21 the delivery of their work?
 22 A. Yes.
 23 Q. Can we please have pages 81 and 82 of the MMA up
 24 together. At the top of page 81 {RBK00019006/81} we can
 25 see chapter 7, and the title is:

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1 "Staffing and Management of the Relationship between
 2 the BWTMO and the Council."
 3 At the bottom of page 82 {RBK00019006/82} we can see
 4 clause 4, which is entitled "Employment of contractors",
 5 and at clause 4.2, if we just see that, it says:
 6 "The BWTMO will only appoint contractors who:
 7 "a) have the capacity to do work required by the
 8 BWTMO to an acceptable standard of quality."
 9 Did the TMO have a system for assuring itself or
 10 satisfying itself that it complied with that contractual
 11 obligation?
 12 A. Well, each -- there was due diligence carried out on the
 13 appointment of each contractor before appointment, and
 14 that would cover issues such as these.
 15 Q. So you say there was due diligence carried out on the
 16 appointment of each contractor before appointment. Are
 17 you satisfied that due diligence was carried out on each
 18 of the contractors that the TMO was engaging for the
 19 Grenfell Tower project before they were engaged on the
 20 Grenfell Tower project?
 21 A. When you say contractors, do you mean consultants?
 22 Q. Contractors and consultants, you're quite right.
 23 A. I was only involved in the due diligence on the
 24 selection of the main contractor, so I didn't have sight
 25 of what due diligence was carried out with the

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1 consultants.
 2 Q. When you came into the project, did you, either as part
 3 of the handover sessions that you've described or
 4 privately on your own, investigate what due diligence
 5 had been done into Studio E's fitness for appointment as
 6 architects on the Grenfell Tower project?
 7 A. I didn't at that stage, because when I arrived in the
 8 project it was already at stage D, and the -- so at that
 9 stage we were trying -- the project had stalled and we
 10 were trying to move it on. So really the only work that
 11 was carried out by the professional team at that stage
 12 was to take the project from stage D to stage E, so it
 13 was quite a limited amount of work. So I didn't have
 14 any cause -- I took at face value that the due diligence
 15 had been carried out before I arrived.
 16 Q. Now, before we look at Grenfell Tower specifically,
 17 I want to ask you some questions about your fire safety
 18 knowledge and training, so it's a different topic.
 19 In your second witness statement, I think you
 20 answered some of the questions posed by the Inquiry
 21 about what fire safety training you'd received. Can we
 22 go to that second statement, and look at page 16
 23 {TMO00847338/16}. I would like to go to paragraph 72,
 24 towards the top of the page. You say:
 25 "The TMO was a housing management organisation and

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1 during my employment there I received general health and
 2 safety training. We were given updates on this training
 3 in the Health and Safety Committee meetings which
 4 Barbara Matthews led and which I attended. In these
 5 meetings, we also discussed fire safety matters, such as
 6 amendments to our policies and updates on the progress
 7 of the Fire Risk Assessment programme. However,
 8 wherever I have worked it is not the role of the housing
 9 management organisation to be the technical expert."

10 Now, did general health and safety training that
 11 you're referring to there include training on
 12 fire safety matters?

13 A. In overview, yes.

14 Q. Can you explain what you mean by in overview?

15 A. It was a general health and safety training session. It
 16 took up a day and looked at all aspects of health and
 17 safety in relation to health and safety at work, CDM and
 18 fire safety in various other aspects, as I remember.

19 Q. Was the fire safety training that you described directed
 20 to how the TMO should deal with fire safety in its
 21 building stock?

22 A. It was more general than that.

23 Q. It was more general than that, was it?

24 A. Mm.

25 Q. What about its obligations under the Fire Safety Order

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1 of 2005, otherwise known as the Regulatory Reform Order?

2 A. I'm sure that would have been mentioned. I don't recall
 3 the content of the training in great detail.

4 Q. Was there anything ever given to you by way of training
 5 on managing fire safety in a residential high-rise
 6 building?

7 A. Not specifically, no.

8 Q. Right.

9 Does that tell us that when you took over oversight
 10 of the Grenfell Tower project, with your clear view of
 11 it, you had had no training on managing fire safety in
 12 a high-rise residential building?

13 A. That's right.

14 Q. Now, you I think say that you had updates on training at
 15 health and safety committee meetings. Does that tell us
 16 that there was no formal updating or professional
 17 development course available on fire safety?

18 A. Erm ... no, not that I recall.

19 Q. So there was no formal updating or keeping you current
 20 about fire safety matters?

21 A. There were briefings that we received through the health
 22 and safety committee.

23 Q. On that committee, would I be right in thinking that
 24 that committee, through those meetings, you would focus
 25 on specific concerns or events relevant to particular

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1 buildings within the TMO stock?

2 A. Yes, but also there was a health and safety team who
 3 would give specialist support and advice, and we would
 4 bring in specialist advice as necessary if -- throughout
 5 particular projects.

6 Q. You say "if necessary throughout particular projects";
 7 did you ever engage the specialist support and advice of
 8 TMO's health and safety team on Grenfell?

9 A. At various points in the project, yes. There were
 10 certainly discussions with the health and safety team.

11 Q. Yes, at various points.

12 A. Yes.

13 Q. Can you tell us specifically?

14 A. I'm struggling to remember specifics. Certainly we took
 15 advice from the -- well, we carried out a fire risk
 16 assessment before starting the work and took advice from
 17 that. We also engaged the fire risk assessor that we --
 18 to consider certain aspects of the work at various
 19 stages when there were issues raised from residents,
 20 for example.

21 Q. But I'm taking from your answers that you didn't think
 22 it appropriate or necessary to embed a member of the
 23 TMO's health and safety team within the TMO's
 24 Grenfell Tower refurbishment project team so that they
 25 were there as a permanent resource?

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1 A. I mean, the health and safety team was only -- was
 2 a very small team, I think a team of two in the TMO, and
 3 the -- I wasn't -- I've never really come across
 4 a situation where you would have a specialist
 5 fire safety person within a capital programme delivery
 6 team. That hasn't been my experience.

7 Q. Is the position -- it sounds as if it is -- that the
 8 health and safety team would be consulted by the project
 9 team on an as-and-when basis if they perceived that
 10 expertise was needed, but there was no holistic overview
 11 by the TMO's specialist health and safety team of the
 12 project as it developed?

13 A. That's right, but we would also take advice from the
 14 professional team of any specialist advice they would
 15 need around fire safety or other health and safety
 16 issues, and obviously we had the CDMC role as well,
 17 where they would have a role in ensuring that we had the
 18 right advice and the right health and safety approach in
 19 place.

20 Q. Leaving aside the health and safety team, were you aware
 21 if anybody at the TMO involved on the Grenfell Tower
 22 project had specific training in fire safety risks which
 23 were posed by the refurbishment works?

24 A. Not specific, but we -- there was a regular engagement
 25 with the head of health and safety and various other

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1 bodies, such as the fire risk assessor and the
 2 Fire Brigade, throughout the development and delivery of
 3 the project.
 4 Q. You say regular engagement. Is that right? Were there
 5 regular updating meetings with the health and safety
 6 team at each stage of the project so that the health and
 7 safety team could have an overview or a holistic view of
 8 the Grenfell Tower project?
 9 A. Well, I think it was mainly on site aspects, so I think
 10 that Claire Williams met with Janice Wray quite
 11 frequently on site and often brought along other
 12 specialists, so Carl Stokes, the fire risk assessor, and
 13 the Fire Brigade had regular familiarisation visits.
 14 Q. I think you were saying before that the consultations of
 15 the health and safety team would be essentially limited
 16 to things that Claire Williams would want to have their
 17 input on?
 18 A. Yes, and a more broad -- a broad overview of attending
 19 site and ensuring things seemed right. But, yeah, they
 20 weren't involved -- the health and safety team weren't
 21 involved in the day-to-day project management of the
 22 project.
 23 Q. I'm going to ask a different topic now. I'm going to
 24 ask you some questions about fires in residential blocks
 25 in the UK and what you knew of them before the

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1 Grenfell Tower project started.
 2 Can we go to page 11 of your second statement
 3 {TMO00847337/11}. This is paragraph 52, and in the
 4 second sentence you say:
 5 "I recall that the findings of the Lakanal House
 6 Inquiry were referred to and considered by the TMO, as
 7 were the findings made in relation to the fire at
 8 Shepherds Court. In relation to the Shepherd's Court
 9 fire, I recall being forwarded by Janice Wray a copy of
 10 a letter from the LFB entitled 'Tall Buildings -
 11 External Fire Spread' in April 2017. I recall
 12 discussing the contents of this letter with Janice Wray.
 13 However, my recollection is that the letter was
 14 referring to the risk associated with 'non-compliant'
 15 cladding and I understood the cladding of Grenfell Tower
 16 to be fully compliant with building regulations as
 17 Building Control issued a Certificate of Completion."
 18 There is a lot in there, but I just want to focus on
 19 the findings of the Lakanal House Inquiry, as you put
 20 it. In fact, it was an inquest or series of inquests;
 21 that's right, isn't it, technically?
 22 A. I don't know.
 23 Q. You don't know?
 24 A. I accept your point.
 25 Q. Just to give you a bit of clarification so that we can

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1 put this in context, the fire at Lakanal occurred on
 2 3 July 2009 in what was a 14-storey tower block called
 3 Lakanal House, as a result of which there were six
 4 deaths. Do you remember that?
 5 A. I do.
 6 Q. And the inquest into those deaths ended in the January,
 7 the hearings ended in the January of 2013, and
 8 the Coroner's Rule 43 recommendations were made on
 9 28 March 2013. That's the background.
 10 If we now go to a document, {TMO10003102}, please,
 11 we come to a set of draft minutes -- they appear to be
 12 a draft, because it says "Draft" watermarked through
 13 it -- of the operations committee of the TMO on
 14 2 May 2013.
 15 On the first page, we can see who was present, and
 16 I just want to show you the list of presentees, the
 17 third one down being a gentleman called Peter Molyneux,
 18 council-appointed board member, and he is given the
 19 initials PM. Then in attendance we can see
 20 Sacha Jevans, director of operations, and then just
 21 a little bit further down you, Peter Maddison, director
 22 of assets and regeneration, and you are given the
 23 initials "PMa", do you see?
 24 A. Yes.
 25 Q. So as to distinguish you from Peter Molyneux.

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1 Janice Wray was also there as well.
 2 If we go to page 4 {TMO10003102/4} in this, please,
 3 I want to show you the bottom half of the page, item 10,
 4 "Health and safety report". It says:
 5 "JW introduced the report informing the Committee of
 6 the TMO's current position in relation to Fire Risk
 7 Assessments. The report provided information on the
 8 following ..."
 9 Then there is a list of six bullet points and the
 10 last two say:
 11 "TMO's Fire Safety Policy & Strategy."
 12 Then the last one says:
 13 "The recommendations made by the Coroner's(sic)
 14 following inquests on fires at Lakanal House and in
 15 Southampton and response from Communities & Local
 16 Government to date."
 17 Then it says:
 18 "PM asked whether there is a risk to the TMO as
 19 a corporate body. JW confirmed that enforcement lies
 20 with statutory body not us and enforcement is still to
 21 be decided between the Council and the firebrigade (sic)
 22 but it is deemed that we are carrying out the due
 23 diligence."
 24 Just looking at that block of text then, first, the
 25 reference to Southampton, were you familiar with what

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1 that was?

2 A. Yes.

3 Q. What was that?

4 A. There was a fire where two firefighters decide.

5 Q. That's Shirley Towers, I think. Does that name ring

6 a bell?

7 A. It doesn't, but ...

8 Q. All right.

9 You can see it is JW introducing the report. That's

10 Janice Wray, I think, isn't it?

11 A. It is, yes.

12 Q. Do you recall this meeting specifically?

13 A. Not specifically, no.

14 Q. There is a question asked at the end by PM. That must

15 be Peter Molyneux and not you, is that right?

16 A. Yes, I think so.

17 Q. We can see the response:

18 "JW confirmed that enforcement lies with statutory

19 body not us and enforcement is still to be decided

20 between the Council and the firebrigade but it is deemed

21 that we are carrying out the due diligence."

22 Am I right to think that this question was about

23 corporate exposure, in other words focusing on the TMO

24 protecting itself from legal liability of some kind?

25 A. I'm assuming that this was more about the fire -- the

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1 leaseholder flat entrance doors, which had been -- there

2 was an issue which was causing some issues because of

3 the -- I understand the TMO and the council didn't have

4 a right to enforce, and so that was causing some

5 difficulties. So I suspect that minute is probably

6 related to that specific point.

7 Q. I see. And the question of flat front doors is the

8 fourth bullet point down, if you look at it --

9 A. Yes, yes.

10 Q. -- to be fair to you:

11 "The current position on enforcement on potentially

12 non-compliant Leaseholder flat entrance doors within

13 enclosed blocks and the 'due diligence' approach the TMO

14 has adopted whilst responsibility for enforcement is

15 clarified."

16 So you think that Peter Molyneux's question related

17 to that?

18 A. I assume so. I don't recall the meeting specifically.

19 Q. Right. I see.

20 Was there any discussion about whether the TMO

21 should follow the Coroner's recommendations, regardless

22 of whether there was any legislation that was to follow?

23 A. There was a discussion that -- with the health and

24 safety committee regarding issues, and there was

25 a report reported there.

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1 Q. Let's come on to that, then.

2 Can we go to your third witness statement

3 {TMO00873688}, please, and go to page 1 and then over to

4 the top of page 2. You say in paragraph 5 at the bottom

5 of page 1:

6 "I am aware that Janice Wray, the TMO's Health and

7 Safety and Facilities Manager, produced a briefing note

8 on the fire at Lakanal House prior to these

9 presentations ..."

10 The presentations, I should just say, that you're

11 referring to are those at the end of 2013. You say,

12 over the top {TMO00873688/2}:

13 "... taking place. This presentation was

14 considered at a Health and Safety Committee meeting that

15 I attended. I also recall reading a report produced by

16 the London Fire Brigade following the Shepherds Court

17 fire."

18 If we go now to {TMO10039094}, please, this is

19 a briefing note on fire at Lakanal House Southwark.

20 Is this the briefing note that you are referring to

21 at paragraph 5 of your third witness statement that

22 we've just seen?

23 A. I think so, yes.

24 Q. If we go to page 4 {TMO10039094/4} -- it's a four-page

25 document -- we can see that Janice Wray has signed it

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1 and dated it June 2013. Does this ring a bell with you,

2 Mr Maddison?

3 A. I haven't seen this for a while, but I certainly

4 recognise the first bit.

5 Q. It looks like a document you're referring to in your

6 statement.

7 A. Yeah.

8 Q. Do you think it was?

9 A. I think it probably is.

10 Q. Right. On page 4, as you can see, just towards the top

11 of the page, "Shirley Court, Southampton - Fire on

12 6th April 2010", so it looks like the Shirley Towers

13 fire was the Southampton fire referred to in the

14 previous minute of the meeting in May.

15 Do you remember when the health and safety committee

16 meeting took place that considered this document?

17 A. I'm sorry, I don't.

18 Q. Right. Well, we may be able to track it down, because

19 you didn't give the date in your statement.

20 Can we go to {TMO00841428}, please. This is

21 a committee meeting of the TMO health and safety

22 committee. We can see that Janice Wray is present, if

23 you look at the second attendee down. Do you see that?

24 A. Yes.

25 Q. Now, I'm not sure that you were present, because you're

52

1 not listed as present, and it doesn't look as if you
 2 apologise for your absence either.
 3 Was it a meeting that you would normally expect to
 4 attend?
 5 A. Not at this stage. When these meetings were run by
 6 Anthony Parkes, my team would be represented there, so
 7 Alex Bosman and John Borra were from my team, so they
 8 attended to consider certain issues. That changed as
 9 the health and safety committee meetings evolved.
 10 Q. Right.
 11 We know that a paper was presented at this meeting
 12 because the paper we've just been looking at was
 13 attached to the agenda. Let's just trace it through.
 14 The agenda is at {TMO10039091}. And you can see item 6:
 15 "Briefing Note on Lakanal House fire - circulated
 16 with Agenda."
 17 Do you see that?
 18 A. Yes.
 19 Q. Then the paper that's attached to the agenda is at
 20 {TMO10039094}. If we can just flash that up, you will
 21 see that that's the paper that we saw before, dated
 22 June 2013 by Janice Wray.
 23 Now, if we go to the meeting note itself, it's
 24 {TMO00841428/4}. Look at item 6:
 25 "Lakanal House.

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1 "6.1 A briefing note was circulated showing
 2 a timeline for the escalation of the fatal fire at this
 3 block and there was a discussion about the factors that
 4 contributed to the speed of fire spread. Further the
 5 briefing note outlined the recommendations made by the
 6 Coroner following the Inquest, the likely impact of
 7 these and what action the TMO should take."
 8 Then there are some specifics underneath that which
 9 you can see there.
 10 Now, as we I think have established, you weren't at
 11 the meeting. Am I right in thinking that you didn't see
 12 the agenda either?
 13 A. I don't think I would have done.
 14 Q. Can you tell us, what were the circumstances in which
 15 you saw the paper that was attached to the agenda?
 16 A. I think that was presented to a future health and safety
 17 committee, from memory.
 18 Q. Right. We certainly know that it was presented much
 19 later in 2017. Does that ring a bell with you?
 20 A. I've no -- I really have no recollection of the dates,
 21 I'm afraid.
 22 Q. To give you the picture, there was a prosecution of
 23 Southwark Council in 2017, and if we go to the minutes
 24 of the health and safety meeting of 16 March 2017, this
 25 is at {TMO10016739}, this time we can see that you were

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1 present, you're the fourth person down immediately under
 2 Janice Wray. Do you see that?
 3 A. Yes.
 4 Q. It's dated 16 March 2017 at 10.30 am.
 5 If we look at page 5 {TMO10016739/5} under
 6 paragraph 5.0 and 5.1, we can see:
 7 "Lakanal House - LFB prosecution of London Borough
 8 of Southwark."
 9 "The paper was discussed and it was noted we were
 10 compliant with the offences for which Southwark had been
 11 prosecuted."
 12 Do you see that?
 13 A. Yes.
 14 Q. Now, the agenda, if we just go to that, is at
 15 {TMO10016238}, and again at item 6, against the perhaps
 16 optimistic time of 11.15:
 17 "Paper & appendix. Lakanal House - LFB prosecution
 18 of London Borough of Southwark."
 19 Do you see that?
 20 A. Yeah.
 21 Q. Do you think that was the time at which you got the
 22 paper?
 23 A. I really can't --
 24 Q. The June 2013 paper?
 25 A. I've got no recollection of this, I'm afraid.

55

1 Q. Right.
 2 Let's look at the email sending the agenda. It's
 3 {TMO10016229}. There is the email from Janice Wray,
 4 13 March 2017, and it comes to you as the third
 5 recipient in the list, and you can see the list of
 6 attachments, and one of the attachments, four lines down
 7 in the list, if you can just cast your eye down there,
 8 Mr Maddison, "Lakanal House briefing note for H&S Com
 9 June 2013". Do you see that?
 10 A. Yes.
 11 Q. Can we take it that Janice Wray's June 2013 Lakanal note
 12 was sent to you on 13 March 2017 as part of the agenda
 13 item for the meeting, the minutes of which we've just
 14 seen?
 15 A. That looks to be the case.
 16 Q. Yes.
 17 Having shown you those documents, when do you think
 18 you first became aware of Janice Wray's Lakanal House
 19 briefing note of June 2013?
 20 A. I'm afraid I really can't remember. I mean, I remember
 21 there being discussions within the TMO about the
 22 Lakanal House fire, and I can't tell when that paper
 23 specifically came to me. I don't know.
 24 Q. Were you ever, to the best of your recollection,
 25 actually involved in the discussions about what to do

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1 about the Lakanal Coroner's recommendations?
 2 A. I do remember a conversation at the health and safety
 3 committee, but that may have been the later one, I don't
 4 remember.
 5 Q. When you say the later one, the one in March 2017?
 6 A. Yes.
 7 Q. Right.
 8 Can we then go back to the briefing note and, in the
 9 light of what you have told us and your recollection of
 10 it, let's see how far we get with it. {TMO10039094}.
 11 You can see the first page there.
 12 A. Could I see the second page?
 13 Q. Indeed. If we go to the second page {TMO10039094/2} --
 14 well, let me just draw -- well, you have got it there
 15 now, I was going to draw your attention to some things
 16 on the first page, but we can go back to that.
 17 That is the second page. Is there anything you
 18 would want to point out?
 19 A. Could I see the third page?
 20 Q. Certainly. Page 3, please {TMO10039094/3}.
 21 A. Okay, thank you.
 22 Q. Now, sticking with page 3, we can see at the top of the
 23 page, first paragraph, last two sentences, it says:
 24 "At the conclusion of the Inquest into this fire the
 25 Coroner made a number of 'Rule 43 recommendations' to

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1 the Department for Communities & Local Government
 2 (DCLG). These recommendations cover the following
 3 areas. Further, I have also outlined the TMO's current
 4 position/approach."
 5 If we go towards the bottom of the page, to item 4,
 6 it says:
 7 "Consider retrofitting of sprinklers in high-rise
 8 blocks.
 9 "TMO currently [so this is the current position]
 10 "Recently asked the LFB to confirm where they
 11 require sprinklers to be fitted and as yet no
 12 requirement to retrofit in high-rise blocks. A number
 13 of other landlords, most notably Southwark, have
 14 commissioned feasibility studies, however, they have
 15 confirmed that there is currently no resources to fund
 16 this."
 17 Did you know at any time between June 2013 and
 18 June 2017 that retrofitting sprinklers was one of the
 19 recommendations made by the Coroner at Lakanal?
 20 A. I was aware of that.
 21 Q. When did you become aware of that?
 22 A. I don't know specifically.
 23 Q. At latest it would have been, I would suggest, when you
 24 received the briefing note, as we know you definitely
 25 did, in mid-March 2017.

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1 A. Yes, and I certainly remember having a conversation with
 2 Janice Wray following the Southampton fire inquest in
 3 relation to sprinklers.
 4 Q. Right.
 5 A. And we took advice from the Fire Brigade at that time,
 6 I seem to remember.
 7 Q. I see. So you did give consideration to retrofitting
 8 sprinklers into your housing stock?
 9 A. Erm ... I think ... there was a consideration given to
 10 it, and we had a conversation with the Fire Brigade, who
 11 gave certain recommendations in terms of ... there was
 12 a report back from the Fire Brigade saying -- that
 13 Janice Wray had had with -- in relation to sprinklers,
 14 and it wasn't -- it was a very complicated issue that
 15 hadn't been given full consideration.
 16 Q. That hadn't been given full consideration --
 17 A. In a practical sense. In terms of, you know, the -- how
 18 that would be -- could be designed and how that could be
 19 delivered and how it could be afforded, so -- and the
 20 note from the Fire Brigade was quite -- wasn't saying
 21 that they specifically -- that we needed to install them
 22 at this stage, but it was a recommendation from
 23 the Inquiry that needed some consideration.
 24 Q. Yes.
 25 Was the question of money a stumbling block in the

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1 decision not to retrofit sprinklers once you'd seen the
 2 Rule 43 recommendations from the Coroner at Lakanal?
 3 A. I don't think we ever got as far as getting a full cost
 4 of what it would be, and I think some of the other
 5 issues were the practical issues of how to do it, and,
 6 you know, so there wasn't a full considered approach to
 7 our strategy in relation to sprinklers.
 8 Q. Right.
 9 You see, in the note that we can see, Southwark are
 10 said to have no resources to fund the retrofitting of
 11 sprinklers. Was that the case also with RBKC, or the
 12 TMO, so far as it had a need within its own housing
 13 stock?
 14 A. I think this was an issue of strategy. So, in a way,
 15 part of the work that I was doing when I first arrived
 16 at the TMO was to put in place an asset management
 17 strategy which set the parameters within which we would
 18 be investing in the stock, and with that, we were in
 19 dialogue with the council about the level of investment
 20 needed and what the priorities were.
 21 At that time, I think we were looking at ensuring
 22 that the passive elements of fire safety were in
 23 operation, and particularly on Grenfell, the AOV there
 24 was beyond economic repair, and so the priority was
 25 really to make sure that what was there was put back in

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1 working order, and there wasn't a great -- there wasn't
 2 consideration that I can remember when I was on the
 3 project in relation to fitting sprinklers.
 4 MR MILLETT: Mr Chairman, I'm not quite finished on this
 5 document, but I have a few more questions on it, but
 6 it's probably time for a break.
 7 SIR MARTIN MOORE-BICK: It would be a sensible point, would
 8 it?
 9 MR MILLETT: Yes.
 10 SIR MARTIN MOORE-BICK: Thank you.
 11 I'm going to give Mr Maddison the usual injunction.
 12 MR MILLETT: Yes.
 13 SIR MARTIN MOORE-BICK: But I'll have to make an exception
 14 in relation to advice on the books, won't I?
 15 MR MILLETT: I think that's right, Mr Chairman.
 16 SIR MARTIN MOORE-BICK: He will need to speak to whoever is
 17 going to act for him in relation to that matter.
 18 MR MILLETT: He will need to remain free to speak to his new
 19 legal advisers about the narrow issue of disclosure of
 20 the diaries and the notebooks.
 21 SIR MARTIN MOORE-BICK: Yes.
 22 MR MILLETT: But not about their substance.
 23 SIR MARTIN MOORE-BICK: No, that's as it seemed to me, but
 24 thank you for confirming.
 25 MR MILLETT: Subject possibly to one qualification, which is

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1 the question of whether any of the substance is legally
 2 professionally privileged.
 3 SIR MARTIN MOORE-BICK: That's a different question.
 4 MR MILLETT: It is a different question, so it's a narrow
 5 direction.
 6 SIR MARTIN MOORE-BICK: Yes.
 7 Well, Mr Maddison, if you wondered what that was
 8 about, it is because we're about to have a short break
 9 in the proceedings and, whenever we do that, I warn the
 10 witnesses that they're not to talk to anyone else about
 11 their evidence or anything related to it. I would
 12 normally say just that to you, and leave it at that.
 13 But, of course, there is the question of the notebooks
 14 and the diaries, and we know that you're going to take
 15 advice from separate lawyers in relation to those
 16 matters. So, of course, although you mustn't talk to
 17 anyone about your evidence or anything relating to it,
 18 you obviously must be able to talk to your new lawyers,
 19 solicitors or counsel, about the notebooks that we now
 20 know existed and why they weren't brought to our
 21 attention sooner.
 22 It's possible that there may be passages within
 23 those notebooks that you might wish to say should not be
 24 disclosed because they are what lawyers call subject to
 25 legal professional privilege. I'm not going to give you

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1 a little lecture about what that involves, but that is
 2 something which you can talk to your new lawyers about,
 3 if it seems appropriate, and they will explain to you
 4 what that means.
 5 But I think I should say to you: please don't talk
 6 to your new lawyers -- or anyone else, come to that --
 7 about the substance of the contents of those notebooks.
 8 Do you understand the point I'm making?
 9 THE WITNESS: I understand, yes.
 10 SIR MARTIN MOORE-BICK: All right.
 11 With all that, I'm going to say we will have a break
 12 now. Come back, if you would, please, at 3.35, and then
 13 we will resume at that point.
 14 THE WITNESS: Thank you.
 15 SIR MARTIN MOORE-BICK: So would you like to go with the
 16 usher, please. Thank you.
 17 (Pause)
 18 Good. 3.35, please. Thank you.
 19 (3.20 pm)
 20 (A short break)
 21 (3.35 pm)
 22 SIR MARTIN MOORE-BICK: All right, Mr Maddison, are you
 23 ready to carry on?
 24 THE WITNESS: Yes, thank you.
 25 SIR MARTIN MOORE-BICK: Thank you very much.

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1 Yes, Mr Millett.
 2 MR MILLETT: Mr Chairman, thank you.
 3 Mr Maddison, can we go back to the document we were
 4 in, which is Janice Wray's June 2013 Lakanal note,
 5 {TMO10039094/3}, please.
 6 At the bottom there, where we were, paragraph 4:
 7 "Consider retro fitting of sprinklers in high-rise
 8 blocks."
 9 You can see in the first line at the end it says:
 10 "... as yet no requirement to retrofit ..."
 11 My question is: to the best of your recollection,
 12 was there a discussion or a decision made about not
 13 retrofitting sprinklers in your housing stock because
 14 there was, at least as yet, no legal requirement to do
 15 so?
 16 A. I don't think there was a decision of that nature made.
 17 I think it was identified as an issue, but it was a very
 18 complex issue in terms of the practicalities, and
 19 I think we probably needed to do a lot of feasibility
 20 work in terms of understanding how it could be done and
 21 how much it would cost.
 22 Q. To what extent did the fact that sprinklers were not
 23 a legally required factor for the TMO in deciding what
 24 to do play in its decision-making?
 25 A. I think the focus -- can you just remind me what date

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1 we're talking about?

2 Q. This is immediately after or within a few months of the

3 Lakanal Coroner's Rule 43 recommendations, June 2013, so

4 about six months after you arrived at the TMO.

5 A. I mean, the focus really was what was detailed in the

6 asset management strategy that was agreed with

7 the council around that time, and that put health and

8 safety issues as a high priority within the strategy.

9 Q. Yes.

10 A. But the priority at that time was really about making

11 sure that what was currently there was compliant,

12 rather -- and the focus hadn't really moved on to the

13 opportunities of installing sprinkler systems at that

14 time.

15 Q. Would it be fair to say that because you didn't have to

16 do it, you didn't do it?

17 A. Erm ... I think there's a -- I think there's -- that's

18 a fair enough thing to say, but I think it was probably

19 more complicated than that.

20 Q. Yes. I understand it was difficult.

21 A. Issues around the feasibility and the management of the

22 systems was problematic too.

23 Q. Thank you.

24 Sticking with this paper, right at the very bottom

25 you can see item 5:

65

1 "Review Approved Document B of the

2 Building Regulations - clear reference to External Fire

3 Spread."

4 Over the page, page 4 {TMO10039094/4}, at the top

5 you can see it says:

6 "Whilst we cannot be sure how DCLG will respond to

7 these recommendations it is considered unlikely that

8 they will make existing legislation more onerous

9 especially if this requires landlords to undertake

10 significant as yet unresourced works."

11 Now, as to the reference to Approved Document B and

12 clear reference to external fire spread there in this

13 document, do you recognise that, or did you when you saw

14 this document recognise that, as a reference to fire

15 spread in the cladding at Lakanal House?

16 A. I certainly recognised it in relation to fire spread

17 through -- and the fire compartmentalisation within

18 Lakanal House not being adequate.

19 Q. Do you recall there being any discussions about the

20 external wall build-up or exterior wall construction

21 contributing to the fire?

22 A. Yes.

23 Q. Now, of course, as we know, central to the

24 Grenfell Tower refurbishment project was the

25 overcladding of a residential high-rise block.

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1 Did you consider that the lessons from the

2 Lakanal House fire might be relevant to the project you

3 were overseeing?

4 A. Erm ... I don't remember a specific reference back to

5 Lakanal House, but my focus was really on ensuring that

6 the works that were carried out to Grenfell Tower

7 complied with the regulation.

8 Q. Right.

9 A. I didn't specifically reference that back to

10 Lakanal House.

11 Q. I see.

12 Did you ever connect the dots and think that the

13 lessons and experiences from Lakanal House might be

14 relevant learning points in relation to the safety of

15 the cladding at Grenfell?

16 A. Well, I was conscious that Lakanal House and

17 Grenfell Tower were very different constructions, and so

18 my reference points were really towards other similar

19 buildings that had had similar treatment.

20 Q. When you say your reference points were towards similar

21 buildings that had had similar treatment, what are you

22 referring to?

23 A. Well, there are a number of overclad buildings within

24 London, so I'd visited some of them and seen them, so

25 I had assumed -- I was looking for those as reference

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1 points, because they were a more similar construction

2 than, say, Lakanal House was to Grenfell Tower.

3 Q. Which were the overclad buildings in London you visited?

4 A. I'd visited -- so I had been to the Chalcots Estate in

5 Camden. I'd worked in Camden at the -- not on that

6 project specifically, so I was aware of that and had

7 visited that estate to look at the works.

8 Q. Right. When did you visit that estate?

9 A. Probably late 1990s.

10 Q. Late 1990s?

11 A. Sorry, am I thinking ... no, sorry, not late 1990s.

12 Sorry, I'm ... it must have been ... it was at my time

13 when I was working at Hyde Housing Association,

14 I remember, so --

15 Q. At Hyde? You were working at Hyde?

16 A. Yes. I went and visited that estate.

17 Q. That would have been before you went to the TMO?

18 A. Yes.

19 Q. Did you visit the Chalcots Estate while it was being

20 re-clad, during the re-cladding project?

21 A. Yes.

22 Q. You did?

23 A. Yes. Certainly through the refurbishment work. I think

24 the cladding was complete when I visited.

25 Q. What was your role at Hyde Housing which took you to the

68

1 Chalcots project at the stage of its refurbishment that
 2 you visited it?
 3 A. I was responsible for stock condition, stock transfer
 4 works, so putting together programmes of work with
 5 reference to potential stock transfers from local
 6 authorities to housing association. So I managed
 7 programmes of work there.
 8 Q. Did you meet any of the contractors or subcontractors
 9 when you visited?
 10 A. I don't remember who I was there with. I can't ...
 11 Q. Did you have any discussions when you visited it with
 12 any contractor or subcontractor about the cladding
 13 system?
 14 A. Not specifically, it was more about the approach to
 15 complex works with residents in occupation and
 16 management of that. It wasn't a technical review
 17 meeting; it was reviewing approaches to complex
 18 projects.
 19 Q. Do you remember who you spoke with or dealt with?
 20 A. I remember the chief -- I can't remember the name of the
 21 chief executive of the PFI, because it was a PFI
 22 project, was certainly there, and I can't remember who
 23 else.
 24 Q. Are there any other overclad residential tower blocks
 25 you visited in addition to Chalcots?

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1 A. Well, there are others that I've worked on that have
 2 been overclad, so not -- I'd visited, so there were some
 3 in Lewisham which I was working on as part of --
 4 Q. We have discussed that already.
 5 A. No, this is a different --
 6 Q. These are different ones, are they?
 7 A. Yeah, this is when I was at Hyde, there were a number of
 8 tower blocks at the bottom of the Old Kent Road, I think
 9 it was Hatcham Park Estate, which had been overclad. So
 10 I worked on that as part of a potential stock transfer,
 11 but, again, didn't know the nature of the material, and
 12 the contractor significantly at Chalcots Estate was
 13 Rydon. They were the principal contractor for the PFI.
 14 Q. Indeed they were, we know that. Who were the
 15 contractors at the Old Kent Road project, which I think
 16 you called Hatch --
 17 A. Hatcham Park, I think.
 18 Q. Hatcham Park?
 19 A. I don't know the contractor. The works were long
 20 finished when I was working on that project.
 21 Q. When did you visit that project?
 22 A. That was when I was at Hyde, so we were working on
 23 a potential stock transfer from the borough to Hyde
 24 Housing Association.
 25 Q. Just for convenience's sake, can you give us the dates

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1 you were at Hyde?
 2 A. I would say probably from 2005 to around 2010.
 3 Q. Right. In fact, I think, I have been reminded, you were
 4 at Hyde from 2006 to 2011. That's in your first witness
 5 statement.
 6 A. That sounds right.
 7 Q. Right, okay.
 8 In what way was Lakanal different from the Grenfell
 9 construction, do you know?
 10 A. Well, Lakanal was a lower rise block and it was more of
 11 a medium-rise construction, and from the photographs
 12 I've seen, it wasn't completely overclad, there was more
 13 infill panels around window frames, so it seemed like
 14 a different construction, whereas the construction that
 15 I'd seen on these other blocks that I didn't work on but
 16 was familiar -- had visited were more akin to the full
 17 envelope overcladding that you can see on
 18 Grenfell Tower.
 19 Q. Can we go forward, then, in time to the March of 2017
 20 and the health and safety committee meeting we looked at
 21 earlier on. We go, I think, to {TMO10016241}, please.
 22 This is a further paper by Janice Wray. It's called
 23 paper 6, and it's entitled "Lakanal House fire,
 24 London Fire Brigade prosecution of London Borough of
 25 Southwark, for information", and it looks very much as

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1 if this was one of the agenda items or formed part of
 2 the agenda pack which was circulated prior to the
 3 16 March 2017 health and safety committee meeting you
 4 attended; is that right?
 5 A. I don't know, but --
 6 Q. Right. Well, we will come back to this in a moment,
 7 let's just look at {TMO10016240}. There is the paper,
 8 and it's now called, at the top right-hand corner,
 9 "Paper 6 appendix A", so that looks like the same paper
 10 dated June 2013 we've just looked at, and if we go back
 11 to the second paper, {TMO10016241}, about the
 12 prosecution, that's paper 6, and if you look at the
 13 bottom, it deals with the prosecution of London Borough
 14 of Southwark, and there is a summary of what happened
 15 there.
 16 Do you remember that? Do you remember seeing this
 17 document?
 18 A. I don't remember it.
 19 Q. Well, let's look at the minutes of the meeting, then, at
 20 {TMO10016739}, and see if these prompt a recollection.
 21 You can see that here are the minutes again, we
 22 looked at them before. You're there, fourth attendee
 23 down, and if we go to page 5 {TMO10016739/5} of the
 24 minutes and go to item 5.1 -- and, again, I showed you
 25 this before -- it says:

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1 "The paper was discussed and it was noted we were
2 compliant with the offences for which Southwark had been
3 prosecuted."

4 Do you recall that discussion?

5 A. I don't recall that specific discussion, no.

6 Q. So you don't recall the discussion and you don't recall
7 seeing the paper of March 2017 I've just shown you,
8 which has the summary of the prosecution in it?

9 A. I just don't remember the meeting specifically. I mean,
10 if I was there, I'm sure I'll have absorbed it.

11 Q. Do you remember to what extent the meeting reviewed the
12 TMO's own systems and arrangements for complying with
13 the relevant obligations under the RRO, the Fire Safety
14 Order, in light of the fact that Southwark had been
15 prosecuted? Do you remember anything about that?

16 A. I'm afraid I don't.

17 Q. Do you know what the basis was for the note that "we
18 were compliant with the offences for which Southwark had
19 been prosecuted"?

20 A. Sorry, I don't.

21 Q. I mean, were any documents prepared and analysed so that
22 an informed discussion about that issue could happen, do
23 you know?

24 A. Sorry, I don't remember the specifics of this meeting at
25 all.

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1 Q. Do you know who it was who had made the decision or, if
2 you like, observation that the TMO was compliant with
3 the offences for which Southwark had been prosecuted?

4 A. I don't. I assume the minutes were taken by
5 Janice Wray.

6 Q. Right.

7 A. So ... but I don't know, sorry.

8 Q. You can't help?

9 A. No.

10 Q. Did you draw no connection in your mind at this stage --
11 and I know this is March 2017, so only a few months
12 before the fire and more months after practical
13 completion in July 2016, I appreciate that, but did you
14 draw any connection in your mind between Lakanal House
15 and the prosecution and Grenfell Tower?

16 A. No.

17 Q. Can we then turn to other cladding fires before
18 Grenfell.

19 Do you have any recollection of the question of the
20 combustibility of the cladding being discussed with you
21 in particular in the context of the Lakanal House fire?

22 A. The cladding on Grenfell?

23 Q. The cladding on Grenfell, yes.

24 A. Erm ... no, not specifically.

25 Q. Now, at the time of your appointment to the TMO in

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1 January 2013, were you aware of a history of fires in
2 cladding in the UK?

3 A. No.

4 Q. Were you aware in particular of the fire at
5 Knowsley Heights in 1991?

6 A. No.

7 Q. Or the fire at Garnock Court in Irvine in 1999?

8 A. No.

9 Q. What about cladding fires in high-rise residential
10 buildings in other parts of the world, such as the UAE?

11 A. I'd seen some dramatic pictures on the news, but --

12 Q. Right. Those were in 2012 and 2013, so before and
13 perhaps at the time you joined the TMO. You remember
14 those, do you?

15 A. I remember coverage of those fires, but didn't have any
16 knowledge of the materials used or the regulations to
17 which they were built to.

18 Q. Did you ever discuss those fires with anybody within the
19 TMO?

20 A. Not that I remember, no.

21 Q. What about anyone in the Grenfell professional team?

22 A. No.

23 Q. Did you have any knowledge of the Lacrosse Building fire
24 in Melbourne in 2014 when it happened?

25 A. No.

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1 Q. Can we then turn to the initial procurement stages for
2 Grenfell Tower, and we start with your first witness
3 statement, please, at page 4 {TMO00000892/4}. On
4 page 4, I would like to go to paragraph 25. You say:

5 "At the time of my appointment the rebuilding of the
6 Kensington Academy and Leisure Centre ('KALC') was being
7 undertaken directly by RBKC using their contractors
8 Leadbitter (later taken over by Bouygues), Architects
9 Studio E, and other contractors and consultants
10 including Artelia then known as Appleyards. RBKC chose
11 to use the same contractors and consultants for the
12 proposed Grenfell Tower refurbishment which they were
13 able to do under the IESI (sic) framework agreement for
14 public sector procurement to engage 'call off'
15 contractors without the need to go out to tender."

16 Now, the employer or client for the KALC project was
17 RBKC, wasn't it?

18 A. Yes.

19 Q. And it was RBKC that had appointed Studio E and Artelia
20 to the KALC project.

21 A. Yes.

22 Q. And also Exova as fire safety consultants to that
23 project; yes?

24 A. I don't know.

25 Q. You don't know?

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1 A. No.
 2 Q. Right.
 3 Now, I appreciate this all happened before you
 4 started, but when you came into post in January 2013,
 5 were you told on what basis Studio E and Artelia had
 6 been appointed to the Grenfell Tower project?
 7 A. I think you can see in my statement here that I was,
 8 until very recently, under the misapprehension that they
 9 were appointed under the IESE framework, and it's become
 10 clear that that's not --
 11 Q. You say until very recently; when did you discover that
 12 that was wrong?
 13 A. I'd have said in the last few weeks.
 14 Q. During the evidence?
 15 A. Yes.
 16 Q. I see. Can you explain how you came to be under the
 17 illusion that they were appointed under the IESE
 18 framework?
 19 A. It's been reported -- it had been mentioned -- so I took
 20 my reference point when I arrived at the TMO from the
 21 board report that had been presented to the TMO board in
 22 January 2013 before I'd -- before I came into post, and
 23 that had referenced that both contractor and consultants
 24 were procured through the IESE framework, and I'd also
 25 noticed in reviewing the status reports from Artelia

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1 that they also make the same reference. So I think
 2 I'd -- my assumption was that they were all through the
 3 IESE framework, but now I learn that RBKC had procured
 4 them separately and it was just Leadbitter that were
 5 procured through the IESE framework.
 6 Q. Right.
 7 When you came into post, did you actually
 8 investigate -- I think you told us you didn't actually
 9 investigate -- how Artelia and Studio E came to be on
 10 the Grenfell Tower project, as opposed to RBKC's KALC
 11 project?
 12 A. No, as I say, I took my reference point from the board
 13 report which related to their appointment.
 14 Q. And you never challenged it or investigated it?
 15 A. No, I had no reason to.
 16 Q. Was it your understanding that the reason why Studio E
 17 and Artelia were appointed to the Grenfell Tower project
 18 was because they had worked on the KALC project?
 19 A. Yeah, I understood that the -- that RBKC and KCTMO had
 20 been talking and understood that they would -- well,
 21 wanted to explore the possibility of there being
 22 a synergy between the two projects, thought that that
 23 would get better value for money through shared overhead
 24 costs, et cetera.
 25 Q. If you just look in the middle of paragraph 25 of your

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1 statement, you say there:
 2 "RBKC chose to use the same contractors and
 3 consultants for the proposed Grenfell Tower
 4 [project] ..."
 5 When you say "RBKC chose", on what basis do you say
 6 there that it was RBKC who made that choice for the
 7 Grenfell Tower project?
 8 A. I think that's probably incorrect. I think it's RBKC
 9 and the TMO agreed together that that would be
 10 a sensible route to procure the work through.
 11 Q. Given that the Grenfell Tower refurbishment was a TMO
 12 major works, and not an RBKC project, RBKC not being the
 13 client for those works, was it their choice to make at
 14 all?
 15 A. Well, RBKC were the client and the owner of the
 16 building, so -- and there has been a time previously
 17 where RBKC themselves had delivered large-scale capital
 18 works rather than the TMO, so I think that there was
 19 scope to do either. And I think that ... but I think
 20 that RBKC were keen to allow the TMO to manage that
 21 project, you know, albeit being a very large project, in
 22 the scope of the level of capital works that the TMO had
 23 been delivering to that point.
 24 Q. You said -- page 79, line 9 -- that RBKC and the TMO
 25 agreed together to appoint Studio E and Artelia, being

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1 the same contractors and consultants.
 2 Why did RBKC have any role at all in making that
 3 choice, given that RBKC were not going to be the client
 4 under any of the contracts?
 5 A. I can't really comment, because I wasn't involved in any
 6 of these discussions, I'm only really telling you what
 7 my assumptions were from what I've seen. I think that
 8 RBKC were the client and the owner of the building, and
 9 they worked very closely with the TMO, albeit through
 10 the modular management agreement, but -- so -- and
 11 working together to get best economies of scale and
 12 value for money seems like a sensible approach.
 13 Q. It sounds from what you are telling us that, although
 14 RBKC may not have been the sole decision-maker about the
 15 appointment of Studio E and Artelia as consultants to
 16 the Grenfell Tower project, nonetheless they had
 17 a significant decision-making role to play in that
 18 choice?
 19 A. Yes, and the client -- you know, they were the client,
 20 and so the TMO would develop an asset management
 21 strategy, for example, and we would agree that with
 22 the council. So it was -- you know, the TMO worked on
 23 behalf of the council, to some extent, and there was
 24 a close and clear clienting arrangement between the two
 25 parties.

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1 Q. You say they were the client ; they were not the client
2 in relation to the Grenfell Tower project itself .
3 A. No, they were the client in relation to the services
4 provided by the TMO, so they were our client , and then
5 we cliented the relationships with the contractors for
6 the programmes that we delivered.
7 Q. That I follow, but the client relationship that you had
8 with RBKC was governed entirely, wasn't it , by the MMA,
9 which we have looked at?
10 A. And it was monitored on a regular basis and there were
11 agreements made about how to progress certain schemes
12 such as Grenfell Tower.
13 Q. But there is nothing we've seen in the modular
14 management agreement which entitled RBKC to join in the
15 decision-making by the TMO in how to run and supervise
16 major works, is there?
17 A. I don't know.
18 Q. At all events, as you say, when you came into the
19 project, they were already retained on the
20 Grenfell Tower project.
21 Was it your impression that RBKC had played
22 a significant role in the choice of appointment of
23 Studio E and Artelia to the Grenfell Tower project?
24 A. They'd clearly played a role in procuring that team that
25 was then being -- the scope of which was then being

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1 extended on to Grenfell Tower.
2 Q. Are you able to cast any light yourself on the nature or
3 extent of the scrutiny that RBKC brought to bear on the
4 appointment of Studio E as suitable architects for the
5 Grenfell Tower project as opposed to KALC?
6 A. I'm sorry, I had no -- I've got no insight into exactly
7 what was happening at that time.
8 Q. Were you aware that Studio E had been appointed to KALC
9 by RBKC because of their specialist experience with
10 schools and leisure centres?
11 A. I didn't.
12 Q. Were you aware that Studio E had no experience of
13 high-rise refurbishment projects like Grenfell?
14 A. I wasn't.
15 Q. And had never done an overcladding project?
16 A. Well, KALC was an overclad project, so ... my experience
17 with Studio E was that they were delivering a complex
18 and large programme right next door to Grenfell Tower
19 and it was overclad, so I had expected they'd had
20 a degree of understanding of the complexities of that
21 sort of project.
22 Q. But did you know that they'd had no experience of
23 overcladding a high-rise residential block?
24 A. I didn't know that.
25 Q. Had you known that, had that been something you had

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1 learnt on arriving at the TMO, would you have looked
2 with greater scrutiny at whether they were really fit to
3 do the job?
4 A. I think that -- I mean, as the scheme had already
5 been -- it was already at stage D by the time I arrived,
6 and the only design work and development of that design
7 that took place pre-contract was to take that to
8 stage E, there was a limited amount of interface I had
9 with the professional team, other than mobilising them
10 and focusing them on doing that. Really, the decision
11 comes further down the line, in terms of at which point
12 we -- which contractor we procure to take on the design
13 post-contract, and that was really where my focus was on
14 ensuring that we did get contractors who had the right
15 experience and would give them proper due diligence.
16 Q. Can I then turn to Artelia .
17 Now, we start, I think, by looking at their
18 contractual roles. We heard from Simon Cash in this
19 Inquiry recently that there was a contract between the
20 TMO and Artelia which was agreed in the August of 2012.
21 When you came into the project in the following January,
22 do you remember that that was a feature or a fact you
23 became familiar with?
24 A. I was aware they were appointed. The terms of the
25 appointment weren't very clear to me.

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1 Q. Were you aware of the precise roles which Artelia had
2 agreed to perform at that time?
3 A. There was a bit of confusion around that. Sometimes
4 there was different names, different job roles were
5 interchanged within various correspondence, so sometimes
6 in my statements I've referred to them as project
7 managers, for example, whereas actually -- so, yeah,
8 there was a bit of ambiguity, because in some of their
9 reports they would refer to themselves as project
10 managers, where in fact that probably just relates to
11 the member of staff's job description rather than the
12 role they were performing.
13 Q. Indeed.
14 Now, that sense of ambiguity you've just been
15 telling us, is that a sense that you have developed
16 since hearing the evidence, or was it something you knew
17 at the time?
18 A. No, it was -- and I think it's quite well documented
19 that I spent some time trying to fathom out quite what
20 the basis of the appointments were and resolving them
21 going forwards, really.
22 Q. Let's then take it in stages.
23 Can you go to your second witness statement, please,
24 at paragraph 10(a) and 11 on page 3 (TMO00847337/3).
25 You say in paragraph 10(a), and we need to read the

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1 opening words to that:
 2 "This pre-contract professional team for the
 3 Grenfell Tower refurbishment project consisted of ..."
 4 And then you have put out a list:
 5 "a. Artelia Projects UK Ltd ('Artelia') as the CDM
 6 Co-ordinator, Employer's Agent and Quantity Surveyor."
 7 Then at paragraph 11 you say:
 8 "In my earlier statement to the Inquiry, I referred
 9 to Artelia as the Contract Administrator/Project Manager
 10 however having reviewed that statement to produce this
 11 supplementary one, I believe the description given above
 12 is more accurate."
 13 So that's a correcting statement.
 14 When you started, what role did you understand
 15 Artelia to be fulfilling?
 16 A. Because they'd referred to themselves in documents as
 17 project managers, I'd assumed that was the terminology
 18 that was being used under the IESE framework, so I just
 19 made an assumption that that was the role. They were
 20 very -- Artelia were very active in pulling together and
 21 co-ordinating the various roles across the professional
 22 team, and so I think that led me to my understanding
 23 that they were project managers rather than employer's
 24 agents, quantity surveyors, and CDM co-ordinator.
 25 Q. I see. So you thought they were project managers not

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1 because they had signed something saying "project
 2 manager", but because they were doing a lot?
 3 A. They were doing project management, yes.
 4 Q. Right.
 5 Now, looking at the three categories of service that
 6 they were agreeing to provide which you described at
 7 paragraph 10(a) here, was that always your
 8 understanding? They were always CDM co-ordinator,
 9 employer's agent and quantity surveyor?
 10 A. Well, I -- not necessarily. I don't necessarily know,
 11 because part of that would be determined by the form of
 12 procurement and the procurement route that we went to,
 13 but this was certainly -- once the procurement route was
 14 agreed to tender the works, this was the -- these were
 15 the appointments that mirrored that appointment.
 16 Q. We will come back to the question of project manager
 17 shortly. But when you came into the project in the
 18 January of 2013, did you understand that Artelia at
 19 least occupied these three roles: CDM co-ordinator,
 20 employer's agent and quantity surveyor?
 21 A. Yeah.
 22 Q. Then we move on to their role in design. Can we look at
 23 your first witness statement, please, at page 4
 24 {TMO00000892/4}, and I would like to go to paragraph 23
 25 at the top of the page there. You say there, and I'll

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1 pick it up in the third line:
 2 "There was no requirement for me to have that
 3 technical knowledge [that's about cladding] as these
 4 matters were very much the responsibility of the
 5 Principal Designer, Studio E, and the contract
 6 administrators/project managers, Artelia who had
 7 responsibility for developing the design to tender
 8 stage. The Principal Contractor then took
 9 responsibility post-tender into the construction phase
 10 to ensure compliant materials were used in a compliant
 11 way."
 12 Now, just focusing on your words, "Artelia who had
 13 responsibility for developing the design to tender
 14 stage" there, do you see that?
 15 A. Yeah.
 16 Q. I just want you to keep that in mind and then look at
 17 something else you say, also in your first witness
 18 statement, this time at page 12 {TMO00000892/12},
 19 paragraph 66. You say there:
 20 "Rydon were selected via their tender submission
 21 because of their experience ..."
 22 Then four lines down you say:
 23 "It was the responsibility of Artelia to check
 24 compliance and for John Rowan and Partners who were
 25 engaged as Clerk of Works, to check and inform TMO of

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1 any non-compliances in the installation."
 2 Focusing on the words, "It was the responsibility of
 3 Artelia to check compliance", just picking up on those
 4 words and the words in the previous section I read to
 5 you, "responsibility to develop the design", can you
 6 clarify what responsibility for design you thought
 7 Artelia had?
 8 A. Could you just take me back to that reference, please?
 9 Q. Well, you have got that one there in front of you at 66.
 10 A. The previous --
 11 Q. -- earlier one is at paragraph 23 on page 4
 12 {TMO00000892/4}.
 13 A. If I could see that bit.
 14 Q. Certainly, and it's three lines up from the end of the
 15 paragraph:
 16 "... Artelia who had responsibility for developing
 17 the design to tender stage."
 18 A. That's an incorrect statement, sorry. So Studio E had
 19 responsibility for developing the design to tender
 20 stage, not Artelia. Artelia were employer's agent, so
 21 were working on the client's behalf to manage that
 22 relationship with the contractor.
 23 Q. Do you accept that Artelia had in fact excluded
 24 responsibility for the design and selection of
 25 materials?

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1 A. Erm ... at which stage?
 2 Q. Well, it's a fair question back to me. They had
 3 expressly done so in their July 2014 written contracts.
 4 (Pause)
 5 A. Sorry, I'm struggling to -- so in relation to -- so
 6 their appointments going forward -- so this is in
 7 relation to managing the relationship with the main
 8 contractor post-tender.
 9 Q. Let's try it slightly differently .
 10 You have accepted that the words, "Artelia who had
 11 responsibility for developing the design to tender
 12 stage" are wrong.
 13 A. Yes. Studio E had that responsibility .
 14 Q. And you explained why.
 15 A. Artelia had responsibility , as employer's agent, for
 16 ensuring that the post works -- that post work of the
 17 main contractor took and complied with the terms of
 18 their employer's requirements.
 19 Q. You mean the post-tender contractor --
 20 A. Yes.
 21 Q. -- complied with the terms of their employer's
 22 requirements?
 23 A. Yes, yes.
 24 Q. Can you explain how you came to make the error that you
 25 now accept is there? Why did you think when you wrote

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1 this statement that Artelia had responsibility for
 2 developing the design to tender stage?
 3 (Pause)
 4 A. Artelia -- it's clear that Artelia's responsibilities
 5 were in relation to employer's agents, and, while not
 6 having necessity to oversee the design, I would expect
 7 an employer's agent to be working with the principal
 8 designer and taking -- and -- but also with -- in their
 9 employer's agent role, but also as their CDMC role, to
 10 ensure that qualified designers were carrying out those
 11 works and were complying with the terms of their
 12 contracts.
 13 Q. Right, I follow. So we read your words there
 14 "responsibility for developing the design" not as
 15 a primary responsibility to develop the design itself
 16 but to oversee the adequate development of the design?
 17 A. As our agent, yes.
 18 Q. As your agents?
 19 A. Yes.
 20 Q. Yes, I see.
 21 Can we then turn to the role of Artelia as lead
 22 consultant, and go to your second witness statement at
 23 page 8 {TMO00847337/8}, please. At paragraph 38 you
 24 say, at the bottom of the page there:
 25 "With a direct contract then in place between Rydon

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1 and Studio E, Artelia remained in the role of Employer's
 2 Agent to the TMO and it is my understanding that in this
 3 sense it took on a de facto role as the TMO's lead
 4 consultant in relation to the professional team that the
 5 TMO retained."
 6 By "professional team that the TMO retained", your
 7 expression there, what do you mean, or who do you mean?
 8 A. Well, the only consultants that we retained were
 9 Max Fordham in relation -- post-contract. So really
 10 their role -- so their role was our employer's agent.
 11 They were our agent ensuring that the main contractor
 12 complied with the terms of their appointment.
 13 Q. I see. So you're talking about being leader of those
 14 professionals who remained direct appointments or
 15 appointees of the TMO?
 16 A. Yes, although in reality that was primarily themselves.
 17 I mean, they were the -- we retained Artelia as
 18 employer's agent to manage the main contract with Rydon.
 19 Q. To be clear, you're not saying that Artelia was the lead
 20 consultant for the whole project?
 21 A. Again, they make reference to themselves as lead
 22 consultant in various documents, and so that was -- but
 23 my understanding now, having looked at the appointments,
 24 is that Studio E were the lead consultant in the pre --
 25 Q. When you say "my understanding now, having looked at the

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1 appointments, is that Studio E were the lead
 2 consultant", is that an understanding that you have
 3 arrived at since the Inquiry started?
 4 A. No, no, I think I felt that at the time.
 5 Q. You did?
 6 A. So when we were looking to reinvigorate the project and
 7 re-mobilise it, Artelia took an active role in
 8 co-ordinating the appointments, agreeing the services
 9 from the various members of the professional team, so --
 10 and in some of that correspondence with those parties
 11 referred to themselves as lead consultant. Now, that
 12 may not have been reflected in the appointments, but it
 13 was certainly how they acted in the -- in reality .
 14 Q. Now, Simon Cash said that the lead consultant was a role
 15 leading the design team, and Artelia excluded that role .
 16 Do you remember that?
 17 A. No, I don't.
 18 Q. If you like, we can look at the contract from 2014 where
 19 that role was clearly excluded. Do you not recall that?
 20 A. I wasn't heavily involved in the drafting of that
 21 contract, so ...
 22 Q. Right. Did you not look at it?
 23 A. I don't remember if I have.
 24 Q. Did you not know that Artelia had expressly excluded the
 25 role of lead consultant when it came to formalising the

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1 relationship?

2 A. As I say, I recognise they weren't the lead consultant,

3 but they took a lead on certain aspects of the work.

4 Q. I see. So can we take it from what you have just said

5 that you did know always that Artelia were not the lead

6 consultant in a formal role leading the design team?

7 A. No, they were employer's agent responsible for managing

8 our contract with Rydon.

9 Q. I see. Therefore, because they were not the lead

10 consultant, Artelia did not have responsibility, to your

11 way of understanding, for design or checking compliance

12 themselves?

13 A. No -- well, other than their responsibilities for

14 ensuring that Rydon's have taken due regard to ensure

15 that they -- because the principal responsibility here

16 for design post-tender is with Rydon's, so we were

17 expecting our employer's agents to take due steps to

18 make sure that they are complying with those

19 obligations.

20 Q. I want to come back next to the role as project manager

21 that Artelia did or didn't occupy. Can we go to your

22 first statement at page 4 {TMO00000892/4}, please, and

23 look at paragraph 23. We have looked at this before.

24 You say there -- and you have already addressed this

25 a little bit, I think -- that -- well, you seem to

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1 suggest that Artelia were appointed as project managers

2 of the construction. That's the suggestion that you

3 make there.

4 If we look at your second statement, can we go to

5 your second statement, please, at paragraph 11 on page 3

6 {TMO00847337/3}, you say -- and, again, I've shown you

7 this -- that you believe the description is more

8 accurate when you say that they were the employer's

9 agent, QS and CDMC.

10 You I think do accept that Artelia were not

11 contracted to perform the role of project manager.

12 A. Yes.

13 Q. Now, it does appear that you weren't entirely sure of

14 that when you wrote your first statement.

15 When you wrote your first statement, had you not

16 read Artelia's contract terms, either those that applied

17 when you started at the TMO in 2013 or those which were

18 agreed in the summer of 2014?

19 A. At that time I didn't have access to that document.

20 Q. I see.

21 A. But I took those references from various correspondence

22 from Artelia.

23 Q. I follow.

24 Let's see if we can round this topic off fairly

25 quickly, then. We may be able to do that in light of

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1 what you have just told us.

2 Can we look at {ART00001219}, please. This is

3 a document entitled "(Draft) Revised Brief at

4 June 2013", for Grenfell Tower. On the first page we

5 can see that you are identified as the project sponsor.

6 Does this mean that this document was directed to

7 you?

8 A. I don't recall. I think it was ... yes, well, it was

9 directed to the team that I led, yes.

10 Q. Do you remember receiving it?

11 A. Yes.

12 Q. Did you read it?

13 A. Yes.

14 Q. Can we look at page 2 {ART00001219/2}. At the fourth

15 paragraph from the top of that page, it says:

16 "The design team who have been involved with the

17 project to date will remain appointed and will continue

18 through to project completion. Previous plans to novate

19 all designers to the Principal Contractor are to be

20 reviewed. Appleyards, who had previously acted as EA/QS

21 will take on a full PM/EA role in addition to their QS

22 responsibilities and will fulfil the Lead Consultant

23 role."

24 Do you recall that Artelia proposed to act as full

25 project manager and lead consultant at that time?

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1 A. I don't specifically recall it, but I recollect that

2 we -- this was the start of a process that Appleyards

3 and staff within my team started to work on the details

4 of the appointments, because it had been ambiguous in

5 some areas, and this was a first stab at starting to

6 pull that together.

7 Q. I see. So do you agree that, at this stage, June 2013,

8 there needed to be designated project management by

9 a professional?

10 A. Not specifically, no. There was -- I think that was

11 the -- this was an initial proposal as to how this might

12 be done, but I think that there was a bit of

13 an iterative process that we went through in

14 establishing what roles were required. There was

15 a client-side project manager, who was within the team,

16 within my team, but that wasn't taking on the

17 professional roles, and the professional roles were led

18 going forward by Appleyards, or Artelia as they became,

19 as an employer's agent, CDMC and quantity surveyor.

20 Q. Can I just show you what Philip Booth of Artelia said

21 about this. Can we please go to his transcript for

22 {Day49/128:24}. He is shown this document by Ms Grange,

23 and at line 24 he says:

24 "So in the early -- this is the early part of me

25 being involved still with the handover, and the project

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1 was in sort of a bit of a state of distress, and we were
2 re-forming through our status report around that sort of
3 time as well, in April and June, what was the project,
4 because it had kind of hit a wall and wasn't getting
5 anywhere.

6 "So there were a number of things that were being
7 reviewed with the client, TMO, as to how to re-form the
8 project to make sure, you know, we could move it
9 forward, and we prepared a short-term action plan.

10 "There were times where we were reviewing who was
11 doing what, and you've refreshed my memory there.
12 I think, you know, evidently at one point we were
13 talking about being the PM or the lead consultant, but
14 we didn't actually end up doing that in terms of
15 appointment."

16 Do you agree with that?

17 A. Yes, I think that's the sort of iterative process I was
18 talking about earlier.

19 Q. And do you agree that, at the time, the project was in
20 a bit of a state of distress?

21 A. I think there was -- the project had stalled for
22 a variety of reasons, and so it needed to be given focus
23 as to what the principles were and the priorities were
24 going forward. At that time there had been some
25 challenges and issues around the design and the planning

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1 permission, the negotiations with the contractor had
2 been difficult, and I think that this was part of
3 a refocusing within the professional team to push the
4 project forward.

5 Q. Can we then go to {ART00009106}, please. These are the
6 minutes of a meeting held on 6 June 2013, produced by
7 Artelia, and we can see that you, David Gibson and
8 Paul Dunkerton are there from the TMO, with Simon Cash
9 and others from Artelia.

10 If we go to item 1.1, on the first page, just
11 a little bit lower down on the screen, "Approval of
12 revised project brief":

13 "PB [Philip Booth] presented the draft, revised
14 project brief. It was agreed to insert overall project
15 costs, including fees and surveys, not just construction
16 costs. Subject to the proposed changes the brief was
17 approved."

18 Now, that tells us that the revised project brief
19 we've just seen was formally approved. Is that correct?

20 A. What date was this?

21 Q. This is 6 June 2013, and it's referring to the draft
22 revised project brief, which is the document I think --
23 unless I'm wrong -- we've just seen.

24 A. Are you asking me in relation specifically to the
25 professional team and the roles of the professional

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1 team?

2 Q. I'm asking you really: is it right that, subject to the
3 proposed changes about inserting overall project costs,
4 fees and surveys, the draft revised project brief was
5 formally approved?

6 A. I don't recall. I mean, I haven't read the project
7 brief in detail for some time, and it doesn't ... but
8 no, I can't remember.

9 Q. Right. Have you any reason sitting here to think that
10 that minute was wrong?

11 A. It doesn't occur to me, although, you know, as I was --
12 I think there was a bit of an iterative process that was
13 not formalised until we made the formal appointments.

14 Q. Right.

15 A. And I think that probably the brief, as it was written
16 then, may have evolved further. I don't think this was
17 saying that it was written -- it was set in stone at
18 this time.

19 Q. Philip Booth said in his evidence that in fact this
20 proposal wasn't taken up. Is that your recollection?

21 A. I think when we look at the actual appointments, I think
22 that's true, that wasn't the -- they weren't the
23 appointments that were made. They were appointed as
24 employer's agent, CDMC, et cetera.

25 Q. Do you remember whether there was any further discussion

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1 with Artelia about Artelia performing the role of
2 project manager and lead consultant in or after
3 June 2013 but before July 2014?

4 A. Between June 2013 ... the lead consultant role ... so
5 I mean, in a way -- the way the project was re-mobilised
6 was to appoint -- Artelia worked with Jenny Jackson in
7 my team, I remember, to refine and define the roles that
8 were required going forward to get the project to
9 stage E, at which point the project was going to go out
10 to tender. So really this was about focusing the roles
11 required for that project, and then beyond that there
12 are a set of appointments which are required to deliver
13 that project. So that's my recollection of the way the
14 process worked.

15 Q. I think the answer to my question is: no, there was no
16 further discussion about Artelia performing the role of
17 project manager --

18 A. Yes, I think --

19 Q. -- or lead consultant.

20 A. Yes.

21 Q. Right.

22 Can we just go back, then, to Philip Booth's
23 evidence at {Day49/129:16} and just pick up where we
24 broke off from it. He says there:

25 "I mean, in terms of who is the right person to

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1 fulfil the role of project manager, I actually think it
2 was -- it rightly sat on the client side, because the
3 wider scheme of responsibility for a project manager was
4 going to be largely around, for this project, the
5 complications for this project, so like the resident
6 liaison, lots of communication within all the other
7 departments within the TMO. So I actually think it sat
8 correctly in-house as a client-side."

9 Do you agree with that?

10 A. I think this is about clarity about the definition of
11 the client-side project manager, who has a role for
12 working with the employer's agent or the lead consultant
13 on developing the brief and managing that project.
14 Their roles are really around the internal
15 communications and working with the repairs teams and
16 the internal teams, external communications with
17 residents and others, and also monitoring the contract
18 in terms of cost and programme, et cetera.

19 But the technical aspects of the team -- of this
20 project were delivered through the professional team,
21 who were led by -- well, in the post-contract phase was
22 led by Artelia as employer's agent.

23 Q. It sounds from your answer to my question that you agree
24 with Phil Booth's evidence that I've just read to you
25 there.

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1 A. With one caveat, being that the project management role
2 isn't a technical -- it's not managing the technical
3 aspects of the employer's -- managing the delivery of
4 the employer's requirements by the main contractor. The
5 project management role is a client-side monitoring
6 brief, stakeholder engagement, governance-type role,
7 whereas the actual managing of the project going forward
8 from the client side is through the employer's agent,
9 and ultimately the project manager is delivered through
10 the main contractor.

11 Q. So to summarise, is this how you understood it -- at
12 least from, let's say, June 2013 when this was
13 discussed, and certainly after July 2014 when the
14 contract was entered into -- that on the client side
15 there was a project manager, namely Claire Williams, who
16 was there to manage the client side of things, such as
17 resident liaison, but not a technical project manager
18 role in the sense of running the project, and on the
19 professionals' side, you have Artelia as employer's
20 agent and everything within the scope of their contract?

21 A. That's it.

22 Q. Yes, thank you.

23 When -- and there are a lot of documents I could
24 show you -- people used the term "project manager" or
25 "assistant project manager", and we can see some of the

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1 Artelia people doing that, what did you understand that
2 meant?

3 A. I think probably ultimately a lot of the people involved
4 on this project were project managers in one sense or
5 another, but in terms of the contract they were
6 providing different roles. For example, a project
7 manager from Artelia may be the employer's agent in
8 reality.

9 Q. So did you draw in your mind at the time a distinction
10 between their job title within the organisation they
11 were employed by and the role of project manager on the
12 project?

13 A. I think any confusion that I had around this was my
14 initial lack of clarity around the source of the
15 procurement, and I think going forward it became clearer
16 to me because I was looking for this to be delivered
17 through a very clear, traditional design and build
18 process, which has very clearly defined roles of
19 employer's agent, quantity surveyor and CDMC,
20 for example.

21 MR MILLETT: Thank you.

22 Mr Chairman, I have come to the end of this line of
23 questioning, and it's also just gone 4.30.

24 SIR MARTIN MOORE-BICK: Yes. That's a very good point at
25 which to break for the day.

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1 MR MILLETT: Thank you.

2 SIR MARTIN MOORE-BICK: Yes, well, Mr Maddison, we're going
3 to break there for the day. I'm afraid I have to ask
4 you to come back to answer more questions tomorrow, but
5 I think you were probably expecting that.

6 Let me just repeat what I said earlier, not to talk
7 about your evidence or anything related to it to anyone
8 else while you're out of the room, apart from the
9 exception that I explained to you earlier on.

10 THE WITNESS: Of course.

11 SIR MARTIN MOORE-BICK: All right? Thank you very much.

12 Would you like to go with the usher, please. Thank you.
13 (Pause)

14 Good, 10 o'clock tomorrow, then, please. Thank you.
15 (4.35 pm)

16 (The hearing adjourned until 10 am
17 on Thursday, 22 October 2020)

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2 MR PETER MADDISON (affirmed)1

3 Questions from COUNSEL TO THE INQUIRY1

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