

OPUS 2

INTERNATIONAL

Grenfell Tower Inquiry

Day 39

September 21, 2020

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1 Monday, 21 September 2020
 2 (10.00 am)
 3 (Proceedings delayed)
 4 (10.10 am)
 5 SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to
 6 today's hearing.
 7 I'm sorry that the start of the proceedings has been
 8 delayed a little bit. It's because the lawyer
 9 representing the next witness has not been well, and we
 10 have had to make arrangements to enable him to attend
 11 remotely. He also asked for a couple of minutes to
 12 speak to his client and to explain what was going on,
 13 which seemed to me a very reasonable request, so we're
 14 starting ten minutes later for that reason.
 15 Yes, Mr Millett.
 16 MR MILLETT: Mr Chairman, good morning. I now call
 17 Mr Ben Bailey.
 18 SIR MARTIN MOORE-BICK: Good, thank you.
 19 Would you ask Mr Bailey to come in, please.
 20 MR BEN BAILEY (affirmed)
 21 SIR MARTIN MOORE-BICK: Thank you very much, Mr Bailey.
 22 Good morning. Sit down, make yourself comfortable.
 23 THE WITNESS: Good morning.
 24 SIR MARTIN MOORE-BICK: All right?
 25 Yes, Mr Millett.

1

1 MR MILLETT: Mr Chairman, thank you.
 2 Questions from COUNSEL TO THE INQUIRY
 3 MR MILLETT: Mr Bailey, good morning.
 4 A. Good morning.
 5 Q. First of all, can I say thank you to you for coming here
 6 today and assisting us with our investigations. We are
 7 very grateful to you.
 8 If you have any difficulty understanding any of my
 9 questions, I am happy to repeat the question or put the
 10 question in a different way.
 11 Can I also ask you, please, to keep your voice up,
 12 because you have a transcriber sitting to your right and
 13 she needs to get down your words clearly. It also helps
 14 if for "yes" and "no" you say "yes" and "no" rather than
 15 nod or shake your head, because those don't go down on
 16 the transcript.
 17 A. Okay, yeah.
 18 Q. We are going to take regular breaks during the day, but
 19 if you need a break at any other time, let us know and
 20 we can take a short break.
 21 A. Yes.
 22 Q. Now, you have made a statement to the Inquiry. Can
 23 I take you to it, please.
 24 A. Yes.
 25 Q. It's in a folder in front of you on the desk there, and

2

1 it will also appear, as will the documents we're going
 2 to look at together, on the screen in front of you.
 3 This statement is dated 9 November 2018, and it's at
 4 {HAR00010060}. Can I take you first to page 22
 5 {HAR00010060/22} of that statement. There is
 6 a signature there underneath the statement of truth. Is
 7 that your signature?
 8 A. That is.
 9 Q. Have you read this statement recently?
 10 A. Yes.
 11 Q. Can you confirm for us that its contents are true?
 12 A. Yes.
 13 Q. Have you discussed your statement today or the evidence
 14 that you are going to give with anybody before coming
 15 here today?
 16 A. No.
 17 Q. Right.
 18 Now, I'm going to start with some questions about
 19 your background.
 20 Ray Bailey, who is your father and we will call Ray
 21 for present purposes, told us you are now 31. Is that
 22 right?
 23 A. I'm 30.
 24 Q. You're 30, okay.
 25 Now, you had worked, I think, on previous projects

3

1 with Ray prior to your foundation degree in 2009; is
 2 that right?
 3 A. Yes.
 4 Q. What about between 2009 and 2013?
 5 A. Again, I think I'd worked for the company on and off in
 6 sort of the university and school holidays --
 7 Q. I see.
 8 A. -- between -- up to that point.
 9 Q. Did you gain some experience as an office manager at
 10 Harley?
 11 A. Yes.
 12 Q. And what about as a project co-ordinator?
 13 A. Yes.
 14 Q. When did you gain experience as a project co-ordinator
 15 at Harley, can you give me some idea of the dates?
 16 A. That would probably have been, you know, towards 2013.
 17 So if you take the time from 2009 to 2013, it would have
 18 been, you know, the second half of that period.
 19 Q. Yes, I see. And I think you graduated in 2013?
 20 A. Correct.
 21 Q. Yes, and presumably in the summer of that year?
 22 A. Yes.
 23 Q. Yes. And your degree from which you graduated in that
 24 year, was it business and management?
 25 A. It was.

4

1 Q. And the foundation degree you did, that was in
2 engineering, I think you said in your statement?
3 A. Yeah.
4 Q. Yes?
5 A. Yes. It started off -- I was going to do motor sport
6 engineering, and that's what the foundation degree was
7 for, but then I moved on to business and management
8 instead.
9 Q. Right, I see.
10 Can we go to paragraph 5 of your statement on page 1
11 {HAR00010060/1} at the bottom there. You detail there
12 the courses that you covered. Did any of those courses
13 cover fire safety in high-rise buildings?
14 A. They did not.
15 Q. No, and over at the top of page 2 {HAR00010060/2}, you
16 list all the courses there.
17 Looking at the first one, "Health, Safety and
18 Environment Test for Managers and Professional[s]";
19 presumably that didn't cover fire safety?
20 A. No. Well, it may have covered general fire safety on
21 a site, but not specifically, you know, in buildings.
22 Q. Yes.
23 Were you ever given any training or do you have any
24 qualifications in relation to fire safety in the
25 construction of buildings?

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1 A. No.
2 Q. I'm going to turn to your role generally on the
3 Grenfell Tower refurbishment.
4 Now, your role on that was as project manager,
5 wasn't it?
6 A. Correct.
7 Q. And that started, am I right, in February 2015?
8 A. Yeah, it was around that period I became involved.
9 Q. Now, between paragraphs 9 and 20 of your witness
10 statement, we can see that you summarise your
11 responsibilities as the Harley project manager.
12 Without going into all of the detail there, would
13 you be able to agree that, in short, as project manager,
14 you were responsible for overseeing and managing all
15 aspects of Harley's work on the Grenfell Tower project,
16 at least on site?
17 A. I'd say my responsibilities were logistics and planning.
18 Q. Right.
19 Now, if we look at paragraph 6, you say there, in
20 the first line:
21 "As a result, prior to graduating I spent some time
22 on Harley project sites. I also gained experience
23 working as an Office Manager and Project Co-Ordinator at
24 Harley."
25 Then you say:

6

1 "After I graduated [and that's 2013, as you have
2 told us], I worked full time as a Site Manager for
3 Harley on a large refurbishment project at Merit House
4 which involved the replacement of windows and
5 installation of a curtain walling system."
6 So your role there was as a site manager, that's
7 what you say; is that correct?
8 A. That is correct. I think by the end of it I was
9 undertaking part of a project manager's role as well.
10 Q. Well, the reason I ask is because Ray Bailey said that
11 you were a project manager on Merit House, and the
12 reference for that, for our purposes, is {Day33/133:8}
13 and following. Is he right about that?
14 A. I think -- yeah ...
15 Q. Well --
16 A. I was going to say partly through the job, I think my
17 role morphed into that, yes.
18 Q. Right. So let's just see if I can get this a bit more
19 clear in my mind: you started as a site manager at the
20 Merit House project; is that right?
21 A. Yes.
22 Q. And at some stage you say your role morphed into project
23 manager. Were you formally promoted to project manager?
24 A. I don't remember.
25 Q. Or is the sense that you gradually took on some tasks

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1 that a project manager would normally take on?
2 A. Yes.
3 Q. It's that, is it?
4 A. Yes.
5 Q. Could you give us an idea of the sorts of tasks?
6 A. Programme management, liaising with the client,
7 valuation-type activities.
8 Q. Was any of those tasks related to design?
9 A. No.
10 Q. Was any of those tasks related to the selection of
11 products or materials?
12 A. No.
13 SIR MARTIN MOORE-BICK: Mr Millett, I'm sorry to interrupt
14 you, but my scrolling transcript is intermittently
15 resetting. I say intermittently; about every two or
16 three seconds.
17 Can I ask whether other people in the room seem to
18 have the same problem? I think it's going to make it
19 very difficult for people who are following it elsewhere
20 if we can't sort this out.
21 MR MILLETT: I'm sorry to say, Mr Chairman, that so is mine,
22 and I've only just noticed.
23 SIR MARTIN MOORE-BICK: It would probably be better if we
24 stopped for a minute or two to let you sort it out,
25 would it? Yes. I think we are going to do that.

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1 MR MILLETT: We have had this problem before and it didn't
 2 take long last time.
 3 SIR MARTIN MOORE-BICK: It's very tiresome for those trying
 4 to make use of it.
 5 MR MILLETT: It is.
 6 SIR MARTIN MOORE-BICK: Mr Bailey, I'm sorry, we have a bit
 7 of a hitch with our rolling transcript, so we are going
 8 to stop for a few minutes just to try and get it sorted
 9 out. I am going to ask you to go back to the witness
 10 room with the usher while we do that.
 11 This is the first time you will have left the room
 12 having started to give your evidence, so I need to ask
 13 you -- I shall remind you about this every time we go
 14 out -- not to talk to anyone about your evidence or
 15 anything to do with it while you're out of the room.
 16 All right?
 17 THE WITNESS: Of course, yes.
 18 SIR MARTIN MOORE-BICK: Okay. Would you like to go with the
 19 usher, please. We will get you back as soon as we can.
 20 THE WITNESS: Thank you.
 21 (Pause)
 22 SIR MARTIN MOORE-BICK: All right. Well, we will stop for
 23 as long as we need to, and perhaps someone could send us
 24 word as soon as it's fixed.
 25 MR MILLETT: Very good.

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1 SIR MARTIN MOORE-BICK: Thank you very much.
 2 (10.20 am)
 3 (A short break)
 4 (10.35 am)
 5 SIR MARTIN MOORE-BICK: I think we're back online and
 6 working, Mr Millett, so we will get Mr Bailey back in.
 7 MR MILLETT: Yes.
 8 SIR MARTIN MOORE-BICK: Yes, would you ask Mr Bailey to come
 9 back, please.
 10 (Pause)
 11 Well, I'm sorry about that break in your evidence,
 12 Mr Bailey, but I think we are ready now to carry on.
 13 Yes, Mr Millett.
 14 MR MILLETT: Mr Chairman, thank you very much.
 15 Mr Bailey, how long were you involved in the
 16 Merit House project for? Can you give us an idea of
 17 dates?
 18 A. I think I started on site on that job in the beginning
 19 of 2014, I think.
 20 Q. When did you come off site? When did you come out of
 21 that project, rather?
 22 A. I think it was July 2015.
 23 Q. July 2015?
 24 A. Mm-hm.
 25 Q. So your role on the Merit House project overlapped, did

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1 it, with your role on the Grenfell Tower project?
 2 A. Yeah, so my involvement with Merit House in that time
 3 period was reducing weekly, because we were finishing
 4 off on that job --
 5 Q. I see.
 6 A. -- so it's the -- you know, it's the fiddly bits at the
 7 end that I was involved with.
 8 Q. So beginning of 2014 to July 2015, so 18 or 19 months or
 9 so.
 10 During that period, when did you start to take on
 11 the project manager aspects or tasks?
 12 A. I don't remember clearly, but it could have been a third
 13 of the way through, half the way through.
 14 Q. Right, okay.
 15 So can we summarise it this way: that by the time
 16 you started on the Grenfell Tower project in earnest, in
 17 February 2015, you had been working on the Merit House
 18 project since early 2014, so about a year?
 19 A. Yes.
 20 Q. Yes. So that would mean that a third of the way into
 21 that, you would have started doing project-manager-like
 22 tasks a third or halfway through that period. So that
 23 would be, what, around about September/October or maybe
 24 August/September 2014?
 25 A. In the summer, yeah.

11

1 Q. I don't want to put memory into your mind; you tell us
 2 what you remember.
 3 A. That sounds reasonable.
 4 Q. All right. So if you took on project-manager-like tasks
 5 in August or so, let's say, 2014, you had had only a few
 6 months of carrying out such tasks by the time you
 7 started on the Grenfell Tower project in earnest in
 8 February 2015.
 9 A. Yes.
 10 Q. Yes.
 11 Am I right that the role of Harley project manager,
 12 when you took it on, involved the co-ordination of all
 13 of the elements of the project which involved Harley, so
 14 far as Grenfell Tower is concerned?
 15 A. When you say all of the --
 16 Q. Co-ordination of all of the elements of what Harley was
 17 supposed to do.
 18 A. Well, I would say my role -- it's the managing of the
 19 programme, managing of suppliers, and when I say
 20 programme, I think that would involve directing the
 21 design in terms of what we need next to fulfil the
 22 programme. So I don't think it's an overarching role.
 23 Q. Right. Did any part of that role include ensuring that
 24 the works for which you were responsible were being
 25 completed on time?

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1 A. Yes.
 2 Q. And to a high standard?
 3 A. Yes.
 4 Q. Is it right that you would be or were the most senior
 5 Harley person regularly on the Grenfell Tower site?
 6 A. We would have visits from contracts managers and above
 7 regularly as well.
 8 Q. Yes, but you would be the most senior Harley person
 9 on site?
 10 A. On a weekly basis, yes.
 11 Q. Yes.
 12 On site, am I right that much of your role was
 13 devoted to ensuring that the façade works were
 14 progressing as planned?
 15 A. Yes.
 16 Q. Yes. Did that mean that you would inspect the works
 17 carried out by Harley's installers, Osborne Berry?
 18 A. I snagged the works at various points.
 19 Q. Right.
 20 A. As I said in my statement, that was at the request of
 21 Rydon.
 22 Q. So your inspection -- is this right? -- responsibility
 23 was limited to snagging, or did it go further than
 24 snagging?
 25 A. It was snagging.

13

1 Q. Right. So you never checked the works as they were
 2 progressing to ensure compliance with standards or
 3 programme?
 4 A. I think there's a difference between checking the works
 5 and snagging it. So when I wrote my statement, I refer
 6 to checking; that is to see where we are in the
 7 programme.
 8 Q. Right.
 9 A. And a snag is at the -- at a point where that area is
 10 ready to be inspected.
 11 Q. Yes.
 12 Can you give us a rough idea -- we'll come to the
 13 details later in your evidence, but just in general
 14 terms, can you give us an idea of how much checking
 15 inspection you did as opposed to snagging inspection?
 16 A. It's hard to say now, you know, years later, how often
 17 that happened, but it would have to have been weekly,
 18 bi-weekly, because, you know, you're trying to stick to
 19 a programme which has week chunks at a time, so it's
 20 a general overview of where we are that week or that
 21 two-week period.
 22 Q. Right.
 23 Now, we have looked at your attendance on site, and
 24 you say weekly and I think you have just said bi-weekly.
 25 Whether it's weekly or bi-weekly for the moment doesn't

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1 matter, but am I right in thinking that you were the
 2 only Harley employee who regularly attended site?
 3 A. Well, as I said, on a weekly basis, yes.
 4 Q. Yes, but the only Harley -- there was nobody else from
 5 Harley attending as regularly as you?
 6 A. No.
 7 Q. No.

8 Now, can we look at paragraph 31 of your statement,
 9 please, at page 10 {HAR00010060/10}. You say there
 10 that -- and this is in answer to a question, 4d:

11 "Was the exterior of the building (including the
 12 cladding, insulation, fixings and windows) compliant
 13 with relevant building regulations, fire regulations,
 14 other legislation, British Standards (including testing
 15 requirements), guidance and industry practice?"

16 So that's the question that you're being asked to
 17 answer, and you say:

18 "I was not involved in any compliance issues or
 19 decisions in relation to the project. Until the fire
 20 I had no reason to question either the design or
 21 the materials being used."

22 I show you that. Can I then also show you, before
 23 I ask a question, page 13 {HAR00010060/13}, and I want
 24 to show you paragraph 43 on page 13, which is in answer
 25 to the question:

15

1 "What decisions about the exterior of the building
 2 (i.e. cladding, insulation, fixings and windows) were
 3 made, by whom and when?"

4 And you say:

5 "As explained above, I was not directly involved in
 6 the decision making about the cladding, insulation or
 7 windows."

8 Now, I've shown you those two extracts from your
 9 statement. Were you at all involved with any aspect of
 10 whether the design or the products complied with the
 11 Building Regulations?

12 A. Not that I remember.

13 Q. What about industry standards, such as, for example, the
 14 CWCT standard?

15 A. No.

16 Q. Were you responsible in your role as project manager for
 17 making sure that those who were answerable to you made
 18 sure that the designs and products complied with the
 19 Building Regulations or industry standards?

20 A. No.

21 Q. Do you accept that if you had become aware of
 22 a potential non-compliance with the Building Regulations
 23 or associated guidance, then in your role as a project
 24 manager you would be duty bound to ensure that those
 25 issues were adequately considered by those people within

16

1 Harley who had appropriate expertise?
 2 A. I hope so, yeah.
 3 Q. Yes, and if there was nobody within Harley with
 4 appropriate expertise, then specifically to raise it
 5 with those elsewhere in the contract group?
 6 A. Yeah, I think we did.
 7 Q. "We did", you say? Right. Well, we'll come to that.
 8 Do I take it from what you're telling us that you
 9 didn't think you personally needed to understand the
 10 regulatory framework -- so Building Regulations,
 11 Approved Document B and relevant industry guidance -- in
 12 order to carry out your role properly as project
 13 manager?
 14 A. No.
 15 Q. You say no; I think you're agreeing with me that you
 16 didn't think it was necessary, just to be clear?
 17 A. Correct.
 18 Q. All right.
 19 Do you agree that you, as project manager, couldn't
 20 properly inspect the installation of cavity barriers by
 21 Harley or Harley's subcontractors without knowing the
 22 requirements of Approved Document B to the
 23 Building Regulations, specifically paragraph 9?
 24 A. My role as a project manager, as I understood it, wasn't
 25 to be inspecting such things.

17

1 Q. You say wasn't to inspect such things; do you mean not
 2 to inspect cavity barriers or not to inspect anything
 3 for compliance?
 4 A. Correct.
 5 Q. Which is it of those two?
 6 A. An inspection, in my mind, would be carried out by
 7 an independent third party. As I explained to you,
 8 I did snagging, which I see as a separate process to
 9 inspection.
 10 Q. Were you familiar with part 9 or section 9 of Approved
 11 Document B to the Building Regulations?
 12 A. I'm not sure of the parts I was familiar with, but I had
 13 seen parts of Document B.
 14 Q. Yes, okay.
 15 Did you ever have any training, prior to your
 16 involvement with the Grenfell Tower project, which would
 17 help you understand Approved Document B or the
 18 Building Regulations or the industry guidance?
 19 A. No.
 20 Q. Did Harley ever provide you with any formal or internal
 21 competency training to keep you up to date with industry
 22 codes of practice for the design and installation of
 23 cladding and windows?
 24 A. Not at that time, no.
 25 Q. Not at that time. It sounds as if you're telling us

18

1 that it did, but later. Is that right?
 2 A. No, that's not correct.
 3 Q. That's not right. So even today, Harley doesn't provide
 4 its employees with such training and competency
 5 awareness; is that right?
 6 A. I think our awareness now is a lot greater.
 7 Q. Yes, but even now, is there any training?
 8 A. Yeah, I would say it was in-house.
 9 Q. Right.
 10 I want to turn to ask you some questions about the
 11 role of assessing compliance with the Building
 12 Regulations and Approved Document B within Harley.
 13 First, was there, to your knowledge and
 14 recollection, anybody within Harley whose area of
 15 expertise and responsibility on this project, Grenfell,
 16 was to assess products and designs to make sure they did
 17 comply with the Building Regulations and associated
 18 guidance?
 19 A. The design and technical manager.
 20 Q. And who was that?
 21 A. Daniel Anketell-Jones.
 22 Q. Right.
 23 In relation to the Grenfell Tower project, did you
 24 ever think that it was your role to be considering fire
 25 performance of the materials and design of the façade

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1 for Grenfell?
 2 A. No.
 3 Q. Whose role did you think that was?
 4 A. Again, the design and technical manager.
 5 Q. And again, is that Daniel Anketell-Jones?
 6 A. Yes.
 7 Q. Can I show you some of his evidence. Can I ask you to
 8 be shown, please, {Day37/57:4-14}.
 9 At line 4, Ms Grange, who was examining
 10 Mr Anketell-Jones last week, asked him this question:
 11 "Question: Whose job was it within Harley at the
 12 time of the Grenfell project to think about fire?
 13 "Answer: There was nobody assigned across the whole
 14 company to do that role.
 15 "Question: So just nobody was assigned to do it?
 16 "Answer: No. Each individual person would look
 17 after the responsibility on their project.
 18 "Question: Right. So does that mean it fell to
 19 Kevin Lamb to be thinking about fire on the Grenfell
 20 project?
 21 "Answer: It would fall on Kevin and Ben.
 22 "Question: Kevin and Ben, okay."
 23 Then she changes to a different topic.
 24 I just want to ask you about the answer at line 13:
 25 "It would fall on Kevin and Ben."

20

1 Do you agree or do you disagree with
 2 Mr Anketell-Jones' assessment that thinking about fire
 3 on the Grenfell Tower project would fall on your
 4 shoulders?
 5 A. I disagree on the basis of thinking about it in terms of
 6 compliance. Obviously everyone's aware of it as
 7 an issue, but in terms of compliance, I would disagree.
 8 Q. Right. When you say, "everyone's aware of it as
 9 an issue", can you be a little bit more specific? How
 10 was it your role at the time to think about fire, in any
 11 respect?
 12 A. I don't know what Dan means by that.
 13 Q. Right.
 14 Narrowing it down, then, thinking about compliance
 15 with any aspect of the façade, design or products with
 16 the regulatory regime relating to fire, do you agree or
 17 do you disagree with Mr Anketell-Jones that that fell on
 18 your shoulders?
 19 A. I disagree.
 20 Q. Right.
 21 Are you able to explain why Daniel Anketell-Jones
 22 thought that you might have responsibility for thinking
 23 about fire in that sense?
 24 A. No.
 25 Q. Did you consider yourself part of the design team on the

21

1 Grenfell Tower project?
 2 A. No.
 3 Q. Do you agree or do you disagree with Mr Anketell-Jones'
 4 evidence that there was nobody assigned across the whole
 5 company, Harley, to do that role, perform that role?
 6 A. I disagree.
 7 Q. Again, are you able to explain how Mr Anketell-Jones was
 8 able to say what he said in that respect?
 9 A. His job title was design and technical manager, so
 10 I don't know.
 11 Q. What did you understand by his job title? What did you
 12 understand he was supposed to do?
 13 A. Obviously the design manager, he would oversee the
 14 designers working on individual projects, and then
 15 technical -- you know, help them with the regulatory
 16 issues that were around such designs.
 17 Q. Right. You say "design and technical manager"; do you
 18 remember what his formal job title was?
 19 A. I believe that was it.
 20 Q. Right.
 21 To your knowledge and your understanding at the
 22 time, did the job with that title extend to assessing
 23 compliance of the proposed products and materials for
 24 the Grenfell Tower project with applicable standards and
 25 industry guidance?

22

1 A. I think by the time it gets to a subcontractor such as
 2 us, I think there is an expectation that compliance has
 3 already been considered, and Dan's role is to further
 4 check that.
 5 Q. Yes.
 6 Can I then, in the light of that answer, ask you to
 7 look at the evidence of Ray Bailey, which is
 8 {Day32/17:21}. At line 21, I put to Ray Bailey:
 9 "Question: In Harley, was it the job of the
 10 technical manager to assess technical compliance of
 11 products?
 12 "Answer: Yes."
 13 Pausing there, do you agree with Ray Bailey's answer
 14 there?
 15 A. Yes.
 16 Q. The next question:
 17 "Question: I see. And at the time of
 18 Grenfell Tower, that was Dan Anketell-Jones, was it?
 19 "Answer: It was."
 20 It's just over the page, we see the answer at
 21 {Day32/18:1}.
 22 "Question: Yes, I see."
 23 Do you agree with Ray Bailey's answer there?
 24 A. Yes.
 25 Q. Can I now ask you to look, please, at what

23

1 Mr Anketell-Jones said when he was asked about this last
 2 week. Can I please ask for the transcript for
 3 {Day35/125:15} and following to be shown to the witness.
 4 At line 15, you can see, Ms Grange asked
 5 Mr Anketell-Jones this question:
 6 "Question: In his evidence last week, Mr Ray Bailey
 7 indicated that, at the time of the Grenfell project, you
 8 were the technical manager, and that your job was to
 9 assess the technical compliance of products. That was
 10 at {Day32/17:21}. Do you agree with that? Were you the
 11 technical manager?
 12 "Answer: No, I don't. I don't think I was made
 13 a technical manager until, I don't know, end of 2015,
 14 beginning of 2016, perhaps, because I hadn't had any
 15 training in that area yet.
 16 "Question: So there was a distinction, was there,
 17 within Harley between the role of design manager, which
 18 you say you did perform, and the role of technical
 19 manager, which you say you didn't perform until later;
 20 is that correct?
 21 "Answer: That's correct.
 22 "Question: As design manager, was your job or part
 23 of your job to assess the technical compliance of
 24 products?
 25 "Answer: No."

24

1 Now, Mr Bailey, can I ask you: at the time of the
 2 Grenfell Tower project, do you recall whether
 3 Mr Anketell-Jones had been promoted to technical manager
 4 yet, when you were involved?
 5 A. I don't recall.
 6 Q. To your understanding, was it right that, as a design
 7 manager, he would be required or he wouldn't be required
 8 to assess technical compliance of the products?
 9 A. I think that's something you could expect as well.
 10 Q. What did you expect him to do in that respect?
 11 A. Well, yeah, to assess the compliance.
 12 Q. Right. So in a nutshell, you agree with Ray Bailey's
 13 evidence and disagree with Daniel Anketell-Jones'
 14 evidence?
 15 A. Correct.
 16 Q. Thank you.
 17 Can I then ask you to look at Mr Albiston's
 18 evidence. He gave evidence on {Day35/32:1}. I asked
 19 Mr Albiston this question:
 20 "Question: If Mark Harris or Ray Bailey told you to
 21 price a particular product, did you understand that it
 22 had been checked in order to make sure that it was
 23 suitable?
 24 "Answer: Yes, I would have done, yes.
 25 "Question: Who did you think would do that

25

1 checking?
 2 "Answer: Either Ray Bailey or
 3 Daniel Anketell-Jones.
 4 "Question: I see. So was it your expectation that
 5 anything in the NBS specification would be checked by
 6 Ray Bailey or Daniel Anketell-Jones for its suitability
 7 for application on this project?
 8 "Answer: That's right, yes."
 9 Just ending the line of questioning there.
 10 Would it, to the best of your recollection, have
 11 been the role of Ray Bailey to undertake a check for
 12 compliance?
 13 A. I think in practice that was given to Dan to do.
 14 Q. Was there in Harley, at the time of your involvement in
 15 the Grenfell Tower project, a formal checking process
 16 whereby compliance with the Building Regulations and
 17 associated guidance would be undertaken?
 18 A. I don't know, and I think I'd just say that I hadn't --
 19 at that point hadn't been involved in a job at that sort
 20 of early stage.
 21 Q. Which time are you talking about specifically in that
 22 answer?
 23 A. So when it comes in for a tender, that's when,
 24 you know ...
 25 Q. I see.

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1 You became involved as project manager on Grenfell
 2 from February 2015; from that time onwards, let me ask
 3 the question: was there within Harley during that time
 4 a formal process for ensuring compliance with the
 5 Building Regulations and associated guidance?
 6 A. So, in my view, by that time I had become involved in
 7 the project, and we're talking about maybe not the
 8 calendar date that you're talking about, I'm talking
 9 about the lifespan of the project, when we received --
 10 when we finished it. When I get involved in that point,
 11 I'm not aware of any checklist, but that's --
 12 Q. Thank you?
 13 A. -- not to say it wasn't done before.
 14 Q. No, thank you.
 15 Can I ask you about the role of Kevin Lamb.
 16 At any time during your involvement, to the best of
 17 your recollection, did you or Ray Bailey tell Kevin Lamb
 18 to take the architect drawings as read?
 19 A. I didn't.
 20 Q. You didn't. Do you know whether Ray Bailey did?
 21 A. I don't.
 22 Q. Do you remember whether either you or Ray Bailey told
 23 Kevin Lamb words to the effect of that he didn't need to
 24 check the architect's drawings to make sure they
 25 complied with the statutory guidance or industry

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1 standards?
 2 A. I don't remember.
 3 Q. Did you or Ray Bailey ever tell him to assume that the
 4 architect had considered all questions of compliance?
 5 A. I certainly didn't.
 6 Q. No. Do you know anything, from the best of your
 7 recollection, about whether Ray Bailey did?
 8 A. I don't.
 9 Q. Right.
 10 If you had a question about compliance, who would
 11 you have raised that with, within Harley?
 12 A. Dan, I expect.
 13 Q. What about outside Harley?
 14 A. The architect and Building Control. And when I say the
 15 architect and Building Control, that means through Rydon
 16 as well.
 17 Q. If you saw the architect's drawings, were you
 18 sufficiently qualified or educated, to use a word
 19 previously used, to know whether a drawing was compliant
 20 with the Building Regulations and guidance or
 21 non-compliant?
 22 A. I would say not.
 23 Q. If you had seen something on the drawings which didn't
 24 look right, to use a colloquial expression, or didn't
 25 fit with what you had heard, who would you raise that

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1 with?
 2 A. On which drawing, sorry?
 3 Q. Well, if you had any drawings, if you had received any
 4 drawings, and you saw something that didn't look quite
 5 right or didn't fit with what you had heard about
 6 products or design or anything like that, who would you
 7 raise that with?
 8 A. You know, I would imagine Kevin to begin with, Dan,
 9 internally .
 10 Q. To be a little bit more specific -- and I think I know
 11 the answer, but I feel I ought to ask it anyway -- were
 12 either you or Ray Bailey qualified to make a decision as
 13 to whether there should or shouldn't be cavity barriers
 14 around the windows on Grenfell?
 15 A. I don't think I would have been able to make a judgement
 16 based on my knowledge at the time.
 17 Q. No. And what about Ray Bailey, would he have been
 18 qualified or able to make such a judgement, do you
 19 think?
 20 A. I don't know.
 21 Q. All right.
 22 Can I then turn to your experience on previous
 23 projects, and specifically the Merit House project.
 24 Merit House was in Colindale, wasn't it, in
 25 North London?

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1 A. Yes.
 2 Q. Was that a building over 18 metres in height?
 3 A. It was.
 4 Q. Do you know how high it was?
 5 A. To the best of my recollection, it was 10, 11, 12
 6 storeys.
 7 Q. Did that project entail or involve a rainscreen cladding
 8 refurbishment?
 9 A. It was predominantly a curtain wall installation, but it
 10 did have smaller areas of rainscreen cladding, yes.
 11 Q. And were those small areas of rainscreen cladding above
 12 18 metres or solely below 18 metres?
 13 A. They had elements above 18 metres, yes.
 14 Q. Above.
 15 Do you know what the rainscreen cladding material or
 16 product was on that project?
 17 A. It was Alucobond.
 18 Q. It was Alucobond?
 19 A. Yeah.
 20 Q. So ACM Alucobond?
 21 A. Yeah.
 22 Q. Yes.
 23 Do you know whether the Alucobond on that project
 24 was PE core or did it have an FR core?
 25 A. I believe it was PE, although at the time I had never

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1 heard it referred -- I had never heard of the core
 2 referred to as anything.
 3 Q. Right.
 4 A. So when I say I believe it was PE, that's what I know
 5 now.
 6 Q. I see. So does that tell us that, at the time of your
 7 involvement on the Merit House project, there was simply
 8 no discussion or thought given to the nature of the
 9 core?
 10 A. I believe so, yes.
 11 Q. Okay.
 12 Do you know or do you remember whether any
 13 considerations were given by you or anybody else at
 14 Harley to the fire safety of the cladding on the
 15 Merit House project?
 16 A. I don't remember.
 17 Q. Prior to the Grenfell Tower project, what was your
 18 experience of façade refurbishments using ACM? Was it
 19 limited to the Merit House project?
 20 A. On the basis that I was involved with, it was
 21 Merit House, yes.
 22 Q. I see.
 23 Do you remember whether on Merit House the ACM was
 24 in a fixed panel form, rivets, or was it cassette?
 25 A. It was face-fixed.

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1 Q. Do you remember what the insulation was?
 2 A. That was Kingspan K15.
 3 Q. Kingspan K15.
 4 I just want to ask you one or two questions about
 5 previous cladding fires .
 6 Do you agree that, as a project manager on a project
 7 for Harley, being a specialist subcontractor, you had
 8 a responsibility to keep up to date with developments in
 9 the cladding industry generally?
 10 A. I think in terms of my role, in terms of the management
 11 side of it, the health and safety side of it, for the
 12 guys on site, yeah, and I did keep up to date with,
 13 you know, those kind of matters, yes.
 14 Q. Did you keep up to date with any previous fires that had
 15 been linked to the use of ACM as a rainscreen cladding
 16 material or product?
 17 A. At that time, I wasn't aware of any fires linked to the
 18 rainscreen.
 19 Q. Right. So I think I can take this quite shortly: you
 20 wouldn't have been aware of the historic fires in the
 21 UK, such as Knowsley Heights in 1991, or Garnock Court
 22 in Irvine in 1999?
 23 A. No.
 24 Q. What about the fire at Lakanal House in Southwark in
 25 London?

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1 A. I was not.
 2 Q. You weren't, right.
 3 What about the spate of fires in high-rise buildings
 4 in the UAE in 2012 and 2013?
 5 A. I was not.
 6 Q. No?
 7 What about the fires at the Address Downtown Hotel
 8 or The Torch residential building in Dubai in 2015?
 9 A. Again, I was not, no.
 10 Q. Had you ever heard of any ACM fires?
 11 A. The only fire I was aware of that you could say had
 12 an ACM product on the building was Taplow House, but
 13 that was my only awareness. But I wasn't aware of that
 14 as a cladding fire.
 15 Q. Right. How had you become aware of the Taplow House
 16 fire?
 17 A. Just my involvement with the company, in my time
 18 I worked there during the holidays, I think.
 19 Q. Right, I see. Did you read the abseil report or the
 20 other report relating to the fire?
 21 A. Not at the time, no.
 22 Q. Not at the time. Not at the time of your involvement
 23 with Grenfell --
 24 A. No.
 25 Q. -- either? I see.

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1 Let's turn, then, to look at some of your early
 2 involvement in Grenfell.
 3 Can I ask you to look at paragraph 7 of your
 4 statement, please, on page 2 {HAR00010060/2}. You say
 5 there that you first began to be copied in to emails --
 6 this is in the third line -- relating to Grenfell Tower
 7 from around September 2014, and then you became more
 8 actively involved in around February 2015.
 9 Can we look at some detail on that. Can we look
 10 first, please, at {HAR00003830}. This is an email from
 11 Rob Maxwell to Kevin Lamb, copied to you, on
 12 21 January 2015, and he writes, at the bottom:
 13 "Please copy in Ben on all correspondence from now
 14 on as he is able to spend a lot more time on the project
 15 now."
 16 The subject of that email, just to give you some
 17 context, is "drawings".
 18 Do you remember what happened in
 19 December 2014/January 2015 which enabled you to become
 20 more involved in the Grenfell Tower project?
 21 A. I think that must be in reference to the progress we had
 22 at Merit House.
 23 Q. I see. So Merit House was coming to an end or your role
 24 in it was coming to an end and you were able to spend
 25 more time on --

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1 A. Yeah, I remember certainly our site cabins, our site
 2 presence was removed from Merit House in January 2015,
 3 so --
 4 Q. I see.
 5 A. -- things were starting to wind down then.
 6 Q. Was there a Harley project manager on the Grenfell Tower
 7 project before you took on that role?
 8 A. I believe Rob was performing that role.
 9 Q. Rob. Rob Maxwell, is that?
 10 A. Yes.
 11 Q. When did he start acting as project manager for Harley
 12 on the Grenfell Tower project, do you remember?
 13 A. Not from any first-hand knowledge, but from what I've
 14 seen, it was from early days.
 15 Q. Right.
 16 When you came into the project, did you take any
 17 steps to familiarise yourself with the work done so far
 18 and the plans for it?
 19 A. I think at some point we may have had a meeting where,
 20 you know, I'd been walked through some of the early
 21 stage drawings and, you know, the general idea of what
 22 we were being asked to do.
 23 Q. And who would that meeting have been with, do you
 24 remember?
 25 A. I don't remember an exact meeting.

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1 Q. Do you remember when it was?
 2 A. Not without guessing.
 3 Q. Did you actually have a formal handover from
 4 Rob Maxwell?
 5 A. Not that I remember.
 6 Q. Did you review the NBS specification when you came into
 7 the project as project manager?
 8 A. It's hard to say for me now if I reviewed that at the
 9 time, because I have -- I did read parts of the NBS spec
 10 that were sort of relating to our package of works
 11 throughout the job, so I have a memory of parts of it,
 12 but I don't remember -- you know, it's hard to remember
 13 at which points in time that happened.
 14 Q. Did anybody provide you with a written job specification
 15 for project manager at Grenfell?
 16 A. No.
 17 Q. Did anybody explain to you in detail what exactly you
 18 were supposed to do in that role?
 19 A. I think they must have done because I had -- the role in
 20 my head was planning, logistics, dealing with suppliers,
 21 things of that nature.
 22 Q. Did anybody spell that out to you? You say it was in
 23 your head, but how did it come into your head?
 24 A. Again, I don't have a crystal clear memory of a sit-down
 25 and that being specifically said to me, but that's the

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1 role in my head.
 2 Q. Right.
 3 A. So it may have happened, it may --
 4 Q. Who actually appointed you to the role of project
 5 manager?
 6 A. It may have been Rob, actually.
 7 Q. Right. Rob --
 8 A. Rob Maxwell, as the contracts manager.
 9 Q. Let me ask the question a slightly different way.
 10 Who actually made the ultimate decision within
 11 Harley that it would be you who would take over from
 12 Rob Maxwell as the project manager?
 13 A. I don't know who definitely made the decision, but
 14 I'm ... to the best of my recollection, it was Rob who
 15 told me, you know, "This is your next job", so ...
 16 Q. I see. What did he do thereafter?
 17 A. In terms of his involvement with the project? I think
 18 he took more of a back seat.
 19 Q. From what you said earlier, do we take it that he never
 20 said to you, "And this is what you're going to do on the
 21 project" and spelt out to you precisely what tasks you
 22 had --
 23 A. As I said, I don't have a clear recollection of that.
 24 Q. When you came into the project -- you have told us about
 25 the NBS spec -- did you read Harley's tender document

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1 dated 29 January 2014?
 2 A. I believe I would have done, because I think I picked
 3 out some stuff later in the job from the budget sheet
 4 and pricing from it, so ...
 5 Q. Right. Did you read Harley's unsigned letter of intent
 6 and the appendices to it dated 25 July 2014?
 7 A. I don't remember reading the letter of intent. The
 8 appendices -- there was lots of different appendices on
 9 it, so to say I didn't read the appendices -- all of the
 10 appendices would be wrong, but I did read some of them.
 11 Q. Okay. Well, we'll look at that in a moment.
 12 Just in general terms, did you have any discussions,
 13 do you remember, with any of your colleagues at Harley
 14 about the general contractual obligations that Harley
 15 owed?
 16 A. I don't think so.
 17 Q. What did you understand Harley's scope of works to be
 18 when you came into the project?
 19 A. Well, broadly speaking is to productionise the
 20 architect's intent for the rainscreen, and carry that
 21 through to an installed product, you know, including the
 22 insulation and curtain wall areas of the building.
 23 Q. When you say "productionise the architect's intent for
 24 the rainscreen", can you perhaps explain in a little bit
 25 more detail what productionising the architect's intent

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1 meant or involved?
 2 A. So the architect, in my view, would design the overall
 3 façade of what they wanted, and, you know, as a design
 4 and as something that's aesthetically pleasing. What
 5 they don't do is, you know, break that down into parts
 6 that can be fabricated and manufactured, and that's
 7 really what I think our role comes into, is take that,
 8 you know, design and intent into something that can be
 9 built.
 10 Q. And the transformation from intent to productionisation,
 11 to use your word, would involve further design, would
 12 it?
 13 A. I think it -- I'm not sure if it would involve
 14 developing the design. I think when you say further
 15 design it's, you know, down to the components of it.
 16 Q. Right.
 17 In order to do your job as project manager on the
 18 Harley involvement in the Grenfell Tower project
 19 properly -- you say you didn't read the letter of
 20 intent -- would it not have assisted you to have
 21 familiarised yourself with the letter of intent in order
 22 to know more precisely what Harley was supposed to do?
 23 A. I actually think I derived a lot of my information, as
 24 we said from our -- you asked me about our tender
 25 document earlier on. What also we had from Rydon was

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1 a very detailed valuation sheet, and in that valuation
 2 sheet it detailed quite clearly the areas that we were
 3 expected to do. So from my view, and what I was doing,
 4 I was using that a lot as reference.
 5 Q. I see.
 6 A. In terms of what we were expected to do.
 7 Q. When you say a valuation sheet, was that part of the
 8 request for the tender, or was that part of the tender
 9 document that you saw?
 10 A. I don't recall.
 11 Q. I see.
 12 Well, let's look at the letter of intent together
 13 and see how far we go with what you know or don't know,
 14 or knew and didn't know.
 15 Can we look at it, it's {HAR00000120}. Now, this is
 16 not actually dated 25 July 2014, but it came from
 17 Zak Maynard of Rydon to Harley on 25 July 2014, to
 18 Mark Harris.
 19 Have you seen this document before?
 20 A. Before today, yes.
 21 Q. Do you remember looking at it during your role as
 22 project manager at Grenfell?
 23 A. Again, I've seen it recently. It's hard to say whether
 24 I'd seen it before that now.
 25 Q. Right. So that we're clear, do we take it that when you

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1 came into the project, you didn't actually make
 2 a specific effort to look at this document and
 3 understand exactly what it was that Rydon was telling
 4 Harley that it wanted?
 5 A. I don't recall, but ...
 6 Q. Okay.
 7 Now, let's just look at it. Page 1, it sets out the
 8 authorised works just above "Compliance":
 9 "Design of Façade Works (the 'Authorised Works')." Underneath that, it says:
 10 "Compliance
 11 "The Authorised Works must comply with the
 12 following ..."
 13 Then we can see a number of appendices referred to,
 14 you've got appendix F, and appendix B, C, D, G, E down
 15 the page.
 16 Can we look first at appendix D, because you said
 17 earlier that you did look at some of the appendices.
 18 Appendix D is at {HAR00000391}, please. Can I ask you
 19 to look, first of all, at page 1.
 20 Is that something familiar to you, appendix D,
 21 "Pre-Contract Interview"?
 22 A. It's not, no.
 23 Q. No. Let's look at page 2 {HAR00000391/2}, see how far
 24 we go.
 25

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1 On page 2, look at clause 4, "Drawings", and under
 2 4.2, "Subcontractor Drawings", can you see that, "n/a"?
 3 Then at the bottom there is a note:
 4 "All drawings and specifications received by us
 5 [that's Rydon] will be commented upon and approved in
 6 principle only."
 7 Then it says this:
 8 "The subcontractor remains fully responsible for the
 9 design, including relevant compliances, design and
 10 dimensional integration."
 11 Did you read or note that at the time?
 12 A. I don't think so.
 13 Q. Did anybody tell you that Harley's responsibility to
 14 Rydon was that Harley would remain fully responsible for
 15 the design, including relevant compliances, design and
 16 dimensional integration?
 17 A. It's not something I was familiar with.
 18 Q. Right.
 19 Do you accept that it was your job as project
 20 manager to manage the project so as to ensure that the
 21 design of the façade was compliant with what it says
 22 here, the relevant compliances, design and dimensional
 23 integration?
 24 A. I don't think it was.
 25 Q. You don't think it was. Did you think that it was

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1 anybody's job in Harley to ensure that the design of the
 2 façade was compliant with the relevant compliances,
 3 design and dimensional integration?
 4 A. No, my opinion is that it was always the architect that
 5 performed that role.
 6 Q. Are you aware of any occasion when Harley told Rydon
 7 that, despite what was written in this note, Harley
 8 would not remain either fully or at all responsible for
 9 the design, including relevant compliances, design and
 10 dimensional integration?
 11 A. Sorry, could you say that again, please?
 12 Q. Yes. Are you aware from your own experience and
 13 recollection of any occasion when Harley told Rydon
 14 that, despite what's written in the note here, Harley
 15 wouldn't remain responsible, either fully or at all, for
 16 the design, including relevant compliances, design and
 17 dimensional integration?
 18 A. I don't know.
 19 Q. Right.
 20 Let's look at {HAR00000396}. This is the schedule
 21 of information described as appendix F, and we can see
 22 at the top of the page it's described as "Envelope
 23 Package, Schedule of Information", and then there is
 24 a list of specifications and then a longer list of
 25 drawings.

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1 Just looking at it on the screen there, Mr Bailey,
 2 are you familiar with this document?
 3 A. I've seen the list of architect's drawings before;
 4 whether it came from this document I'm unsure.
 5 Q. Do you remember seeing this schedule at the time, or
 6 appendix?
 7 A. The architect's drawings?
 8 Q. No, the appendix F. Do you remember seeing appendix F
 9 at the time?
 10 A. I don't remember, no.
 11 Q. All right.
 12 As we can see, it incorporates a list of documents.
 13 Do you think you had been provided with those documents?
 14 A. Erm ... the KCTMO code of conduct is something
 15 I remember being aware of or reading. That's the only
 16 one that I have a memory of.
 17 Q. Well, let's go to page 3 {HAR00000396/3}. On there, you
 18 can see that the appendix at the top of the page,
 19 penultimate entry, just above "Asbestos surveys", refers
 20 to something called "LO1212 SPEC 001". That was
 21 a specification produced by Curtins Consulting, and I'll
 22 show it to you. It's at {ART00000914}, please. You can
 23 see that it's produced by Curtins Consulting on
 24 1 March 2013, we can see in the middle of the page the
 25 designation "LO1212-SPEC-001", and the title of this

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1 document is:
 2 "Specification .
 3 "Structural Performance Specification For the
 4 Design, Supply and Application Of Overcladding Systems
 5 to Grenfell Tower.
 6 "For Studio E."
 7 Just looking at that first page there, Mr Bailey, do
 8 you remember whether you looked at this document at the
 9 time?
 10 A. No.
 11 Q. Do you know whether there is any reason why you didn't
 12 or wouldn't have looked at this document at the time?
 13 A. I'm not aware of any specific reason.
 14 Q. Right.
 15 Do you accept that this is an important document
 16 because it sets out the specification for the design of
 17 the cladding system?
 18 A. It appears to be, yeah.
 19 Q. Now, if we go to page 3 {ART00000914/3} of this
 20 document, we can look at section 1. Again, let's see
 21 how far we go with this if you weren't familiar with it
 22 at the time.
 23 At the top of the page, it says in the second
 24 sentence:
 25 "All works shall be designed, supplied and

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1 constructed by the Contractor."
 2 Were you aware at the time that, in the case of
 3 Grenfell, Harley was the subcontractor engaged to design
 4 the building envelope?
 5 A. Yeah, but with what I said before about
 6 productionisation.
 7 Q. Yes, I understand.
 8 A. Yeah.
 9 Q. I understand the qualification .
 10 In general terms, would it be fair to say that you
 11 knew that Rydon would be reliant on Harley's specialist
 12 knowledge, as the specialist cladding subcontractor, in
 13 respect of the design and installation of the façade?
 14 A. Yes, as well as the architect .
 15 Q. Now, let's look at page 7 {ART00000914/7} and look at
 16 section 4 ...
 17 Perhaps we can actually go ahead to page 9
 18 {ART00000914/9} first of all. On page 9 it says at
 19 section 6, "Design", and if you look at the third entry
 20 from the end, you can see that the contractor is
 21 expressly required to consider the need for effective
 22 fire barriers .
 23 Did you know that at the time? Did you know at the
 24 time that the cladding subcontractor was going to be
 25 responsible for the need for effective fire barriers, or

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1 to take that into account?
 2 A. Yes.
 3 Q. You did.
 4 Can we look at page 11 {ART00000914/11} and
 5 section 7, "Overcladding", and there are two subsections
 6 there: there is subsection 7.1.13 and 7.1.14. 7.1.13
 7 refers to the compliance with the recommendations of the
 8 BRE document, "Fire Performance of External Thermal
 9 Insulation for Walls of Multi Storey Buildings", second
 10 edition, 2003, or in shorthand, BR 135.
 11 Were you aware yourself of the existence or contents
 12 of BR 135 referred to there?
 13 A. I wasn't aware of that document at the time.
 14 Q. Were you aware that compliance of the system which
 15 Harley was responsible for had to comply, as a matter of
 16 this contractual document, with the terms of BR 135?
 17 A. Sorry, as you said, in terms of this contractual
 18 document, I wasn't aware of that.
 19 Q. Right. Looking at 7.1.14:
 20 "The system shall not be a fire risk at any stage of
 21 installation, nor shall it constitute a fire hazard
 22 after completion if for any reason the insulant becomes
 23 exposed."
 24 Again, were you aware that that was part of Harley's
 25 contractual obligation that it had assumed to Rydon?

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1 A. I was aware of the overall, you know, concept of that,
 2 but again, not as a specific clause in the contract.
 3 Q. Right.
 4 Can we go to section 4 of this specification, which
 5 is on page 7 {ART00000914/7}. We will look at
 6 section 4, "Compliance with General Standards".
 7 Were you aware that Harley had to comply with, and
 8 look at the first entry:
 9 "All Statutory Instruments."
 10 And then a little bit lower down:
 11 "The Building Regulations 2000 and subsequent
 12 amendments."
 13 Then three up from the bottom:
 14 "BRE Digests and Information Papers."
 15 Were you aware, in your role as project manager,
 16 that Harley had to comply with those?
 17 A. Maybe not, you know, as specifically as they're written,
 18 but in terms of following the Building Regulations,
 19 I think, yeah, everyone knows --
 20 Q. Right.
 21 A. -- that.
 22 Q. If you turn the page to section 5 {ART00000914/8},
 23 "Specific Standards of Compliance", you can see at the
 24 very bottom there the specific standards of compliance
 25 included, at the end of a long list:

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1 "Centre for Walling & Cladding Technology ([C]WCT):
 2 Standards for Walls with Vertical Rainscreens 1998."
 3 Were you familiar with that standard?
 4 A. At the time I was aware of the CWCT, but I don't think
 5 I'd read that document.
 6 Q. Presumably you therefore were not aware that Harley owed
 7 a duty to Rydon to make sure that those standards or
 8 guidance was complied with?
 9 A. As I said before, I mean, it's implied everywhere that
 10 the Building Regulations are to be followed, but as
 11 I said, in terms of a specific clause in here, I wasn't
 12 aware of it.
 13 Q. At the time of your involvement in the Grenfell Tower
 14 project, had you heard of something called DOM2 articles
 15 of agreement and subcontract conditions?
 16 A. I had not.
 17 Q. No?
 18 A. No.
 19 Q. That's a no, is it?
 20 A. That's a no.
 21 Q. Would it follow from that answer that you were not aware
 22 that Harley's contract with Rydon incorporated the
 23 conditions of DOM2 articles of agreement and subcontract
 24 conditions?
 25 A. No.

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1 Q. Right.
 2 Were you aware of a general obligation on Harley not
 3 to substitute materials or use substitute materials or
 4 products that were different from those that were
 5 included in the specification without the specific
 6 consent of Rydon?
 7 A. Was I aware of a clause?
 8 Q. Were you aware in general, never mind whether it's in
 9 a clause or not, that Harley wasn't allowed to
 10 substitute materials or products that were different
 11 from those that were included in the specification?
 12 A. At the time, I wasn't aware of the clause as such, no.
 13 Q. No. You may not have been aware of the clause, but in
 14 general, were you aware of a general obligation -- let
 15 me put it differently to you.
 16 Were you aware that Harley had promised Rydon that
 17 there would be no change to materials that were set out
 18 in the specification unless Rydon consented to such
 19 a change?
 20 A. In terms of an explicit awareness, no.
 21 Q. No. Were you aware that Harley had to tell Rydon if
 22 there were any discrepancies that it spotted between the
 23 design and the statutory requirements and the
 24 requirements of guidance?
 25 A. In whose design? In our design or ...

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1 Q. Any design.
 2 A. Erm --
 3 Q. I say any design; design, whether or not done by
 4 Studio E.
 5 A. I think, yeah, if anyone had seen a problem, it would
 6 have been pointed out.
 7 Q. Did you know that the terms of Rydon's contract with the
 8 TMO, the design and build JCT form contract, were also
 9 incorporated into the contract between Rydon and Harley
 10 so that it was basically a back-to-back contract?
 11 A. I was not aware of that.
 12 MR MILLETT: Right.
 13 Mr Chairman, I'm going to turn to a completely
 14 different topic now.
 15 SIR MARTIN MOORE-BICK: Well, that would be probably a good
 16 moment to have a break, wouldn't it?
 17 MR MILLETT: I think it would, yes.
 18 SIR MARTIN MOORE-BICK: Yes, thank you.
 19 We will have a break now, Mr Bailey.
 20 THE WITNESS: Of course.
 21 SIR MARTIN MOORE-BICK: We will come back at 11.50, please,
 22 and let me remind you not to talk to anyone about your
 23 evidence or anything to do with it while you're out of
 24 the room.
 25 THE WITNESS: Of course.

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1 SIR MARTIN MOORE-BICK: All right? Thank you very much.
 2 Would you go with the usher, please.
 3 (Pause)
 4 11.50, please. Thank you.
 5 (11.36 am)
 6 (A short break)
 7 (11.50 am)
 8 SIR MARTIN MOORE-BICK: Right, Mr Bailey, ready to carry on?
 9 THE WITNESS: I am.
 10 SIR MARTIN MOORE-BICK: Good, thank you.
 11 Yes, Mr Millett.
 12 MR MILLETT: Mr Chairman, thank you.
 13 Mr Bailey, I would like to explore the topic of
 14 insulation at Grenfell with you now, if I can. Can
 15 I ask you please to go first to paragraph 26 of your
 16 witness statement on page 8 {HAR00010060/8}.
 17 You say there, four lines down from the top of the
 18 paragraph:
 19 "The insulation was Celotex RS5000 which was a rigid
 20 board type of insulation. Its appearance was of a
 21 yellow rigid foam with unbranded silver foil faces on
 22 the front and back, but not around the edges."
 23 First, having shown you that, can we look at
 24 a contemporaneous document, {CEL00009874}, please.
 25 Now, you may not have seen this document before, or

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1 certainly not at the time. I'll tell you what it is:
 2 it's a Celotex Salesforce database entry dated
 3 10 June 2014. We need to blow it up a bit, but if you
 4 look at the document, it relates to Merit House, as you
 5 can see from the right-hand side, and underneath
 6 Merit House it says "Ben Bailey"; do you see that?
 7 A. Yes.
 8 Q. This particular task was assigned to someone called
 9 Mark Willoughby at Celotex. Was Mark Willoughby
 10 somebody familiar to you, do you remember?
 11 A. It's not a name that I remember.
 12 Q. Right. If you look at the left-hand column:
 13 "Celotex Task Type: Incoming Call.
 14 "Activity Type: Technical assistance.
 15 "Task Topic: Call.
 16 "Due Date: 10/06/2014."
 17 Just pausing there, that was at a time, I think,
 18 when you were working on Merit House, from what you told
 19 us earlier; is that right?
 20 A. That would have been, yes.
 21 Q. Underneath it says:
 22 "Comments: Ben called to ask if we had
 23 an alternative to Kingspan K15.
 24 "Project is over 18m so could not help at this time.
 25 "Needed product on site in 2 weeks.

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1 "Let me know that they have just been awarded 2 new
 2 overlaid projects in London in Autumn.
 3 "Once we have 18m fire test inform Ben and team so
 4 that we can win spec."
 5 Do you remember telling Mr Willoughby or anyone else
 6 at Celotex at that time that Harley had just been
 7 awarded two new overlaid projects in London in the
 8 autumn?
 9 A. As I say, Mark Willoughby's not a name I'm familiar
 10 with. The only person I can remember speaking to at
 11 Celotex is Jonathan Roome.
 12 Q. Right, okay.
 13 A. And I can give you some more context to this maybe.
 14 Jonathan was a fairly regular visitor to the office,
 15 asking these kind of questions about what jobs we're
 16 tendering for, what jobs we've got, obviously with
 17 a view to --
 18 Q. In general, do you remember ringing Celotex in about
 19 June 2014 and telling them that you had won two new
 20 overlaid projects in London?
 21 A. I don't, no.
 22 Q. Now, we can see from a later document that one of those
 23 projects was Grenfell Tower, and the other was a project
 24 in Telford. Do you remember the project in Telford?
 25 A. No, Telford's completely new to me.

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1 Q. Right.
 2 Do you remember whether Celotex told you, as we can
 3 see here from this contemporaneous document, that they
 4 would soon have a product that was available for use on
 5 buildings over 18 metres?
 6 A. Yes.
 7 Q. You do remember that?
 8 A. Well, I don't remember if it was at that time, but
 9 it's ...
 10 Q. Right.
 11 Did Mr Willoughby or the person you spoke to at
 12 Celotex so far as you can remember mention FR5000 at
 13 all?
 14 A. No.
 15 Q. Did you know in June 2014 about Celotex FR5000?
 16 A. No.
 17 Q. Did you understand that Celotex had no products for
 18 insulation that could be used above 18 metres?
 19 A. At that point in time, yes.
 20 Q. You did, okay.
 21 Does that mean that at this point, turning away for
 22 a moment from the document and looking at June 2014, you
 23 were aware that there were restrictions on insulation
 24 products being used on buildings above 18 metres in
 25 height?

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1 A. Yes.
 2 Q. You did know that.
 3 Now, you're asking, according to this document, if
 4 there is an alternative to Kingspan K15. Did you think
 5 that K15 was a product that could be used on buildings
 6 in excess of 18 metres in height?
 7 A. Yes.
 8 Q. We'll come back to K15 later and explore that answer
 9 that you have given us in a bit more detail, but for the
 10 moment can we stick with Celotex.
 11 Can we look, please, at another Celotex Salesforce
 12 entry, {CEL00009875}, please. If we could just have
 13 that expanded a little bit more, we can see again this
 14 relates to Merit House, if we look at the right-hand
 15 side, and again your name is referred to there. Do you
 16 see that, on the right-hand side?
 17 A. Yes.
 18 Q. "... Merit House.
 19 "Name: Ben Bailey."
 20 Again, it's assigned to Mark Willoughby, and this
 21 time the Celotex task type is a report:
 22 "Activity type: Rainscreen Contractor.
 23 "Task Topic: 18m Fire Test.
 24 "Due Date: 18/07/2014."
 25 The comments say:

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1 "Met Ben on the Merit House project to discuss
 2 current demands on site and future projects."
 3 Pausing there, do you remember meeting
 4 Mark Willoughby on the Merit House site, or at all, to
 5 discuss the project?
 6 A. As I said before, Mark Willoughby is not a name I'm
 7 familiar with.
 8 Q. Right.
 9 A. As I said, my memory is my only dealings with someone at
 10 Celotex, especially meeting someone, is --
 11 Q. Right, well, do you remember having a meeting with
 12 anyone from Celotex on the Merit House project to
 13 discuss current demands on site and future projects, at
 14 this time, so around 18 July 2014?
 15 A. Yeah, before you've shown me this document I had
 16 a memory of meeting Jonathan Roome on site at
 17 Merit House.
 18 Q. You do?
 19 A. Yes.
 20 Q. Right. So you think it was Jonathan Roome and not
 21 Mark Willoughby?
 22 A. As I said before, Mark Willoughby is a name that I am
 23 not familiar with. Jonathan Roome I certainly am.
 24 Q. Now, it goes on to say:
 25 "Have had to use Kingspan K15 as we [that's Celotex]

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1 do not currently have a product."
 2 Just pausing there, was it fair to say that you were
 3 using K15 on Merit House because Celotex did not have
 4 a product for use suitable over 18 metres?
 5 A. Erm ... yeah, I mean, I think Kingspan was specified on
 6 that job, and as I said, Jonathan was fairly regular
 7 around and he was telling us that Celotex were looking
 8 to come out with a competing product. So on his site
 9 visit, he was keeping me up to date with, you know,
 10 where they were in -- if they got the certificate or
 11 not. So I think that's why, when he said they've had to
 12 use Kingspan K15, because their product wasn't on the
 13 market yet.
 14 Q. Were you having these discussions with Mr Roome because
 15 you wanted to use Celotex products, or was there
 16 a problem on the Merit House site with using the K15
 17 product?
 18 A. I don't recall. It could be a supply issue, it could be
 19 a ... you know, a response from us to Jonathan telling
 20 us about the products and, you know, doing his sales
 21 pitch.
 22 Q. Right.
 23 A. But I don't remember this particular scenario.
 24 Q. You don't remember, okay.
 25 It looks from this, if we go on, that you said that

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1 you had new projects. It says:
 2 "Have [two, I think it is, although it's misspelt]
 3 new projects that they are on the verge of winning to
 4 start later this year.
 5 "Grenfell Tower, White City.
 6 "Telford Office."
 7 Do you remember telling Jonathan Roome that you did
 8 have or were about to win those two projects to start
 9 later that year?
 10 A. It's certainly possible I told him about Grenfell Tower,
 11 but Telford Office is not a job that I remember being
 12 familiar with, and it's not a job we've done, so ...
 13 Q. So you can't explain that. It goes on to say:
 14 "They have also taken on two more designers in the
 15 office."
 16 Do you remember telling Mr Roome that?
 17 A. No.
 18 (Pause)
 19 Q. I'm sorry, I didn't hear your answer. I thought you
 20 were pausing; it turns out that it's me who was pausing.
 21 Just at this point, just talking about choices of
 22 products, do you remember a discussion inside Harley
 23 about whether you should go for the Grenfell Tower
 24 project and let a project called Karma go?
 25 A. I wouldn't have been involved in those kind of

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1 discussions. I don't remember.
 2 Q. Do you know anything about the Karma project?
 3 A. Erm ... I know it was in Wembley, and I know who got the
 4 job eventually, but I don't know specifics about it.
 5 Q. Going back to this, do you remember what else was
 6 discussed at the meeting with Jonathan Roome, apart from
 7 what's written on this page here?
 8 A. I don't know.
 9 Q. Right.
 10 A. Or I don't remember.
 11 Q. Can we then look at another document, {CEL00009877}.
 12 Now, this is another Celotex Salesforce entry, and again
 13 it relates to Merit House and again we see your name,
 14 "Ben Bailey", there on the right-hand side, and again
 15 it's been assigned to Mark Willoughby:
 16 "Celotex Task Type: Phone Advice."
 17 Again:
 18 "Task Topic: 18m Fire Test."
 19 This time the due date is 31 August 2014. You see
 20 that? The comments are:
 21 "Update Harley CW on 18m fire test to close 2
 22 overclad projects raised by Ben Bailey on last call."
 23 Again, do you remember whether you rang Celotex or
 24 Celotex rang you? Do you remember?
 25 A. I think it's likely Celotex rang me.

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1 Q. Right. And do you remember what you were told by
2 Mr Roome about testing? Well, sorry, what Celotex told
3 you about testing?
4 A. I mean, as I was saying before, Jonathan was sort of
5 saying that we're getting closer to the certificate
6 being issued, and that I think is why he is referencing
7 the next jobs, because that's when they're anticipating
8 it to be ready.
9 Q. Just to be clear, did you ever speak to anybody at
10 Celotex other than Jonathan Roome, do you think?
11 A. Not that I have a recollection of.
12 Q. All right.
13 A. As I said before, Jonathan Roome was our point of
14 contact.
15 Q. Right.
16 As a result of those discussions, is it fair to say
17 that you were aware from about this point on that
18 Celotex now had a solution for use above 18 metres,
19 either available then or very shortly to be available?
20 A. That's what I was being told, yes.
21 Q. Right. Did you expect them to be in touch as soon as it
22 was available?
23 A. I don't know whether I expected to be, but I think
24 Jonathan was very keen.
25 Q. Very keen, I see.

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1 Can I then just go back a little bit in time to
2 earlier in the month, August 2014, and let's look
3 together at {CEL00001237}. This is an email from
4 Jonathan Roome to Ben Sharman at Harley, subject:
5 "Celotex RS5000 Rainscreen Insulation Launch". It says:
6 "Hi Ben,
7 "Good to speak to you again."
8 That's Ben Sharman.
9 Just pausing there, do you know what Ben Sharman's
10 role within Harley was?
11 A. He was a designer.
12 Q. He was a designer?
13 A. Yeah.
14 Q. And was he a designer specifically on the Grenfell Tower
15 project or just generally?
16 A. I had worked with him previously on Merit House, and
17 I don't remember the job he was working on at that time,
18 but I don't think it was Grenfell.
19 Q. Do you know why Jonathan Roome would have sent this
20 email to him specifically?
21 A. I don't know.
22 Q. Did Ben Sharman work as a designer on the Grenfell Tower
23 project at all?
24 A. I think Ben was with us until probably the same point in
25 time, but in 2015, he may well have done some early

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1 detail on it at the early days, but I'm not sure.
2 Q. Right. It goes on:
3 "Good to speak to you ...
4 "I have the pleasure of informing you as of
5 yesterday we have now launched the first PIR Board To
6 Successfully Meet The Performance Criteria In BR 135 For
7 Insulated Rainscreen Cladding Systems, Therefore
8 Acceptable For Use In Buildings Above 18m In Height.
9 "I would like to come into the office when everyone
10 is around to present formally the new product."
11 Do you recall any talk in the office or being told
12 by Ben Sharman that Celotex had now launched a new PIR
13 product to be able to be used above 18 metres in height?
14 A. I don't remember, you know, like a round-table meeting,
15 but as I said before, Jonathan was in regularly, so he
16 may well have introduced it to different people at
17 different times.
18 Q. Right.
19 Do you remember when you first became aware that
20 Celotex had launched a new PIR product suitable for use
21 on buildings above 18 metres in height?
22 A. I don't remember when I became aware that the -- that it
23 passed its tests, because I was aware of it before that
24 point in time, so obviously ... I don't remember at what
25 point in time I was made aware that it had passed its

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1 test. You know, they would say it was acceptable for
2 use.
3 Q. Right.
4 Do you remember whether Jonathan Roome came into the
5 Harley office to make a presentation of this product,
6 this new product?
7 A. As I said, I don't remember.
8 Q. Right.
9 Can we look at the NBS specification for
10 Grenfell Tower. It's {SEA00000169}, please. The
11 version that's going to go up on the screen, as you can
12 see, is actually dated 30 January 2014, but it's very
13 similar to the edition that was sent out to tenderers on
14 29 November 2013.
15 Just looking at its first page, do you think you
16 read this when you first became involved? We discussed
17 this earlier, but just looking at it now, did you read
18 this when you first became involved?
19 A. The whole of the NBS specification?
20 Q. Well, any part of it.
21 A. I've read the -- well, the bits that were applicable to
22 us, I think it was H92, I think it was L10, H40, those
23 are the bits that stick out to me, but it was basically
24 the rainscreen cladding, windows and doors, GRC, curtain
25 wall, because obviously the NBS specification is very

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1 long.
 2 Q. Right.
 3 Now, at this point in time -- and we're still
 4 talking about August 2014 -- did you look at those parts
 5 of the NBS specification that applied to Harley so far
 6 as concerns the Grenfell Tower project?
 7 A. In August 2014?
 8 Q. Yes.
 9 A. No.
 10 Q. You didn't, all right.
 11 When do you think you did first look at those parts
 12 of the NBS specification which were relevant to Harley's
 13 work?
 14 A. Again, I don't have a -- I couldn't give you a date,
 15 but, you know, it would be around the time of my first
 16 involvement, I would imagine.
 17 Q. Around your first involvement?
 18 A. Sorry, I'll clarify that. The February/March sort of
 19 timeframe.
 20 Q. Okay, thank you.
 21 Can we look at page 73 {SEA00000169/73} and
 22 clause 776, together. This is thermal insulation, and
 23 we can see here at the top of the page there, under that
 24 heading:
 25 "Material: Zero ODP rigid polyisocyanurate

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1 insulation board. BRE Green Guide rating A+.
 2 "Manufacturer: Celotex ..."
 3 Then you can see just a little under that:
 4 "Product reference: FR5000 aluminium foil faced both
 5 sides."
 6 Do you see that?
 7 A. I do.
 8 Q. When you first saw this, were you aware, based on your
 9 previous interactions with Celotex, that Celotex did not
 10 at the time of this NBS specification actually have
 11 a product that was suitable for use on buildings above
 12 18 metres?
 13 A. I don't remember being aware of particularly when the
 14 NBS was written, so I don't think that's something that
 15 I thought of at the time.
 16 Q. When you first saw the NBS specification, did it occur
 17 to you, did you ask yourself, what that specification or
 18 what that product was and how it could be specified for
 19 use above 18 metres, given that Celotex did not have
 20 such a product prior to August 2014?
 21 A. That's not something that occurred to me.
 22 Q. Did you realise when you did first see the parts of the
 23 NBS specification which applied to Harley that that
 24 specification was not written as recently as a time
 25 after August 2014?

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1 A. Yeah, as I said before, I didn't appreciate when the NBS
 2 was written.
 3 Q. Did you not look at this document carefully, product by
 4 product, to make sure that, as project manager, you knew
 5 what products were going on to the building?
 6 A. I think I had read this part because I did query the
 7 FR5000 part with the architect, because I had been led
 8 to believe up to that point RS5000 was to be used.
 9 Q. You queried the FR5000 part with the architect? When
 10 did you do that?
 11 A. As I say, I don't have a specific date for you. I can't
 12 find an email where that was -- where it was written
 13 down, but I have a recollection of informing the
 14 architect of that, and it would have been around the
 15 time that I first read the spec, because, as I said to
 16 you before, I was under the impression that RS5000 was
 17 to be used. So when I saw FR5000, I queried it.
 18 Q. Do you remember who you queried it with?
 19 A. I said the architect, so I think I mean Neil Crawford.
 20 Q. Do you remember what he said? Well, let me ask it this
 21 way: do you remember what you asked him?
 22 A. I mean, you know, as I say, it's a conversation I had,
 23 you know, five years ago, but I think it would have been
 24 along the lines of, "I'm expecting to see RS5000 here,
 25 it doesn't say that, you know, what do we do?" And,

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1 you know, I think the response was, "It is RS5000", and
 2 I took that as, you know, as he said, it should be
 3 RS5000.
 4 Q. You say you can't remember an email. Did you send him
 5 an email or was this conversation done face-to-face or
 6 over the telephone?
 7 A. My recollection is a phone call.
 8 Q. What would have prompted the phone call, do you
 9 remember?
 10 A. Seeing that in the specification and my expectation of
 11 seeing RS5000.
 12 Q. I see.
 13 Did it occur to you that FR5000 was not
 14 an insulation product suitable for use on a building
 15 over 18 metres?
 16 A. Did it occur to me at the time?
 17 Q. Yes.
 18 A. I can't say I read too much into it, I have to say.
 19 Q. Did it occur to you that, even though, to your
 20 understanding, RS5000, which had by the time you came
 21 into the project been specified or, rather, been
 22 adopted, might be suitable for use over 18 metres,
 23 FR5000 wasn't?
 24 A. As I said, I don't remember that, you know, triggering
 25 that sort of thought.

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1 Q. Let me try and put the question slightly differently ,
 2 perhaps the same question.
 3 When you saw FR5000 in the NBS specification, did
 4 an alarm bell go off which said "not for use above
 5 18 metres"?
 6 A. No, it was not a product that I was familiar with.
 7 I probably thought at the time it was a typo.
 8 Q. So just to be really clear about your investigation of
 9 this with Neil Crawford, as you say --
 10 A. Yeah.
 11 Q. -- were you asking him simply about the change in the
 12 name of the product, or did you ask him questions about
 13 its suitability ?
 14 A. It was about the name of the product.
 15 Q. I see.
 16 Was there any discussion at all between you and
 17 Mr Crawford to the best of your recollection about the
 18 suitability of FR5000 for use above 18 metres?
 19 A. No.
 20 Q. Was there any discussion to the best of your
 21 recollection with him about the suitability of RS5000
 22 above 18 metres?
 23 A. No, it was my belief that RS5000 was suitable.
 24 Q. Now, can you remember specifically what it was that led
 25 you to think that RS5000 had been adopted for Grenfell?

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1 A. It was my -- when I became involved in the job, it was
 2 what I was told. The U-value calculations that I'd seen
 3 that were produced prior to my involvement all said
 4 RS5000 on them, and the calculations that Celotex had
 5 done and conversations I'd had with Jonathan Roome were
 6 all about RS5000. FR5000 was never mentioned to me.
 7 Q. You say, "It was what I was told"; do you remember who
 8 told you that?
 9 A. In terms of something I can definitely remember, it was
 10 the U-value calculations performed by Dan that said
 11 RS5000 on them.
 12 Q. I see. So you took RS5000 as something from the
 13 documents you read rather than conversations that you
 14 had?
 15 A. As something I can point to.
 16 Q. Yes.
 17 A. You know, a physical piece of evidence, yes.
 18 Q. Yes.
 19 Now, do you know who it was who ultimately made the
 20 decision to have RS5000 on Grenfell Tower?
 21 A. I believe it was the architect, you know,
 22 notwithstanding my belief that the FR5000 listed there
 23 is a, you know, mistake, it should be RS5000.
 24 Q. You said a little earlier on, I think, that
 25 Neil Crawford told you that RS5000 -- and tell me if

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1 this is me misunderstanding your evidence -- was the
 2 same as FR5000; have I got that right?
 3 A. I don't -- did I say -- I don't think I said that,
 4 I think they said they intended it to be RS5000.
 5 Q. Right. Let me ask it differently : did you understand
 6 that RS5000 was a different product to FR5000?
 7 A. I can't remember what I knew then, but I'm aware now
 8 that it's the same product, but the RS5000 had the
 9 certification .
 10 Q. Was it your understanding that Dan Anketell-Jones had
 11 adopted RS5000 when doing the U-value calculations as
 12 opposed to FR5000?
 13 A. I don't know if Dan had adopted it, in those terms.
 14 I think he was working on the same understanding, that
 15 it was -- the product was always thought to be RS5000.
 16 Q. Do you know how he came to the understanding that it
 17 should be RS5000?
 18 A. I don't know how he came to that understanding.
 19 Q. Right. Because what we're really trying to get to the
 20 bottom of, Mr Bailey, is who was it within Harley who
 21 actually made the decision that RS5000 should be used.
 22 Can you help me?
 23 A. That it should be used, I don't know.
 24 Q. Did you yourself make any investigation as to how the
 25 change from FR5000 to RS5000 came about? You have told

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1 us about your discussion with Mr Crawford; did you make
 2 any other investigation ?
 3 A. I may have spoken to Celotex, Jonathan Roome at Celotex,
 4 but that's not something I have a clear recollection of.
 5 Q. Right.
 6 Did you make any investigations as to why the change
 7 had occurred from FR5000 to RS5000?
 8 A. In terms of investigation, other than my conversation
 9 I'd had with Neil, I don't remember.
 10 Q. Did you investigate, given that RS5000 was a change of
 11 product from the product stipulated in the
 12 NBS specification, as we've seen, whether the new
 13 product, RS5000, had been checked for compliance by
 14 anybody?
 15 A. I didn't personally check that it had been checked for
 16 compliance, you know, I have an expectation that that's
 17 the role the architect's performing.
 18 Q. Did you yourself -- I think you have given me the
 19 answer, but just to be clear -- when you came into your
 20 role as project manager in early 2015, take any steps
 21 yourself to make sure that RS5000 had been selected
 22 after checks had been made for compliance with the
 23 Building Regulations and Approved Document B?
 24 A. Yeah, I think that was part of flagging it up to Neil,
 25 that, you know, what I'm expecting to see on it, I would

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1 have expected to have been assessed, is it actually what
 2 they mean by that. Does that make sense?
 3 Q. Given that he was an architect and you were not, as
 4 I think we know --
 5 A. Yeah.
 6 Q. -- did you say to him, did you ask him, "Well, this is
 7 a new product, does it comply with the
 8 Building Regulations?"
 9 A. I don't think I would have said that explicitly .
 10 Q. Did he say anything to you to lead you to believe that
 11 he was satisfied that RS5000 was compliant with the
 12 Building Regulations?
 13 A. I think he was quite laid-back when I pointed this out
 14 to him. I think he sort of -- when I say that, he
 15 sounded quite laid-back about it, as in, "Yes, that's
 16 a typo", which would give me the belief or the
 17 expectation that, in their minds, they think it should
 18 be RS5000 too and it would have been checked with
 19 compliance.
 20 Q. You say "Yes, that's a typo"; did he say that?
 21 A. He may have done.
 22 Q. Typo on what document?
 23 A. The NBS.
 24 Q. But the NBS specification, as we've seen, is dated
 25 30 January 2014 --

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1 A. Yeah.
 2 Q. -- eight months before RS5000 was even launched. So how
 3 could that be right, how could it be a typo?
 4 A. I'm misremembering the conversation, then.
 5 Q. Right.
 6 Can you remember exactly, or even generally, what
 7 Mr Crawford did say when you raised the difference in
 8 specification with him?
 9 A. I think generally speak -- generally that, you know,
 10 I was right in my expectation that I should be seeing
 11 RS5000 on there.
 12 Q. Right. Anything else?
 13 A. Not that I recall .
 14 Q. Right.
 15 Did you take any steps to correct the NBS
 16 specification ?
 17 A. I did not.
 18 Q. Did you take any steps to correct or change the Harley
 19 specification ?
 20 A. I did not.
 21 Q. I just want to examine Jonathan Roome's visits to Harley
 22 with you. Can we look at paragraph 113 of your
 23 statement. This is on page 28. You say there --
 24 A. It's not on the screen yet.
 25 Q. Let's wait for it to come up on the screen.

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1 A. This is my statement, or ...?
 2 Q. I'm so sorry, this is Mr Ray Bailey's statement. I'll
 3 give you the reference again. It's {HAR00010184/28}.
 4 He says there, if we can go to the beginning of the
 5 paragraph, that RS5000 was a relatively new type of
 6 product, and then if you go over the page to page 29
 7 {HAR00010184/29}, still within paragraph 113, he says
 8 there, seven lines up from the bottom of that paragraph:
 9 "In addition, a representative of Celotex,
 10 Jonathan Roome, also attended Harley's offices to talk
 11 with Harley staff about the benefits of the RS5000
 12 product specifically for the Grenfell Project."
 13 Do you see that?
 14 A. Yes.
 15 Q. Do you remember any visits by Jonathan Roome about the
 16 benefits of RS5000 specifically for the Grenfell Tower
 17 project?
 18 A. I don't recall .
 19 Q. Do you remember whether Celotex visited Harley House in
 20 order formally to launch the RS5000 product, as the
 21 email from Jonathan Roome to Ben Sharman showed might
 22 happen?
 23 A. If there was a visit, I don't remember it. I may not
 24 have been there because I was more site-based at that
 25 period of time.

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1 Q. Do you remember in general terms why such meetings took
 2 place?
 3 A. With Celotex specifically, or ...?
 4 Q. With Celotex.
 5 A. I think, you know, generally speaking, I think Jonathan
 6 would come in, as he's a salesman, it would be to find
 7 out current jobs, jobs we're tendering for. He's there
 8 for information from us, I think.
 9 Q. Do you remember whether anybody ever took any notes of
 10 those meetings, either from Harley or from Celotex?
 11 A. I'm unaware.
 12 Q. Right.
 13 Do you recall whether Harley were ever given any
 14 assurances by Celotex as to the suitability of use of
 15 RS5000 on buildings above 18 metres?
 16 A. I'm unsure.
 17 Q. Do you know why Jonathan Roome was attending Harley's
 18 offices as opposed to Studio E's offices or Rydon's
 19 offices to discuss the RS5000 product?
 20 A. As I possibly alluded to earlier on, it's a sales visit .
 21 He's there for information.
 22 Q. Yes. It's a sales visit, he's there for information,
 23 I understand that, but my question is: why is he making
 24 a sales visit and giving information to Harley as
 25 opposed to Studio E or to Rydon?

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1 A. I think what I'm saying is I don't think you can
 2 possibly think that his motivation is to give us
 3 knowledge of RS5000; it's a reason for a visit, but the
 4 benefit he's getting from it is sales information.
 5 I think that's the point I'm trying to make, that -- why
 6 he would be coming to us rather than an architect.
 7 Q. Isn't the reason that he is coming to Harley as a sales
 8 visit because Harley had at least a role to play, if not
 9 the most influential role to play, in the selection of
 10 RS5000 as an insulation product on this project?
 11 A. No.
 12 Q. No? Can you explain why else he didn't go to Studio E
 13 or Rydon but chose to come to Harley?
 14 (Pause)
 15 A. I think, other than what I've already said, they were
 16 aware that RS5000 had been specified on Grenfell Tower,
 17 so he's coming to the office to make us aware of that
 18 fact. I can't offer much more than that.
 19 Q. I'm not sure I understand that. You say, "They were
 20 aware that RS5000 had been specified on Grenfell Tower",
 21 but we know that it hadn't been specified on
 22 Grenfell Tower; we've seen the NBS specification which
 23 says FR5000. So how could he be coming to the office to
 24 tell you that RS5000 had been specified, if in fact it
 25 hadn't?

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1 A. He may have had conversations with the architect
 2 separately to us.
 3 Q. So really what I'm getting at is: what would be the
 4 point of Celotex coming to Harley if Harley had no
 5 control at all over the selection of the product?
 6 A. Yeah, aside from what I've already said about it being
 7 an opportunity for a sales visit, it would be to offer
 8 their services as well, because they did some U-value
 9 calculations for us too, you know, so that people in the
 10 office are generally aware about the product and things
 11 like that. But ...
 12 Q. Do you remember seeing any pink Celotex brochures being
 13 handed out at any of these meetings that you attended?
 14 A. As I said, I don't remember attending any meetings with
 15 Celotex, but I --
 16 Q. Okay.
 17 A. I know the brochures that you're referring to.
 18 Q. You know the brochures?
 19 A. Yeah.
 20 Q. Do you remember seeing pink Celotex brochures for RS5000
 21 in the Harley office?
 22 A. Yes.
 23 Q. Did you read those brochures at the time?
 24 A. I'm unsure.
 25 Q. Do you remember looking at the brochures and reading

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1 what they said about fire performance?
 2 A. My memory from that is that it said it had class 0 fire
 3 performance throughout.
 4 Q. Your memory is that it said it had class 0 fire
 5 performance throughout?
 6 A. (Witness nods).
 7 Q. Is there a specific document you can put your finger on
 8 which said that?
 9 A. Not right now, no.
 10 Q. Did you review the BBA certificate which related to
 11 RS5000?
 12 A. I'm unsure.
 13 Q. Did you show Jonathan Roome, or indeed anybody else at
 14 Celotex, any drawings in relation to the build-up of the
 15 cladding system at Grenfell Tower?
 16 A. At the point in time, in terms of a site -- in terms of
 17 a meeting in the office, I don't think so, but I'm aware
 18 we did send them some build-up drawings later on.
 19 Q. Did anybody from Celotex to your knowledge ever
 20 expressly confirm or approve the use of RS5000 together
 21 in combination with a Reynobond ACM panel rainscreen?
 22 A. Not to me explicitly.
 23 Q. To anybody?
 24 A. I had the impression that Dan had had assurances.
 25 Q. How did you get that impression?

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1 A. From Dan.
 2 Q. Can you remember what he told you?
 3 A. I think he'd said, you know, these things have -- it's
 4 been checked, this product is okay.
 5 Q. Can you remember what he told you about the assurances
 6 he had been given? Did he say what those assurances
 7 were?
 8 A. Well, not, you know, specific assurances in terms of,
 9 like, parts of the -- specific parts of the
 10 Building Regulations, but in terms of, "This is okay to
 11 be used here" was the sort of things he was saying to
 12 me.
 13 Q. Do you remember whether Celotex ever produced
 14 an assessment of the cladding system that you were
 15 proposing to use at Grenfell Tower which would confirm
 16 that the insulation was safe to use with an ACM
 17 rainscreen?
 18 A. The only ones I saw were U-value calculations from
 19 Celotex.
 20 Q. Right.
 21 Can we look at {CEL00011960}, please. This is
 22 an email dated 27 August 2014 from Jonathan Roome to
 23 Daniel Anketell-Jones.
 24 Now, you're not copied in on it, so you may not have
 25 seen it at the time, but we can see there that there is

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1 an attachment, "Rainscreen.zip", and in the second line
 2 of the email Mr Roome says:
 3 "For now here is all of the info that I have on the
 4 RS5000 Rainscreen product for use over 18m."
 5 Let's look at the zip file. It included a number of
 6 things. Let's see if any of them are familiar to you.
 7 Before I show you these, were you aware of this
 8 email, at least in general terms, at this time?
 9 A. I don't think so.
 10 Q. Let's look at the Celotex product comparison sheet and
 11 see if this rings a bell with you. It's {CEL00000007}.
 12 Celotex product comparison. There is a list of proposed
 13 benefits down the right-hand side, "Best in class PIR
 14 solutions with Celotex FR5000", et cetera.
 15 Is this document something you saw at the time, do
 16 you think?
 17 A. No.
 18 Q. Let's look at another one, {CEL00000012}, please. This
 19 is the rainscreen cladding compliance guide when
 20 specifying Celotex RS5000 in buildings above 18 metres.
 21 Is this something that you think you saw at the
 22 time?
 23 A. I'm unsure.
 24 Q. Okay. You're unsure.
 25 If we turn the page to the next page

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1 {CEL00000012/2}, just to see if this prompts
 2 a recollection, does that look familiar to you, the two
 3 types of construction method set out there?
 4 A. Those kind of sections through the insulation are pretty
 5 common through other brochures I've seen, so it doesn't
 6 stand out to me as something that ...
 7 Q. Right.
 8 Looking at the bottom of the page, do you remember
 9 seeing what's under the heading there, "Approved
 10 Document B2":
 11 "Buildings with a storey height greater than
 12 18 metres have additional requirements under the
 13 national Building Regulations."
 14 Then it refers to section 12.5, "External wall
 15 construction", and quotes from ADB.
 16 Do you remember seeing a Celotex document which does
 17 that like this?
 18 A. No.
 19 Q. No.
 20 Let's try one more document, {CEL00000013}, please.
 21 This is the rainscreen cladding specification guide.
 22 Does that look familiar to you, from your
 23 recollection at the time?
 24 A. No.
 25 Q. No, okay. Well, I don't think I need to show you the

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1 contents of that.
 2 Can we look back, then, at the document I've just
 3 shown you, which is the compliance guide,
 4 {CEL00000012/2}. We saw that a moment ago, and the
 5 quotation from section 12.5.
 6 Can we look at the next page, please
 7 {CEL00000012/3}. That's entitled BR 135, and there are
 8 some performance criteria set out there.
 9 Do you remember seeing something like that at the
 10 time?
 11 A. Well, it's certainly something I've seen since, but
 12 I ...
 13 Q. Right.
 14 A. At the time, I don't think so.
 15 Q. Do you remember seeing a document which told you that
 16 the classification only applied to the system as tested
 17 and detailed in the classification report, as it says on
 18 the right-hand side of the second paragraph there?
 19 A. That's not something I was aware of.
 20 Q. Right, not something you were aware of.
 21 Were you aware in general terms that RS5000 would
 22 only comply with Approved Document B to the
 23 Building Regulations where it was used above 18 metres
 24 if it was used as part of a cladding system that was
 25 exactly the same as the one the subject of the test?

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1 A. No.
 2 Q. Can we then turn to your taking over in respect of
 3 RS5000 and some specific involvement in February 2015.
 4 {CEL00000024}, please. This is an email run on
 5 11 February 2015. At the bottom of page 2
 6 {CEL00000024/2}, we go to an email of 11 February from
 7 Jonathan Roome to you:
 8 "Hi Ben,
 9 "Looking back through my records it seems that Dan
 10 had performed an initial calc using his build desk
 11 software ... U Value ...
 12 "He was going to send me the drawings once finished
 13 with Trinity (Back in November).
 14 "Let me have the final construction drawings showing
 15 the different build-ups and I will get these modelled
 16 for you."
 17 Now, this was relatively near the start of your full
 18 involvement with the project, wasn't it, Grenfell Tower?
 19 A. Yes.
 20 Q. Yes. Is it fair to say, just looking at this -- and we
 21 can look at the response as well -- that you were taking
 22 over from Daniel Anketell-Jones in liaising with Celotex
 23 in respect of RS5000 from about this time?
 24 A. Yes.
 25 Q. Why were you taking over from him in that liaison, do

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1 you remember?

2 A. I think it was one of the first things that Rob asked me

3 to sort of pick up and start running with, I think, and

4 part of that is getting back in touch with Celotex,

5 I think, and, you know, getting the ball rolling,

6 I think.

7 Q. Right.

8 Now, if we go to page 1 {CEL00000024/1} and look at

9 the second email down on that page, please, it's from

10 you and it's to Jonathan Roome, same day, 11 February.

11 You say:

12 "Hi Jonathan,

13 "The drawings are in a dropbox, does this link work

14 for you?"

15 So is it right that when you sent Mr Roome the

16 drawings, that was expressly for him to check the

17 U-value calculations?

18 A. Sorry, could you just go back to the previous page?

19 Q. Yes, of course, if you go back to page 2

20 {CEL00000024/2}, please.

21 A. It doesn't say explicitly, but it's probably implied,

22 yeah.

23 Q. So you didn't ask him to review the drawings and

24 consider whether the entire system that was proposed for

25 Grenfell was safe from a fire perspective?

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1 A. It doesn't say that.

2 Q. To your knowledge, did Mr Roome ever conduct any

3 assessment of the cladding system at Grenfell Tower as

4 a whole and confirm to you that RS5000 was safe to use

5 in that application?

6 A. I think the reply we got to this wasn't with that in

7 mind.

8 Q. No, and if we go to the top of -- well, actually, we can

9 look at {CEL00000025}. I think we can see the response

10 from Mr Roome shortly after this. This is on the same

11 day, 11 February. He says:

12 "I have had our technical Team look at the numbers

13 for Grenfell Tower."

14 Then he talks about dimensions and U-values there.

15 We don't need the details of that.

16 Is it fair to say that at this stage,

17 11 February 2015, the specific width of the Celotex

18 product was still under consideration in order to work

19 out the appropriate U-values?

20 A. Yes.

21 Q. Did the drawings you sent Mr Roome show what other

22 elements of the proposed cladding system were comprised

23 of? Do you remember that?

24 A. It's a Dropbox link. We kept the work -- we kept the

25 current drawings for the job in a Dropbox, so I may be

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1 sending him a link to that rather than attaching however

2 many attachments to an email. But I don't specifically

3 remember what was in that link.

4 Q. Shortly after this, in March 2015, I think you began

5 talking to Gill Walker at SIG to obtain a quotation for

6 the supply of RS5000. Do you remember that?

7 A. What was the date again, sorry?

8 Q. In March.

9 A. Yes.

10 Q. Yes. Could I look at a document with you,

11 {CEL00000031}, please. This is an email from

12 Jonathan Roome to you, if we look at page 1, the second

13 email down, on 16 March 2015, and he says in the first

14 paragraph:

15 "The 80mm are a standard size so should be easy

16 enough to get hold of."

17 Then he writes:

18 "Do you know which SIG Branch that you are using and

19 who you speak to. It will then be easier for me to make

20 sure that the pricing and supply chain is looked after

21 for you."

22 Would it be fair to say, looking at that, Mr Bailey,

23 that Celotex were going to organise a discount or a deal

24 on the pricing to make sure that Harley were, as he puts

25 it, looked after?

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1 A. No.

2 Q. Had Mr Roome promised you a discount on the

3 Celotex RS5000?

4 A. No.

5 Q. Now, the quotation from SIG was provided on

6 17 March 2015, the next day, by Gill Walker, and we can

7 go to that. The email is at {CEL00000032}. We don't

8 need that. I just want to show you the quotation

9 itself: {CEL00000035}, please. There is the quotation.

10 This is to you, or to Harley, and it's for your

11 attention. Can you see that?

12 A. Yeah.

13 Q. Dated 17 March 2015, and you can see that there is

14 a supply and delivery only of RS5000 specials, 660 each

15 in quantity, the price is £132.19 "per each", and then

16 there is a discount of minus 47.5%, and a total price of

17 £45,803-odd.

18 Now, that's a hefty discount, isn't it? It's almost

19 half price.

20 A. I mean, it would -- I can see why it would appear to be

21 a large discount.

22 Q. Well, it's almost half price, isn't it?

23 A. I don't think it's an unusual discount, no.

24 Q. All right.

25 Was this discount agreed between you and Mr Roome?

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1 A. No.
 2 Q. Was it agreed between you and SIG?
 3 A. No.
 4 Q. Can you explain how the discount was arrived at?
 5 A. I don't have any first-hand knowledge of the discussion
 6 that SIG and Celotex would have had between them,
 7 because -- between themselves. But in terms of how do
 8 we arrive at a discount such as that, I think the answer
 9 is you order lots of it, and it's not unusual, in my
 10 experience of ordering stuff -- not just from SIG, from
 11 other suppliers -- that large orders get a discount
 12 without even asking.
 13 Q. So you weren't surprised to see a discount of this
 14 magnitude?
 15 A. Not at all. There's -- we had another quotation from
 16 SIG for Kingspan K15, and that -- whilst the discount
 17 wasn't -- the discount was less, there was still
 18 a discount for it that wasn't asked for.
 19 Q. Did the discount originate with Celotex or with SIG, do
 20 you know?
 21 A. I think SIG are the people giving the discount. I think
 22 Jonathan alludes in an email that I've seen to -- well,
 23 sorry, the previous email, he says "sort out supply".
 24 So I think there's a few things to unpack from this.
 25 Sort out supply, because in this quotation they're

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1 actually quoting for a thickness that they're going to
 2 make especially for us, because the 160-mil thickness
 3 wasn't a stock size, so I think that's the supply part,
 4 and then the -- to use his term, look after us on
 5 pricing, I think it's an unfortunate phrase. We have
 6 a separate email from SIG for the Kingspan, as I said,
 7 and I think what they were trying to demonstrate is that
 8 knowing that their product is going to be used on the
 9 job, that they are not taking advantage of that fact and
 10 financially taking advantage by having a higher price.
 11 That's my interpretation.
 12 Q. Let's see if I can explore that a little more closely.
 13 Can we look at {CEL00000034}, please. This is an email
 14 from Gill Walker, the same day, 17 March 2015, to
 15 Jonathan Roome. Below that, there is an email that
 16 says, "As promised", also the same day.
 17 If you scroll down, you can see what she's doing is
 18 forwarding to Jonathan Roome the quotation that she had
 19 sent to you, offering the discount. Do you know why she
 20 did that or might have done that?
 21 A. I don't, no.
 22 Q. It looks on the face of this document that Gill Walker
 23 at SIG was offering the discount and then telling
 24 Celotex that she had done that. Would that correspond
 25 with your recollection about the way things were done?

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1 A. As I said, I have no knowledge of their discussions --
 2 Q. No.
 3 A. -- that didn't involve us -- or didn't involve me,
 4 sorry.
 5 Q. Was the fact that you could get discounts of this order
 6 of magnitude something that influenced the choice of
 7 RS5000 as the insulation product for Grenfell Tower?
 8 A. No.
 9 Q. Can I ask you to look at {CEL00000467}, please. This is
 10 a Celotex record of a meeting. I am afraid it's in very
 11 small print and we will have to do our best. I would
 12 like you to look at two parts of this document. First
 13 of all, the entry on the very far left-hand side at the
 14 top, which gives the date, and it's 8 April 2015. I'm
 15 not sure we can do better than this, but it looks as if
 16 there was a meeting between you and someone at Celotex,
 17 and the owner of this entry appears to be somebody
 18 called Kirsty Crossley. Does that name ring a bell with
 19 you?
 20 A. No.
 21 Q. Right.
 22 Then the note in the middle -- that's much better,
 23 thank you -- under "Comments":
 24 "Met Ben in the office to discuss progress on
 25 Grenfell Tower. Rydons are the MC and although they

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1 have started to take RS they have not actually started
 2 installing. Discussed the potential to use as a case
 3 study and Ben is happy. Thinks that Rydons will get on
 4 board also. Arrange to visit site the next time in
 5 area."
 6 Now, Kirsty Crossley created this entry and is said
 7 to be the account owner, but you have never heard of
 8 her.
 9 Assuming that in fact this relates to Jonathan Roome
 10 as the only person, according to your recollection, you
 11 ever met from Celotex, do you remember meeting Mr Roome
 12 at this time, 8 April 2015, to discuss the
 13 Grenfell Tower project as the comments identify?
 14 A. I mean, I don't remember that meeting or that being
 15 discussed particularly, but if -- assuming this is
 16 Jonathan, if that's what he says, then ...
 17 Q. Do you remember one or other of you discussing the
 18 "potential to use as a case study and Ben is happy"?
 19 Did Mr Roome say to you that they wanted to use
 20 Grenfell Tower as a case study for RS5000?
 21 A. I'm not -- I don't recall that specific discussion at
 22 that time.
 23 Q. Do you remember anything about this discussion?
 24 A. This particular discussion, no. It's not -- I don't
 25 recall this.

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1 Q. In general terms, do you have any recollection of any
 2 discussions with Celotex, the gist of which was that
 3 Grenfell Tower would be a case study for RS5000?
 4 A. Yes.
 5 Q. You do remember?
 6 A. Yes.
 7 Q. Would April 2015 be around about the time that you
 8 remember you had those discussions?
 9 A. No.
 10 Q. What does case study mean in that context?
 11 A. What do I mean by what a case study is?
 12 Q. No, what did you understand that Grenfell Tower being
 13 a case study for RS5000 would involve, or what did it
 14 mean?
 15 A. I suppose, being an insulation supplier, they might be
 16 interested in what U-value was achieved with their
 17 product on a building.
 18 Q. Did you get the impression that Grenfell Tower was, as
 19 it were, a guinea pig for RS5000?
 20 A. That's not a thought that crossed my mind.
 21 Q. You agree there was a discussion about it being used as
 22 a case study?
 23 A. There's correspondence further -- later in the year,
 24 whilst it's not directly from Celotex, about a case
 25 study, yes.

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1 Q. Okay, and do you recall whether Grenfell Tower was the
 2 first high-rise project, to your knowledge, on which
 3 RS5000 had been used?
 4 A. Whether or not I knew it was the first or not, I was
 5 aware it was one of the -- one of the -- sorry, one of
 6 the --
 7 Q. Right.
 8 A. Sorry, yeah, I'll rephrase that: it hadn't been used
 9 widely before.
 10 Q. Do you know whether it had been used at all before?
 11 A. I'm unsure.
 12 Q. Do you know why Mr Roome was interested in having
 13 Celotex case studied at Grenfell?
 14 A. I don't know why he was interested in that in
 15 particular, no.
 16 Q. All right.
 17 Can we look at another document. It's
 18 {CEL00000039}, please. This is an appointment note
 19 dated 17 April 2015 from Mr Roome, showing a diarised
 20 meeting with you on 7 May 2015 to, as he says:
 21 "... review installation of RS on Grenfell Tower.
 22 "Potential Case Study."
 23 Do you remember that meeting?
 24 A. As I said before, specifically no. As I say, Jonathan
 25 was at the office quite a lot.

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1 Q. Would the meeting have been on site or at Harley's
 2 offices or at Celotex, do you remember?
 3 A. I don't know, actually. I note the location here says
 4 Grenfell Tower, but I don't remember meeting Jonathan
 5 on site ever.
 6 Q. Would it be normal for a manufacturer such as Celotex to
 7 visit a site installation?
 8 A. Erm ... all I can say for that is a Kingspan rep didn't
 9 visit me on site at Merit House when we used the
 10 Kingspan product on the previous job.
 11 Q. Didn't?
 12 A. Did not.
 13 Q. So, so far as your experience was concerned, this was
 14 a first in the sense that here was a --
 15 A. In my experience of one, yes.
 16 Q. In your experience of one, yes, I understand.
 17 Do you remember what was discussed at that meeting?
 18 A. No. I don't remember this meeting. As I said, I don't
 19 remember meeting Jonathan on site.
 20 Q. No.
 21 Do you remember what stage of the installation the
 22 project had reached at that point, so mid-April 2015?
 23 A. There would certainly be insulation on the wall.
 24 Q. Right. Had any rainscreen gone up yet?
 25 A. When you say rainscreen, do you mean panels?

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1 Q. I mean ACM panels, yes.
 2 A. I think it's unlikely. I don't think we would have had
 3 them on site at that time.
 4 Q. Did Mr Roome see anything at site when he visited that
 5 would have told him that ACM cladding was being used on
 6 the Grenfell Tower project along with Celotex RS5000?
 7 A. If it was that date, it's unlikely.
 8 Q. It looks as if the projected date for the meeting was
 9 7 May 2015.
 10 A. Yes.
 11 Q. So as at 7 May 2015, as opposed to 17 April, you think
 12 it's unlikely that there would have been any ACM
 13 on site?
 14 A. That's my memory --
 15 Q. Yes.
 16 A. -- as it is now, yes.
 17 Q. Was there any discussion at all between you about how
 18 RS5000 would interact with ACM?
 19 A. Not that I recall.
 20 MR MILLETT: Right.
 21 Mr Chairman, we're going to turn to a different
 22 topic in a moment. I just have one more document to
 23 show the witness. It might be more convenient to do
 24 that now before we switch to it.
 25 SIR MARTIN MOORE-BICK: Yes, very well.

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1 MR MILLETT: Thank you.
2 {CEL00000467}, please. Now, this is again another
3 Celotex Salesforce entry document, and again it's, I am
4 afraid, very small. If we could have it blown up again,
5 this is the second entry down this time, and it's
6 a 20 May 2015 date point, and I'm going to wait until it
7 becomes clearer, if we can just bring that into focus.
8 Thank you.
9 It says, "Kirsty Crossley" again, "Site Visit", and
10 again it's Grenfell, and it says:
11 "Product starting to be installed. Mark wanted to
12 know if we could offer any letter detailing that Harley
13 are an approved installer of Celotex products. Reason
14 being is that he has been asked by the MC Rydons who in
15 turn have been asked by Kensington & Chelsea Council as
16 they wish to apply for drawing down money from an eco
17 fund."
18 My question is: were you involved in any discussions
19 as to whether the refurbishment could obtain ECO or
20 grant funding of any kind?
21 A. No discussions about ECO funding or grants, no.
22 Q. Did you yourself consider, or to your knowledge anybody
23 else at Harley consider, at this stage whether another
24 insulation product should be or could be used which
25 would attract grant funding?

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1 A. Not that I was aware of at the time, no.
2 Q. Were you aware at the time of any discussions involving
3 the potential use of Rockwool?
4 A. I wasn't aware of that at the time.
5 MR MILLETT: Right.
6 Mr Chairman, that may be a convenient moment.
7 SIR MARTIN MOORE-BICK: That's a good point? Yes, very
8 well, thank you.
9 Well, we're going to have a break now, Mr Bailey, so
10 we can all get some lunch. We will resume at 2.05,
11 please, and no talking to anyone about your evidence or
12 anything to do with it while you're out of the room,
13 please.
14 THE WITNESS: Okay, thank you.
15 SIR MARTIN MOORE-BICK: Thank you very much.
16 (Pause)
17 Thank you, 2.05, please. Thank you.
18 (1.05 pm)
19 (The short adjournment)
20 (2.05 pm)
21 SIR MARTIN MOORE-BICK: Right, Mr Bailey, are you ready to
22 carry on?
23 THE WITNESS: I am.
24 SIR MARTIN MOORE-BICK: Good, thank you very much.
25 Yes, Mr Millett.

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1 MR MILLETT: Mr Chairman.
2 Mr Bailey, before we turn to the topic I was going
3 to come to with you, could I just go back to the
4 question of the origins of the discount on the
5 Celotex RS5000.
6 Can you please be shown {CEL00011457}. This is
7 an email from Mr Roome to you on Monday, 16 March 2015:
8 "Hi Ben,
9 "As this would be a special order do you need
10 exactly 1,900m2 or would you need more to be safe
11 (Mindful that we would have to produce in one complete
12 run).
13 "Please let me know and I will speak to our factory
14 about lead times.
15 "Please can you also let me know who you would be
16 buying this through and I will arrange a list price for
17 the distributors involved so you can get the best
18 (Competitive price)."
19 Now, that's the day before we see the SIG quote
20 giving you the 47.5% discount. It looks from this as if
21 Mr Roome is telling you that he's arranging for you to
22 have the best discount. Is that right?
23 A. I don't agree.
24 Q. What did you understand Mr Roome to mean that he would
25 "arrange a list price for the distributors involved so

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1 you can get the best (Competitive price)"? What did you
2 understand by that?
3 A. I think my understanding is what I said earlier on, that
4 they were demonstrating that they were not taking
5 advantage of knowing they had the job -- sorry, knowing
6 they had the order by giving a fair price.
7 Q. On the face of the documents, it looks as if Mr Roome
8 was telling you that he would sort out a discount
9 through the distributors so that you would end up with
10 the best price, and my question is: isn't that the
11 source of the discount of 47.5% on this product?
12 A. He says "Competitive price", you know, that's my
13 understanding of it.
14 Q. In the end, just looking at that again, isn't it right,
15 or is it right, that price had a part to play in the
16 selection of RS5000 for this project as opposed to,
17 for example, K15?
18 A. I don't believe that was the case.
19 Q. All right.
20 Can we then turn to Kingspan K15, and I want to ask
21 you some questions about that product.
22 Could you look, please, at {HAR00009643}. Now, this
23 is an email from you to Mark Stapley at Harley on
24 9 March 2015, with the subject "Alternative Kingspan
25 insulation".

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1 What were you proposing this as an alternative to,
 2 do you remember?
 3 A. I don't recall.
 4 Q. Do you remember why you were sending this alternative
 5 insulation product to Mr Stapley?
 6 A. I don't recall.
 7 Q. Was this insulation being considered for Grenfell at the
 8 time?
 9 A. I don't think so. I'm trying to remember what that
 10 Kingspan product is. If it's what I think it is, it
 11 wouldn't have been considered.
 12 Q. Right.
 13 Well, we can see that you attach a technical
 14 brochure called "Optim R Rainscreen System 1st Issue
 15 July 13". Why did you attach that and send it to
 16 Mark Stapley?
 17 A. I don't know.
 18 Q. Can we look at it. It's at {HAR00009644}. It's dated,
 19 as we can see from the top right-hand corner, July 2013.
 20 Had you read this brochure before you sent it to
 21 Mark Stapley?
 22 A. I believe so. It looks familiar.
 23 Q. Can we look at page 7 {HAR00009644/7}, please, under the
 24 heading "Fire Performance", it says:
 25 "Kingspan OPTIM-R Rainscreen System can be used in

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1 multi storey buildings up to 18 metres in height. For
 2 buildings over 18 metres in height Kingspan Kooltherm
 3 K15 Rainscreen Board can be used."
 4 Now, it will appear that the OPTIM-R product wasn't
 5 suitable for Grenfell Tower. Would you agree with that?
 6 A. I don't think it was ever considered --
 7 Q. Right.
 8 A. -- for Grenfell Tower.
 9 Q. When you did look at this document, did you understand
 10 from what I've just shown you there that Kingspan were
 11 saying that K15, as opposed to the OPTIM-R product, was
 12 able to be used in buildings over 18 metres?
 13 A. Well, that was an understanding I already had.
 14 Q. And as you confirmed, I think, earlier in your evidence,
 15 you had that understanding from your experience on the
 16 Merit House project; is that right?
 17 A. Yes.
 18 Q. Was it your understanding from that that K15 could be
 19 used in buildings over 18 metres in any circumstances,
 20 in other words with any rainscreen?
 21 A. Yes.
 22 Q. Now, we can see that five days before your email here
 23 under which you send Mark Stapley this brochure, and
 24 that's 9 March, Mark Stapley had sought quotes for K15.
 25 Do you remember that? I'll show you a document, but do

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1 you remember that?
 2 A. I don't remember at the time, but --
 3 Q. Okay. Let's look at {HAR00010030}. This is
 4 Mark Stapley to Gill Walker at SIG:
 5 "Hi Gill,
 6 "Thank you for your quotation for the Celetex (sic)
 7 RS5000. However, please could you provide us with
 8 a comparison quote using 160mm (2 x 80mm) Kingspan K15
 9 instead.
 10 "Many Thanks
 11 "Mark Stapley."
 12 Now, we know from the quote that Ms Walker of SIG
 13 did provide this quotation in relation to
 14 Grenfell Tower. We don't need to go to it, but for our
 15 purposes and for the transcript it's {HAR00009718}. We
 16 don't need to have that up.
 17 My question is: do you know, from your own
 18 recollection, why Mark Stapley was requesting
 19 alternative quotes for the insulation on Grenfell at
 20 this point, early March 2015?
 21 A. I don't know why Mark was seeking a separate quotation.
 22 Q. Did he discuss that with you?
 23 A. He may have done later, but at the time I don't
 24 remember.
 25 Q. Right.

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1 Do you know why Mark Stapley wanted a comparison
 2 price, as he says in the email we've got up here?
 3 A. You would have to ask Mark, I think.
 4 Q. Well, I'm asking you, because Mark Stapley was the
 5 operations director, you were the project manager by
 6 this time, and as the project manager, wouldn't you be
 7 involved in discussions about comparative pricing of
 8 products?
 9 A. Possibly, but I was able to ask that question myself, if
 10 I ...
 11 Q. Yes, and that's why I'm asking you about your
 12 involvement in this discussion.
 13 Were you involved, do you remember having
 14 a discussion with Mark Stapley about the subject of
 15 seeking an alternative or comparison quote to compare it
 16 with the quotation for Celotex RS5000?
 17 A. No, I don't remember, you know, actively seeking that
 18 comparison.
 19 Q. Were you involved in the discussions about it?
 20 A. I don't recall.
 21 Q. Can you explain why you weren't involved, if you didn't
 22 think you were?
 23 A. Erm ... I don't remember the conversation with Mark that
 24 generated that quote. However, I think he did send that
 25 quote to me at a later date.

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1 Q. Right.
2 Do you recall, in general terms at least, even if
3 not the specific conversations with Mark Stapley, that
4 on this project Harley were looking for competitive
5 pricing for the insulation for the building?
6 A. I think in general terms it would be normal to seek
7 like-for-like quotes.
8 Q. Right.
9 Now, we know that Ms Walker did provide
10 an alternative quote for K15 on 4 March, and let's just
11 look at that. That's {HAR00009721}. We can see that
12 she actually does provide a quote, the second email
13 down. Can you see that? Do you see that?
14 A. Erm --
15 Q. It's for the attention of Mark. It's an email from
16 Gill Walker at SIG, addressed to Mark:
17 "Further to your recent enquiry, please find
18 attached, the requested quotation."
19 The quotation itself is at {HAR00009722}. Just look
20 at that. We can see there that it's a quotation sent to
21 Mark on 4 March 2015, "RE: Ten-K15-Grenfell Tower", and
22 they quoted for the Kooltherm K15 in the dimensions we
23 see there, and the price there is £19.42. You can see
24 that the discount is 26%. Do you see that?
25 A. Yes.

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1 Q. So the discount that you were getting or being offered
2 by SIG on the Kooltherm K15 was just a little over half
3 as good as the discount that you were being given on the
4 Celotex RS5000. Do you remember that?
5 A. At the time -- I remember seeing the quotes at the time
6 when Mark had sent them to me, but it's ...
7 Q. Yes.
8 A. That specific discount's not jumped out to me.
9 Q. Right.
10 Did it occur to you why it was that Mark Stapley was
11 looking for a product for use on Grenfell Tower that was
12 not stipulated in the NBS specification?
13 A. I don't know.
14 Q. I mean, you do realise or did realise at the time, did
15 you, that K15 was not mentioned in the NBS
16 specification?
17 A. Yes, that would have been around the time that I'd read
18 the NBS, I think.
19 Q. Did it not occur to you to ask him, "Why are you looking
20 for quotes on an alternative product that isn't
21 specified even as an alternative product in the
22 NBS spec?"
23 A. I don't remember if I questioned him. It could be
24 an assumption that he's, as I said before, looking for
25 a price comparison.

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1 Q. Did Mark Stapley, to your knowledge, think that K15 was
2 an equivalent product to Celotex?
3 A. I think that was a common thought.
4 Q. Right.
5 Did you know what Mark Stapley had done by way of
6 investigation of K15's fire performance?
7 A. At that time, I don't know.
8 Q. Right.
9 Was it Mark Stapley who suggested K15's use on
10 Grenfell Tower, or its suitability for use on
11 Grenfell Tower?
12 A. Possibly.
13 Q. Would it be fair to say, looking at the emails we have
14 been through, both those from Celotex and from SIG in
15 relation to the K15, that K15 was being considered as
16 an alternative insulation for Grenfell Tower as early as
17 March 2015?
18 A. It may well have been, but ...
19 Q. And would you agree that it appears that it was being
20 considered from a price or budget perspective and not in
21 relation to lead times?
22 A. Erm ... having not been involved with it at that
23 particular time, I don't know.
24 Q. Was Harley shopping around for the best price on
25 insulation, regardless of whether or not it was

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1 stipulated in the NBS spec?
2 A. I don't think so.
3 Q. How else can you explain why it was that Mark Stapley
4 was looking for a quotation for K15 which was not in the
5 NBS spec other than on price grounds?
6 A. I think as I said before, it was -- it's to see where
7 the comparative prices are with the different products.
8 Q. Were you under the impression that these products --
9 Celotex RS5000 and Kingspan Kooltherm K15 -- were simply
10 interchangeable?
11 A. My perception at the time was that they were equivalent
12 products.
13 Q. Equivalent in what way?
14 A. Their use above 18 metres, and their insulation value.
15 Q. And how had you formed that impression, do you think?
16 A. My previous experience of K15, and the -- what I'd been
17 told by Jonathan Roome, and just my probably basic
18 understanding of use of those insulations over
19 18 metres.
20 Q. Can we look at your witness statement at page 8
21 {HAR00010060/8}, please, paragraph 26. This is where
22 you deal with the question of K15. You say at
23 paragraph 26 there, just a little below halfway down
24 that paragraph, five lines up from the bottom of page 8:
25 "There was a small amount of Kingspan K15 supplied

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1 by SIG Plc which was used on Grenfell Tower. The reason
2 for this was that we were informed by SIG Plc that they
3 had mistakenly sold an order of Celotex RS5000 intended
4 for Grenfell Tower elsewhere. SIG Plc offered the
5 Kingspan insulation as a substitute product. I was told
6 by SIG Plc that it was an equivalent product to the
7 Celotex and I had no reason to doubt this. As a result
8 an order of Kingspan was used to avoid causing what
9 appeared to be an unnecessary delay to the work
10 programme."

11 Now, you say there that you were told by SIG Plc
12 that the Kingspan product was an equivalent product. Do
13 you remember who at SIG said that?

14 A. I think my recollection is that initial conversation was
15 a phone call, and my point of contact at SIG was
16 Gill Walker.

17 Q. Right. So is your answer to my question that it was
18 Gill Walker at SIG who told you that K15 was equivalent
19 to RS5000?

20 A. In this scenario, yes.

21 Q. In this scenario? Okay.

22 Can we look at a document, it's {SIG00000013},
23 please. This is an email chain between you and
24 Gill Walker at SIG on 26 May 2015, so this is a bit
25 later in the year.

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1 Just in general terms, is it fair to say that SIG
2 were the suppliers of the insulation product for
3 Grenfell?

4 A. At this point in time they were, yes.

5 Q. They sat between Celotex or Kingspan and Harley in the
6 supply chain; is that right?

7 A. Sorry, say that again?

8 Q. They would sit between Celotex or Kingspan and Harley in
9 the supply chain?

10 A. Yeah, yes, I think I know what you're saying.

11 Q. Let's look at the bottom email on page 2 {SIG00000013/2}
12 if we can. We can see, at the very bottom there, that
13 on 26 May Gill Walker emails you and says:

14 "Hi Ben,

15 "The delivery we arranged for the 3rd will now go on
16 the 10th, Celotex have pushed out the lead time on this
17 product!!"

18 We can see your reply above that. You say:

19 "Are you joking?! Is K15 held in stock at the same
20 thickness?

21 "Is the delivery for this week still on?"

22 What was the reason that you enquired about K15?

23 A. My recollection of this delay, I think I was notified
24 originally with a phone call, and it had -- you know,
25 the sort of purpose of the phone call was to give me

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1 a heads-up, a quick heads-up that there may be a problem
2 with our supply of pre-ordered Celotex, and I think in
3 that phone call we had discussed the -- as a remedy for
4 SIG not being able to deliver on time, is would we take
5 K15 as an alternative, and I think my reply at the time
6 was, "Find out what the delay's going to be first, we'll
7 park that issue until you can tell me -- give me
8 a better idea of what the actual delay is going to be",
9 which is I think where Gill kicks off with this email to
10 me.

11 Q. This phone call that you're talking about, did that
12 happen before Gill Walker sent the email to you at 13.53
13 on 26 May 2015?

14 A. Yeah, it would have done.

15 Q. Yes. We can see your response about K15.

16 A. Yes.

17 Q. My question was: why did you ask her about K15 as
18 an alternative?

19 A. I think we'd discussed it as an alternative on the
20 phone.

21 Q. I see, so before the email on the 26th? How soon before
22 the 26th did you have that phone call, do you think?

23 A. It, you know, possibly would have been that day.

24 Q. Right.

25 If you had had a phone call with Gill Walker that

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1 day about K15, why did you need to ask her whether it's
2 still held in stock at the same thickness, as you do in
3 your responsive email?

4 A. I think -- can you just scroll down to the --

5 Q. Yes, of course.

6 A. -- email from Gill Walker?

7 Q. I think we're on the bottom of page 2 {SIG00000013/2}.
8 I don't think there is any earlier email.

9 A. Yeah, so --

10 Q. The bottom email is the one to you at 13.53, where she
11 tells you that, "The delivery we arranged for the 3rd
12 will how go on the 10th".

13 A. Yes.

14 Q. Yes.

15 A. Sorry, I've forgotten --

16 Q. So my question is really: if you had had a discussion
17 with her about K15 as an alternative prior to her
18 sending you this email --

19 A. Yeah.

20 Q. -- why did you respond to her by asking her whether K15
21 was held in stock at the same thickness?

22 A. It was a lead time issue.

23 SIR MARTIN MOORE-BICK: Well, I have to say, Mr Bailey,
24 looking at your message, which begins with the words,
25 "Are you joking", that strikes me as an immediate

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1 reaction, not one which follows a telephone call in
2 which you have already been told that. Do you think you
3 might be wrong about that?

4 A. So it was -- so we'd arranged the delivery previously on
5 a schedule, and she's notifying me that it's delayed,
6 essentially. So this is the notification that -- sorry,
7 I'm getting my words mixed up.

8 We'd arranged that delivery for Celotex on the 3rd
9 and that was going to be delayed already, and that's now
10 pushed back to the 10th. So that's the context of the
11 phone call, that the delivery was going to be on the
12 3rd, all things being well with the Celotex, but if it
13 was going to be a problem, it was the K15 we'd discussed
14 could be used as a solution, which is where I'm saying,
15 you know, that's longer than we were expecting as
16 a delay. That's my "Are you joking" email.

17 SIR MARTIN MOORE-BICK: All right.

18 MR MILLETT: Are you confident that you had discussed K15 as
19 an alternative with Gill Walker before she had sent her
20 email to you to which you're responding?

21 A. That's my recollection.

22 Q. All right.

23 You see, we have seen from the emails in March that
24 you had already had, or Harley had already had,
25 discussions about the availability of K15 as

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1 an equivalent to Celotex, and I just want to ask you
2 whether in fact it's possible that actually what
3 happened was that you discussed lead times with her but
4 not the suitability of K15, and then when she tells you
5 that the delivery for RS5000 is going to be delayed, you
6 then ask her about K15 because you think it's
7 an equivalent product and wanted to know whether it
8 could be substituted. Is that not how it happened?

9 A. I had a previous recollect -- a previous thought in my
10 head anyway that K15 and RS5000 were equivalent
11 products, and I think the conversations I had with SIG
12 didn't conflict with that.

13 Q. No, and we don't see anything in Gill Walker's email to
14 you where she suggests the use of K15 as an alternative.

15 A. No.

16 Q. Is it fair that, had she discussed that with you as
17 an alternative on the previous phone call prior to this
18 email, she would have suggested it in the email itself
19 rather than leaving it to you to ask?

20 A. That's possible, yes.

21 Q. We asked Simon Lawrence of Rydon about K15 and why it
22 was substituted, and he said -- and I'll just put the
23 transcript reference into this transcript:

24 {Day24/150:13-19} -- he says:

25 "... I think it's relating to their credit limit and

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1 Harley's ceasing to trade one company and starting with
2 another, but it was not something I knew at the time."

3 Was Mr Lawrence correct about that, that the
4 substitute of K15 for Celotex was something to do with
5 Harley's solvency at the time?

6 A. No, I think the only time it was substituted was when
7 there was a problem with supply.

8 Q. Right.

9 Now, can we go to the very top of the email chain we
10 have here, which should be page 1 {SIG00000013/1}, and
11 we can see that at the very top you send Ms Walker, the
12 same day, a purchase order in response to her email
13 almost immediately back to you telling you that delivery
14 for this week for K15 was okay. You see what she says
15 there. You go back to her and say:

16 "As discussed please see PO attached for the K15
17 order (this quantity should be taken off the total PO on
18 the Cellotex (sic) order issued on 23/03/15)."

19 Do you see that?

20 A. Yes.

21 Q. Was this May 2015 order the first time that you had
22 ordered Kingspan K15 for use at Grenfell?

23 A. I believe so, yes.

24 Q. Now, you can see that Ms Walker's initial email to you,
25 as we saw at the bottom of this email chain, was timed

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1 at 13.53, the one that starts the email chain off. Your
2 order, as we can see from the top of the email chain, is
3 placed at 14.02, nine minutes later.

4 Do you think that that was enough time fully to
5 investigate the fire safety of K15 and whether it was
6 a suitable product for use on the building?

7 A. That time stamp is incorrect.

8 Q. The time stamp is incorrect?

9 A. On the email.

10 Q. Which time stamp are you talking about?

11 A. 14.02.

12 Q. Sorry, which time stamp?

13 A. At the top of the email.

14 Q. 14.02?

15 A. Because I've checked this.

16 Q. You have checked it, have you? What have you found?

17 A. The purchase order was generated about an hour after the
18 original email.

19 Q. This is the first I think I have heard of it. But what
20 is the correct time for that email?

21 A. I believe it was 14.57.

22 Q. Can you explain how it came about, then, that the email
23 says 14.02? I would agree with you that her response to
24 you is 14.07 and yours is 14.02. What should it say?

25 A. Yeah, the time stamps on the previous emails don't add

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1 up.
 2 Q. Right.
 3 Even allowing for the hour that elapsed -- well, let
 4 me ask you: did you undertake any investigation as to
 5 the fire safety of Kingspan K15 in that hour?
 6 A. My recollection is that I did enquire with the design
 7 office, where Dan and Mark Stapley were, to double-check
 8 the U-values or the thermal performance of the K15
 9 versus the RS5000, and I also noticed on the BBA
 10 certificate that we had at the time that it also stated
 11 it was class 0 performance.
 12 Q. Are you saying that in that hour between being told by
 13 Gill Walker that delivery for this week was okay for
 14 Kingspan K15 and the timing of the purchase order going
 15 out, you say an hour later, you checked the BBA
 16 certificate for Kingspan K15?
 17 A. I enquired in the office, yes.
 18 Q. You enquired in the office?
 19 A. Yes.
 20 Q. Let's just take this in stages.
 21 A. I was in the office at the time.
 22 Q. Yes. You enquired in the office. You say you enquired
 23 in the office, where Dan and Mark Stapley were. Did you
 24 ask Dan Anketell-Jones about whether K15 was suitable
 25 for use at Grenfell Tower?

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1 A. I don't know if it was specifically Dan or Mark.
 2 Q. Right. What question did you ask them?
 3 A. "Can we substitute this?"
 4 Q. What did they say?
 5 A. I think it was a quick check of the -- comparison,
 6 sorry, of the two documents.
 7 Q. Which two documents?
 8 A. The two -- either BBA documents or the brochures of
 9 them, and confirm that those -- I think it was mainly
 10 the insulation value, but also confirm that they both
 11 said class 0.
 12 Q. Did they tell you they or one or other of them had
 13 checked the BBA certificate for Kingspan K15?
 14 A. I think I was there with them.
 15 Q. Did you see them check it or check it yourself?
 16 A. I think we did it together.
 17 Q. Right.
 18 Can we look, please, at that certificate. It's
 19 {BBA0000036}.
 20 Now, I just need to be very clear about what we're
 21 looking at. This is the BBA certificate for
 22 Kingspan K15. This is dated 17 December 2013. Is this
 23 the certificate that you and Daniel Anketell-Jones and
 24 Mark Stapley looked at in that hour on 26 May 2015,
 25 before ordering it from SIG?

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1 A. I believe we had an earlier issue certificate than that.
 2 Q. What was the date of that earlier issued certificate?
 3 A. Well, I think it was the first issue. The one I've seen
 4 that we had on file at the time was in 2008.
 5 Q. Right. Did you know at the time there had been a second
 6 issue?
 7 A. I did not.
 8 Q. Okay, well, let's see on this document, because this is
 9 the up-to-date one or the current one as at the date of
 10 your involvement with this project.
 11 Why would you be looking at an out-of-date
 12 certificate in order to check whether it was compliant,
 13 or even to check the U-values, and didn't have
 14 an up-to-date certificate to look at?
 15 A. I wasn't aware it had been updated.
 16 Q. You may not have been, but can you explain why neither
 17 Daniel Anketell-Jones nor Mark Stapley were aware that
 18 it had been updated?
 19 A. I don't know.
 20 Q. All right.
 21 Let's look at page 1, and it says there -- and tell
 22 me if there's anything that's different in this
 23 certificate from the version you looked at on the day.
 24 I'm going to proceed, Mr Bailey, on the basis that there
 25 is no difference, but I may be wrong about that.

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1 If you can look at page 1, it describes the product
 2 as Kooltherm K15 rainscreen insulation board, and it
 3 says that it relates to that product:
 4 "... a rigid phenolic board with foiled composite
 5 facings, for use as external thermal insulation on new
 6 and existing steel frame or masonry walls."
 7 Then a little bit lower down it tells you the
 8 thermal performance, so it gives you the thermal
 9 conductivity, and then underneath that the condensation
 10 risk, and then this: "Behaviour in relation to fire":
 11 "The product will not contribute to the development
 12 stages of a fire or present a smoke or toxic hazard (see
 13 section 8)."
 14 Did you look at that on the afternoon of
 15 26 May 2015?
 16 A. It was a familiar statement to me on that sheet.
 17 Q. Right.
 18 If we look at section 8 -- it's page 5
 19 {BBA00000036/5}, please -- it says, under the heading
 20 "Behaviour in relation to fire":
 21 "8.1 The product is classified as Class 0 or 'low
 22 risk', as defined in the documents supporting the
 23 national Building Regulations."
 24 Just pausing there, what did you understand this to
 25 mean in the context of an insulation product?

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1 A. So my understanding at the time was class 0 was
 2 appropriate for use over 18 metres.
 3 Q. What does it mean, though? What does class 0 mean or
 4 signify?
 5 A. I think -- well, I think I had a misconception of what
 6 class 0 meant at the time.
 7 Q. Well, what did you think it meant at the time?
 8 A. I think what it -- what I thought it meant at the time
 9 is what I think the phrase "limited combustibility"
 10 describes. That's what I had in my head at the time.
 11 Q. Right.
 12 Did you know or do you recall that under Approved
 13 Document B, insulation had to be of limited
 14 combustibility to be used on buildings over 18 metres in
 15 height unless it had been through a BS 8414 test?
 16 A. I wasn't familiar with the phrase "limited
 17 combustibility" as it appears in the Building
 18 Regulations at that time, so I think that's why I had
 19 a misconception.
 20 Q. Right.
 21 A. Does that make sense?
 22 Q. Well, it may do. You said you thought class 0 at the
 23 time meant limited combustibility, or have I got that
 24 wrong?
 25 A. What the words "limited combustibility" describe. As

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1 I said, I wasn't aware of the phrase "limited
 2 combustibility" at the time.
 3 Q. I see.
 4 A. I think my understanding of class 0 could be described
 5 as what the words "limited combustibility" mean.
 6 Q. And what does that mean?
 7 A. Hard to ignite and hard to sustain a flame.
 8 Q. Right.
 9 In fact, there's nothing in the certificate -- and
 10 we can look at the rest of it, but do you remember that
 11 there is nothing actually in the certificate that says
 12 that the product was of limited combustibility?
 13 A. Yes, I can see that now.
 14 Q. Yes. Now, looking at page 6 {BBA00000036/6}, please,
 15 let's look at 8.2. What it actually says is:
 16 "When tested to BS 8414-1:2002, the following
 17 specific cladding construction met the criteria as
 18 stated in BRE Report BR 135 ..."
 19 Then we can see what the construction elements are.
 20 You have got:
 21 --" insulation board ...
 22 --" 6 mm cement particle boards ... [attached to] an
 23 aluminium railing system onto the substrate.
 24 --" 40 mm deep ventilated cavity provided between the
 25 boards and the cement particle board.

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1 --" fire stopping [as described] ...
 2 --" the temperature measured during the stated test
 3 time ...
 4 Do you see that?
 5 Then the certificate goes on to say underneath it,
 6 in slightly smaller letters, and it's a footnote 1 --
 7 and you can see the footnote 1 goes back to the words
 8 "when tested" at the top of the page. Do you see that?
 9 A. Yes.
 10 Q. The footnote says:
 11 "The test result relates only to this specific
 12 construction and a separate test would be required to
 13 establish the performance of any other combination of
 14 materials."
 15 Then at paragraph 8.3 it continues:
 16 "The product incorporated in the construction
 17 defined in section 8.2 can be used in buildings with a
 18 floor more than 18 m above ground level. Fire breaks
 19 should be used at every floor level after the first
 20 floor."
 21 Would you agree with me that the BBA certificate
 22 made it clear that the K15 product could be used only in
 23 the construction defined in section 8.2, in other words
 24 in the specific system with the elements set out there,
 25 and no other system?

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1 A. Well, in this updated certificate, yeah, it gives
 2 a scenario where it has been tested. Yeah, it mentions
 3 separate tests.
 4 Q. Yes.
 5 A. Yeah.
 6 Q. Was that in the certificate that you read on the
 7 afternoon of 26 May?
 8 A. I don't recall.
 9 Q. If you did look at the certificate and if the
 10 certificate you looked at contained what I've just shown
 11 you there under 8.2 and the note at 8.3, why was it not
 12 clear to you that K15 could not be used at
 13 Grenfell Tower because the rainscreen construction did
 14 not contain elements that were precisely the same as
 15 those in the system which had been tested under BS 8414?
 16 A. I suppose I'd have to -- my comfort with K15 came from
 17 my previous job, and that again was ACM and a blockwork
 18 wall.
 19 Q. Do you accept that, had you looked at this certificate
 20 at the time, and this being the current certificate at
 21 the time, you would have realised that K15 was a wholly
 22 inappropriate insulation to be used on Grenfell Tower,
 23 because the rainscreen being proposed was not cement
 24 particle boards?
 25 A. Erm ... as I said, at the time it was a product I felt

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1 comfortable with and I think everyone else felt
 2 comfortable with, based on previous experience,
 3 knowledge of other buildings where that product was
 4 used, because ... even now, looking at where I know it's
 5 been used on other buildings, it doesn't comply to that.
 6 Q. Can you explain why you, as the project manager, did not
 7 pause and take a step back and ask to look at the
 8 up-to-date BBA certificate and make absolutely sure that
 9 you were satisfied that K15 could be used on
 10 Grenfell Tower?
 11 A. Well, as I say, as regards the updated certificate,
 12 I wasn't aware there had been an updated certificate,
 13 and in respect of reading the whole BBA certificate, I'm
 14 not in a technical role. My role as project manager is
 15 procurement, planning, programme, ordering materials.
 16 Q. Can you explain why Harley had an outdated certificate,
 17 as opposed to the up-to-date certificate, in its
 18 possession?
 19 A. I can't give a reason for that.
 20 Q. Can we look at the LABC certificate for this product.
 21 This is at {KIN00016733}, please. This is dated
 22 30 March 2015, so this is after, only a week or two
 23 after, the first investigation by Mark Stapley of SIG
 24 about using K15 as an alternative to RS5000 at
 25 Grenfell Tower, but it pre-dates your ordering of K15 by

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1 about two months, just under two months.
 2 Did you read this certificate at the time?
 3 A. No.
 4 Q. Have you ever seen this document before?
 5 A. I don't believe so.
 6 Q. Right.
 7 Would you agree with me that if you were really
 8 interested in making sure you fully understood K15 as
 9 a new product, you would have checked this document and
 10 looked at it?
 11 A. I wasn't aware of the LABC at the time.
 12 Q. You weren't aware of the LABC, what, as a body?
 13 A. No.
 14 Q. I see.
 15 Now, when you made the order on the afternoon of
 16 26 May 2015, after, as you say, having had this
 17 discussion at Harley with Daniel Anketell-Jones and
 18 Mark Stapley about its suitability, did you have
 19 consciously in mind the technical brochure for the
 20 OPTIM-R product that we saw earlier?
 21 A. No.
 22 Q. Because that product had said, in terms, that for
 23 buildings over 18 metres, Kingspan K15 can be used.
 24 I just want to make sure how much, if at all, that was
 25 part of your thinking at the time.

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1 A. OPTIM-R wouldn't have been in my mind for this project,
 2 because that insulation panel can't be cut. It's --
 3 I think I found it an interesting product at the time
 4 because it can offer good thermal values, but it does it
 5 by being a vacuum. I believe -- this is my recollection
 6 anyway -- it does it by being a vacuum-packed panel, so
 7 it can't be cut, it would break the vacuum. So OPTIM-R
 8 is not --
 9 Q. No, OPTIM-R isn't, and I'm not suggesting that it was.
 10 What I'm putting to you is that in the technical
 11 brochure that we looked at before, it said that for
 12 buildings over 18 metres, Kingspan K15 can be used. Do
 13 you remember I showed you that?
 14 A. You did.
 15 Q. My question is really: did that play any part in your
 16 thinking on 26 May 2015, in the afternoon of that day
 17 when you ordered the product from SIG?
 18 A. I can't remember if that specific datasheet would have
 19 done so.
 20 Q. Right.
 21 Did you ever investigate whether the system tested
 22 for K15 which would result in it getting
 23 a classification under 8414 was the same system as
 24 Grenfell Tower?
 25 A. No.

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1 Q. Did you ever investigate whether the product had test
 2 evidence which met the definition of limited
 3 combustibility?
 4 A. As I said before, "limited combustibility" wasn't
 5 a phrase I was familiar with, no.
 6 Q. Did you investigate whether there was a desktop study
 7 available in relation to K15? Do you know what I mean
 8 by a desktop study?
 9 A. I didn't at the time, so no.
 10 Q. Did you investigate whether RS5000 was available in
 11 a shorter period or lead time from any other supplier?
 12 A. At that point in time, I don't think so.
 13 Q. Why is that?
 14 A. Erm ... I don't remember specifically, but I could
 15 probably offer some insight in that. I think SIG were
 16 an insulation supplier that we had a credit account
 17 with, and a relationship with. You know, it makes -- if
 18 you don't have a credit account with someone, it's quite
 19 difficult to order it without going through a lengthy
 20 process of setting those things up.
 21 Q. Do I take it from that answer that if you had not stuck
 22 with SIG but had gone to a different supplier, there
 23 would have had to be credit checks?
 24 A. Yeah.
 25 Q. And given Harley's financial difficulties at the time,

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1 would those have been difficult for Harley to satisfy?
 2 A. My memory is that we had a good credit rating at the
 3 time and we wouldn't have had any problems opening up
 4 a new account, it's more to do with the time it takes.
 5 Q. In fact, we see later on in the record that you ordered
 6 K15 and RS5000 from CCF, didn't you?
 7 A. Correct.
 8 Q. So why didn't you approach them at the time that the
 9 Celotex RS5000 lead time was pushed out in May 2015 and
 10 stick with SIG?
 11 A. Other than what I've just told you, I don't know.
 12 Q. Did you discuss the substitution with Studio E or Exova
 13 or Rydon or, for what it's worth, Building Control?
 14 A. I think I notified Rydon or spoke about it with Rydon.
 15 Q. Right. Did you discuss the question of compliance with
 16 regulations with Rydon?
 17 A. Only insofar as that the insulation values were very
 18 similar and it was a class 0 product.
 19 Q. Do you remember who it was at Rydon that you had that
 20 discussion with?
 21 A. I believe it was Simon Lawrence or Simon O'Connor.
 22 Q. We looked at the contracts earlier on today. Was there
 23 any discussion within Harley about the need to get
 24 Rydon's express consent for the substitution?
 25 A. I don't think so.

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1 Q. Can we look at the purchase order which is attached to
 2 the email to Ms Walker that we have been looking at.
 3 It's {SIG00000014}, please. This order, as we've seen,
 4 is placed on the same day, 26 May, you can see there
 5 from the top right-hand corner, 26 May 2015. You can
 6 see the order and the price, or at least the total
 7 amount.
 8 Was the one-week delay that RS5000 had been subject
 9 to at this point in time, late May 2015, so critical to
 10 the project programme that you had to change insulation
 11 products altogether?
 12 A. At the time, yeah, I think it was -- you know, we felt
 13 that we were under pressure on the programme.
 14 Q. Yes. You see, you had seen that it was a one-week delay
 15 for RS5000, and here we have the purchase order for
 16 delivery on 4 June 2015. That would make up something
 17 like between two and four days, wouldn't it, of time?
 18 A. Erm ... sorry, I can't work out the time -- the days in
 19 my head.
 20 Q. Well, delivery of the RS5000 was going to be going out
 21 on 10 June.
 22 A. Yes.
 23 Q. And here we have an order which would be delivered on
 24 4 June instead, and I suppose if you include the
 25 weekends, that's six days, and if you exclude the

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1 weekends, I suppose that's four days.
 2 Was the delay so critical by this stage that you had
 3 to change insulation products as opposed simply to
 4 catering for a few days' delay?
 5 A. From my sort of experience of trying to get materials to
 6 site and trying to fit to a programme at the time,
 7 I appreciate what you're saying is, you know, it's less
 8 than a week, when you've got limited materials for
 9 trying to keep to a programme, that one-week delay can
 10 be quite significant because you could have, you know,
 11 teams of fixers not being able to do anything because
 12 there's not enough of other materials for them to go and
 13 do something else. Does that make sense? Coupled with
 14 Rydon, you know, always putting pressure on
 15 subcontractors to stick to programmes, you know, I can
 16 remember feeling that, you know, we are under a time
 17 pressure and this is critical.
 18 Q. I can understand why projects are under time pressure,
 19 that's a fact of life. But what was it at this point
 20 that was so critical that it was better to change
 21 products altogether rather than just deal with the few
 22 days' delay that the difference would have made?
 23 A. I don't remember, you know, a particular driver to this
 24 other than the general industry that I've -- the general
 25 industry practice that I've already said.

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1 Q. Did the time pressure that we have been looking at
 2 contribute to the lack of investigations that you made
 3 regarding K15's suitability for use on Grenfell Tower?
 4 A. I don't think so. As I said, it was a product we all
 5 felt comfortable with.
 6 Q. Do you know even roughly where on the building the K15
 7 went that was ordered in this purchase order?
 8 A. I think it was on the west elevation.
 9 Q. The west.
 10 Are there any records which would show where this
 11 order went on the building?
 12 A. I think there's some photos of the building.
 13 Q. Photos, right, but no written records or delivery
 14 records or records from the installers?
 15 A. In terms of delivery records, I think we've got the
 16 delivery notes for it, but in terms of, you know,
 17 exactly where it's fitted, no.
 18 Q. Right.
 19 You mentioned photographs. Let's just see if we can
 20 look at a couple.
 21 First, {RYD00055130}, please. Now, we think this
 22 photograph is dated November of 2015. If you look about
 23 halfway up, on the spandrel panels next to the two
 24 left-hand columns, we can see Kingspan branded
 25 insulation. It may need to be blown up a little bit.

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1 Would that be right? Am I right in what I'm asking you,
 2 that we can see Kingspan?
 3 (Pause)
 4 A. I can't see it at the moment, but --
 5 Q. I see.
 6 A. Yeah.
 7 Q. Let's look at a different picture, {RYD00051704}. This
 8 is another photograph showing a different face of the
 9 building. It looks like the east face, but you tell me.
 10 Again, can you see Kingspan insulation there?
 11 (Pause)
 12 A. I don't know if you can zoom it in any more, but ...
 13 yes.
 14 Q. Yes.
 15 Do you remember whether K15 or Celotex ever arrived
 16 at site in an unbranded form?
 17 A. Sorry, did you say K15 or Celotex?
 18 Q. Yes, either of them.
 19 A. Yeah, Celotex.
 20 Q. Celotex, right. So where there is a branding on it,
 21 that's K15, is it?
 22 A. Yes.
 23 Q. Yes.
 24 Looking at this progress of the installation at this
 25 stage, can you help us with when the photo might have

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1 been taken? We think it was about September 2015, but
 2 can you help us whether that's right?
 3 A. I -- yeah, I couldn't give you a date.
 4 Q. Right.
 5 If we zoom in on the left-hand side of the image,
 6 about three floors above the mast climber, just to be
 7 absolutely clear, I think we can see very clearly some
 8 more Kingspan branded insulation.
 9 A. Yes.
 10 Q. Do you see that?
 11 A. Yes.
 12 Q. Okay. There is also insulation there that's not
 13 branded, and that's Celotex, I think you are saying?
 14 A. I believe so.
 15 Q. Yes, I see.
 16 Again, on the right-hand column, if we just move
 17 across the page, we can see the right-hand column there.
 18 There is again quite a large quantity of Kingspan
 19 branded insulation there too, isn't there?
 20 A. Yes.
 21 Q. On both sides of the right-hand column.
 22 It would appear, then, if we're right about
 23 September 2015, then a significant amount of Kingspan
 24 had already been installed on the building by that
 25 stage; would that be about right, to the best of your

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1 recollection?
 2 A. Yes.
 3 Q. Now, can I just ask you to look at Mr Hughes' witness
 4 statement, David Hughes of Rydon. He has given evidence
 5 already to the Inquiry. This is {RYD00094213/10},
 6 please. I would like us to go together to page 10 and
 7 look at paragraph 55. He says there:
 8 "In December 2015 or January 2016 I discussed with
 9 Ben Bailey and agreed the use of Kingspan, as Harleys
 10 had difficulty obtaining Celotex from their supplier.
 11 As far as I was concerned Kingspan and Celotex are
 12 similar products with similar insulation properties. As
 13 far as Ben and I were concerned it was a like for like
 14 swap of insulating material."
 15 He goes on:
 16 "I told Steve Blake and the Clerk of Works,
 17 Jon White, of this use of Kingspan insulation material."
 18 Do you recall discussing the use of Kingspan K15
 19 with David Hughes in December 2015 or January 2016?
 20 A. I don't have a clear recollection of it, but I'm not
 21 going to argue with Dave, if that's what he says.
 22 Q. Right.
 23 Now, Mr Hughes, when he gave evidence to the Inquiry
 24 in July, told us that you gave him a datasheet for
 25 Kingspan Kooltherm K15. Is that right?

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1 A. I don't remember.
 2 Q. Do you remember Mr Hughes asking for a datasheet?
 3 A. I don't remember.
 4 Q. Right.
 5 Did you and he discuss any aspects of K15 or
 6 properties of K15, whether related to fire performance
 7 or insulation?
 8 A. I don't remember.
 9 Q. Do you remember any discussion at all with David Hughes
 10 about the use of Kingspan?
 11 A. Erm ... not that I can remember today, no.
 12 Q. Are you able to tell us why, as he says, you sought to
 13 agree with him the use of Kingspan in December 2015 or
 14 January 2016 when, as we've seen from the previous
 15 evidence today, you had already ordered Kingspan in
 16 May 2015 and quite a lot of it had already been
 17 installed on the building by the end of 2015?
 18 A. Well, I think there had been a change in site
 19 management, so the people that had been around in May
 20 I don't think were there at the time when Dave was
 21 running the job, so I would imagine it would be to make
 22 him aware, and as he says, we agreed to the use of it.
 23 I think it would be, from my perspective, a good idea to
 24 notify the site management at whatever time of -- ahead
 25 of ordering anything that's different to the

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1 specification , because you wouldn't want to order,
 2 you know, large values of material for it to turn up
 3 on site and be turned away.
 4 Q. You say you think there had been a change in something
 5 management, did you say site management?
 6 A. Sorry, that was site management.
 7 Q. There had been a change in site management by the end of
 8 2015, I see.
 9 Did it strike you as strange that David Hughes was
 10 asking you about the suitability of the use of
 11 Kingspan K15 in circumstances where a lot of it was
 12 already on the building?
 13 A. I don't know if Dave asked me about it. I think we
 14 discussed -- he said we discussed it and we agreed it.
 15 Q. Did it not strike you as odd that it was something that
 16 needed to be agreed with Rydon, given, as I say, that
 17 significant quantities of K15 were already on the
 18 building by that time?
 19 A. Well, I think my take on it is, again, as I said, there
 20 was a change in site management between when the
 21 original order was placed and the subsequent order was
 22 placed, and it's to let the new site manager know, if he
 23 wasn't already aware, of that. As I explained, you
 24 don't want to order these things and then have them
 25 turned away.

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1 Q. Can we look at {CCF00000019}, please.
 2 This is a cash invoice from CCF to Harley dated
 3 10 September 2015 in relation to a quantity of Kingspan
 4 Kooltherm K15 for Grenfell Tower. You can see that's
 5 the delivery address. The price is about £2,500 plus
 6 VAT.
 7 It would appear from this that Harley placed
 8 an order for K15 in May 2015 with SIG, but then
 9 a further order in September 2015 with CCF. I think we
 10 discussed that a little bit earlier. Is that correct?
 11 A. It appears to be.
 12 Q. Yes. Now, this was a cash invoice from CCF Croydon
 13 branch, as we can see from the top left-hand corner of
 14 the document. Is that because Harley didn't have
 15 a credit account with CCF at that time?
 16 A. Yeah, it would appear so.
 17 Q. Were Harley forced to purchase this from CCF because of
 18 their financial difficulties?
 19 A. Yes, probably.
 20 Q. Right. Is that because they were unable to make any
 21 more orders or take any more orders from SIG?
 22 A. Yeah, that could happen, yeah.
 23 Q. Right.
 24 Was there any discussion with Rydon about this
 25 order?

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1 A. I don't recall.
 2 Q. Was there any discussion with Rydon about the first
 3 order, back in May 2015, that you made with SIG?
 4 A. I believe there was, yes.
 5 Q. Do you know who that was a discussion with?
 6 A. I think I said earlier on, Simon Lawrence or
 7 Simon O'Connor.
 8 Q. Did you have that discussion with them?
 9 A. I would have done, yeah.
 10 Q. You would have done; do you remember it?
 11 A. I have a recollection of making Rydon aware of it before
 12 we ordered it and then before it arrived on site, again
 13 for the same reasons I explained.
 14 Q. We don't, I think, see an email on that. Can you tell
 15 us in what form that discussion or notification took
 16 place?
 17 A. I think it probably would have been a phone call.
 18 Q. Right.
 19 Did CCF Croydon stock RS5000, Celotex RS5000, did
 20 you know?
 21 A. Yes.
 22 Q. Why didn't you order that?
 23 A. I mean, I don't remember this particular order or,
 24 you know, the time around the -- the administration is
 25 a bit of a blur, but it could be programme related or

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1 lead time related.
 2 Q. But you had found a supplier who was prepared to supply
 3 you with insulation on a cash basis. We can see you are
 4 ordering K15. My question is: why didn't you ask them
 5 whether they would supply you with RS5000?
 6 A. Oh, I may well have done. They may not have been able
 7 to deliver it in the timeframe we needed it.
 8 Q. Do you remember that, or are you speculating?
 9 A. I don't remember it.
 10 Q. Now, Mr Hughes has referred to a discussion with him in
 11 December 2015 or January 2016, but is it possible he is
 12 wrong about dates and that you could have had
 13 a conversation with him earlier in 2015?
 14 A. I think it's possible.
 15 Q. Right.
 16 Do you remember whether you talked to Mr Hughes and
 17 obtained his permission to order K15 before you made
 18 this order on or shortly before 10 September 2015?
 19 A. I don't remember the exact dates when Dave became
 20 involved in the job, so ...
 21 Q. After you had ordered Kingspan Kooltherm K15 for what we
 22 now see here is the second time -- this is
 23 September 2015 -- did you go back to ordering
 24 Celotex RS5000 or did you use Kingspan K15 to finish the
 25 job, do you remember?

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1 A. I believe we went back to RS5000.
 2 Q. I see.
 3 Now, can we go back to your witness statement,
 4 please, at paragraph 9 on page 3 {HAR00010060/3}. You
 5 say in that statement, four lines up from the bottom:
 6 "In the main, the materials I ordered were contained
 7 within the Specification Notes. I had no role in the
 8 decision making about the materials specified. This
 9 would have occurred before my involvement."
 10 In the light of what we have been looking at
 11 together, Mr Bailey, about the ordering of K15, would
 12 you like to correct that statement?
 13 A. I think in that statement I'm referring to the materials
 14 in the NBS, and I accept that I had a role in the
 15 Kingspan substitution, but I think what I'm getting at
 16 in my statement is the other -- you know, the materials
 17 that were specified, not -- you know, I accept that the
 18 Kingspan was not specified.
 19 Q. Thank you.
 20 Can we then turn to a slightly different subtopic:
 21 Rockwool. We looked at Rockwool earlier on in the
 22 context of ECO funding.
 23 Did you at any stage consider whether any other
 24 insulation product might be more suitable for use on
 25 Grenfell Tower than either RS5000 or K15?

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1 A. I don't think so, no.
 2 Q. Do you recall from your time at Harley before your
 3 involvement on the Grenfell Tower project that Rockwool
 4 Duoslab, which was a mineral wool insulation product,
 5 had been used on previous Harley projects such as
 6 Ferrier Point and Chalcots Estate?
 7 A. Yeah, I think I'd visited some of those sites at points
 8 in my part-time roles. I don't think I was aware of the
 9 properties of Rockwool versus foil-faced rigid foam
 10 insulation boards at the time.
 11 Q. When you were working on the Merit House project in
 12 Colindale, from your time there, what insulation product
 13 was used there, do you remember?
 14 A. That was Kingspan K15.
 15 Q. That was K15, yes, you told us that earlier. Was there
 16 any consideration on that project of using mineral wool?
 17 A. I don't think so.
 18 Q. Do you know why that was?
 19 A. Again, I think that insulation was an architect
 20 specification.
 21 Q. Right. I think that might answer my next question,
 22 which is: on the Merit House project, who was it who
 23 decided that K15 should be used?
 24 A. To the best of my recollection, that would have been the
 25 architect.

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1 Q. I see.
 2 Did you ever consider what difference it might make
 3 using a PIR product rather than a mineral wool
 4 insulation product in terms of fire safety?
 5 A. No.
 6 Q. Now, we've got paragraph 9 of your statement up on the
 7 screen. You have referred there to the specification
 8 notes there. Let's just look at those.
 9 Before I turn to those, I'll just repeat what you
 10 say there. You say you had no role in the
 11 decision-making about the materials specified for the
 12 rainscreen cladding, and you refer to the specification
 13 notes that you say were prepared before your
 14 involvement.
 15 Can we look at those. They are at
 16 {HAR00010060}(sic). Let's just be clear about the
 17 document we're looking at. If you go to -- you've got
 18 your statement there. Perhaps the easier way of doing
 19 this is to show you -- paragraph 9 you have got --
 20 paragraph 7 {HAR00010060/2}. I'll go to the Harley spec
 21 in a second. I should show you paragraph 7 of your
 22 statement where you say:
 23 "I first became aware that Harley might be involved
 24 in the Grenfell Tower refurbishment project at some
 25 point in 2014. I have been shown a number of Harley

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1 emails and I can see that I began to be copied into
 2 emails relating to Grenfell Tower from around September
 3 2014. I became more actively involved in around
 4 February 2015."
 5 So I'm just reminding you of that.
 6 Now can we look at the Harley specification for the
 7 project. That's at {RYD00046822}. You can see from the
 8 bottom right-hand corner that it's dated 15 January 2015
 9 and it was first created by Kevin Lamb. This version is
 10 the one which is revision D of 15 July 2015, which has
 11 been stamped A by the architect, Neil Crawford, on
 12 17 July 2015.
 13 Looking at this document, are you familiar with it?
 14 A. Yes.
 15 Q. Were you involved in any way in compiling it when it was
 16 first produced in the January of 2015?
 17 A. No.
 18 Q. Now, you can see that although there are a number of
 19 specifications set out, for example for windows and for
 20 glazing and for cladding, we see no mention in there of
 21 the insulation product to be used on the building.
 22 That's right, isn't it?
 23 A. Yes.
 24 Q. Do you know why that is?
 25 A. At the time, I never noticed it.

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1 Q. Right.
2 Now, given that you were in on emails, as you say,
3 on this project from September 2014, would you have been
4 in a position to consider or raise questions in relation
5 to the materials specified prior to the composition of
6 this document, these specification notes, being
7 finalised in January 2015?
8 A. I don't ... no.
9 Q. Do you mean you don't know or is the answer no?
10 A. The answer's no.
11 Q. Right.
12 Now, we know, as we've seen earlier this morning,
13 that you were involved in liaising with Mr Roome at
14 Celotex specifically about RS5000 and, it seems,
15 specifically for Grenfell back in the summer of 2014.
16 Given that discussion that you had had at that time,
17 do you know why RS5000 was omitted from these
18 specification notes when it was produced in
19 January 2015, a number of months later?
20 A. I don't. As I said, I never noticed it wasn't on there.
21 Q. When did you first see this document in the process?
22 A. I don't remember.
23 Q. Why was it sent to you, do you remember?
24 A. Erm ... I don't remember specifically receiving it, but
25 I'm familiar with it. I was familiar with it throughout

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1 the job.
2 Q. Would it be usual to leave out the insulation
3 specification when designing a façade system?
4 A. My understanding of this drawing is that it's a key
5 drawing to help decipher the detailed drawings and the
6 fabrication drawings in the rest of the drawing pack.
7 It seems to be an omission from this page, but I can't
8 offer any reasons as to why it's not there.
9 Q. It's not in the drawings either. If we scroll down the
10 next page, we can see some drawings.
11 A. Yeah.
12 Q. I think you'll accept from me that there is no mention
13 of any specification, whether RS5000 or even FR5000, in
14 these documents.
15 My question is: would that be usual? Would it be
16 usual to omit the specification for insulation when
17 designing a façade system?
18 A. I don't think it would be intentional.
19 Q. You say you didn't spot it. Can you explain why you
20 didn't spot it?
21 A. I can't explain it, no.
22 MR MILLETT: Mr Chairman, is that a convenient moment for
23 an afternoon break?
24 SIR MARTIN MOORE-BICK: Does that suit you?
25 MR MILLETT: It does. We are about to change to a different

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1 topic.
2 SIR MARTIN MOORE-BICK: That probably would be a good point,
3 then.
4 Mr Bailey, we will have another short break now. We
5 will come back at 3.35, please, and remember not to talk
6 to anyone about your evidence or anything to do with it
7 while you're out of the room. All right?
8 THE WITNESS: Of course. Thank you.
9 SIR MARTIN MOORE-BICK: Thank you very much. You go with
10 the usher, please.
11 (Pause)
12 Right, 3.35, please.
13 MR MILLETT: Thank you, Mr Chairman.
14 (3.21 pm)
15 (A short break)
16 (3.38 pm)
17 SIR MARTIN MOORE-BICK: Right, ready to carry on, Mr Bailey?
18 THE WITNESS: I am.
19 SIR MARTIN MOORE-BICK: Good, thank you.
20 Yes, Mr Millett.
21 MR MILLETT: Mr Bailey, before the break we were talking
22 about Kingspan K15 and the occasion on 26 May 2015 when
23 you tell us that you examined the BBA certificate at
24 Harley's offices with Daniel Anketell-Jones and
25 Mark Stapley, and I put to you the 2013 second issue of

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1 that document.
2 A. Yes.
3 Q. You said you didn't look at that but you looked at the
4 first issue. We have now extracted that from the record
5 and I would like to look at that briefly with you. It's
6 {BBA00000038}, please. We can see that it's the same
7 product, and this is the date of first issue,
8 27 October 2008, if we have the bottom of the page up on
9 the screen there.
10 Just looking at the document, is that the document
11 that you looked at together with Mr Anketell-Jones and
12 Mr Stapley on the afternoon of --
13 A. I believe so, yes.
14 Q. -- 26 May 2015? Right.
15 It says:
16 "Behaviour in relation to fire - the boards will not
17 contribute to the development stages of a fire or
18 present a smoke or toxic hazard (see section 7)."
19 Let's look at that. Page 5 {BBA00000038/5}, please,
20 first of all. "Behaviour in relation to fire", and you
21 can see that it says:
22 "The following fire tests have been undertaken:
23 "to BS 8414 ..."
24 You can see there that it sets out what the test
25 comprised, and then at 7.2:

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1 "The product is classified as Class 0 or 'low
 2 risk' ... [and] therefore, may be used in accordance
 3 with the provisions of ..."
 4 Over the top of page 6 {BBA00000038/6} it says:
 5 "... Approved Document B, paragraph 8.4 ... and
 6 paragraphs 12.5 and 12.6 ... (see also Diagram 40)."
 7 Then at 7.3, it says:
 8 "In buildings with a floor more than 18 m above
 9 ground level, advice should be sought from the
 10 Certificate holder."
 11 When you examined this certificate, did you read
 12 paragraph 7.3?
 13 A. I did not.
 14 Q. Can you explain why not?
 15 A. I'm not there in a technical capacity, and I was there
 16 with Mark and Dan, looking at it with them, but not
 17 specifically looking at these clauses. I saw the
 18 class 0 and that's what stood out to me.
 19 Q. Right.
 20 Despite the fact that it says class 0, do we take it
 21 that because you at Harley -- you plural -- did not read
 22 clause 7.3, you did not seek advice from the certificate
 23 holder, namely Kingspan?
 24 A. Yes.
 25 Q. Right.

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1 Now, you also said before the break that you had had
 2 discussions with either or both of Simon Lawrence or
 3 Simon O'Connor about the substitution of K15 for RS5000,
 4 and you said it would have taken place on the phone.
 5 Can we, first of all, see what Mr Lawrence says
 6 about the substitution of K15. {Day24/124:4}, please.
 7 This is in the context, I should say, of K15, and the
 8 question:
 9 "Question: Given that it was Rydon's contractual
 10 responsibility to ensure that the insulation was
 11 compliant with the Building Regulations, who did you
 12 consider was responsible for making sure that that
 13 obligation was complied with?
 14 "Answer: I would expect Harleys to do the design,
 15 I would expect Studio E to check that design to the best
 16 of their knowledge, and I would expect then Studio E to
 17 take that to Building Control and have a conversation
 18 with Building Control."
 19 Then if you look at {Day24/149:2}, this is again in
 20 the context of K15:
 21 "Question: Were you aware of any discussions either
 22 on site or between people on site and the architectural
 23 team, as you call them, about the substitution of RS5000
 24 with Kooltherm K15?
 25 "Answer: No, no. I didn't know K15 was involved at

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1 all until the evidence has come up."
 2 Is he right about that?
 3 A. I have a different recollection.
 4 Q. You have a different recollection.
 5 Can we look at Simon O'Connor, {Day26/98:8}. My
 6 question to him was:
 7 "Question: Were you aware that Kingspan Kooltherm
 8 K15 insulation was used on Grenfell Tower as well as
 9 Celotex RS5000 as an insulation product?
 10 "Answer: I wasn't then, no.
 11 "Question: You weren't?
 12 "Now, were you aware that Kingspan -- well, you
 13 wouldn't have been aware, I think, that Kingspan
 14 Kooltherm K15 was ordered in May 2015 and delivered in
 15 June 2015 to site.
 16 "Answer: I wouldn't have been aware of that, no.
 17 "Question: Right."
 18 Is he right about that?
 19 A. Is he referring to when he left the project in
 20 June 2015?
 21 Q. Well, we know when he left the project. I'm showing you
 22 his evidence and I'm asking you whether his recollection
 23 accords with your recollection about whether you
 24 actually had a conversation with Mr O'Connor about the
 25 substitution of Kooltherm K15 for RS5000.

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1 A. I think from what I said earlier on, my conversation
 2 would have been with either Simon, and I was unclear on
 3 that, but I think seeing that, it would make me say it
 4 was Simon Lawrence I had the conversation with.
 5 Q. Right.
 6 Can you be more precise about when you had
 7 a conversation or conversations with Simon Lawrence
 8 about the substitution of K15 for RS5000?
 9 A. I couldn't give you an exact date, but it would most
 10 likely be between the time the supply actually came up
 11 and before it arrived on site, because as I said earlier
 12 on, the last thing you want is to have it all turned
 13 away, having, you know --
 14 Q. What did Simon Lawrence say to you in response to your
 15 telling him, do you recall?
 16 A. I think he saw the reasoning behind it, in terms of
 17 programme, keeping everyone working --
 18 Q. Right.
 19 A. -- and agreed to it, I believe, and ...
 20 Q. Agreed to it straightaway?
 21 A. Yeah, I believe so.
 22 Q. Right. So were you aware, then, that when he was
 23 agreeing to it he had not gone back to Studio E and
 24 asked them for their opinion about the suitability of
 25 K15?

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1 A. He may have done after the fact. At that time he
 2 wouldn't have been able to, would he?
 3 Q. So you were prepared to take him at his word, even
 4 though you weren't told that he would need to check it
 5 first with the architect; is that right?
 6 A. I wasn't aware at the time of the steps that could have
 7 been taken, and I think it was a mistake to not put this
 8 substitution in writing.
 9 Q. Did you seek any written confirmation from
 10 Simon Lawrence that the substitution was acceptable?
 11 A. I did not, and that was --
 12 Q. Why is that?
 13 A. I didn't think to at the time.
 14 Q. Would it not have been sensible to do that, given that
 15 this was a substitution of an insulation product?
 16 A. I think in hindsight, yes, and as I said before, it was
 17 a mistake to not do that.
 18 Q. My question on top of that is: why were you prepared to
 19 go along with Simon Lawrence's consent to using the
 20 product in circumstances where you knew that he hadn't
 21 already checked it first with Studio E?
 22 A. You know, in my mind, it was a like-for-like replacement
 23 for the RS5000.
 24 Q. Right.
 25 Let's look at infill panels, different topic. These

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1 are the panels that sat between the windows and above
 2 the cladding spandrel panels. Just to be clear, you
 3 know what I'm talking about when I say window infill
 4 panels?
 5 A. Yes, yes.
 6 Q. All right.
 7 Can we first go to {HAR00017738}, please. Now, we
 8 can see that this is 3 March and it's an email from
 9 Kevin Lamb to Simon Lawrence, copied to a number of
 10 people, including Daniel Anketell-Jones and you. There
 11 are attached to it a number of drawings.
 12 Did you review those drawings when you received this
 13 email?
 14 A. I don't know about on receipt of the email, but it's ...
 15 I probably would have looked at the drawings at some
 16 point, yes.
 17 Q. Right.
 18 Why did you think you were being copied in on this
 19 email?
 20 A. I think it's a -- are they revised drawings?
 21 Q. Right. Let's turn to one of them, which is
 22 {HAR00003953}. This is revision D, which was produced
 23 on 3 March 2015. Do you see in the revisions box where
 24 it says "Firebreaks added"; do you see that?
 25 A. Yes.

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1 Q. We can see that it's authored by Kevin Lamb, and if we
 2 pan back out again, it says "Approved for construction".
 3 If we look at it more closely, we can see there are
 4 two panels in hatch, the P1 panel and the P2 panel. Do
 5 you see that?
 6 A. I do.
 7 Q. The P1 panel is the one that sits between the windows of
 8 the kitchen and the bedroom, and P2 is the one within
 9 the window itself which housed the kitchen extract fan.
 10 So P1 is the big one and P2 is the small one. Yes?
 11 A. Yes.
 12 Q. Did you yourself, when you received this pack of
 13 drawings, make any investigation as to which materials
 14 comprised P1 and P2 respectively?
 15 A. I don't think so.
 16 Q. Now, you were provided with the specification notes or
 17 specification which Kevin Lamb had done on the same day.
 18 If we look at an email, {HAR00017746}, please, we will
 19 see it. Do you see that? There's the email. The
 20 specification is attached as one of the documents. Do
 21 you think you reviewed it?
 22 A. I couldn't say either way.
 23 Q. Right.
 24 A. At that time.
 25 Q. Well, let's turn to it and take it from there. It's

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1 {HAR00017762}. This is a document we looked at just
 2 before the break this afternoon, Mr Bailey. It's
 3 originally dated 15 January 2015. This one is
 4 revision B, 3 March 2015.
 5 We can see that the design of the infill panel at
 6 P1, just halfway down the column on the left-hand side,
 7 was to be formed of a 1.5-millimetre aluminium skin
 8 enclosing 25 millimetres of styrofoam. Do you see that?
 9 A. Yes.
 10 Q. Now, styrofoam, am I right, is a trading name for
 11 extruded polystyrene insulation material, otherwise
 12 known as XPS?
 13 A. I'm not aware of that, but I'm not doubting you.
 14 Q. Okay, you don't know that. Do you know who it was who
 15 specified XPS, extruded polystyrene, for use on
 16 Grenfell Tower?
 17 A. I think from other evidence I've seen there's some
 18 handwriting on this drawing and that's been identified
 19 as Mark Stapley, hasn't it?
 20 Q. Well, you're commenting on the evidence. Do you know
 21 from your recollection at the time who it was who
 22 specified XPS for use on Grenfell Tower?
 23 A. I wasn't aware of that at the time, no.
 24 Q. I see, okay.
 25 Kevin Lamb was asked this question, and I'll show

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1 you what he says. It's transcript {Day38/167:21} and
 2 following. He is asked by Ms Grange at line 21:
 3 "Question: Do you recall who told you that you were
 4 using products from Panel Systems?
 5 "Answer: Ben.
 6 "Question: Ben? You clearly remember that, do you?
 7 "Answer: Without a doubt, yes.
 8 "Question: How come you're so clear on that when,
 9 in relation to other discussions, you can't be sure who
 10 it was that told you?
 11 "Answer: Because he [that's you] was doing
 12 purchasing, and at the time what they would do is
 13 products would have to come from suppliers that they
 14 used so as they can get credits and what have you. So
 15 I remember asking Ben, 'Where are we getting these
 16 panels from?' He said, 'Go to Panel Systems'. There's
 17 no one else in the company at that point that -- or
 18 maybe Mark Stapley, but I know I didn't talk to Mark.
 19 "Question: You know you didn't talk to Mark?
 20 "Answer: Didn't talk to Mark Stapley, no.
 21 "Question: On your understanding, was it Ben who
 22 specified these panels for use?
 23 "Answer: He said we would go to Panel Systems.
 24 "Question: Right.
 25 "Answer: And all they offered were single-colour

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1 panels with a styrofoam core."
 2 I want to ask you head-on, Mr Bailey: was it you who
 3 specified these panels for use at Grenfell Tower?
 4 A. No.
 5 Q. Who was it?
 6 A. Mark Stapley.
 7 Q. You see, Mr Lamb is crystal clear in his recollection
 8 that it wasn't Mark Stapley, but it was you. Can you
 9 account for that?
 10 A. Mark ordered the panels, in January, I think.
 11 Q. Right. Do you know why he said, "Go to Panel Systems"?
 12 A. Yeah, that wasn't me.
 13 Q. You weren't there in early January or mid-January, we
 14 know that, but you had taken over as project manager by
 15 3 March, hadn't you?
 16 A. Yeah, I believe so.
 17 Q. Yes, and we can see from the 3 March email that you
 18 received this document. When you did, did you
 19 investigate how it came about that XPS had been
 20 stipulated as part of the spec?
 21 A. I didn't. I think they had already been ordered at that
 22 point.
 23 Q. Now, you say you didn't order from Panel Systems. My
 24 question was: why would Mark Stapley have told
 25 Kevin Lamb to go to Panel Systems or use a product made

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1 by Panel Systems as opposed to anybody else?
 2 A. I don't know.
 3 Q. Now, neither Panel Systems nor XPS as a material were
 4 contained in the NBS specification, or in the
 5 January 2014 Harley quotation. That's right, isn't it?
 6 A. Erm ... yeah, if that's what you're telling me, I don't
 7 know any differently.
 8 Q. When you reviewed the H92 part of the NBS spec and all
 9 the other parts that were to do with Harley's work
 10 package, did you see Panel Systems referred to?
 11 A. Yeah, I don't remember seeing Panel Systems.
 12 Q. Did you see extruded polystyrene, whether it's styrofoam
 13 or any other brand name referred to?
 14 A. I don't believe so.
 15 Q. Do you know why it was that a specific product such as
 16 Panel Systems or XPS wasn't in the NBS specification but
 17 is on the Harley spec that Mr Lamb created?
 18 A. I don't know.
 19 Q. Coming back to Mr Lamb's evidence where he says he's
 20 crystal clear that he didn't talk to Mark Stapley, it
 21 was you who said, "Go to Panel Systems", are you saying
 22 he's wrong about that in his recollection?
 23 A. I've got a different recollection. I don't think I even
 24 knew of Panel Systems at the time.
 25 Q. Now, if we can go back to the spec itself,

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1 {HAR00017762}, please, we can see P1, we looked at it
 2 before, it's just panels, with an outer skin, aluminium
 3 on both sides, and an inner core of 25 millimetres of
 4 styrofoam.
 5 Can you explain why there is no specific product
 6 referred to there, it just says "panels"?
 7 A. I can't explain that, no.
 8 Q. When you saw this document, what specific product did
 9 you think that was referring to, "P1 - panels"?
 10 A. Erm ... in terms of a specific product, I don't know.
 11 But I could deduce from that make-up it's an insulated
 12 sandwich panel, but in terms of specific products --
 13 Q. Right.
 14 A. -- I don't know.
 15 Q. Would you accept that, given there is no specification
 16 of a specific product here, it would make it that much
 17 harder to investigate that product's properties or
 18 performance, for example in relation to fire
 19 performance?
 20 A. I mean, I don't know if there is a specific, you know,
 21 brand name for those panels.
 22 Q. Well, let's look at the order process. Can you go,
 23 please, to {HAR00009695}, please. This is an email from
 24 Mark Stapley to you on 12 March 2015, so about a week
 25 and a half after the email which sends you revision B of

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1 the Harley spec which we've just looked at, and it
 2 simply attaches something, a pdf, and we can see from
 3 that document that that is a Panel Systems despatch
 4 note. Perhaps we can just have a look at it. It's
 5 {HAR00009696}, please. It's a despatch note or
 6 an invoice to Harley Curtain Wall to be delivered to
 7 CEP, you see that, and the product is Aluglaze panels,
 8 28 millimetres thick, specification: Aluglaze, and there
 9 you have the composition: external face 1.5 millimetres
 10 aluminium, core material: 25 millimetres styrofoam,
 11 internal face: 1.5 millimetres aluminium.
 12 We can see that the product is identified as
 13 Aluglaze. Is that the P1 material specified on the
 14 Harley spec?
 15 A. It appears to be.
 16 Q. Yes. Do you know why the Aluglaze as a product wasn't
 17 spelt out on the Harley spec by Kevin Lamb?
 18 A. I don't know.
 19 Q. Do you remember whether it was you who placed the order
 20 with Panel Systems that led to this despatch note or
 21 whether it was Mark Stapley?
 22 A. I believe it was Mark Stapley.
 23 Q. Were you aware that Aluglaze as a product also came in
 24 a fire resistant A1 rated version with a mineral fibre
 25 core?

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1 A. I don't think so.
 2 Q. Was Mark Stapley aware of that, do you know?
 3 A. I don't know.
 4 Q. Was there ever any discussion or any consideration for
 5 use of an Aluglaze A1 rated panel with a mineral fibre
 6 core for use at Grenfell Tower?
 7 A. I don't know.
 8 Q. Did you have any involvement at all in specifying this
 9 material or this product for use in this location on the
 10 building?
 11 A. I don't think so.
 12 Q. What was the purpose of Mark Stapley sending you the
 13 order note or the despatch note that he does, as we see,
 14 on 12 March 2015?
 15 A. Well, I can see it's going to CEP, who are the
 16 manufacturers of the windows that these were going into,
 17 because they were glazed in the factory, so I would
 18 gather from that it's to let me know that, you know,
 19 they're on the way, CEP can expect them.
 20 Q. Right.
 21 When you saw this document, and saw that the core
 22 material was styrofoam, did you have any thoughts about
 23 whether styrofoam was an appropriate material for use on
 24 a high-rise building above 18 metres?
 25 A. I don't remember my thoughts on this at the time.

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1 Q. Would you agree with me that such material was required
 2 to be of limited combustibility in order to be compliant
 3 with the Building Regulations?
 4 A. My knowledge then or my knowledge now?
 5 Q. Well, your knowledge then.
 6 A. I didn't have any -- I didn't have a view on it.
 7 Q. Did anybody at Harley seek any information from
 8 Panel Systems as to the fire performance of this
 9 product, this Aluglaze panel?
 10 A. I don't know.
 11 Q. Did you review any sales documentation about the
 12 properties of Aluglaze?
 13 A. No.
 14 Q. Do you accept that, given that styrofoam is not of
 15 limited combustibility, it should not have been
 16 specified for the P1 panel because it was going to be
 17 used above 18 metres?
 18 A. Sorry, could you repeat the question, please?
 19 Q. Let me break it down for you: do you accept that the P1
 20 panel, as we've seen, was part of the external surface
 21 of the building?
 22 A. No.
 23 Q. You don't accept that?
 24 A. Sorry, not part of the external wall.
 25 Q. I see. You say that the P1 panel is not part of the

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1 external wall. Why do you say that?
 2 A. So my current understanding of ADB, my current reading
 3 of it, is that windows and their inserts are not deemed
 4 as part of the wall.
 5 Q. That's your understanding now, but what was your
 6 understanding at the time? Did you think at the time
 7 that the P1 panel was part of the external wall
 8 construction?
 9 A. I didn't have an understanding of that at the time.
 10 Q. I see.
 11 Were you aware of the guidance at the time -- and
 12 I'm sorry to push this point, because I think I know
 13 what your answer will be, but I feel I should ask you
 14 anyway -- contained in appendix F of Approved Document B
 15 about insulating core panels where they are used for
 16 external cladding?
 17 A. No.
 18 Q. Can we talk about the P2 panel now. Can we go back to
 19 the Harley specification at {HAR00017762}. We can see
 20 now that, just below halfway down, the glazing P2 panels
 21 were the same outer core, 1.5 millimetres aluminium
 22 skin, but this time the core is 25 millimetres of
 23 Kingspan TP10 rigid insulation.
 24 Do you know who specified the Kingspan TP10 for use
 25 on Grenfell Tower?

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1 A. I believe that was Kevin.
 2 Q. Yes.
 3 Now, it wasn't on the NBS specification or indeed in
 4 the January 2014 Harley quotation either, was it?
 5 A. No.
 6 Q. Do you know why a specific product was not specified at
 7 that point of the design process?
 8 A. I don't know.
 9 Q. Again, would you accept that this was an insulating
 10 product for use in the external wall of the building, or
 11 do you say the same thing as the P1?
 12 A. Yeah, my answer's the same.
 13 Q. Right.
 14 Now, Kevin Lamb told us when he gave evidence last
 15 week that the reason why TP10 was specified for the P2
 16 panel at Grenfell Tower was because Panel Systems didn't
 17 manufacture their styrofoam panels in the correct
 18 colour. Was that your understanding?
 19 A. That's not something I've heard before.
 20 Q. Right. No. Just for the reference, that's
 21 {Day38/176:22}.
 22 You say that's something you hadn't heard before.
 23 Do we take it from that that you didn't have
 24 a conversation with Kevin Lamb about using Kingspan TP10
 25 as the inner core?

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1 A. Yeah, I don't recall these conversations.
 2 Q. If we go to {HAR00002477}, we can see that you placed
 3 an order with Panel Systems on 11 September 2015. This
 4 is an email from you on that day to Panel Systems, and
 5 it's addressed to someone called Neil:
 6 "Please see [purchase order] attached to replace the
 7 one placed under Harley Curtain Wall Ltd (now in
 8 administration)."
 9 The purchase order itself is at {HAR00000445}. Do
 10 you recognise that document?
 11 A. Yeah, I recognise that as --
 12 Q. Purchase order?
 13 A. -- one of the purchase orders, yes.
 14 Q. It was you who placed the order with Panel Systems, and
 15 then I think you wrote to them with an amended order
 16 after Harley Curtain Wall had gone into administration.
 17 A. Okay, yes.
 18 Q. Now, let's look at page 6 {HAR00000445/6} of that
 19 document, we can see that you attach a schedule, and
 20 it's "Schedule 3 - Curtain Wall", and we've got panel
 21 spec P2, P3, P4 and P5. Do you see that?
 22 A. Yes.
 23 Q. They are all, as you can see there, formed with
 24 aluminium skin on the outside, external and internal,
 25 and a 25-millimetre Kingspan TP10 in P2, P3 and P4, and

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1 in P5 a combination of WBP ply and Kingspan TP10.
 2 Do you know where that schedule came from, who
 3 compiled it?
 4 A. That would be me.
 5 Q. You compiled that, did you?
 6 A. Yes.
 7 Q. Right.
 8 Is what we see set out on that schedule what
 9 actually got delivered to site?
 10 A. I don't know, from seeing those kind of panels, I don't
 11 know if there's a way of identifying that.
 12 Q. Now, the Inquiry's experts found from their site
 13 inspections after the fire that the panels used at P2
 14 did not have, so far as they could see, a Kingspan TP10
 15 core, but rather a styrofoam core. If they're correct
 16 about that, can you explain that?
 17 A. As you can see from that, I ordered TP10, as I'm sure it
 18 says on the specification note, so I can't answer
 19 why ...
 20 Q. Well, let me show you a little bit more specifically.
 21 Can we please have up {BLAS0000008/62}, please. We can
 22 see at the bottom of 62, paragraph 8.10.41. There is
 23 the diagram, the window insert P2, and Dr Lane says:
 24 "The core material in the specification is not
 25 consistent with my observations from site, as shown in

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1 Figure 8.73. Although the drawings and specification
 2 indicate the material specified as Kingspan TP10 (PIR),
 3 the foam insulation observed on site was light blue
 4 which is consistent with the Styrofoam (extruded
 5 polystyrene) material as specified for the main infill
 6 panels (Aluglaze)."
 7 Then if you go a little bit further down page 63
 8 {BLAS0000008/63}, we will look at figure 8.73, please.
 9 At 8.73, you can see the 25-millimetre layer of
 10 styrofoam in the light blue core of the panel there, and
 11 the description under the figure:
 12 "Window insert insulating core panel removed from
 13 glazing system. Flat 10 Kitchen (however this window
 14 insert was present for every flat as per the Harley
 15 specification ..."
 16 Can you account for how it comes about that the P2
 17 panel contained a 25-millimetre layer of styrofoam as
 18 opposed to the TP10 Kingspan as stipulated or specified?
 19 A. I don't remember having any conversations with
 20 Panel Systems about them changing it, so beyond that, it
 21 would be guessing that they have changed it themselves.
 22 Q. When it arrived on site, did nobody check to make sure
 23 that what you had ordered was consistent with what was
 24 being delivered?
 25 A. So I think with the panels, we -- with the delivery note

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1 we looked at earlier on, they were going to CEP, so they
 2 were glazed into the majority of the window frames
 3 already that were fitted to the bulk of the tower.
 4 There were some smaller ones ordered, I think, later on
 5 in the job, they were delivered like that to site. In
 6 terms of why that was not identified, I don't know.
 7 I've also never seen Kingspan TP10, so I don't know if
 8 I'd have known what colour it was.
 9 Q. Did you ever do the exercise of comparing what was
 10 delivered on site by way of the P2 panels with what was
 11 specified in the purchase order we've seen?
 12 A. Erm ... I'm thinking about how you'd do that. I didn't
 13 check, but I don't know how you would check.
 14 Q. So you're saying you wouldn't know how to go about
 15 a check of a product between what's delivered and what's
 16 specified?
 17 A. Visually inspecting it, in terms -- the colour of the
 18 insulation I think would be a giveaway to someone who
 19 knew what colour styrofoam was versus TP10, is what I'm
 20 saying, and, you know, I didn't know the difference to
 21 look for.
 22 Q. Does that mean that you were entirely reliant on the
 23 manufacturer and supplier to deliver to site what was in
 24 the purchase order?
 25 A. I think it's an expectation that they'd do so.

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1 Q. Would that be normal in your admittedly limited
 2 experience as a project manager?
 3 A. Sorry, would what be normal?
 4 Q. Reliance on the manufacturer to deliver to site what was
 5 the subject of the order. Would it be normal to rely on
 6 a manufacturer without conducting any checks yourself?
 7 A. I think broadly speaking, yes. I mean, to my, you know,
 8 as you said, limited experience with styrofoam panels,
 9 I couldn't see a way to check the difference.
 10 I don't ...
 11 Q. So does that explain why you didn't make a check, you
 12 couldn't see a way to do it?
 13 A. I also, you know, wasn't looking out for ... to be
 14 deceived.
 15 SIR MARTIN MOORE-BICK: Mr Millett, is it part of your point
 16 that it could have been checked? Because I think the
 17 witness said earlier once these panels are glazed into
 18 the window assembly, you can't very easily see what the
 19 core is.
 20 MR MILLETT: I think my point is really more addressed,
 21 Mr Chairman, to the ones that arrived later separately.
 22 So let's just focus on that.
 23 Before I get there, in relation to the ones that are
 24 glazed into the window panel --
 25 A. Yes.

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1 Q. -- what you see from the purchase orders isn't a set of
 2 windows which includes composite elements including the
 3 P1 or P2 panel; you're actually ordering the P2 panels
 4 as a separate product, and we've seen that from the
 5 purchase orders. So I'm just trying to get to the
 6 bottom of how it comes about that, since you're ordering
 7 them as a separate panel, and indeed they're specified
 8 on the Harley spec as a separate product --
 9 A. Yes.
 10 Q. -- how come they're delivered in a way that means you
 11 can't check what it is you have ordered?
 12 A. As I understand it, the P1 and the P2 panels were
 13 installed into the frames in St Helen's at the CEP
 14 factory, that's where they were delivered to, and the
 15 order you showed me that I placed just now was for the
 16 curtain wall system on the lower floor. So with your
 17 reference to P1 and P2 panels, that's ...
 18 Q. You also said that there were some smaller ones ordered
 19 later on in the job delivered to --
 20 A. Yes.
 21 Q. -- site. Was there a way that you could check those,
 22 which weren't glazed into the window system, and look at
 23 the edges and compare the colour and feel of the
 24 material with TP10, the subject of the specification?
 25 A. I think -- yes, I think you -- as long as the edges

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1 aren't taped, and I don't remember if they were taped or
 2 not, you could physically, as you said, feel the texture
 3 and the colour. But as I said -- tried to say --
 4 I tried to make the point earlier on that that would
 5 rely on knowing the difference between the two products,
 6 and I didn't know the visual difference between the two
 7 products.
 8 Q. Right.
 9 Can I ask you to turn to the witness statement of
 10 a Mr Michael Roache. He is Panel Systems, and this is
 11 {PAN00000029/3}. He's asked a question at question 12,
 12 and he says:
 13 "The only conversation I had ..."
 14 I should tell you what the question is:
 15 "Did you discuss the suitability of an insulated
 16 panel with a core material of Kingspan TP10 with any of
 17 your colleagues at PSL? If not, why not? If so, please
 18 provide details of those discussions."
 19 His answer is:
 20 "The only conversation I had was to advise that TP10
 21 is not suitable as a core in a composite panel due to
 22 the manufacturing tolerance and uneven surface of the
 23 TP10. I recall discussing an alternative PIR insulation
 24 that was more suitable as a panel core."
 25 So, to your knowledge, was TP10 ever actually

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1 supplied at all as the core of panels by Panel Systems
 2 or do they all have a styrofoam core?
 3 A. I think -- well, I think from what we've seen, I think
 4 the reality is that they were supplied as a styrofoam
 5 core, as Dr Lane has suggested.
 6 Q. Yes, and he says, "The only conversation I had", was
 7 that conversation with you, do you think?
 8 A. I don't think so.
 9 Q. You don't recall a conversation with Michael Roache of
 10 Panel Systems?
 11 A. No.
 12 Q. Were you ever told that TP10 was not going to be used
 13 despite it being what was specified on the Harley
 14 specification?
 15 A. Not that I recall.
 16 Q. Did you ever communicate the change in product to anyone
 17 else within Harley?
 18 A. Not that I recall.
 19 Q. What about Rydon?
 20 A. Not that I recall.
 21 Q. What about Studio E, so far as you had contact with
 22 them?
 23 A. Not that I recall.
 24 Q. Is there a reason why that change was never
 25 communicated, even to anyone else in Harley, let alone

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1 Rydon or Studio E?
 2 A. As in change on the drawing or change --
 3 Q. Change in what was put on the building from what was
 4 ordered.
 5 A. I don't know.
 6 Q. Do I take it that you never sought or looked at the BBA
 7 certificate for these panels, or even whether there was
 8 one?
 9 A. I don't know if there was one.
 10 Q. Do you accept that you ought to have investigated
 11 whether this was an appropriate product? I say "this";
 12 the P2 panels as delivered for use on Grenfell Tower as
 13 a building over 18 metres in height.
 14 A. I mean, at the time the first panels were ordered,
 15 I didn't order them, it didn't occur to me at that time,
 16 and with the subsequent order that I had placed with the
 17 curtain wall and the lower floor windows, again, it's
 18 not a thought that came to my mind.
 19 Q. Do you accept that somebody at Harley should have
 20 checked whether or not the panels were suitable for use
 21 on a building over 18 metres in height?
 22 A. On my current understanding of ADB, I would probably say
 23 no, on the basis that the windows are excluded from the
 24 external wall, and that in the configuration that we had
 25 where it's a fully bonded thermoplastic core, you take

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1 the surface -- you can take the surface properties of
 2 the product as the performance of the product. That's
 3 my understanding now. So to answer your point, for use
 4 above 18 metres, on that take on it, no.
 5 Q. Right.
 6 Did you ever look at the BBA certificate for TP10?
 7 A. I did not.
 8 Q. Did you know that it was a warm roof insulation product?
 9 A. I did not.
 10 Q. Can I ask you to look at {HAR00020436}, please. This is
 11 an email from you to Panel Systems, 2 September 2015,
 12 and you say:
 13 "Hi Mike,
 14 "As discussed on the phone I am looking into ways of
 15 mounting an anti arson letterbox on a glazed-in panel in
 16 a curtain wall screen. As the letter box is fire proof,
 17 do you offer a non-combustible (Class '0') composite
 18 panel in a 28mm thickness (painted on both sides in a
 19 standard RAL colour) that I could fix the letterbox to?"
 20 Now, first of all, do you have any recollection of
 21 the telephone conversation which you're referring to
 22 here?
 23 A. Not the telephone call, no.
 24 Q. Was this in the context of the Grenfell Tower project at
 25 that time or possibly another project, early

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1 September 2015?
 2 A. No, this was Grenfell Tower, yes.
 3 Q. It was Grenfell Tower.
 4 Now, you say, "do you offer a non-combustible
 5 (Class '0') composite panel". Would it be fair to say,
 6 looking at that at the time, that you thought that
 7 class 0 meant that a product was non-combustible?
 8 A. Yeah, as I said earlier on about my misconception of
 9 class 0 and limited combustibility, yes.
 10 Q. Right, so you accept that was a misconception?
 11 A. Yes.
 12 Q. Is that because you now know that "class 0" and
 13 "non-combustible" are not equivalent terms?
 14 A. Yes.
 15 Q. Yes.
 16 Can you now be shown {HAR00002853}. This is
 17 a quotation from Panel Systems for a class 0 composite
 18 panel sent to you, dated 4 September 2015. You can see
 19 the date in the top right-hand corner, Mr Bailey. Do
 20 you see in big letters underneath your address:
 21 "Class 0 Composite Panel."
 22 And there is a quotation which follows below that,
 23 external face, and then:
 24 "Core Material:- 2 x 12mm Versafire."
 25 And then external and internal faces being aluminium

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1 in both cases.
 2 Did you know Versafire is an A1 rated
 3 non-combustible board? Did you know that?
 4 A. I know it as a cement sheathing board.
 5 Q. Did you know that at the time, that it was a cement
 6 sheathing board?
 7 A. That was my understanding, yes.
 8 Q. Right. So does that tell us that you were aware that
 9 Panel Systems could provide a fire resistant panel using
 10 a Versafire core?
 11 A. Erm ... I'm getting -- this has prompted a memory now,
 12 and I know I said I didn't remember a phone call with
 13 Michael, but it's prompting a memory now that when we --
 14 there was some discussion about it being not something
 15 that was usually asked for, and it was a head-scratcher
 16 for them, and now you've shown me this, I remember
 17 getting this quotation back.
 18 The fact that they've referred to it as a class 0
 19 composite panel, not an A1 composite panel, I think
 20 suggests this is a sort of custom solution.
 21 Q. As a custom solution, was there any discussion within
 22 Harley about whether this solution should be used
 23 instead of the P1 or P2 panels?
 24 A. No, because this was an enquiry we made specifically
 25 because of the anti-arson letterbox. When we were asked

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1 to price for it, I think I was told by Claire Williams
 2 from the council that it is a risk that they consider
 3 with letterboxes on their properties, that they are
 4 subject to arson attacks, and we were specifically asked
 5 to provide something like that, and I think we took it
 6 a step further forward in terms of the provision for the
 7 letterbox. But I think what followed on from this was
 8 the discussion from where I now know about the thinking
 9 behind the insulated sandwich panels when they're glazed
 10 into a system and taking the service rating of those
 11 products.
 12 Q. Did this quotation, "Class 0 Composite Panel", not cause
 13 you to reconsider whether the window infill panels with
 14 their styrofoam or TP10 cores were appropriate or should
 15 be replaced with this kind of composite panel?
 16 A. Not at all.
 17 Q. Why is that?
 18 A. It didn't ring any alarm bells.
 19 Q. Right. You didn't put two and two together and think,
 20 "Gosh, actually, perhaps we should be using that instead
 21 of these infill panels"?
 22 A. No, and I wasn't aware there was a problem with the
 23 other panels either.
 24 Q. Do you now accept that this is something you should have
 25 reconsidered, having been alerted to the existence of

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1 this custom product by Panel Systems?
 2 A. I mean, in hindsight, possibly.
 3 MR MILLETT: Mr Chairman, it's 4.30, and I have come to the
 4 end of a number of subtopics and a big topic, and I'm
 5 about to start a different topic altogether.
 6 SIR MARTIN MOORE-BICK: It would probably be better to start
 7 that tomorrow.
 8 MR MILLETT: I think it would.
 9 We have lost a little bit of time because of the
 10 technical difficulties and Mr Renteurs' problems this
 11 morning, but I hope we can make those up during the
 12 course of the day. But if not, we will revisit it
 13 tomorrow, if I may.
 14 SIR MARTIN MOORE-BICK: Yes. All right, thank you very
 15 much.
 16 Well, we will stop there for the day, Mr Bailey.
 17 I'm going to have to ask you to come back to answer some
 18 more questions tomorrow, please.
 19 THE WITNESS: Of course.
 20 SIR MARTIN MOORE-BICK: We will resume at 10 o'clock
 21 tomorrow morning, and please bear in mind, the
 22 temptation may be very strong when you are going home
 23 because you will see your father and others, but please
 24 don't talk about your evidence or anything to do with
 25 the subject matter of it over the break. All right?

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1 THE WITNESS: Of course.
 2 SIR MARTIN MOORE-BICK: Thank you very much. So if you go
 3 with the usher now, we will see you tomorrow morning.
 4 THE WITNESS: Thank you.
 5 SIR MARTIN MOORE-BICK: Thank you very much.
 6 (Pause)
 7 Thank you very much, 10 o'clock tomorrow, please.
 8 Thank you.
 9 (4.32 pm)
 10 (The hearing adjourned until 10 am
 11 on Tuesday, 22 September 2020)

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