



Grenfell Tower Inquiry

Day 119

April 22, 2021

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1 Thursday, 22 April 2021
2 (10.00 am)
3 SIR MARTIN MOORE—BICK: Good morning, everyone. Welcome to
4 today's hearing. We're going to start today by reading
5 in some important evidence from one of the BSR
6 witnesses, and when we've done that, we shall move on to
7 hearing further evidence from witnesses in person.
8 Mr Millett, you have some reading to do first.
9 MR SHAHID AHMED (evidence read into the record)
10 MR MILLETT: Yes, Mr Chairman, thank you. Good morning, and
11 good morning, members of the panel.
12 Mr Chairman, members of the panel, this is
13 a suitable moment to turn to the evidence of
14 Mr Shahid Ahmed. Mr Ahmed lived in flat 156 on floor 18
15 with his wife, Sayeda Ahmed. They moved into the tower
16 in 1992 and they became leaseholders of their property
17 in 1999.
18 Can I please ask for {IWS00001335} to be brought up
19 and displayed on the screen. This is the first page of
20 Mr Ahmed's Phase 2 statement. It runs to 138 pages.
21 Can I ask for the last page to be displayed, please,
22 page 138. We can see there that there is a statement of
23 truth, a signature, and the date, 23 January 2020. This
24 statement is accompanied by exhibits running to 194 in
25 number.

1

1 Mr Ahmed has also provided the Inquiry with
2 a supplemental statement responding to set questions
3 from the Inquiry. That is at {IWS00002369}. Can
4 I please have page 1 displayed. That is the first page
5 of Mr Ahmed's supplemental statement. If we go to
6 page 48 of that statement, we can see that it is dated
7 17 March 2021 and it bears Mr Ahmed's signature beneath
8 the statement of truth. This statement has two exhibits
9 to it, SA2/1 and SA2/2, and those are at {IWS00002367}
10 and {IWS00002368}.
11 I ask that both statements with all accompanying
12 exhibits be read formally into the Inquiry's record.
13 Now, on behalf of the Inquiry, at this point I would
14 like to record the Inquiry's thanks to Mr Ahmed for his
15 enormous effort and his assistance to the Inquiry. His
16 Phase 2 statement exhibits 194 documents, and he refers
17 to many more documents, in total some 536.
18 The Inquiry's understanding of the experiences of those
19 living in the tower, and Mr Ahmed's in particular, have
20 been most informed by his evidence.
21 As his supplemental statement provides further
22 clarification to issues that Mr Ahmed has raised in his
23 Phase 2 statement, I propose, Mr Chairman, to move
24 between these two statements so as to cross—refer to
25 relevant issues as appropriate.

2

1 I start with the background.
2 Can we start, please, with the Phase 2 statement at
3 page 4 {IWS00001335/4}, paragraph 13. Now, at
4 paragraph 13, Mr Ahmed says this, under the heading
5 "Grenfell Tower Leaseholders Association (GTLA)":
6 "I spent many years campaigning as the founder and
7 chair of Grenfell Tower Leaseholders Association (GTLA)
8 for better and safer conditions at Grenfell Tower.
9 I founded GTLA in 2010 (SA/11). The main reason
10 I decided to create a formal Leaseholders' Association
11 in 2010 was that I thought we needed one voice."
12 Now could I go, please, to page 5 {IWS00001335/5},
13 at the top of that page, where he continues:
14 "There were 12 leaseholder members of GTLA. In
15 a document created in about October 2010 which I still
16 have [and he then exhibits] I set out the roles for the
17 officers of GTLA at that time. I was the Chair and
18 Tunde Awoderu was the vice—chair. Keith Mott was the
19 secretary and treasurer. I recall that there were some
20 other leasehold flats in the building, but they were
21 owned by a housing association who refused to join."
22 Can I please have paragraph 17 at page 7 next
23 {IWS00001335/7}. He explains:
24 "The GTLA was officially recognised on
25 5 January 2011 in an email from Jane Clifton (KCTMO

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1 Executive Office Manager) to Keith Mott ..."
2 He exhibits that. That was an email from
3 Jane Clifton at that exhibit.
4 He then refers in some detail to the complaints
5 process, and can we go to page 10 in this witness
6 statement {IWS00001335/10}, please, paragraph 25.
7 Underneath the heading "TMO Complaints Procedure"
8 Mr Ahmed says this:
9 "Whenever I had a problem that I wanted to raise
10 with the TMO, I would be told to direct it through their
11 Complaints Procedure. Peter Maddison (KCTMO Director of
12 Assets and Regeneration), Sacha Jevans, Laura Johnson
13 and Robert Black in particular all told me to use the
14 official process. I thought that the complaints
15 procedure was a way for the TMO to be judge, jury and
16 executioner. It essentially let them judge themselves.
17 Their strategy was to refer me to the complaints
18 procedure and exhaust GTLA. I felt that their replies
19 never gave sincere attention to GTLA's serious and grave
20 concerns in Grenfell Tower. The complaints I made never
21 achieved anything. That was why I repeatedly requested
22 that Grenfell Tower be subjected to an independent
23 Health and Safety review in 2017 — because I did not
24 trust the TMO to review themselves. It is also why
25 I always emailed RBKC and TMO officers and Councillors

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1 directly , rather than use the complaints procedure."
 2 I can stop there.
 3 If we move on, please, down the page to paragraph 26
 4 {IWS00001335/11}, Mr Ahmed continues:
 5 "From the witness statements of RBKC and TMO it is
 6 now clear that there was a difference between the TMO
 7 complaints procedure and a member's enquiry. This was
 8 never explained to GTLA in all the years it was active.
 9 I would always copy Councillor Blakeman and others into
 10 emails for the reason that I had no faith in the TMO
 11 complaints procedure."
 12 Can we please go to the supplemental statement
 13 {IWS00002369/2}. It's useful at this point to
 14 cross—refer to his supplemental statement, and on page 2
 15 there is the question at the top under (a):
 16 "Were you ever provided a copy of the TMO Complaints
 17 Policy ...?"
 18 His answer at paragraph 5:
 19 "This is the first time I have seen the TMO
 20 Complaints Policy [then he gives the reference] during
 21 my twenty—five years at Grenfell Tower."
 22 Turning to the topic, then, of complaints.
 23 As Chair of the GTLA, Mr Ahmed raised a number of
 24 complaints with the TMO. Some of these, which are
 25 addressed in Mr Ahmed's Phase 2 statement, come within

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1 the scope of fire safety related complaints.
 2 First , the impact of the 2010 fire.
 3 The first of the concerns relates to a fire in the
 4 tower in April of that year, 2010. It resulted in the
 5 spread of smoke over a number of floors in the building
 6 and injury to three residents , including to Mr Ahmed's
 7 wife. Mr Ahmed sets out the complaints and the
 8 correspondence that followed that fire in paragraphs 35
 9 to 58 of his Phase 2 statement at pages 14 to 22.
 10 If we go to that statement and go to page 14 itself
 11 {IWS00001335/14}, I'd like to look at paragraph 35.
 12 This is underneath the heading "Concerns about
 13 fire safety: The fire in 2010":
 14 "As Chair of GTLA I was instrumental in campaigning
 15 about fire safety at Grenfell Tower. The fire in
 16 April 2010 was the first major warning to me that
 17 residents' lives might be in danger. My wife's injury
 18 made this a particularly distressing incident for me and
 19 my family, and it had a huge impact on how I saw health
 20 and safety at Grenfell Tower. It was so difficult to
 21 make RBKC and the TMO take any responsibility, and even
 22 after they admitted liability , I was sure that they were
 23 not taking the risk of another fire seriously . I was
 24 not just looking for money for myself and my wife, I was
 25 scared for all of the residents . Even after we won our

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1 personal case against RBKC, I continued to demand
 2 an explanation and better fire safety standards for
 3 years afterwards."
 4 Next, the AOV, as a topic.
 5 If we go to paragraph 37 of this statement, a little
 6 bit lower down the same page, page 15 {IWS00001335/15},
 7 he says this:
 8 "I attach the Report of Attendance by London
 9 Fire Brigade, issue date 22 December 2010 ... I obtained
 10 this through my lawyer and paid £90 for the report. The
 11 report says the Firefighting Lift was not working due to
 12 'poor maintenance'. The smoke extraction/ventilation
 13 system on the same floor as the fire did not contain the
 14 fire because of a fault in the system."
 15 Mr Ahmed then goes on in subsequent paragraphs here
 16 to detail the correspondence that followed between
 17 himself and GTLA and the TMO over the fault in the AOV
 18 system. He also goes into detail in his supplemental
 19 witness statement.
 20 Can we look at that supplemental statement, page 28,
 21 {IWS00002369/28}, please. The discussion begins at
 22 paragraph 93, but we can pick it up at paragraph 95 on
 23 the screen here, where he first refers to the LFB's
 24 report into the 2010 fire. Then he says this:
 25 "Because I had this report, I did not trust the

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1 information that the TMO provided to me, whether in 2010
 2 or afterwards. Daniel Wood said in a letter dated
 3 20 August 2010 that there was a minor fault with the
 4 smoke vents and that the seals on the vents did not
 5 close tightly , allowing smoke to seep out on higher
 6 floors above the fire ... This made it sound like
 7 a short—term problem. However, I did not understand how
 8 a minor fault could result in heavy smoke travelling
 9 from the sixth floor to the fifteenth . I thought that a
 10 defect such as this should be considered a major fault,
 11 and I said as much in a letter addressed to Daniel Wood
 12 and Robert Black dated 3 September 2011 ... I have now
 13 seen an email from Spencer Sutcliffe (Kensington and
 14 Chelsea Fire Safety Team Leader) to Janice Wray in which
 15 he describes the incident as a 'catastrophic failure of
 16 the system' ... "
 17 If we move down to paragraph 97, please, on the same
 18 page, he says this :
 19 "In a letter to my wife's solicitors dated
 20 14 April 2011, RBKC admitted 'on the date of the fire
 21 for which we are concerned the fire detection system
 22 which was in place at Grenfell Tower was defective.' ...
 23 I knew from this that the system was faulty and I was
 24 never told that it was working again."
 25 Can we then please turn to page 30 in this same

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1 supplemental statement {IWS00002369/30}. It is the case
2 that GTLA's correspondence with the TMO about the AOV
3 smoke vent system spanned a significant period of time.
4 In this statement, his supplemental statement, as we see
5 at item 14, Mr Ahmed was asked about the TMO's response
6 to a GTLA complaint in January 2015 that the system had
7 not been replaced. Peter Maddison told GTLA that the
8 system was "beyond economic repair", and that's
9 something that we will be examining in the documents
10 later on in this module.

11 Mr Ahmed was asked the question at 14(a) on the
12 screen:

13 "What did you understand Peter Maddison to mean when
14 he said the system was 'beyond economic repair'?"

15 His answer at paragraph 101 was this:
16 "I understood this to mean that the system needed
17 immediate replacement. My experience was that it was
18 very rare for Peter Maddison to admit that anything was
19 wrong or was the TMO's fault, so if he admitted this, it
20 must be serious."

21 At paragraph 102, Mr Ahmed continues:
22 "The smoke vents were situated only metres from my
23 front door and, after the fire in 2010, I was constantly
24 worried about it and it gave me many sleepless nights.
25 The AOV system was part of the Health and Safety

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1 equipment. I cannot understand how anyone with a sense
2 of responsibility and with a duty of care could possibly
3 leave it unattended or in disrepair for a period of
4 five years."

5 The next topic is front doors to leasehold flats.
6 If we go to his Phase 2 statement, {IWS00001335/54},
7 please, I should just particularly identify
8 paragraph 160 on that page, where Mr Ahmed says that he
9 was concerned about communal doors not being fire-rated
10 or self-closing, and says that nobody paid any attention
11 to that. He makes that observation in relation to TMO
12 health and safety committee minutes, not in relation to
13 GTLA actions.

14 If we go, please, to page 33 of this statement
15 {IWS00001335/33}, beginning at paragraph 90 under the
16 heading "Leaseholder Doors", and going on to
17 paragraph 105 at page 37 {IWS00001335/37}, some four
18 pages later, that contains his discussion of the issue
19 of front doors of flats owned by leaseholders.

20 If we go back to paragraph 90 on page 33
21 {IWS00001335/33}, he says this:
22 "Fire-rated flat doors were a big concern for
23 leaseholders, because there was so much uncertainty as
24 to whether we needed to replace our doors and whether we
25 might be prosecuted if we failed to do so."

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1 At paragraph 93 on page 34 {IWS00001335/34}, he says
2 this:

3 "On 13 June 2011 GTLA wrote to Abi Acosta (KCTMO
4 Project Manager of Assets, Investment & Engineering) in
5 reference to a letter regarding the door replacement
6 programme ... This letter was sent by KCTMO to the
7 tenants of Grenfell Tower but not to the leaseholders.
8 It stated that 'following our recent Fire Risk
9 Assessment Surveys it has been identified that your door
10 requires upgrading to meet our current standards'. The
11 GTLA was concerned that the leaseholder doors would also
12 need replacing in order to meet standards."

13 At page 35 {IWS00001335/35}, if we can turn the
14 page, please, and go to paragraph 100 at the bottom of
15 the page, Mr Ahmed continues:

16 "On 11 October 2012 I and the other leaseholders
17 received a letter from KCTMO regarding flat entry
18 doors ... This explained that my flat entrance door was
19 demised to me and that it was therefore my
20 responsibility to ensure my flat entrance door was fully
21 compliant with fire safety regulations. We were told
22 that we may be required to provide evidence that our
23 doors were compliant, and that 'legal proceedings will
24 be taken against you if your flat entrance door does not
25 meet the standards described above'."

11

1 There then followed further correspondence, but if
2 we jump forward a little bit to paragraph 104 on page 36
3 {IWS00001335/36}, the next page, we see what he says
4 there:

5 "On 13 February 2013, we received confirmation from
6 Paul Dunkerton that 'the doors currently installed
7 provide sufficient fire resistance' ... This was
8 eight months after GTLA made an enquiry to KCTMO
9 regarding leaseholder doors ... had we been told
10 immediately that all our doors were compliant, we would
11 have been spared months of worry and anxiety."

12 Continuing at paragraph 105, he says:

13 "In Janice Wray's witness statement at paragraph 28
14 she says 'If a leaseholder asked their door be assessed
15 and were willing to provide access, we would instruct
16 Carl Stokes to attend, inspect and complete a report on
17 the compliance of that particular flat's door and the
18 leaseholder was provided with a copy'. This is not
19 correct. We were never informed that we could request
20 our door to be assessed. We were only threatened with
21 action if we did not ensure that our doors were
22 compliant."

23 The next topic is fire risk assessments.

24 Can I go, please, in the same statement to
25 paragraph 136 on page 46 {IWS00001335/46}. We can see

12

1 here that Mr Ahmed says this:
 2 "GTLA was very concerned by the fire safety risk.
 3 We obtained a copy of the Fire Risk Assessment from
 4 20 November 2012 ... which indicated failures with
 5 regard to testing and maintenance. Carl Stokes (Fire
 6 Risk Assessor) observed that he had not seen test
 7 certificates to confirm regular checks on the emergency
 8 lighting and fire alarm systems, the dry riser, fire
 9 fighter lifts and hose reels. The Assessment noted that
 10 'there have been no fires in this building within the
 11 last 2 years, there was a minor arson incident in
 12 July 2010, nobody was hurt'. If this is referring to
 13 the fire on 30 April 2010, then there is a clear
 14 inconsistency with the LFB report, which recorded three
 15 people as [injured] ..."
 16 We can cross—refer this evidence to a question which
 17 the Inquiry asked Mr Ahmed to address in his
 18 supplemental statement, and which we can see at
 19 paragraph 110, and that is at {IWS00002369/33}. The
 20 question just above paragraph 110 is:
 21 "Were you aware that fire risk assessors carried out
 22 Fire Risk Assessments of the Tower at regular
 23 intervals?"
 24 Mr Ahmed's response is at paragraph 110. He says:
 25 "I did not know that this was a regular assessment."

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1 Despite all the emails I sent over the years about
 2 fire safety the TMO did not think to tell me that there
 3 were regular Fire Risk Assessments at Grenfell Tower."
 4 Then the next question:
 5 "Were you aware that, as a resident, you could
 6 request a copy of the fire risk assessments for the
 7 Building?"
 8 "111. I was not aware that I had a right to request
 9 an FRA and no—one ever told me this. The 2012 FRA that
 10 I did obtain stated exactly the opposite: 'You do not
 11 have to give a copy of your risk assessment to anybody,
 12 not even the fire authority, if you do give them a copy
 13 this could be used against you at a later date' ..."
 14 That is a quotation from the 2012 FRA.
 15 The panel will note paragraph 112, a little bit
 16 lower down, which answers the Inquiry's question:
 17 "How did GTLA obtain a copy of the 2012 Fire Risk
 18 Assessment referred to at paragraph 136 of your Phase 2
 19 statement ...?"
 20 Answer at paragraph 112:
 21 "Francis O'Connor sent me a copy of this FRA by
 22 email ... I don't know how Francis obtained it but
 23 possibly it was by an FOI request; he was very good at
 24 that sort of thing."
 25 Next, lifts.

14

1 Can we go back to the Phase 2 statement at page 51
 2 {IWS00001335/51}, please, and let's look in that at
 3 paragraph 151. He says this:
 4 "I now turn to the lifts. GTLA had complained about
 5 the lifts on numerous occasions. The lifts used to be
 6 out of order almost every week and people used to get
 7 stuck in there all the time. I got stuck in there once
 8 although I don't remember the exact details. There is
 9 an alarm inside the lift for when you get stuck.
 10 I think I pressed it and it took a long time for someone
 11 to open the door and get me out. In the email to
 12 Councillor Blakeman and others dated
 13 29 September 2016 ... I referred to the fact the lifts
 14 were replaced in 2005. I suggested that the overuse and
 15 misuse of the lifts by Rydon during the refurbishment
 16 was the cause of the current breakdowns and
 17 malfunctions. The lifts were on their last legs despite
 18 only being replaced ten years previously. I recall
 19 having to pay about £5000 in service charges when they
 20 were last replaced in about 2005. The lifts were
 21 malfunctioning and breaking down all the time in the
 22 period immediately before the fire."
 23 He then gives evidence about the tenant handbook,
 24 and I would just cross—refer here to the third statement
 25 of Janice Jones at {TMO00900052}, where she says that

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1 the stockpile of residents' handbooks ran out in 2008 or
 2 2009, and that's at paragraph 22 and paragraph 9.
 3 Mr Ahmed says this on this page at paragraph 155
 4 {IWS00001335/52}, if we scroll down, please. He says:
 5 "There was a lack of information and communication
 6 with KCTMO. One particular issue that I complained
 7 about on a number of occasions was that there was no
 8 Tenants' Handbook."
 9 He goes on to say:
 10 "... in actual fact there wasn't one."
 11 Then he continues at paragraph 156 {IWS00001335/53}:
 12 "On 6 October 2016 I emailed Millicent Williams
 13 (KCTMO Neighbourhood Officer) asking for a copy of the
 14 Tenant's Handbook ... Her response dated 24 October 2016
 15 was that she was unable to provide me with a copy of the
 16 Handbook because it was under review and that it should
 17 be available for distribution in early 2017. I emailed
 18 back on 6 November expressing my surprise and asking why
 19 they didn't have such a Handbook and how they could
 20 manage thousands of homes without one ...
 21 Millicent Williams emailed back on 23 November saying
 22 she would speak to the Leasehold team. However, I never
 23 received a response and, as far as I am aware there was
 24 no Tenant's Handbook at the time of the fire in
 25 June 2017, contrary to what Robert Black says in his

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1 witness statement at paragraph 174.”
 2 The next topic is gas supply.
 3 Another issue that the GTLA raised, as we’ve heard
 4 from Mr Chapman, who gave evidence, was that of gas pipe
 5 installation . Mr Ahmed addresses this topic at
 6 paragraphs 166 to 209 in his Phase 2 statement at
 7 pages 56 to 73 respectively.
 8 Can we go to the Phase 2 statement, please, which is
 9 this one, and go to page 56 {IWS00001335/56}, three
 10 pages on, and let’s look at paragraph 166, under the
 11 heading “Concerns about fire safety: Gas supply”. He
 12 says:
 13 “After the regeneration project was completed,
 14 I moved back into Grenfell Tower in April 2016. It
 15 wasn’t long before my safety fears came back. In
 16 March 2017, I became concerned about an exposed gas pipe
 17 being installed through the main staircase and asked the
 18 TMO for proof that it had a health and safety
 19 certificate . The TMO would only tell me that they had
 20 limited control over National Grid, who were installing
 21 the gas pipe, and I got the impression that without my
 22 complaint they would not have even realised there might
 23 be a problem. I do not know whether the pipe was made
 24 safe by the time of the fire , but I do know that the TMO
 25 refused my requests to appoint an independent health and

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1 safety expert to investigate the safety risks in the
 2 building. I can hardly believe that the TMO were so
 3 dismissive of residents’ worries about fire safety in
 4 the weeks and months before the fire on 14 June 2017.”
 5 Mr Ahmed also discusses in his statement the efforts
 6 made by GTLA to obtain an independent inspection of the
 7 gas pipe installation . That’s at page 62
 8 {IWS00001335/62}. If we can go to paragraph 180 on
 9 page 62, please, he starts by saying this :
 10 “In an email dated 28 March 2017 ... Sacha Jevans
 11 again refused to assist with hiring an independent
 12 inspector. The TMO knew very well that the residents
 13 could not afford to hire an independent expert without
 14 assistance. We were completely reliant on the TMO’s
 15 good will, and because they would not seek an outside
 16 opinion we only had whatever they told us, which we did
 17 not trust. In fact I did ask GTLA members if they would
 18 fund an audit of Grenfell Tower by a Health & Safety
 19 expert but not surprisingly they were not prepared to
 20 pay for the cost of this.”
 21 Mr Ahmed then continues in that paragraph and over
 22 the next few paragraphs to explain how GTLA reported its
 23 concerns to RBKC and the TMO and its board.
 24 If we can go to page 70 {IWS00001335/70}, we can
 25 pick this topic up at paragraph 203. There we see that

18

1 Mr Ahmed says this:
 2 “I told everyone I could think of regarding my
 3 concerns including RBKC Councillors, Councillors in
 4 other areas who were part of the ‘tri –borough’ grouping,
 5 RBKC officers and TMO officers, and even
 6 Victoria Borwick MP. Councillor Marshall and even
 7 Judith Blakeman had reservations about why I was sending
 8 these emails to so many recipients. I was doing so out
 9 of frustration , because it was abundantly clear to me
 10 that just emailing the TMO would do no good. I was also
 11 concerned that the TMO had a free hand to do whatever
 12 they liked , so I was hoping to find someone who could
 13 force them to take action.”
 14 We then come to the topic of individual complaints.
 15 Mr Ahmed, in his statement, has also dealt with
 16 a number of complaints in relation to his own home. He
 17 deals with those at paragraphs 210 to 216 on pages 73 to
 18 75 of this, his Phase 2 statement. It’s useful to read
 19 two particular paragraphs from that section.
 20 Can we please go to page 73 in this same statement
 21 {IWS00001335/73} and look at paragraph 210. He says
 22 this :
 23 “As well as my work on behalf of GTLA there were
 24 many occasions when I needed to complain to KCTMO and
 25 Rydon about issues in my own flat. When we bought the

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1 flat in 1999 it was still largely in its original
 2 condition. The front door, windows and internal doors
 3 were all, as far as I am aware, the original ones.
 4 I got the same response with regards to my own flat as
 5 when I complained on behalf of GTLA — the TMO would
 6 reply late or not at all , pass me around various members
 7 of staff and often found no effective solution . The
 8 real problem with Grenfell Tower was not the age or
 9 state of the building , it was the attitude of RBKC and
 10 the TMO.”
 11 Then at paragraph 212 {IWS00001335/74}, he says:
 12 “There was a TMO out of hours service, but it was
 13 not very helpful . When there was a problem, such as no
 14 running water, there was an out of hours number that
 15 residents could call . They always asked if it was
 16 a problem in the whole building, because if it was just
 17 my flat then I would have to deal with it myself.
 18 I would always get the response that I was the first
 19 person to call . This is a tactic that the TMO used
 20 every time I called the out of hours service.”
 21 Finally , Mr Chairman, I want to refer to the topic
 22 of consultation.
 23 Can we go in this statement back to page 23
 24 {IWS00001335/23}, please, and let’s look at
 25 paragraphs 59 to 60. 59 is a long paragraph, and in it

20

1 Mr Ahmed says that he was frustrated that there was not
2 more resident consultation.
3 One of the questions that the Inquiry asked Mr Ahmed
4 to address in his supplemental statement was whether he
5 or the GTLA were ever asked to join a residents' group
6 or committee to represent residents' interests during
7 the refurbishment.
8 I should just show paragraph 60 of this statement
9 {IWS00001335/24} before I leave this statement to go to
10 the supplemental. At paragraph 60 it's important to
11 read this out, I think:
12 "I felt that the meetings and newsletters were a PR
13 exercise and that the TMO had no real interest in what
14 residents wanted. It was also disappointing that the
15 start of building work kept being pushed back. When the
16 work did eventually begin and after it was completed,
17 I was still exchanging emails with members of the TMO to
18 sort out issues such as the location of the HIU and my
19 windows. The whole process was stressful and ultimately
20 disappointing."
21 Now, if we go then to the supplemental statement at
22 {IWS00002369/16}, we see Mr Ahmed's response at
23 paragraph 59 to the question about residents' groups or
24 committees, and he says this:
25 "I was not invited to join such a group or committee

21

1 during the refurbishment either in a personal capacity
2 or as the Chair of GTLA. From the witness statements
3 and documents that have been disclosed by the TMO, it is
4 clear to me now that I was deliberately excluded from
5 the consultation process."
6 Mr Chairman, that is all I propose to read from
7 Mr Ahmed's Phase 2 statements.
8 As the panel will appreciate, he has provided a very
9 lengthy Phase 2 statement and a supplemental statement
10 answering the Inquiry's specific questions. Can
11 I repeat at the end now what I said at the beginning,
12 and that is that the Inquiry would like to express its
13 deep thanks to Mr Ahmed for the time that he has devoted
14 to the preparation of both of these detailed and clear
15 statements, which has deeply informed our understanding
16 of the Module 3 issues.
17 SIR MARTIN MOORE-BICK: Yes. Well, thank you very much,
18 Mr Millett. As you say, we have the statements provided
19 by Mr Ahmed, and also the documents that he has
20 exhibited, which of course we shall consider very
21 carefully when we come to make any findings.
22 MR MILLETT: I'm very grateful, Mr Chairman, thank you.
23 Mr Chairman, I'm now going to leave the lectern and
24 turn it over to Mr Kinnier for him to examine the next
25 witnesses. I think there needs to be a short break.

22

1 SIR MARTIN MOORE-BICK: Yes. Perhaps we don't need to
2 retire while that happens.
3 MR MILLETT: You don't, no.
4 SIR MARTIN MOORE-BICK: Very well. We'll just sit here and
5 wait for that to happen, thank you.
6 (Pause)
7 MR KINNIER: Sir, panel members, good morning. May I call
8 Mr David Noble.
9 SIR MARTIN MOORE-BICK: Yes, thank you.
10 MR DAVID NOBLE (affirmed)
11 SIR MARTIN MOORE-BICK: Thank you very much. Do sit down,
12 make yourself comfortable.
13 THE WITNESS: Thank you.
14 SIR MARTIN MOORE-BICK:
15 Questions from COUNSEL TO THE INQUIRY
16 MR KINNIER: First of all, would you mind confirming your
17 name.
18 A. Yeah, it's David Noble.
19 Q. Thank you very much for coming to give evidence today to
20 assist the Inquiry, it's much appreciated.
21 My questions are intended to be short and simple,
22 but if you have difficulty understanding anything I have
23 to say, please say so and I'll rephrase it or repeat it.
24 Also, would you mind keeping your voice up when
25 you're giving evidence.

23

1 A. Yeah.
2 Q. It's so the transcribers have a clear account of what
3 you say.
4 Now, you have provided three statements for
5 the Inquiry; is that right?
6 A. Yeah.
7 Q. We will refer to the statements which will appear on the
8 screen in front of you. The first one is dated
9 14 December 2018, which is at {TMO00000884}. The second
10 statement is dated 6 March 2020, which is at
11 {TMO00869574}. The third and final one is dated
12 24 February 2021, which is at {TMO00899669}.
13 Have you read all of those statements recently?
14 A. Yes.
15 Q. Can you confirm that the contents of each of those
16 statements is true to the best of your knowledge and
17 belief?
18 A. It is, yeah.
19 Q. Thank you.
20 First of all, Mr Noble, may I ask you questions
21 about your role at the TMO.
22 A. Yeah.
23 Q. If we go back to your first statement, which is at
24 {TMO00000884/1}, at paragraph 3 you say there:
25 "I was initially employed by TMO in the role of

24

1 Equality and Diversity Officer then as a Policy and
2 Diversity Advisor. The latter role covered policy work
3 including matters such as worklessness. My policy
4 advice was relevant to residents not staff."

5 Can you explain what your job at the TMO entailed on
6 a day-to-day basis, first of all?

7 A. There was never really consistent jobs the same
8 day-to-day, so — but it would be advising parts of the
9 business on a range of matters related to equality and
10 diversity work, also things like worklessness, that
11 sort of thing. Generally I would be helping out
12 across — did a lot of work with the resident engagement
13 team, helping out with bits and pieces, helping out with
14 policy work for my manager and all sorts of various
15 things. So nothing ever consistent. I didn't have
16 a day-to-day, "Do this this time, this time, this time",
17 so it was quite a varied role. But predominantly it was
18 an advisory role. That part of it really was about
19 providing advice.

20 Q. Thank you.

21 When you say that your policy advice was relevant to
22 "residents not staff", what do you mean by that?

23 A. I mean I wasn't advising the HR department on equality
24 and diversity issues related to the staff, it was in
25 terms of the delivery of the service to the residents.

25

1 Q. What training on equality and diversity did you receive
2 for your role at the TMO?

3 A. Whilst I was at the TMO, I think I probably had —
4 I don't know that I did any specific E&D related courses
5 there, but I had, you know, several years of experience
6 doing equality and diversity work before I —

7 Q. When you say several years, how many?

8 A. I think it was about ten.

9 Q. Thank you.

10 Now, if we can now turn to look at the equality and
11 diversity training that was provided during your time at
12 the TMO.

13 First of all, could I ask you to look at
14 {TMO00878673}. Now, this is a PowerPoint presentation
15 entitled "Equality and Diversity", and it bears your
16 name there.

17 First of all, did you prepare this presentation?

18 A. Yes.

19 Q. How often did you provide this type of training to TMO
20 staff?

21 A. This was as part of the induction process, so for new
22 members of staff. We would do it maybe up to three or
23 four times a year.

24 Q. Was there an intention that all members of staff would
25 receive this training?

26

1 A. Not necessarily this training.

2 Q. And who would receive this training —

3 A. So this was for new starters.

4 Q. Thank you.

5 Now can I turn to a separate document, which is
6 a TMO board meeting paper from 15 September 2011, and
7 that can be found at {TMO00848055}. Now, there's the
8 front paper.

9 If we could turn to page 26 {TMO00848055/26}, that
10 is the cover page for agenda item 4, which was an
11 equality and diversity paper which was presented to the
12 TMO board.

13 Now, if we could turn over the page to page 27
14 {TMO00848055/27}, we can see in the bottom box that you
15 were noted as the author of that paper. Was that
16 correct?

17 A. Yes.

18 Q. Thank you.

19 Now, if we could move forward in this document to
20 page 33 {TMO00848055/33}, you will see there at the
21 bottom of the page the heading "Equality Impact
22 Assessments", and paragraph 2.6.1 says this:

23 "Equality Impact Assessments ... are a tool that
24 allows us to assess whether the way we deliver
25 a particular function or operate a policy is likely to

27

1 have an impact on different equality groups. Where
2 a negative impact is identified, we can then put in
3 place actions to reduce or remove the impact."

4 If we could turn over the page {TMO00848055/34},
5 2.6.2:

6 "We will carry out an EqIA on all new policies and
7 procedures as they are developed, and review them after
8 a year."

9 First of all, what did you mean there by different
10 equality groups?

11 A. So those would have been the equality groups defined
12 under the Equality Act, so there's protective
13 characteristics, of which there are nine.

14 Q. What was the purpose of the equality impact assessments
15 themselves?

16 A. Well, as it said in that previous paragraph, in 2.6.1,
17 it was about making sure that the way we were delivering
18 our services wasn't having a negative impact on any
19 particular group, so that everybody was able to access
20 those services and we were able to make sure that we
21 were delivering those services to all groups and all
22 residents.

23 Q. And to what extent did the impact assessments influence
24 the development of policies and procedures, particularly
25 in the area of health and safety?

28

1 A. I don't know that we did — I couldn't tell you exactly
 2 whether we did them on those health and safety policies
 3 at the time. So directly, not necessarily. But that's
 4 not to say that those things weren't taken into account
 5 when they were drafted in the first place.
 6 Q. Okay.
 7 Now, who did you assume would be carrying out the
 8 impact assessments when you drafted this paper for the
 9 board?
 10 A. I would assume that it would have been the person that
 11 was doing the policy.
 12 Q. So, for example —
 13 A. Because they were the subject expert really on that
 14 particular area, and they would —
 15 Q. Let's take a particular example. When looking at the
 16 fire safety strategy, for example, it would be the
 17 person responsible for that strategy who would carry out
 18 the equality impact assessment?
 19 A. Yes.
 20 Q. After its adoption by the board, were TMO employees
 21 instructed that an equality impact assessment was
 22 required for all new policies and procedures?
 23 A. I don't remember specifically, but I would have assumed
 24 that they were. Well, not all employees, no, but those
 25 that were likely to be doing policy work or writing new

29

1 policies would have been.
 2 Q. Can you remember specifically whether the health and
 3 safety team generally, or Janice Wray in particular,
 4 were informed about the new requirement for impact
 5 assessments?
 6 A. I can't remember that specifically.
 7 Q. If people were informed, would they usually have been
 8 informed in writing, for example by email, or would it
 9 be verbally?
 10 A. I would have thought it would probably have been
 11 verbally via — so it would have — this policy would
 12 have been through — would have gone up to the board via
 13 senior management team, so they would have known about
 14 it at that point. So that's when the sort of
 15 dissemination would have started.
 16 Q. And it would have been from that level that the
 17 instruction would have been communicated down; is that
 18 a fair assumption?
 19 A. I would have said so, yes.
 20 Q. Were arrangements put in place to monitor whether impact
 21 assessments had in fact been carried out in relation to
 22 new policies and procedures?
 23 A. They were supposed to be sent back to me, and certainly
 24 some were, you know, they — they're saved in the filing
 25 system. But it was always difficult to know centrally

30

1 what new policies had been done because they didn't
 2 come — so I wouldn't necessarily know that a policy had
 3 been written and therefore whether an impact assessment
 4 had or hadn't been done.
 5 Q. How did you go about, then, chasing to ensure that
 6 impact assessments had been carried out when they were
 7 required to be?
 8 A. Well, I would be sending out reminders to staff or just
 9 speaking generally to staff saying, "Don't forget that
 10 if you have written some sort of policy or are in the
 11 process of drafting a policy, that you're doing an
 12 impact assessment", because really you want to do it as
 13 you're going along rather than afterwards.
 14 Q. So there were no arrangements under which you would be
 15 notified of a new policy or procedure coming down the
 16 line for you to check that an impact assessment — or
 17 A. There was no formal arrangement that I remember, no.
 18 I think some departments were closer to my area than
 19 others, so I think that was more likely to have — or
 20 I worked more closely with those people, so I would have
 21 a better — I would know organically, as it were, that
 22 they were happening, but not necessarily formally.
 23 Q. Mr Noble, I understand there is a temptation to give the
 24 answer immediately. For the transcriber's purposes —
 25 A. Sorry.

31

1 Q. — would you wait for me to finish the question?
 2 A. Sorry.
 3 Q. It's difficult for her to follow.
 4 You say you would have understood these matters
 5 organically and you had a relationship with the teams
 6 which allowed you to know which policies were coming up.
 7 Would health and safety regularly routinely notify you
 8 of all the new policies and procedures that were coming
 9 up?
 10 A. No.
 11 Q. And you would have to chase them; would that be a fair
 12 appraisal of what was —
 13 A. No, I wouldn't say I would chase them because I didn't
 14 know that they were writing policies, so I wouldn't know
 15 that they had or hadn't done an impact assessment
 16 necessarily. So the teams that I was talking about
 17 being more organic would be more of the housing
 18 management ones. I think that was just the nature of
 19 where I tended to sit or the people that I would
 20 interact with or hear about, rather than some other
 21 teams.
 22 Q. Looking back at paragraph 2.6.2 of the paper
 23 {TMO00848055/34}, it refers there in the last line to
 24 a review of new policies and procedures after a year.
 25 Again, was there the same ad hoc process of checking

32

1 up whether the policies had been reviewed or not after
2 a year?
3 A. Yes.
4 Q. Now can we turn to a separate document, which is
5 {TMO00854587}.

6 Now, there was a meeting of the executive team on
7 25 January 2012, and if we could turn to page 3
8 {TMO00854587/3}, where we should see item 3 in the
9 bottom part of that page under the heading "Equality
10 Impact Assessments".

11 Now, it's minuted there that you attended, and it
12 was noted that you would provide guidance on when
13 equality impact assessments were required and how they
14 would be carried out.

15 First of all, did you do that? Did you provide that
16 guidance?

17 A. I believe so, yeah.
18 Q. Did you reduce that guidance into a document or again
19 was it verbal instruction?
20 A. No, there would have been a document.
21 Q. How was that document communicated to relevant staff who
22 were preparing policies that would be subject to
23 an impact assessment?
24 A. It would have been sent to SMT and I would have expected
25 them to disseminate it down. Possibly we'd have taken

33

1 it to managers' forum — I think at the top of this
2 document it said that managers' forum existed by this
3 point, so managers' forum was a sort of level below
4 that, below SMT, where a lot of those sorts of people
5 would have been, so it may well have been discussed
6 there as well.

7 Q. Did you raise at this time the need for or the
8 advantages of a process whereby you received proactive
9 notification of new policies that would be developed
10 that would have to be subject to an equality impact
11 assessment?

12 A. Yeah. Some of the sorts of things that we were trying
13 to develop better at that managers' forum level is for
14 people to say what it was that they were actually
15 working on at the moment, so that would sort of help to
16 give me an idea about that sort of stuff. But, again,
17 it's difficult to know whether people would always tell
18 me that.

19 Q. Is it fair to say that those processes never became
20 crystallised into formal arrangements?
21 A. They were never as formal as I would have wanted them to
22 be, certainly.

23 Q. Now could we turn to the fire safety strategy, and first
24 of all could I ask us to go to an email exchange which
25 can be found at {CST00004044}. We see there an email

34

1 from you on 21 November 2011 to the executive team, ET,
2 and the senior management team, SMT, to advise them that
3 in your view the public sector equality duty would apply
4 to the TMO as they were carrying out work of a public
5 nature.

6 First of all, was the advice you gave in that email
7 accepted?

8 A. As I recall, yes.
9 Q. To the best of your knowledge, did the TMO review or
10 modify the fire safety strategy in light of your advice
11 on the public sector equality duty?
12 A. I don't know.
13 Q. Can you remember any changes in relation to health and
14 safety matters that were made following your advice
15 regarding the public sector equality duty?
16 A. Not that I remember, no.
17 Q. Now, if we can go to the top of this present page, we
18 can see that your briefing was forwarded to Janice Wray,
19 who in turn forwarded it to Mr Stokes.
20 Now, following your email of 21 November 2011, did
21 Janice Wray seek your advice about the public sector
22 equality duty and its impact on the performance of the
23 TMO's fire safety duties?
24 A. I don't recall.
25 Q. Do you recall any time after November 2011 where

35

1 Janice Wray asked for your advice on that subject and
2 how it touched upon or affected health and safety
3 duties?

4 A. Not the equality duty specifically, no, not that
5 I remember.
6 Q. So no specifics spring to mind?
7 A. No.
8 Q. Okay.

9 In November 2013 a fire safety strategy was prepared
10 by Janice Wray which we can find at {TMO00830598}.

11 Now, first of all, have you seen that document
12 before, Mr Noble?
13 A. I don't remember it.
14 Q. Even if you hadn't seen it, were you aware that a new
15 fire safety strategy had been prepared in November 2013?
16 A. I was aware that there was a fire safety strategy,
17 I couldn't remember at this point now whether — when
18 I knew that it existed or whether I knew it changed.
19 Q. As it was a new policy or procedure, would you agree
20 that it required an equality impact assessment?
21 A. Yes.
22 Q. Can you remember ever seeing an impact assessment being
23 provided in relation to this strategy?
24 A. No.
25 Q. Would you accept that an impact assessment of the fire

36

1 safety strategy would require an assessment of that
 2 strategy's potential impact on disabled residents or
 3 other residents with a protected characteristic ?
 4 A. Yes.
 5 Q. Assuming an assessment had been carried out, who would
 6 you expect to have been the author of that assessment?
 7 A. I would have thought that would have been Janice, or
 8 possibly her line manager, whoever that was at the time.
 9 But probably Janice, assuming that Janice wrote it.
 10 Q. Before we leave this, you have no recollection of ever
 11 seeing an equality impact assessment in relation to this
 12 strategy?
 13 A. I don't remember one, no.
 14 Q. Do you remember chasing for one?
 15 A. No. As in no, I don't remember chasing for one, rather
 16 than I don't not remember.
 17 Q. Thank you.
 18 Can I now move on to a separate topic, Mr Noble, and
 19 that's in relation to data and information collection.
 20 Now, if we could go back to your second statement,
 21 which is at {TMO00869574/1}, at paragraph 4, and fourth
 22 line from the bottom, you explain that you were able to
 23 obtain the information about residents in occupation at
 24 Grenfell Tower as you were aware of how to extract
 25 resident data.

37

1 Now, did you yourself collect that data on
 2 residents?
 3 A. No.
 4 Q. Who did?
 5 A. Neighbourhood officers, mainly. It came in from
 6 a variety of sources. So it would have been collected
 7 at sign-up, so when a new resident came in, it would
 8 have been included there. There were various
 9 door-knocking exercises where we went out to try and get
 10 it. Residents would sometimes actually tell you these
 11 sorts of changes. So it came from a variety of
 12 different sources, but generally it would have gone
 13 through the neighbourhood officers, because they were
 14 the ones who were in the closest contact with the
 15 residents.
 16 Q. So there are three potential sources there of collation
 17 of information: first of all, at sign-up.
 18 A. Yeah.
 19 Q. And presumably that would have been the most useful time
 20 to get as much information as possible about residents
 21 and, in particular, whether they had a protected
 22 characteristic.
 23 A. I think that's probably the most reliable time to get
 24 it, yes.
 25 Q. The second source you refer to there is door-knocking

38

1 exercises, and you mentioned that they were regular.
 2 Can you assist —
 3 A. "Regular" might not have been the right word. There
 4 were more than one, there were several of them.
 5 Q. During your time there?
 6 A. Yes.
 7 Q. Okay.
 8 Can you give the panel some assistance on, say, in
 9 relation to Grenfell, how often those door-knocking
 10 exercises would be carried out?
 11 A. Oh, I would have thought probably two or three times, in
 12 terms of —
 13 Q. A year or during your time?
 14 A. During my time there. That's talking about in terms of
 15 where we had a specific corporate drive on to do that
 16 sort of — so we were going across the estate, the TMO
 17 stock, to try and improve data and plug gaps. Whether
 18 the neighbourhood officers also did that sort of stuff
 19 on a more regular basis locally, I don't know. It's
 20 possible but I wouldn't know.
 21 Q. Okay. So you started at TMO in March 2011.
 22 A. Yeah.
 23 Q. And so there would have been two or three of those
 24 door-knocking exercises that you're aware of between
 25 March 2011 and June 2017.

39

1 A. There had been one that had just finished before
 2 I started, I think it was sort of still — they were
 3 still sort of doing the last bits of that around then,
 4 so late 2010, and then there was another couple that
 5 I can remember off the top of my head.
 6 Q. Now, if we can now look at the arrangements for
 7 collecting data before June 2014 in slightly more
 8 detail.
 9 How would you provide diversity and equality advice
 10 to the TMO without detailed, reliable knowledge of the
 11 constitution and make-up of residents within and living
 12 in the TMO's estate?
 13 A. It's difficult, definitely. You'd try and — you have
 14 to try and be broad about that sort of thing. You also
 15 look at census information that would give you some sort
 16 of demographic — because obviously that can go down to
 17 quite a low level, to ward level and lower. So you can
 18 get a feel for that. You'd work with the council and
 19 see what data that they might have as well. So there
 20 was a range — to get 100% accurate data would be very,
 21 very difficult.
 22 Q. Can we just look at the first element of that. You said
 23 that you have to take essentially a broad view of these
 24 matters.
 25 A. Yeah.

40

1 Q. What particular factors would inform that broad view,
2 first of all?
3 A. Well, the data that you have got, whatever — however
4 much that —
5 Q. From sign-up?
6 A. From sign-up or, you know, that's historic or whatever
7 you happened to have, and that would — the quality of
8 that would vary from area to area. So there's always —
9 so that's a key element to it, because that's actually
10 some fairly solid data. But, yeah, you'd try and
11 supplement that with some broad sort of census-related,
12 area-specific stuff, that wouldn't necessarily be
13 building-specific like Grenfell Tower specifically, but
14 it might be the ward.
15 Q. Looking at the census information, can you give the
16 panel an idea of the level of detail that you had been
17 able to extract presumably from the 2011 census in
18 relation to protected characteristics of residents?
19 A. Yes, so the 2011 census data I guess was broadly
20 available in about 2012, 2012/2013 maybe, so — and that
21 would go down to at least ward level. I think it went
22 down lower than that. I can't remember what that was
23 called, super output areas, possibly, which is sort of
24 dividing a ward into about four, something like that.
25 So you could have some quite detailed information for

41

1 that.
2 But, again, the census isn't 100% accurate. You
3 don't get 100% returns on the census either, even though
4 you're supposed to. So getting the information from
5 people is always difficult.
6 So then you're looking at also things like, well,
7 what support groups are there in the area? Are there
8 any community associations? Because that's a fair
9 indicator that there is a reasonably sized population in
10 that area. So community groups and those sorts of
11 volunteer sector organisations that might be around
12 would also give you some clue as to whether there's
13 a particular demographic in that area that you might
14 want to try and connect with or ought to be taking into
15 account.
16 Q. But am I right in assuming — and please shout if this
17 isn't right — that the census information wouldn't give
18 you granular detail, for example that a resident in
19 flat X —
20 A. No.
21 Q. — had the following impairments or vulnerabilities or
22 disabilities?
23 A. No. No, no. It doesn't go down anywhere near that low.
24 Q. Were you familiar with the TP tracker?
25 A. Yeah, broadly, yes.

42

1 Q. Would you be able to give a broad steer to the panel as
2 to what the TP tracker was and what it did?
3 A. Yeah, it's one of those phrases that's in my head and
4 I'm trying to remember what it actually did. It was
5 a piece of software that was bought before I joined and
6 never really — I don't think many staff really liked
7 it, I think they found it a little cumbersome to use,
8 but I think it was intended to hold information about
9 residents' interests in participation — I think the
10 "TP" is "tenant participation", so residents' interest
11 in being involved in particular groups, like committees
12 or residents' associations or whatever, those sorts of
13 things. So I think that's where that information was
14 supposed to be held, and I think that was generally
15 acquired from that data-gathering exercise that
16 I mentioned in — that happened in 2010. So I think
17 that they were trying to gather information from
18 residents on what they would be interested in doing, and
19 that also included some demographic information.
20 Q. Did you use the TP tracker yourself for your work?
21 A. No.
22 Q. And why not?
23 A. Because it was mainly around resident engagement related
24 work and that sort of stuff, so that would have been
25 related to their team. The equality and diversity data

43

1 that came from that process was recorded — I think was
2 also pulled out from there and recorded into the main
3 asset management system.
4 Q. Understood.
5 Keeping on the theme of resident engagement, could
6 we now go to document {TMO00851150}. As the title
7 shows, it's a resident engagement team briefing on
8 6 May 2014.
9 If we could go to page 3 {TMO00851150/3}, item 4.1,
10 which is slightly below midway down the page, you're DN:
11 "DN: reported that ET [so the executive team] had
12 agreed the process for data collection. A temporary
13 officer had been appointed to update details on W2. TMO
14 were looking to arrange 'door knocking' for every
15 'tenanted' property. Questionnaire would include;
16 ethnicity; Income; Children's and other family members
17 details; date of birth of everyone residing in the
18 property etc. Questionnaire would take up to
19 30 minutes. This would be a rolling programme."
20 Now, is that a fair summary of the TMO's processes
21 for collecting information as at May 2014?
22 A. So that would have been the process for getting
23 information other than from sign-up, yes.
24 Q. And if we could look in particular at the questionnaire,
25 and if I could ask that {IWS00001778} be brought up.

44

1 First of all, that is the front page of the
 2 questionnaire. If we could turn to page 2
 3 {IWS00001778/2}, and if you would just confirm for me,
 4 is that an example of the questionnaire that you were
 5 referring to in the briefing on 6 May 2014?
 6 A. Yeah.
 7 Q. Thank you.
 8 First of all, who prepared the template for the
 9 questionnaire?
 10 A. Me and a few other people from around the business. So
 11 I did the equality and diversity related bits. As
 12 I remember, there's a lot of other questions in there
 13 about various different things, so people from around
 14 the business would have put in what they wanted to go in
 15 there. I think I actually physically assembled it or
 16 designed it in ...
 17 Q. So to use the pompous lawyer's phrase, you held the pen,
 18 did you?
 19 A. Yes, I suppose, but not in the sense of — because I'm
 20 not entirely sure what that phrase means.
 21 Q. You were in charge of maintaining the draft.
 22 A. I was — yeah, I was responsible for putting in what
 23 people wanted to put in. I wasn't taking an editorial
 24 approach in terms of saying — or not necessarily taking
 25 an editorial approach, saying, "You can't put that in".

45

1 I might have said, "Do you really need that?", and the
 2 only reason I'd have asked that is because it's making
 3 the paging wrong or it's — everything is getting —
 4 Q. The practical formatting.
 5 A. From a practical formatting perspective of it, saying,
 6 "Do you really need all those questions, can we trim
 7 that down a bit?"
 8 Q. Did the others from around the business with whom you
 9 worked on this include the health and safety team?
 10 A. I don't remember. I would have remembered —
 11 Q. Is that don't remember inclining to no or is it simply
 12 a don't remember?
 13 A. I mean, I remember that the neighbourhood officers or
 14 the neighbourhood management people would have certainly
 15 asked for things to go in and probably resident
 16 engagement. I don't remember health and safety asking
 17 for questions to go into that.
 18 Q. Might I ask us to go to page 10 {IWS00001778/10}, and in
 19 particular questions 14 and 15. You see there at the
 20 top of the page, "Section D: About You and Your Needs",
 21 and the two questions here are directed to asking
 22 whether a resident has a disability. A definition is
 23 provided there underneath question 15, and it says this:
 24 "... a person has a disability if: they have
 25 a physical or mental impairment and the impairment has

46

1 a substantial and long-term adverse effect on their
 2 ability to carry out normal day-to-day activities."
 3 Underneath that, you will see three boxes down on
 4 the left-hand side, there is an offer to make a referral
 5 to a support agency.
 6 Now, the first question arising out of this is: can
 7 you remember — and apologies, it may seem an obvious
 8 questions — why were residents asked about whether they
 9 had a disability or not?
 10 A. Well, as you were saying earlier, knowing who your
 11 residents are helps you deliver better services to them.
 12 So understanding what disabilities people may have is
 13 important to understanding whether you need to tailor
 14 your service to those — to them, so that they can
 15 receive it effectively. So that's the main reason for
 16 asking that.
 17 Q. Can you help us know why residents who reported
 18 a disability weren't offered the opportunity to be
 19 referred by the health and safety team for a personal
 20 emergency evacuation plan?
 21 A. I can't remember.
 22 Q. Are you familiar with the term PEEP?
 23 A. Yes.
 24 Q. Is there any reason why such an offer could not have
 25 been included in this questionnaire?

47

1 A. It could have been included, yes.
 2 Q. Do you remember any discussion about whether that
 3 particular offer ought to be included within this
 4 questionnaire?
 5 A. I don't remember that discussion. I don't remember
 6 whether, when disabled people were identified, there was
 7 a process to inform health and safety about it. There
 8 may have been, I don't recall.
 9 Q. Was there any discussion about that question?
 10 A. Not that I remember.
 11 Q. Do you remember any discussion which involved PEEPs at
 12 all in relation to this questionnaire?
 13 A. Not that I recall, no.
 14 Q. Okay.
 15 Were you responsible for uploading the information
 16 from completed questionnaires onto the system?
 17 A. No.
 18 Q. Who was?
 19 A. So I think in the previous minute it mentioned that
 20 there had been appointed a —
 21 Q. Temporary officer.
 22 A. — temporary officer to do it, so that was their
 23 function, but they did report to me.
 24 Q. As a result of the data collected from these
 25 questionnaires, did you consider that there had been

48

1 an improvement in the detail and accuracy of the
 2 information you held regarding the needs of residents in
 3 the TMO stock?
 4 A. I seem to remember that I felt that it improved, yes.
 5 I can't remember the levels at this point, but yes, it
 6 got better.
 7 Q. Did that improved detail and accuracy prompt or inform
 8 any later discussion about whether PEEPs ought to be
 9 offered to disabled residents or residents with some
 10 impairment?
 11 A. I remember that there were discussions about PEEPs and
 12 how residents would get them, but I can't remember when
 13 that was and certainly not in relation to whether it was
 14 before or after this.
 15 Q. Can you remember whether, following the publication of
 16 the questionnaires, any training or guidance was given
 17 to staff about when to make referrals to the health and
 18 safety team for PEEPs?
 19 A. I don't remember, no.
 20 Q. Can we now turn to a separate document, which is
 21 {TMO00851268}. Now, these are minutes of a housing
 22 department monthly team meeting and it's a meeting held
 23 on 5 June 2014. If we could go to page 6
 24 {TMO00851268/6}, and item 8.0, you will see "Tenancy
 25 Checks and Profiling Update" there. If I could ask you

49

1 to look at 8.2 and 8.3, 8.2 says this:
 2 "TB ..."
 3 Who is Teresa Brown, I think.
 4 A. Yeah.
 5 Q. "... and David Noble took a report to ET on proposals to
 6 improve profiling information on tenants to enable the
 7 TMO to adapt its service to meet the needs of its
 8 customers."
 9 8.3:
 10 "It has been agreed that as there are huge gaps in
 11 the information currently stored, this project will
 12 start from the beginning. Profiling information will be
 13 collected through home visits and we will also take the
 14 opportunity to carry out a Tenancy Check at the same
 15 time."
 16 What were the needs of its customers to which the
 17 TMO's service required adaptation?
 18 A. Well, it could be a range of things, depending on the
 19 resident. So in terms of the language, access to
 20 translation and interpretation, access — physical
 21 access to buildings, whether residents would want to
 22 come in rather than us go to them or would prefer us to
 23 go to them, what times of day that might suit them,
 24 a whole range of different things potentially that it
 25 could be.

50

1 Q. You mentioned there access to a building; was there any
 2 consideration of how tenants, for example, would
 3 evacuate a building in the event of an emergency,
 4 for example a fire?
 5 A. In relation to this?
 6 Q. Yes.
 7 A. No, not that I would — no, that wasn't really the scope
 8 of it. That would have been carried out as part of
 9 fire safety, the health and safety processes, that
 10 wasn't the function of this document.
 11 Q. You have possibly touched upon this in earlier answers,
 12 but what were the huge gaps referred to at paragraph 8.3
 13 here?
 14 A. It would have been issues — it would have been gaps
 15 around ethnicity information, probably, and possibly
 16 gender information as well. Potentially difficult —
 17 potentially gaps around disability information, but it's
 18 difficult to know where that gap exists, because
 19 everybody has a gender and an ethnicity, so you know if
 20 you don't have 100% data on that, but you don't know
 21 necessarily whether you have 100% information about
 22 somebody's disability status, because if they don't have
 23 a disability, they don't generally tell you.
 24 Q. What profiling information did you intend to collate?
 25 A. So that would have been information on, yeah, ethnicity,

51

1 gender, disability, age, sexual orientation and religion
 2 possibly, I can't remember, they would have been —
 3 whatever questions were on that questionnaire.
 4 Q. Was there any Government guidance available to assist
 5 you to understand what information to collect from whom
 6 and in what detail?
 7 A. There would have been, yes. It will have changed as the
 8 Government changed from 2010. I can't remember the
 9 detail of that, but it came from the
 10 Equality Commission, produced documentation on that.
 11 Q. Did that advice and guidance inform the approach you
 12 took to the substance of the exercise in collating the
 13 profile information?
 14 A. Yes, it would have done. As well as what other
 15 organisations were doing. So we would have looked
 16 around at what other housing associations were doing and
 17 what information they were collecting.
 18 Q. For the purposes of profiling information, looking at
 19 the last sentence in 8.3, would the primary means of
 20 obtaining that information be via the home visit?
 21 A. Outside of the sign-up, yes. Yes, those sort of
 22 targeted pieces of work, yes, that would have been the
 23 best way of doing it.
 24 Q. But was that the intended way of doing it?
 25 A. In terms of going out and knocking on doors?

52

1 Q. Yes.
 2 A. Yes.
 3 Q. Now turn on to a different topic, which is the
 4 monitoring of tenancy audits.
 5 Could I ask you to look at a spreadsheet which can
 6 be found at {TMO00860130}. Now, take it from me that
 7 the spreadsheet is dated 13 April 2016, and we can see
 8 here on sheet 1 on the left —hand side, row 6, you're
 9 identified as completing one audit in August.
 10 If I might ask the document manager to bring up
 11 sheet 2, you will see in the top left —hand corner a box
 12 called "Overview", which says:
 13 "This report brings back information on all tenancy
 14 audit processes completed within the reporting period.
 15 Please note that this will not include information on
 16 audits attempted and completed but not yet logged on W2
 17 (e.g. following estate door knocking exercises)."
 18 Starting with the basic question first, when you
 19 refer to a tenancy audit, is that a reference to
 20 completing the questionnaire we were looking at a few
 21 moments ago?
 22 A. Yes, I believe so.
 23 Q. Second basic question: what was the purpose of this
 24 spreadsheet?
 25 A. I think it was just to record who had completed their

53

1 response.
 2 Q. So simply a monitoring exercise?
 3 A. Yeah.
 4 Q. Who is doing what.
 5 Now, the overview referred to recording audits which
 6 were logged on W2 only. Now, does that mean that all
 7 information gathered from a tenancy audit was logged
 8 only onto W2?
 9 A. No.
 10 Q. Where else was it downloaded onto?
 11 A. So the tenancy audit would have been saved into W2 in
 12 terms of that would have been the scan, the physical
 13 scan of the documents. W2 was the document management
 14 system really, so it just held copies of the documents.
 15 It would have been entered into Capita.
 16 Q. Okay.
 17 A. And from Capita that means it gets pushed into the CRM
 18 system automatically.
 19 Q. Were you able to capture historically recorded
 20 information regarding the disabilities impairments of
 21 residents?
 22 A. As part of this process?
 23 Q. Yes.
 24 A. Well, no, this process wouldn't have captured historical
 25 stuff, that was the point of it. It would have gone in

54

1 and said: what's the situation as at now?
 2 Q. That was an imprecise question from me.
 3 Putting it differently, would you have been able to
 4 access historic data via W2 on residents'
 5 vulnerabilities, et cetera?
 6 A. If there was a paper version of that — if there was
 7 a paper information about that, then yes, it should have
 8 been in the tenancy file, which means it was in W2, yes.
 9 Q. Thank you.
 10 A. But it would have just been — it would be like opening
 11 up a file of paper and finding out the relevant piece of
 12 information. So it wouldn't necessary — you would have
 13 to search through it to find it. It wouldn't have been
 14 recorded necessarily in a specific place.
 15 Q. So it wouldn't have been easily accessible; is that
 16 a fair —
 17 A. It would depend — yes, broadly. It would depend
 18 obviously how big the file was, but yes, broadly.
 19 Q. As ever, how efficient the collation of that file had
 20 originally been.
 21 A. Yes.
 22 Q. Now, looking at sheet 2 of this spreadsheet, it may help
 23 if the document manager could scroll down just a give
 24 you a broader view of what's on it. You see the dates.
 25 Sorry, if we go back up, you will see the

55

1 information headings in the top line.
 2 Would you agree with me that there is no reference
 3 to disability or vulnerability there?
 4 A. Keep going. If you're saying there isn't, then there
 5 probably isn't, but I'd have to see it.
 6 Q. I'll let you look at it, just in case I've not
 7 understood something or missed something.
 8 A. Yeah, that isn't in there.
 9 Q. First of all, why wasn't information on disability and
 10 vulnerability recorded on this spreadsheet?
 11 A. Because it wasn't necessarily relevant to the people
 12 doing the tenancy audit.
 13 Q. Why wouldn't it be necessarily relevant, if I could just
 14 ask you —
 15 A. Generally that information is kept quite confidential,
 16 certainly the disability —related stuff is, so
 17 neighbourhood officers wouldn't necessarily need to know
 18 that until it was specific.
 19 Q. Where was that information recorded, the disability and
 20 vulnerability?
 21 A. In Capita again.
 22 Q. And who would have access to that information? You
 23 mentioned neighbourhood officers might not necessarily
 24 have —
 25 A. No, as I remember, neighbourhood officers would have

56

1 access to ethnicity data, and probably age and gender.
 2 The sensitive information, like sexual orientation,
 3 religion and disability, was much more restricted.
 4 I had access, possibly someone in the performance team,
 5 maybe senior managers, I can't remember specifically,
 6 but that was much tighter. Neighbourhood management
 7 managers, probably.
 8 Q. Would anyone in the health and safety team have access
 9 to that information?
 10 A. I can't remember.
 11 Q. Can you remember whether Janice Wray in particular had
 12 access to that information?
 13 A. Well, the health and safety team was two people, so if
 14 one had it, they both did.
 15 Q. Okay.
 16 A. I honestly can't remember with certainty as to who did
 17 or didn't have access to that. It will be documented
 18 somewhere.
 19 Q. Can you help us, we saw on sheet 1 your name together
 20 with a number of other TMO employees. Were employees
 21 aware that if they encountered a resident who needed
 22 support, for example, evacuating from their home, that
 23 they could be referred to the health and safety team for
 24 a PEEP? Were you aware of that?
 25 A. I knew that. I would think the vast majority of these

57

1 people did because they were housing officers, and they
 2 never — I think they always worked in pairs, if
 3 I remember rightly.
 4 Q. If they were aware of it — you said you were aware of
 5 it, and you were aware of it presumably because you had
 6 been instructed and trained on that.
 7 A. I can't remember why I was aware of it, but I was.
 8 Q. Did you ever refer, when you were carrying out this type
 9 of work, anyone to the health and safety team for a PEEP
 10 or raise the question with the health and safety team?
 11 A. I didn't, that I — for one of my — like I said,
 12 I didn't do many. I think I was mainly back office,
 13 trying to organise who was going where and when. That's
 14 probably why I only had the one, and that was probably
 15 posted to me.
 16 Q. So from your particular perspective, can you remember
 17 ever seeing a resident referred to the health and safety
 18 team for a PEEP?
 19 A. No, but then I wouldn't necessarily expect to.
 20 Q. Thank you.
 21 A. As in I wouldn't expect to have seen it, rather than to
 22 say I wouldn't have expected it to happen.
 23 MR KINNIER: I'm now going to turn to a separate topic, sir.
 24 I don't know whether this is a convenient time for both
 25 you and Mr Noble to have a brief break.

58

1 SIR MARTIN MOORE—BICK: And perhaps for the transcriber as
 2 well. Yes, I think that probably would be a good thing,
 3 we will take a break now.
 4 If we say we will come back at 11.40, would that be
 5 all right?
 6 MR KINNIER: Thank you, sir, yes.
 7 SIR MARTIN MOORE—BICK: Mr Noble, we have a break during the
 8 morning, everyone needs one, so we will take it now. As
 9 I have just indicated, we will come back to resume at
 10 11.40.
 11 I have to ask you, please, not to talk to anyone
 12 about your evidence or anything relating to it —
 13 THE WITNESS: That's fine.
 14 SIR MARTIN MOORE—BICK: — while you're out of the room.
 15 All right?
 16 THE WITNESS: Yes.
 17 SIR MARTIN MOORE—BICK: Good, thank you very much. Would
 18 you like to go with the usher, please.
 19 (Pause)
 20 Thank you, 11.40.
 21 MR KINNIER: Thank you, sir.
 22 SIR MARTIN MOORE—BICK: Thank you.
 23 (11.24 am)
 24 (A short break)
 25 (11.50 am)

59

1 SIR MARTIN MOORE—BICK: All right, Mr Noble. I'm sorry we
 2 kept you waiting longer than I indicated, we had
 3 a little technical difficulty, but we're ready to go on
 4 now. I hope you are ready to go on too.
 5 THE WITNESS: Yeah.
 6 SIR MARTIN MOORE—BICK: All right, thank you.
 7 Yes, Mr Kinnier.
 8 MR KINNIER: Thank you, sir.
 9 Mr Noble, if we can now turn to the supporting
 10 residents policy, which was also known as the vulnerable
 11 residents policy/safe and sound/supporting people
 12 policy.
 13 If we can turn to your second statement,
 14 {TMO00869574/3}, to paragraph 12, you say there that you
 15 recall drafting an updated policy in 2016 called the
 16 supporting people policy.
 17 Now, am I right in understanding that, as the policy
 18 was drafted, its early file names include vulnerability
 19 policy, and then that changed to safe and sound policy,
 20 finally the supporting residents policy, or
 21 alternatively the supporting people policy?
 22 A. Yes, that sounds right, yes.
 23 Q. But it's basically the same thing?
 24 A. Yes.
 25 Q. Thank you.

60

1 A. Yes, there was a clear push away from — we wanted
 2 vulnerability out of the thing, because it wasn't just
 3 about that.
 4 Q. We'll come on to that in due course, but thank you. But
 5 basically —
 6 A. Yes.
 7 Q. — notwithstanding the different titles, same document?
 8 A. I believe so, yes.
 9 Q. Now, if we can turn to {TMO00880462}. Now, as the title
 10 indicates, this is the safe and sound policy draft 2,
 11 and if we could go to page 8 {TMO00880462/8}, we will
 12 see there in the tracked changes in the middle your
 13 name, but on the right—hand side the date,
 14 17 December 2014.
 15 Now, bearing that date in mind, first of all, do you
 16 recall that particular draft?
 17 A. No.
 18 Q. Do you recall who drafted this iteration of the policy?
 19 A. Me.
 20 Q. Bearing in mind that in paragraph 12 of your second
 21 witness statement you said you recalled drafting
 22 an updated policy in 2016, looking at this, looking at
 23 the dates of the tracked changes there, would you accept
 24 that you appear to have started work on it certainly in
 25 December 2014?

61

1 A. Yes.
 2 Q. Now, was this policy or this iteration of the policy
 3 prepared as part of the tenancy audit process that you
 4 and Teresa Brown had planned and which we discussed
 5 before the break?
 6 A. Yes, I think so.
 7 Q. Yes.
 8 A. This might have been earlier than that. I think it
 9 might have evolved into something a bit bigger later.
 10 Q. If it was earlier than that, can you remember whether
 11 there was any particular prompt for the decision to
 12 revise the policy?
 13 A. No. No, I don't remember.
 14 Q. In an earlier answer you touched upon a view that the
 15 title of the policy should change, and it's changed from
 16 vulnerability to safe and sound policy. Can you explain
 17 to the panel why that decision was made?
 18 A. I think it was more a question of it just — didn't want
 19 the policy to just be about vulnerable people, not least
 20 because the definition of vulnerable is very difficult
 21 anyway, as to what defines a vulnerable person, so
 22 I think it was more about making sure that the focus of
 23 the policy really was about making sure that we were
 24 supporting residents as best we could, but whether they
 25 were vulnerable or not would be a matter of, you know,

62

1 dancing on the head of a pin, really, defining whether
 2 they were or weren't vulnerable.
 3 Q. Thank you.
 4 If we could turn back in this document to page 5
 5 {TMO00880462/5}, there is a heading at the bottom of
 6 that page, "Storage and access to information", and the
 7 policy or the draft refers to storing information about
 8 residents' vulnerability on Capita.
 9 Again, we may have touched upon this, but who did
 10 you envisage updating the information regarding
 11 residents on Capita?
 12 A. Generally I would have thought the neighbourhood officer
 13 themselves, if they had access to the section of
 14 information that they were trying to update.
 15 Q. And —
 16 A. And if they didn't, I would have assumed that they would
 17 have sent it to me or someone that did have access.
 18 Q. So dealing specifically with details of, say,
 19 a disability —
 20 A. Yeah.
 21 Q. — if the relevant officer did not have authorisation,
 22 the responsibility for inputting the information would
 23 be passed upwards to someone who was authorised?
 24 A. Yes.
 25 Q. Now, if we can go to the top of page 4 in this document

63

1 {TMO00880462/4}, there ought to be a header at the top,
 2 "People currently on the system". You comment there in
 3 DN1, the comment at the top right—hand side, that in
 4 essence you need to decide whether those people should
 5 remain on the system. The paragraph also says that
 6 vulnerability information on the system has been
 7 cleansed.
 8 Now, does that mean that all information on whether
 9 a resident was vulnerable which was held before 2014 had
 10 been deleted?
 11 A. I don't remember specifically, but there had certainly
 12 been discussions, and I don't remember necessarily the
 13 outcome of them, but around how long you can keep that
 14 sort of information on the system before it stops —
 15 before you run into data protection questions, because
 16 you're really only supposed to keep the data for
 17 a relevant period of time. Obviously some disabilities
 18 aren't going to change, but some might, you know, so
 19 whether you want to — particularly things around mental
 20 health conditions, somebody might have depression, say,
 21 at a period of time, but may have recovered later, but
 22 therefore should you be keeping depression on the system
 23 forever? No. But at what point should you remove it
 24 and what would the process be? Equally, somebody could
 25 be classed as vulnerable if they happen to have a broken

64

1 leg, but they're not necessarily vulnerable later.

2 So the questions around how long you keep that

3 information was difficult. I don't remember necessarily

4 the outcome.

5 Q. More precise on that, can you remember whether there was

6 a data protection policy that was revised specifically

7 to capture how long information ought to be kept in

8 relation to an individual's disabilities?

9 A. I don't remember — there was a data protection policy.

10 I don't remember whether it held that sort of level of

11 detail or whether it was drafted or redrafted at any

12 point, no.

13 Q. Thank you.

14 Can we now turn to the vexed matter of a definition

15 of "vulnerability", and if we could turn to page 2 in

16 this document {TMO00880462/2}. Just roughly above

17 halfway, there is a definition of individuals or

18 households who may require support, and it says this:

19 "An individual or household with care and support

20 needs or who is experiencing difficulties with

21 day-to-day life as a result of health or disability,

22 age, social, family, financial, behavioural or other

23 circumstances, or any combination of these."

24 Now, was that the working definition of a vulnerable

25 resident that was used by the TMO generally and/or for

65

1 the purposes of this policy?

2 A. I think this was — that was more of the definition that

3 we came to as part of the drafting of this policy.

4 Q. Did that definition reflect the practice and procedure

5 that the TMO adopted in relation to identifying

6 vulnerable residents?

7 A. From that point forward, yes, I think it probably did.

8 Q. Did it represent historic practice and procedure?

9 A. Erm, yes and no. I think vulnerability was generally

10 sort of a blanket sort of from I think it was either 70

11 or 75 and older and/or disabled.

12 Q. And it's that latter element, disability was

13 a consistent theme both before and after this definition

14 was formulated?

15 A. Yes, although obviously when you're with a disabled

16 person on the specific — you know, with a specific

17 disabled person, it doesn't necessarily mean that they

18 are or aren't vulnerable, but for a broad policy

19 position, yes.

20 Q. Understood.

21 Now, if we can go to page 3 in this document

22 {TMO00880462/3} and the heading there at the top of the

23 page, "The process", we can see there your suggested

24 deletions. I'll just let you refresh your memory.

25 (Pause)

66

1 A. Mm—hm.

2 Q. Slightly further down as well, where it deals

3 particularly with PEEP process under the emboldened

4 heading "Existing definitions".

5 A. Yeah.

6 Q. Now, for this particular purpose, did you ask the health

7 and safety team about the PEEP process and how it was

8 implemented in practice?

9 A. I don't recall, but it's likely that I did.

10 Q. Would it be something that you'd routinely do when

11 dealing with drafting of this type of policy?

12 A. To speak to the health and safety team? On a policy

13 like this one, yes.

14 Q. And can you remember whether you received any responses

15 from the health and safety team to this draft?

16 A. Well, judging by the "[Health and safety] don't really

17 have anything" line there, I assume that yes, I asked

18 them and that's probably what they told me, they didn't

19 have a definition. So I would assume, therefore, that

20 I did have a response, but I don't recall it

21 specifically.

22 Q. Can we just turn to page 7 in this draft

23 {TMO00880462/7}. I don't know whether this will assist

24 you. If that could be expanded, I will just let you

25 refresh your memory of that.

67

1 (Pause)

2 So the absence of any express reference to the

3 health and safety team there, am I right in

4 understanding your evidence that that should not mean

5 that they weren't consulted?

6 A. Yes. I mean, this is a list of things to be done as

7 part of either drafting this policy or work related —

8 work coming out of it. So, yes, that doesn't mean that

9 we didn't consult them, it's just we'd got what we

10 needed from them or got what we could.

11 Q. Now, could I now turn on to the next topic, which is

12 recording information on TMO systems.

13 Could I ask you to go to {TMO00880477}, a further

14 iteration of the same document. If we can go to page 5

15 {TMO00880477/5}, there we can see that you have made

16 changes, 20 October 2015.

17 Again, had you been responsible for drafting the

18 preceding text?

19 A. Yes. I mean, I think it was a collaborative piece of

20 work between myself and Teresa, but in terms of doing

21 the actual writing, yes, I think that was me.

22 Q. The collaboration would be discussing its contents and

23 the approach and you would be responsible for the

24 mechanics of drafting; is that fair?

25 A. Yes.

68

1 Q. If we can go to page 4 in this document {TMO00880477/4},
 2 and in particular paragraph 5, which is entitled
 3 "Storage of and access to information", there we see in
 4 the comment box at the bottom right—hand corner, you
 5 say:
 6 "This section will probably have to change as CRM
 7 gets implemented, as I'm not sure where the best place
 8 to store it will be.
 9 "CRM will probably have better capacity to record
 10 more detailed information, but then it won't necessarily
 11 be on Capita at all."
 12 Now, this version of the policy was produced in
 13 October 2015.
 14 A. Yeah.
 15 Q. So, in round terms, ten months after the previous draft
 16 we've looked at.
 17 Can you help the panel in understanding why the
 18 policy had not yet been finalised —
 19 A. I wish I could remember. I — presumably there was
 20 a range of other work in that period of time, either for
 21 me or Teresa or both, that was felt to be a higher
 22 priority and that was what the focus was on, but what
 23 that was, I can't remember.
 24 Q. It wasn't that there were specific objections to the —
 25 A. Not that I recall at all, no, I think it was just

69

1 a workload issue.
 2 Q. Had —
 3 A. Because this policy was broadly trying to write down
 4 what custom and practice broadly was.
 5 Q. And had any information regarding vulnerable residents
 6 been stored on Capita by this time, ie October 2015?
 7 A. Yes.
 8 Q. Now, it appears that tenancy audits were already being
 9 carried out by this time, October 2015. Were TMO
 10 employees carrying out tenancy audits in the awareness
 11 of this policy? Presumably yes, if it reflected, in
 12 broad terms, the practice.
 13 A. Well, not — they were carrying it out in terms of the
 14 broad stuff that was in this, but not specifically this
 15 policy, because obviously this was still a draft. But
 16 in terms of the broad principles that were within it,
 17 yes.
 18 Q. Mindful of what you set out in the comment box, was any
 19 decision made about whether to store vulnerable
 20 residents' information on CRM or on Capita and, if so,
 21 the timing as to when that process would start?
 22 A. When that — the timing specifically, no. I think the
 23 decision generally was to leave it on Capita for the
 24 time being and then review it as the CRM bedded in, and
 25 we got more familiar with it as a system, but the

70

1 intention as far as I remember at this point was that
 2 Capita would be the master system for holding that
 3 sort of information, and it would, as I recall, be
 4 pushed overnight. So if there was a change in Capita,
 5 it would get pushed into CRM. So the CRM would have the
 6 data in it, but it lived in Capita.
 7 Q. Okay.
 8 Can I now turn to a further version of the document,
 9 {TMO00880481}. We see in the box at the very top of the
 10 page, version 1, author: you, operational date:
 11 April 2016.
 12 Again, it's now changed its title, but again the
 13 same document; is that fair?
 14 A. I believe so, yes.
 15 Q. If we go to page 4 {TMO00880481/4}, paragraph 5, again,
 16 "Storage of and access to information", we can see
 17 what's set out there, and I'll just let you refresh your
 18 memory and read those two paragraphs there.
 19 (Pause)
 20 A. Yeah.
 21 Q. Now, first of all, can we take it that this document was
 22 the approved and adopted policy that was to be applied?
 23 A. I would assume it was, yes, as I remember.
 24 Q. Who would have approved it?
 25 A. I would — it was certainly SMT and maybe ET as well,

71

1 I can't remember. Most things will have definitely gone
 2 to SMT. Some things went up beyond that, but I can't
 3 remember the criteria for what did and didn't go up.
 4 Q. And the operational date on the first page, that
 5 accurately recorded the date upon which the policy fully
 6 came into force; is that right?
 7 A. I see no reason why it wouldn't.
 8 Q. Was the policy circulated to all TMO staff?
 9 A. I can't remember what the policy circulation methodology
 10 was. People would have been made aware of it, and
 11 I would have thought it was made available on the staff
 12 intranet or similar sort of place. I can't remember the
 13 logistics of how that worked.
 14 Q. Would posting it on the intranet be supplemented by
 15 an email alert that there'd been a new policy?
 16 A. I would have thought so, or the SMT members would have
 17 told their managers, who would have disseminated it via
 18 team meetings and the like verbally.
 19 Q. There is a reference in paragraph 5 of the policy to the
 20 Customer First system. What was that?
 21 A. I can't remember. I think it was a sort of broad
 22 umbrella term for information—gathering, but I can't
 23 really remember with certainty. It wasn't my area.
 24 I think it came from customer services generally. It's
 25 a phrase I — when I saw it, I thought, "Oh, yeah, the

72

1 Customer First", but I can't remember what it was.
 2 Q. Looking at the first subparagraph of paragraph 5, it's
 3 the end of the third line:
 4 "It is not necessary for staff to know residents'
 5 disability status, but what functional outcome any
 6 impairment may have and what alterations to service may
 7 be required."
 8 A. Yeah.
 9 Q. Now, starting with the first question, can you explain
 10 what you meant by staff knowing the "functional outcome
 11 any impairment may have"?
 12 A. Well, it's a question of — so if somebody is
 13 a wheelchair user, you don't need to know why they're
 14 a wheelchair user, but that they are.
 15 Q. Understood.
 16 A. And what impact that would have on their life and,
 17 you know, ability to get around or whatever it is, that
 18 sort of thing. So in terms of the functional outcome
 19 I mean is: what can they or can they not do, but not the
 20 reason why they can't.
 21 Q. Can you help us understand as to how, for example,
 22 an individual neighbourhood officer who may not have
 23 access to information regarding a resident's disability
 24 would be made aware of that disability and what
 25 adaptations, alterations may be required?

73

1 A. So there was certainly a section within the CRM system
 2 that would include the vulnerability information that
 3 would say things like, "Takes longer to get to the door"
 4 or "Can't see" or "Has a visual impairment" or "Has
 5 a hearing impairment" or something like that.
 6 Q. If I can stop you there, would that system have a prompt
 7 to the neighbourhood officer, for example, to refer
 8 anyone presenting with a vulnerability or a handicap for
 9 a PEEP?
 10 A. Not that I recall, no.
 11 Q. The policy suggests that you and the data performance
 12 officer were the only ones who could update
 13 disability-specific information. Is that a fair summary
 14 of the requirements of the policy?
 15 A. I don't remember specifically that, but if that's what
 16 it says, I ... I certainly had more rights than most
 17 people did to change or access that data, so yes, that
 18 seems reasonable.
 19 Q. Was that the practice that was adopted from April 2016
 20 onwards?
 21 A. Yes.
 22 Q. Just so we understand the process itself, how would you
 23 physically or electronically receive information about
 24 a disabled resident?
 25 A. It would be — I think it would be emailed to me.

74

1 Q. You say "I think"; is that just a —
 2 A. I would — I can't remember specifically one way or the
 3 other. I would assume that's how it was done.
 4 I would — if somebody said to me verbally, "Oh,
 5 Mrs Whatever at wherever, I met her the other day and
 6 she's got such and such", I would have said "Okay,
 7 I need that in writing".
 8 Q. And then you would translate that information and put it
 9 into Capita?
 10 A. Yes.
 11 Q. And from what you say, Customer First isn't a phrase
 12 which —
 13 A. It's a phrase I recognise, but I can't remember the
 14 detail of what it is.
 15 Q. But certainly it wasn't a system upon which you
 16 recorded —
 17 A. It is a — it's not an IT system or anything like that,
 18 that's a conceptual system, if you see what I mean.
 19 Q. Now, on 14 June 2017, you provided Teresa Brown with
 20 a list of Grenfell Tower residents, including whether
 21 they were known to have any vulnerability or disability.
 22 If we turn to that list, it's at {TMO00866002}. We
 23 don't necessarily need to have it up on the screen.
 24 Was the supporting residents policy the reason why
 25 you were the only person who could access that

75

1 information on the night of 14 June?
 2 A. I don't know that it was — no. I don't know that I was
 3 necessarily the only person that could have got that
 4 information, but I was the person that they chose to do
 5 it.
 6 Q. Would any other TMO employee have been able to access
 7 that information on the night of 14 June 2017?
 8 A. Not any other, but others, yes.
 9 Q. Can you remember who those others were?
 10 A. So probably the policy — the performance officer could
 11 have done it. That post that was mentioned in there
 12 that I've forgotten the name of.
 13 Q. The data —
 14 A. Yeah, that one, could have done it. Possibly some of
 15 the neighbourhood managers could have done it. But you
 16 really needed a computer to be able to do it, you
 17 couldn't do it from a phone, for example. And obviously
 18 those key people — like I think Teresa probably could
 19 have done it, but obviously she was on site, I think, at
 20 the time, so she wouldn't have had access to do it then.
 21 Q. So was the issue access to appropriate kit from which to
 22 access the information as opposed to limited
 23 authorisation to access it?
 24 A. I believe that was the main issue, yes.
 25 Q. Now, before 14 June —

76

1 A. And —
 2 Q. Sorry.
 3 A. Sorry, I was just going to say, and I produced these
 4 sorts of pieces of information for neighbourhood
 5 officers when they needed to know vulnerability
 6 information, so people knew that I knew how to do it.
 7 Q. And therefore reflexively asked you?
 8 A. Yeah.
 9 Q. Now, before 14 June 2017, was there any consideration
 10 within the TMO on how employees could access this type
 11 of information in the event of an emergency such as
 12 a fire affecting residents?
 13 A. I don't recall, no.
 14 Q. When you say you don't recall, is that more likely than
 15 not that no discussion took place or —
 16 A. I don't remember that discussion taking place.
 17 Q. Now, in your second statement, at {TMO00869574/1}, if we
 18 could expand paragraph 4, you say in the second line,
 19 the start of the second sentence:
 20 "I believe that this information was extracted,
 21 either from the CRM or Capita, by accessing existing
 22 resident data available to me at the time of the fire."
 23 Now, if we can put that down and bring up your third
 24 statement, which is at {TMO00899669/2}, and if we go to
 25 paragraph 7, you say:

77

1 "I have annexed to my statement at (DN/1: Production
 2 of Spreadsheet) how I produced the spreadsheet [which
 3 we've just looked at] ... on the night of the fire.
 4 Whilst I have described in detail how I extracted this
 5 information from Capita Insight, it must be noted that
 6 Capita is a live system and records current data."
 7 Now, looking at what you say in your second
 8 statement and looking at what you say in your third
 9 statement, are you sure now that the spreadsheet was
 10 taken from information available on Capita?
 11 A. Yes.
 12 Q. Now, if we can stay in the third statement and go to
 13 paragraph 10 {TMO00899699/3}. If that could be expanded
 14 as well, you say there you have annexed to your
 15 statement DN/4, CRM and vulnerable information:
 16 "... where information in relation to vulnerable
 17 residents was stored on CRM from the session that
 18 I attended. However, I do not recall that CRM was used
 19 to store this kind of information whilst I was employed
 20 by the TMO and I believe that all information in
 21 relation to vulnerabilities would have been inputted and
 22 stored on Capita. I understand from RBKC IT that Capita
 23 vulnerability data does not pull through onto CRM and
 24 therefore any information located on CRM would have been
 25 inputted manually by TMO operatives."

78

1 Now, is that a fair and accurate summary of your
 2 understanding now —
 3 A. No.
 4 Q. How would you like to correct it then?
 5 A. So the vulnerability information is held in Capita, that
 6 much is right. There was vulnerability information held
 7 in CRM, as I mentioned earlier, that was more in terms
 8 of the functional stuff. I cannot remember how the
 9 information was put into Capita, whether that was done
 10 from Capita — how the information was put into CRM,
 11 sorry. I don't remember whether that came from Capita
 12 automatically and was then — and then additional
 13 information was — I think that's probably what it was,
 14 that the initial — there was initial copy over,
 15 basically, from Capita to CRM, and then users would add
 16 information into CRM from the functional side of it as
 17 well as they went along. So, yeah.
 18 Q. So if we go to {TMO00899673}, we can look at the
 19 exhibit, which may help you. That contains screenshots
 20 of information about a vulnerable resident at the tower.
 21 If that could be expanded slightly.
 22 The resident lived in the tower, and if we can see
 23 on the right-hand side an expanded box, it says:
 24 "From review of the CRM, some information in
 25 relation to vulnerabilities was uploaded onto CRM."

79

1 If we turn over the page as well at page 2
 2 {TMO00899673/2} —
 3 A. Yeah, I don't know —
 4 Q. If you just look at page 2, and again, if the top half
 5 could be expanded, you will see the box, top right-hand
 6 corner:
 7 "... it appeared that the information was added to
 8 CRM by Samantha Burrell on 28 October 2016."
 9 Does that screenshot help you clarify your
 10 recollection as to how information came to be stored on
 11 CRM?
 12 A. No, that just confirms that it was on CRM, and as
 13 I said, some information was added by users, as you
 14 could see there that Sam has done. That doesn't mean
 15 that all of the information was added by users, and to
 16 how the bulk of that information appeared at the start
 17 of the CRM system, I can't remember. I think it was
 18 uploaded in bulk, but I don't recall that with
 19 certainty.
 20 Q. Okay.
 21 Now, we've cross-referred this information to the
 22 spreadsheet we looked at earlier that was produced on
 23 the night, and the particular resident of this flat was
 24 not marked as vulnerable. But would you agree with me
 25 that certainly in 2016 the CRM was being used by TMO

80

1 officers to record residents who were vulnerable or
 2 potentially vulnerable?
 3 A. Yes.
 4 Q. Would you agree that that information may not have also
 5 been captured on Capita, or are you able to say?
 6 A. It is possible that it was not captured on Capita.
 7 Q. That's simply because people were going direct to CRM.
 8 Can you remember whether any direction had been
 9 provided to staff as to which system upon which to
 10 record information regarding vulnerabilities?
 11 A. So I don't recall specifically, no. I mean, users would
 12 generally have used the CRM system because they had
 13 access to it, whereas the Capita stuff, which was more
 14 into the detail about what the disability was, they
 15 wouldn't have had access to.
 16 Q. If certain information was on CRM but not on Capita,
 17 that would of itself give rise to a risk of a disparity
 18 or inconsistency —
 19 A. Yes.
 20 Q. — in information; would you agree?
 21 A. Yes.
 22 Q. In relation to someone's vulnerability.
 23 A. Yes.
 24 Q. So in an emergency, the accuracy of the information
 25 provided depended upon which system was accessed by the

81

1 individual who is looking for that information.
 2 A. Yes.
 3 Q. And it was a risk that that information would be
 4 inaccurate.
 5 A. It's a risk, yes.
 6 Q. First of all, had that potential and that risk been
 7 identified by anyone before the fire, can you remember?
 8 A. I think it probably had, yes, I think I probably had
 9 noted it, but I don't remember when.
 10 Q. Had anything been done to eliminate or reduce that risk
 11 in terms of instructions to staff or increasing the
 12 synthesis between the two systems?
 13 A. I think there were pieces of data — I'm not sure if
 14 data cleansing is the right word, but data quality
 15 processes we were trying to develop to ensure that these
 16 sorts of things balanced out across the two, as
 17 I remember, but the detail of when that was, I couldn't
 18 tell you.
 19 Q. Okay.
 20 Could we now turn on to a separate topic, which is
 21 the approval and adoption of the policy and the
 22 involvement of the health and safety team. Could we
 23 turn to document {TMO00865834}. It really flows from
 24 the matters we have been discussing.
 25 You will see at the bottom of that page there is

82

1 an email from Janice Wray, 7 December 2016 at 8.12 in
 2 the morning. If we go on to page 2 {TMO00865834/2}, you
 3 will see that she emailed you saying:
 4 "I am reviewing our fire policy and as part of the
 5 discussions with the H&S Committee there have been some
 6 questions about data on vulnerability — how is this
 7 captured, where is it stored, how reliable is it?
 8 "Are you able to advise please."
 9 If we go back to page 1 {TMO00865834/1}, you give
 10 your response. Then below the bullets you say:
 11 "Historic data is on Capita and we're in the process
 12 of moving it onto CRM. New data goes direct into CRM."
 13 Then you go on to reliability.
 14 Now, first of all, is that an accurate summary of
 15 the practice that was applied at least as at
 16 December 2016 —
 17 A. Yeah.
 18 Q. — as to transfer of information?
 19 Did you arrange for data to be transferred to CRM?
 20 A. I can't remember in detail how we were planning to do
 21 that. I suspect it was a question of trying to build
 22 the system so that they could do it as automatically as
 23 possible.
 24 Q. Asking an obvious question: did older data remain on
 25 Capita during this process?

83

1 A. As far as I'm aware, yes.
 2 Q. And it wouldn't be updated but CRM would be; is that
 3 a fair summary?
 4 A. CRM would be, Capita might be.
 5 Q. And the "might", it would be dependent upon —
 6 A. It would probably be dependent on the source of the
 7 data.
 8 Q. And by that do you mean —
 9 A. So if one of those forms was completed, it would have
 10 been sent to us in the central team and it would have
 11 been updated in Capita at that point.
 12 Q. Were you responsible for the orderly transfer of the
 13 data or was someone else?
 14 A. I wasn't responsible for it, no.
 15 Q. Can you remember who was?
 16 A. If it was going to be an automated system, then it would
 17 have come from — the IT team would have been involved
 18 in that. Whether that counts as responsibility, I don't
 19 know. I would have thought we were aiming for
 20 an automated process on it.
 21 Q. Now, looking at this email on 7 December, your response,
 22 you also mentioned:
 23 "We have a new Supporting People policy that I wrote
 24 a while back. I've handed it over to Tom now but it is
 25 live, though we need to do more work on publicising it."

84

1 Is Tom, Tom Buckley the policy adviser?
 2 A. Yes.
 3 Q. When did the policy go live? Was it April 2016, as
 4 we've discussed earlier?
 5 A. I don't recall, but I see no reason why it wouldn't have
 6 been.
 7 Q. For the avoidance of doubt, going live means approved
 8 and adopted and putting into practical application?
 9 A. Yes.
 10 Q. You refer to doing more work on publicising the policy;
 11 can you remember what you did to achieve that aim?
 12 A. We would have — well, I don't know what I actually did,
 13 but in terms of the options available, it would have
 14 been, like, internal newsletters, there was staff
 15 communications, talking about it at, you know, managers'
 16 forum and that sort of thing, potentially going to teams
 17 and talking to them about it. Possibly like the
 18 resident engagement team that I went to, I think
 19 I probably mentioned it to them, that sort of process as
 20 well. But also disseminating it through managers and
 21 making sure that — reminding them to make sure that
 22 they publicise it as well.
 23 Q. Had the concern to publicise it been prompted by any
 24 concerns or problems that people were unaware of the new
 25 policy?

85

1 A. Not that I recall, no.
 2 Q. Was that the first time you mentioned the finalised
 3 version of the policy to Janice Wray? The reason I ask
 4 is that the way you formulated that sentence, "We have
 5 a new Supporting People policy", might give the
 6 impression that this was the first time you had raised
 7 it with her.
 8 A. I don't recall whether I'd raised it with her before or
 9 not.
 10 Q. Can we now turn on to the supporting residents
 11 procedure, and if I could ask us to go to {TMO00880482}.
 12 That's the residents procedure. If we could go to
 13 page 7 {TMO00880482/7}, again at the end of this
 14 screenshot, you see "Operational date: April 2016". Was
 15 that the date it became operational so it paired with
 16 the policy?
 17 A. Yes.
 18 Q. Can we go back to the first page of this document
 19 {TMO00880482/1}, and just developing that last answer
 20 further, paragraph 1.1 says:
 21 "This procedure supports the Supporting Residents
 22 Policy, the key aim of which is to ensure that residents
 23 get access to any additional support they need to live
 24 their lives, whether that's provided by the TMO or other
 25 agencies, and/or for the TMO to be able to tailor its

86

1 services any other support."
 2 If we go further down the page, under the heading
 3 "Potential indicators and solutions", under
 4 paragraph 2.2 it identifies indicators that a resident
 5 may have support needs and recommends solutions.
 6 What contributions did other teams in the TMO have
 7 in relation to the preparation of this procedure?
 8 A. This was driven by the neighbourhood management team,
 9 Teresa specifically, as I recall, and probably —
 10 I can't remember whether she had a policy officer or
 11 not, but I certainly remember sitting down with Teresa
 12 drafting this procedure because, yeah, these sections
 13 were particularly hers.
 14 Q. Looking at the substance of section 2.2, were those
 15 prompted by a concern that practical guidance needed to
 16 be given to neighbourhood officers to know —
 17 A. "Concern" might not be the right word, but I think it
 18 was making sure that, you know, you provided the
 19 information to the neighbourhood officers and potential
 20 solutions for issues.
 21 Q. Can you recall whether Janice Wray was consulted upon
 22 the substance of this procedure before it came into
 23 force?
 24 A. I don't remember with certainty, no.
 25 Q. Likely or unlikely or possible?

87

1 A. Possible.
 2 Q. We've reviewed the document and there is no reference
 3 within it to fire, PEEPs or evacuation. Can you help us
 4 as to why those matters were not addressed in this
 5 procedure?
 6 A. I believe that — I think the intention was that the
 7 fire — well, the health and safety was its own separate
 8 area, and so the issues that were related to health and
 9 safety would be managed by that health and safety team
 10 and their policies and procedures.
 11 Q. And that would explain in particular why evacuation and
 12 the particular needs arising for vulnerable residents
 13 were not considered here?
 14 A. Yeah.
 15 Q. If we can go back to your second witness statement,
 16 {TMO00869574/3}, paragraph 12 again, you refer there
 17 again to the supporting people policy and said that:
 18 "This policy was signed off by the Senior Management
 19 Team at a meeting on 17 March 2016 and was referred to
 20 the Executive Team for approval before it could be
 21 introduced. As far as I am aware, this policy was not
 22 considered by the Executive Team before 14 June 2017 and
 23 I do not believe it was ever brought into force."
 24 Now, could a policy go live, as you described it, if
 25 it had not been approved by the executive team?

88

1 A. Yes. Like I said earlier, I don't recall the criteria
2 or the level of authority, if you like, that would
3 determine whether it would just need to go to the senior
4 management team or whether it would need to go to the
5 executive team, I can't recall. Yes, I mean, looking at
6 this, the documentation and the policy, it did go live.
7 Q. Just to ask the specific question: the procedure went
8 live in April 2016 and guided the TMO's actions
9 thereafter until the fire?
10 A. Yes, as far as I'm aware.
11 Q. Again, would the processes for publicising the existence
12 of the new procedure be exactly the same as those used
13 to publicise the existence of the new policy?
14 A. Yes, I suspect the procedure, being much more practical,
15 was probably disseminated to neighbourhood officers more
16 directly, because that's more relevant to them. They
17 actually need to see the, "If this, do that", rather
18 than the more strategic —
19 Q. Would Teresa Brown be able to assist us on the substance
20 of those matters?
21 A. I would have thought so.
22 Q. And can you recall from your perspective whether any
23 training was provided to anyone in relation to the
24 requirements of the policy and procedure?
25 A. I think they were, yes, but I don't remember the detail

89

1 of them. I certainly didn't provide it myself, but I'm
2 pretty sure that we — I think there was, yes.
3 Q. Apologies for coming back to this, but are you aware of
4 what the process would be whereby the senior management
5 team decided to refer something to the executive team in
6 relation, for example, to a new policy?
7 A. I don't recall now, no.
8 Q. Were you ever involved in those types of discussions?
9 A. No. I might have known at the time what the criteria
10 were, but I don't remember what they were and I wasn't
11 involved in — I wasn't on the senior management team.
12 Q. For the sake of clarity, are you able to assist the
13 panel on why the executive team had not signed off on
14 this policy before 14 June 2017?
15 A. I can't remember.
16 Q. But to paraphrase, it was not unusual for a policy not
17 to be signed off by the executive team but to come into
18 operational practice?
19 A. It certainly could happen. I don't know about usual or
20 unusual, but it could definitely happen, yeah.
21 Q. I now want to turn on to a separate, distinct topic, and
22 that's translation services.
23 If I could ask you to go to {TMO00849412}. Here we
24 go, "People & Performance" meeting, 17 June 2013, and if
25 we turn over the page to page 2 and through to 3 and

90

1 then culminating at 4, you see through those there were
2 various sections for team news, and here we go on page 4
3 {TMO00849412/4}, roughly a third of the way down,
4 "David" — that's you, I assume?
5 A. Yeah.
6 Q. And you say at the fourth bullet point:
7 "Now handling all TMO translation requests."
8 Why did you handle those requests for the TMO?
9 A. Because I was the budget holder.
10 Q. And did you handle them from 2013 until 2017?
11 A. I can't remember when I picked it up. I certainly
12 didn't have it when I joined. There was a point where
13 I picked it up. What year was this?
14 Q. This meeting is June 2013, so it would be from then.
15 A. Yeah.
16 Q. Okay.
17 Can you remember, give the panel a rough idea of how
18 many requests for translations were made per month or
19 half—yearly or yearly?
20 A. A handful. Maybe ten.
21 Q. Is that per year or per month? Sorry, I confused you
22 with the way I put the question.
23 A. I think it could have gone up to ten a month, but that
24 would be an exceptional month, as I recall. There are
25 spreadsheets somewhere with it listed in.

91

1 Q. What efforts did the TMO make to ensure that its
2 materials were accessible in other languages for
3 residents?
4 A. Most documents would have had a translation banner on
5 the back saying, "If you need this translated, contact
6 us and we'll try and get it done for you". I think that
7 was pretty standard on a lot of formal documents. It
8 was certainly on the tenancy agreement, it was on
9 corporate newsletters and those sorts of things.
10 Q. Can we go to, just following up that theme,
11 {TMO00873549}, which hopefully is an edition of
12 Link magazine, issue 60, from autumn/winter 2015.
13 Now, that's the TMO's own magazine published for
14 residents, isn't it?
15 A. Yeah.
16 Q. If we go to the last page, which is at page 40
17 {TMO00873549/40}, I think the information you were
18 referring to in answer to my previous question is that
19 in the lower box on that page.
20 A. Yes.
21 Q. Is that right?
22 A. Yes, and possibly in the box above it, I didn't see what
23 that was, but yes.
24 Q. Apologies, do you want to —
25 A. Oh, that's just the general contact. Yes, the

92

1 translation stuff is at the bottom, yes.
 2 Q. That box says that on request the magazine can be
 3 translated into Arabic, Bengali, French, Portuguese,
 4 Somali, Spanish. It was also possible to provide large
 5 print, audio and braille formats.
 6 You were responsible for responding to those
 7 requests for translation made in answer to that offer?
 8 A. Yeah.
 9 Q. How often would you receive requests that this magazine
 10 be translated, this specific magazine?
 11 A. I don't remember that specific magazine being requested,
 12 and I think I probably would because it was quite
 13 a bulky magazine and it would have cost a lot of money.
 14 Q. This one is 40 pages long.
 15 A. Yeah.
 16 Q. Was cost ever an inhibiting factor in acceding to any
 17 request?
 18 A. No.
 19 Q. From your perspective as the equality and diversity
 20 adviser, was that notice in your view sufficient to
 21 ensure that Grenfell residents were able to access
 22 information in languages identified in the notice, but
 23 also other languages that weren't identified in the
 24 notice?
 25 A. Yes. I don't know whether residents thought they could

93

1 only get translations from those languages. That
 2 wouldn't have been the case. We would have translated
 3 as widely as we could if somebody asked for it.
 4 Q. Did you ever get a request to translate into languages
 5 other than those identified in this box?
 6 A. Yes, I think so, but I can't really remember which ones.
 7 Q. Can you remember how frequently you received those
 8 requests?
 9 A. Not very often. We didn't receive many translation
 10 requests at all. The larger numbers that I mentioned
 11 earlier were usually — I suspect it was somewhere like
 12 the supporting people team who were working in sheltered
 13 housing and were working with a very specific group of
 14 people who they knew very well and knew what languages
 15 they would require.
 16 Q. Okay, thank you.
 17 Now I want to turn on to the topic of disability
 18 access to Grenfell Tower.
 19 If I could ask the document manager to bring up
 20 document {TMO00849939}. In summary, in 2013
 21 Claire Williams had an exchange with Bruce Soune, who
 22 is the architect for the Grenfell refurbishment, and
 23 a gentleman called Philip Booth. She was being asked to
 24 approve a proposal for a consultant to provide access to
 25 the tower. You were not copied in to this email. But

94

1 at the top of this email exchange, as you can see there,
 2 there is an email from Claire Williams on 8 October 2013
 3 at 9.26, and we can see that she said:
 4 "Apologies, I was awaiting for David Gibson to have
 5 a session with David Noble, who is our access man.
 6 I will raise this with him, if he is in this am,
 7 otherwise we can establish the result of his discussions
 8 at the design team meeting to get this sorted today."
 9 Do you recall any consideration of disability access
 10 to the tower for these new flats, any discussion with
 11 David Gibson or anyone else?
 12 A. Not the specifics on the tower, no, not that I recall.
 13 I do remember going to a meeting with the team and
 14 talking to them broadly about access and part M of the
 15 Building Regulations, all that sort of stuff, but not
 16 specifics on that, no. Which isn't to say it didn't
 17 happen, but I don't remember it.
 18 Q. Looking at that word "access", was there also discussion
 19 as to how people could evacuate if the need arose?
 20 A. I don't remember the discussion happening. I don't
 21 remember that discussion happening, so I can't remember
 22 whether there was talk about egress. But I would have
 23 thought this access was — the access that they were
 24 talking about here was more likely to be access into the
 25 tower — into, like, the main door, but not really

95

1 beyond that. Possibly internal lifts, but I don't
 2 think — there were plans around the lifts at that
 3 point, but I think this was more around access into the
 4 doors.
 5 Q. Okay.
 6 Now turn to a separate document, {TMO10004295}. You
 7 attended, we can see there, you're the last identified
 8 attendee, a meeting of the capital investment team
 9 meeting on 25 October 2013.
 10 A. Yeah.
 11 Q. You were listed as a "guest spot" on the first item, and
 12 the minutes record:
 13 "DN working to make sure that consideration to
 14 Part M/access and Equality Act requirements are included
 15 and recorded thro the process, ie design, during works
 16 and finally on Keystone. This could be resident
 17 profiling for lift renewals leading to decants/temp
 18 accommodation or how to manage access for disabled
 19 residents during works.
 20 "DN noted that in refurbishment it may not be
 21 possible to include full access works, but this needs to
 22 be recorded if no reasonable adjustments could be made,
 23 ie not reasonably practicable in terms of expense."
 24 Can we take it from Claire Williams' email on
 25 8 October that you provided this advice to the capital

96

1 investment team for the Grenfell Tower refurbishment
 2 project?
 3 A. From this advice?
 4 Q. Yes.
 5 A. No, this is broad, this is access generally, and I don't
 6 believe this was Grenfell specifically.
 7 Q. So it was generic to the TMO's stock, housing estate?
 8 A. Yes.
 9 Q. Were you asked to provide specific part M Equality Act
 10 advice in relation to access problems during major
 11 works, ie the refurbishment at Grenfell?
 12 A. Not project-specific, no. Not that I recall. Certainly
 13 not Grenfell. There may have been other ones, but
 14 I don't recall them.
 15 Q. But you don't recall any in relation to Grenfell?
 16 A. No.
 17 Q. Okay.
 18 When you considered it at the generic level, did you
 19 consider provisions for evacuation should the need
 20 arise?
 21 A. No, this was more specifically to do with access
 22 broadly.
 23 Q. When you say access —
 24 A. I would mainly say that was because I would have
 25 considered egress to be a health and safety — emergency

97

1 egress is a health and safety issue and not my area of
 2 expertise.
 3 Q. Was that something upon which you would have advised
 4 David Gibson when he asked you or Claire Williams if she
 5 had asked you?
 6 A. Yes. Yes, because issues around that would — you would
 7 be talking about things like fire doors and that sort of
 8 stuff, and that's not where I would have any expertise
 9 in talking about.
 10 Q. Penultimate section now, briefly dealing with
 11 complaints.
 12 Could I ask you to turn to {TMO00852174}. It's
 13 a resident engagement team briefing, 2 February 2015.
 14 We can see that you attended. You were the last
 15 attendee identified.
 16 If we can go to agenda item 3.0, which is at the
 17 bottom of page 2 {TMO00852174/2} but goes over to
 18 page 3. If we see at the bottom of that page, you are:
 19 "... assisting in streamlining the Complaints
 20 process/policy; especially concerning Councillors
 21 enquiries/complaints as they do not always go through
 22 the proper route. No significant changes relating to
 23 resident complaints."
 24 What were the problems with enquiries/complaints not
 25 going through the proper route? Can you remember now?

98

1 A. I can't for certain. I suspect it was whether
 2 councillors were just emailing executives rather than
 3 going through the complaints team. So it's about then
 4 making sure that actually the councillors are told to go
 5 through the complaints team so that the information is
 6 stored in the places it's supposed to be, rather than
 7 just going to the — to Robert or Sacha or whoever and
 8 saying whatever it was that they wanted to say.
 9 Q. And how did you streamline the process?
 10 A. I can't remember.
 11 Q. Can you remember whether the streamlining removed the
 12 problems which you had been asked to address, or whether
 13 they persisted?
 14 A. I'm not sure that you can ever change a policy that will
 15 stop a councillor emailing somebody.
 16 Q. Understood.
 17 The final question relates to Textbursts. We don't
 18 need to go to the statement, but it's at paragraph 8 of
 19 your second witness statement {TMO00869574/2}. You
 20 refer to using Textburst to message staff on the night
 21 of the fire.
 22 My question is two-fold: was Textburst used, first
 23 of all, to communicate with residents generally?
 24 A. No.
 25 Q. Was it used —

99

1 A. Well, no, actually, that's not — I don't think that's
 2 true. I never used it to contact residents. I believe
 3 that they did use it — I think they had some phone
 4 numbers of some residents for some capital programme
 5 pieces of work, but I can't — I don't know which ones,
 6 that wasn't something that I was aware. But — so,
 7 yeah, they had the Textburst system before I was given
 8 access to it, but my focus was solely for staff.
 9 Q. Do you recall Textburst being used on the night of the
 10 fire as a means to communicate with residents?
 11 A. I don't recall that, no. That isn't to say it didn't
 12 happen.
 13 MR KINNIER: Mr Noble, I've come to the end of my prepared
 14 questions. There may be others.
 15 Sir, we ordinarily allow 20 minutes in relation to
 16 TMO witnesses. That was the practice in Module 1. I'm
 17 in your hands, given the present timing.
 18 SIR MARTIN MOORE-BICK: Well, I would have thought that we
 19 might on this occasion allow 15 minutes. If you're told
 20 that further time is required, then of course you can
 21 let us know and we'll try to oblige.
 22 MR KINNIER: I'm grateful.
 23 SIR MARTIN MOORE-BICK: I think for the moment, what we'll
 24 say is that we'll be back at 1 o'clock.
 25 MR KINNIER: Thank you, sir.

100

1 SIR MARTIN MOORE—BICK: Mr Noble, I don't know whether you
2 understand the system, but when counsel gets to the end
3 of his prepared questions, we always have a break, first
4 of all to let him check that he has not missed anything
5 out, and secondly to allow other people who are not in
6 the room but who are following the proceedings to
7 suggest further matters on which we might need your
8 help.
9 So we will take that break now. We will come back
10 at 1 o'clock and see whether there are any more
11 questions for you. But unless there are a lot more than
12 I think likely, you will be able to get away fairly
13 shortly after 1 o'clock.
14 THE WITNESS: Okay, thank you.
15 SIR MARTIN MOORE—BICK: All right? Good. So would you go
16 with the usher, please, and don't talk to anyone about
17 your evidence while you're away. Thank you.
18 (Pause)
19 Right, Mr Kinnier, 1 o'clock, unless we receive
20 a message that more time is required.
21 MR KINNIER: Thank you, sir.
22 (12.48 pm)
23 (A short break)
24 (1.05 pm)
25 SIR MARTIN MOORE—BICK: Right, Mr Noble. Well, I think

101

1 there may be one or two questions for you, but we will
2 see how we go.
3 THE WITNESS: Okay.
4 SIR MARTIN MOORE—BICK: Yes, Mr Kinnier.
5 MR KINNIER: There are a few, thank you, sir.
6 Mr Noble, were you aware of any access audits being
7 carried out in relation to Grenfell Tower or, indeed,
8 any other TMO property?
9 A. I don't know specifically about Grenfell, but I do
10 remember that access audits were carried out.
11 Q. What would be the circumstances in which an access audit
12 would be carried out?
13 A. I can't remember the detail of it now.
14 Q. Were you ever shown an access audit handbook? We can
15 bring it up to refresh your memory, it's {RBK00045171}.
16 A. No.
17 Q. You have never seen it?
18 A. Er ... no.
19 Q. Sure?
20 A. Not that version. I went on a course with the Centre
21 for Accessible Environments to do the access auditing.
22 Whether it was that specific handbook, I can't remember.
23 Q. Could we look at page 14 within this handbook
24 {RBK00045171/14}. If we look in the first paragraph,
25 it's the last four lines, it says:

102

1 "Importantly, the auditor should also consider how
2 easy a building is to exit — this can easily be
3 overlooked when the overall emphasis is on enabling
4 people to get into and around buildings ..."
5 Were you aware of that recommendation?
6 A. Yes.
7 Q. And yet, notwithstanding that recommendation —
8 A. Well, you see, I wouldn't have said I was doing access
9 audits.
10 Q. And what would you be saying you would be —
11 A. I would say I was giving them advice and guidance on how
12 to do one.
13 Q. Can we now turn on to some other matters.
14 Which departments within the council would you work
15 with, if any?
16 A. So there was — I can't remember which departments they
17 were necessarily, but I worked with the worklessness
18 co-ordinator on the worklessness project. There was
19 when I first joined an equality and diversity person,
20 I can't remember where they sat specifically
21 organisationally, but they left after a couple of years,
22 maybe, and I don't think they were replaced. So at that
23 point the main work I did with the council I think would
24 have been around the employability/worklessness project.
25 And the council would do an equality impact assessment

103

1 of the TMO, I think it was, I can't remember the detail
2 of it, so I certainly would do some work with them on
3 that.
4 Q. And how regular would that happen?
5 A. That was annual, I think.
6 Q. When a tenant was referred to the TMO, what information
7 regarding a new tenant's needs would the TMO receive, if
8 any, from RBKC? Can you help us with that?
9 A. I don't know. That would have gone through the
10 neighbourhood team.
11 Q. And similarly, would the neighbourhood team be the
12 relevant team for receiving information from social
13 services departments of the council in respect of
14 whether a tenant or a prospective tenant was
15 receiving —
16 A. They may be. So aids and adaptations would be done by
17 the asset and regen team, so they would be working with
18 the occupational therapists to make any changes to
19 a flat that needed to be done, like handrails putting in
20 or whatever it is that the resident needed. In terms of
21 the social services stuff, that would have gone to the
22 neighbourhood officers, so the neighbourhood officers
23 would be working with social services teams. I know
24 that they did; I don't know the detail of what they did
25 specifically.

104

1 Q. Okay.

2 In light of the limited resident profile information
3 that was available on the night of the fire, would you
4 accept that, in that regard, there was a failure of the
5 TMO's equality and diversity policies to enable full,
6 complete and accurate information to be available about
7 residents' vulnerabilities in the event of an emergency
8 such as the fire on 14 June?

9 A. I suppose you could view it that way, yes. I mean, the
10 issue — there were a lot of problems — I mean, I sent
11 them the information that I had, but the issue was, as
12 I recall, which is why I sent them a revised version, is
13 that the documents were just too big to read on a phone,
14 they went across multiple columns. And at that point of
15 the — well, the morning, at 5 o'clock in the morning,
16 I think it was really a question of names and who was in
17 the building. Whether they were vulnerable or not at
18 that point I think — I think they'd passed that stage.
19 So, you know, maybe at 1 o'clock in the morning that was
20 more of an issue, but not by 5.00.

21 Q. Would you accept that it was your responsibility as the
22 equality and diversity adviser to ensure that the TMO's
23 health and safety department complied with equality
24 obligations in relation to fire safety arrangements, the
25 provision of PEEPs, and evacuation?

105

1 A. No, I would have said it was my responsibility to ensure
2 that they had the advice that they needed.

3 Q. And looking back now, looking back at, in particular,
4 the detail and accuracy of information and how it was
5 recorded regarding residents' vulnerabilities, is there
6 anything you would have done differently?

7 A. I think we were on the route from moving from Capita,
8 which was not a particularly user friendly and quite
9 restrictive system, towards the CRM system, which gave
10 us a lot more flexibility about what and how we could
11 record information and we were in that process. Yes, if
12 we could do it again, then I'd do it faster.

13 Q. You gave evidence that you had no requests at all to
14 translate Link magazine and very few translation
15 requests overall for documents which contained
16 information. Were you aware that there were certainly
17 some TMO residents who could not read English?

18 A. Yes.

19 Q. And did you give —

20 A. Well, I don't know that I knew of specific residents who
21 couldn't read English, but I knew that there were some
22 that couldn't.

23 Q. What arrangements did you put in place to ensure that
24 that cohort of residents understood information such as
25 fire safety information?

106

1 A. So there was an interpretation service available as
2 well, so that it could be done verbally, so that the
3 neighbourhood officers would have access to a service to
4 get an interpreter to visit on site or potentially over
5 the phone to do that sort of thing, and we also would
6 have done outreach work with local organisations, like
7 there was a Somali group in the area that we would
8 have — I don't know that we necessarily did it with the
9 health and safety stuff, but I think we did. I'm pretty
10 sure we did something around stay put with them, to help
11 them then disseminate that information to their members,
12 who may not be able to read or wouldn't necessarily
13 engage with us in the ways that we'd particularly want
14 them to do. So we would do that sort of outreach work
15 as well.

16 Q. So taking that particular example, the Somali community
17 and stay put, was that work prompted by concerns amongst
18 that community that its constituent members did not
19 understand what to do in the case of a fire?

20 A. I don't know that for certain, no. I think it was
21 general outreach work that we were doing with them, and
22 I think it was an opportunity for — to get a range of
23 information out, and I'm pretty sure that was one of
24 those pieces — but I don't remember — I don't think
25 there was a specific issue around health and safety that

107

1 they had concerns about that they came to us with.

2 Q. Did the fact of low translation requests cause any
3 concern about how residents could understand information
4 that was being provided, mindful that there was a cohort
5 of tenants/residents who may not have English as a first
6 language?

7 A. No, not particularly. I mean, there were always issues
8 and concerns around how any communication was being read
9 generally by the general population as to, you know,
10 sending out information and was it getting read.
11 You know, there were circumstances I vaguely remember,
12 not the specifics, but, you know, we'd sent letters to
13 people and they hadn't bothered reading them, and that
14 wasn't a language issue, that was, you know, people not
15 bothering to read letters, as we all do from time to
16 time, you know, letters come in, you don't necessarily
17 read them, or not properly. So, you know, there was
18 generally always work happening to try and improve the
19 engagement with residents. So, you know, language was
20 within that, and it was done at roadshows and things,
21 you know, we would make sure that when we did — when we
22 went out with roadshows on to estates, we would make
23 sure we told residents in person, "Look, if you get
24 a document and you can't read it, please contact us and
25 we'll get it translated for you".

108

1 Q. Finally, is there anything that we have covered today or
2 anything else we haven't covered today that you feel
3 would assist the panel's deliberations?
4 A. No, I don't think so.
5 Q. Is there anything else you would like to say?
6 A. No.
7 MR KINNIER: In those circumstances, Mr Noble, thank you
8 very much for attending today to give evidence. It's
9 been very helpful indeed. Thank you.
10 THE WITNESS: Thank you.
11 SIR MARTIN MOORE-BICK: Yes, Mr Noble, and I would like to
12 thank you as well on behalf of the panel and myself for
13 coming to give your evidence. It has been very helpful
14 to hear what you have to tell us and very useful to us,
15 so we are very grateful.
16 Thank you very much, you are now free to go. Thank
17 you very much.
18 THE WITNESS: Thank you.
19 (The witness withdrew)
20 SIR MARTIN MOORE-BICK: Good, thank you very much. Well,
21 that's the point at which we ought to break for some
22 lunch. We will resume at 2.15, please.
23 MR KINNIER: Thank you, sir.
24 SIR MARTIN MOORE-BICK: Thank you very much.
25 (1.17 pm)

109

1 (The short adjournment)
2 (2.15 pm)
3 SIR MARTIN MOORE-BICK: Yes, Mr Kinnier.
4 MR KINNIER: Thank you, sir. May I call Mark Anderson.
5 SIR MARTIN MOORE-BICK: Right, thank you.
6 MR MARK ANDERSON (affirmed)
7 SIR MARTIN MOORE-BICK: Good, thank you very much.
8 Yes, Mr Kinnier.
9 MR KINNIER: Thank you, sir.
10 Questions from COUNSEL TO THE INQUIRY
11 MR KINNIER: Would you mind confirming your name for the
12 record, please.
13 A. Mark Anderson.
14 Q. Mr Anderson, good afternoon. Thank you again for coming
15 to give evidence to the Inquiry. In this module we will
16 be looking at the governance of fire safety by the TMO
17 and your role in that, and the role particularly
18 relating to fire safety.
19 Just to confirm again for the record, you have made
20 two statements to the Inquiry that deal with events
21 leading up to 14 June 2017, and they are, for the
22 record, the first statement dated 12 February 2019,
23 which is at {TMO10048968}, which I will refer to as your
24 first statement; the second one dated 5 November 2019,
25 {TMO00847334}, which I'll refer to as your second

110

1 statement.
2 Mr Anderson, just some context questions to start
3 off with, first of all.
4 You started in the social housing sector with
5 Sanctuary Housing in 1992; is that correct?
6 A. That's correct.
7 Q. And you joined the TMO in 2010?
8 A. 2011.
9 Q. Before you joined the TMO, did any of your roles involve
10 the management of fire safety?
11 A. Yes, a number of them.
12 Q. Can you just give some background as to what those roles
13 were and the extent of your involvement in fire safety?
14 A. I'd held equivalent roles with a number of housing
15 organisations prior to the role that I hold with
16 Kensington and Chelsea TMO.
17 Q. What training did you have to enable you to manage
18 fire safety in social housing before you started work at
19 the TMO?
20 A. I cannot recall specifically what the training was.
21 Over the years, there had — I'd certainly myself
22 attended a number of either organisationally
23 organised — sorry, organisationally facilitated,
24 external specialist facilitated or contractor servicing
25 partner facilitated sessions in relation to legislative

111

1 requirements, legislative changes, and the way in which
2 fire safety arrangements should be managed. But that
3 was all part of broader health and safety and compliance
4 aspects.
5 Q. What fire safety training did you receive whilst at the
6 TMO?
7 A. I cannot recall specifically what they were. I do
8 recall that the HR team facilitated annual refresher
9 training, some of which did involve fire safety matters.
10 It also included matters relating to asbestos
11 management, electrical safety, lifts, water hygiene.
12 There were a number of seminars that I attended, either
13 self-initiated or through professional bodies that I was
14 a member of at the time, in respect of CPD, and things
15 of a similar nature to that, either online or in person.
16 Q. Thank you.
17 Did you receive any specific training on the
18 requirements of the Regulatory Reform (Fire Safety)
19 Order 2005 whilst at the TMO?
20 A. I recall that there were a number of sessions. I can't
21 recall who facilitated those, but I do remember that
22 certainly one of them was an external party. That was
23 in relation to the RRO, the requirements of the RRO, and
24 how that was applied or applicable to social housing.
25 Q. Thank you.

112

1 Were you familiar with any of the specific guidance
 2 published by the Government in relation to fire safety
 3 matters and, in particular, the Local Government
 4 Association's guidance on fire safety in purpose-built
 5 flats, which was published in 2011?
 6 A. I do recall seeing the LGA guide — apologies, Local
 7 Government Association guide, and I do recall there
 8 being a number of other summary guides that Department
 9 for Communities and Local Government published,
 10 subsequently —
 11 Q. I'll take you through some of those.
 12 Did you read the LGA guide, or were you aware of its
 13 existence more than anything?
 14 A. I was aware of its existence. I can't recall whether
 15 I specifically read it. I'd be surprised if I didn't.
 16 Q. First of all, were you aware of LACORS's guidance
 17 entitled, "Housing — Fire Safety Guidance on fire safety
 18 provisions for certain types of existing housing"?
 19 A. I do recall that being one of the supplementary guides.
 20 Q. Did you receive any specific training on the LGA guide
 21 or the LACORS guide?
 22 A. I don't recall specific training in relation to those.
 23 It was generally captured as much broader fire safety
 24 training or awareness sessions.
 25 Q. Did you use the documents to inform yourself about the

113

1 approach or best practice of the management of
 2 fire safety in your work?
 3 A. As I said earlier, I can't recall specifically, but
 4 I think there were general approaches within the social
 5 housing sector at that time in respect of fire safety
 6 management, and so I was aware of best practice at that
 7 time.
 8 Q. Thank you.
 9 Can we now turn to your role in the management of
 10 fire safety, and if we could go in particular to
 11 paragraphs 67 to 70 of your first witness statement,
 12 which can be found at {TMO10048968/15}. I'll invite you
 13 just to refresh your memory briefly by reading those
 14 four paragraphs.
 15 (Pause)
 16 A. Okay.
 17 Q. Now, in summary, just to understand what the scope of
 18 your responsibility was, is it right to understand that
 19 you were responsible for ensuring that TMO had systems
 20 to assess its properties for health and safety risks?
 21 A. Correct.
 22 Q. And that role included ensuring that fire risk
 23 assessments were being undertaken for each relevant
 24 property?
 25 A. Correct.

114

1 Q. And it was for the health and safety team to procure
 2 fire risk assessments and ensure that they were carried
 3 out correctly?
 4 A. That was their function within the TMO, yes.
 5 Q. And you yourself relied on the health and safety team's
 6 reports and feedback in relation to the content and
 7 adequacy of FRAs?
 8 A. Yes.
 9 Q. In particular, you were not responsible for reviewing
 10 the findings of FRAs; is that fair?
 11 A. That's correct.
 12 Q. Or to check that the actions arising out of the FRAs had
 13 been undertaken, except in relation to your own
 14 department?
 15 A. Only if they were escalated to me.
 16 Q. Could you give us an idea, what type of actions
 17 identified in FRAs would be escalated to you?
 18 A. Generally speaking, the process was that the health and
 19 safety team would have reviewed the FRAs and any
 20 recommendations coming out of that. They would have
 21 ensured that they were put onto the systems or brought
 22 to the attention of individuals within my directorate to
 23 action. Usually the type of escalation I'm talking
 24 about is if there was an inordinate delay to the
 25 progression of that work.

115

1 Q. Thank you.
 2 Following on from that, if you were aware that
 3 properties weren't being fire risk assessed, would you
 4 be the one who was ultimately responsible for taking
 5 action to ensure that they were fire risk assessed?
 6 A. My understanding was that that remit sat with the health
 7 and safety team. It would certainly be an obligation on
 8 me, however, to point out that I thought one had not
 9 been done or a number had not been done.
 10 Q. Flowing on from that, if you were aware of a fire risk
 11 that hadn't been addressed, ultimately you would be
 12 responsible for taking action or ensuring that the
 13 relevant individual took action?
 14 A. Yes.
 15 Q. Although you're responsible for ensuring an appropriate
 16 system was in place, is it right to say that you had no
 17 or little knowledge of the conclusions or reports
 18 arising from individual FRAs?
 19 A. That's correct.
 20 Q. Or the scope of those reports?
 21 A. Correct.
 22 Q. How frequently the FRAs themselves were carried out?
 23 A. Correct.
 24 Q. Or indeed by whom?
 25 A. My understanding was that the FRAs at the time I was

116

1 employed by the TMO were undertaken by Mr Carl Stokes.
 2 Q. Okay.
 3 Now, given the nature and extent of your
 4 responsibilities and what you didn't know, could you
 5 help the panel on how you could exercise effective
 6 responsibility for ensuring that the TMO had adequate
 7 fire risk assessment procedures in place?
 8 A. Fire risk assessment procedures or fire management
 9 procedures?
 10 Q. Well, fire risk assessment procedures was the question
 11 I asked.
 12 A. So in terms of the fire risk assessment procedures,
 13 there was a policy that set out the requirements in
 14 relation to fire risk assessments. That was quite clear
 15 that that was a function performed by the health and
 16 safety team. The health and safety team prior to my
 17 starting had procured the services. I can't recall the
 18 name of the consultancy —
 19 Q. Are you thinking of Salvus?
 20 A. No, no, this is the one that Mr Stokes was procured
 21 through. I can't recall the name of his consultancy
 22 business. And that there was a specification of
 23 requirements. He was engaged to provide that service.
 24 Those fire risk assessments were in accordance with
 25 guidance at the time, and they were managed and

117

1 administered by the health and safety team. Actions
 2 arising from those fire risk assessments were then
 3 notified by the health and safety team to individual
 4 parts of the organisation with responsibility for
 5 ensuring that those actions were closed.
 6 Q. So if I can summarise your evidence, and say so if this
 7 is done unfairly, you were satisfied that, as a result
 8 of the arrangements under the policy, appropriate
 9 procedures were in place for discharging obligations in
 10 respect of fire risk assessment?
 11 A. Yes, because it would be the policy that I would refer
 12 back to in terms of what was the policy, what were the
 13 requirements, what was the process.
 14 Q. Now, you were attempting, I think, to draw a distinction
 15 between FRA, fire risk assessment, and fire management.
 16 Would you explain to the panel the distinction you're
 17 seeking to apply here?
 18 A. Fire management is a much broader process, and fire risk
 19 assessments are part of a fire management strategy or
 20 process.
 21 Q. Okay.
 22 Now, if we can turn to paragraph 19 of your second
 23 witness statement, which is at {TMO00847334/5}, you say
 24 this:
 25 "I was not involved in overseeing the TMO's Fire

118

1 Risk Assessment programme, however if an action arising
 2 from the programme was assigned to my directorate, this
 3 would be progressed by the respective teams under my
 4 management. I had no role in ensuring that the FRA
 5 programme complied with the Regulatory Reform (Fire
 6 Safety) Order as this was the responsibility of the
 7 TMO's Health and Safety team."
 8 Now, in paragraph 67 of your first statement
 9 {TMO10048968/15}, you say that you're responsible for
 10 ensuring that an FRA programme was in place, yet here
 11 you seem to be saying that you had no involvement in
 12 overseeing the programme.
 13 First of all, is there a difference between what
 14 you're saying in your first and second statements? If
 15 so, can you explain that difference?
 16 A. Yes. So, yes, there is a difference. In the first
 17 statement, that relates to my role as director of
 18 ultimately assets and regeneration, and needing to be
 19 satisfied that there was an FRA programme in place. In
 20 this statement at paragraph 19, what I'm actually
 21 talking about is the programme itself, the delivery of
 22 the programme of FRAs, and that was very much the remit
 23 of the health and safety team.
 24 Q. Now, your responsibility — and apologies for just going
 25 back to clarify this — appears to be ensuring that

119

1 actions highlighted by FRAs would be completed by the
 2 team to which the action had been allocated. I think
 3 you're nodding. Is that fair?
 4 A. That's correct.
 5 Q. Would you also then accept as the consequence that if
 6 an action had not been completed or had not been
 7 completed within the specified time, that too was your
 8 responsibility for sorting out?
 9 A. Correct, and that goes back to my earlier point about
 10 those issues that were escalated, because generally what
 11 would happen is they'd be assigned to an officer; if
 12 that wasn't resolved to the health and safety team's
 13 satisfaction it would be raised with the manager; if
 14 that wasn't then resolved it would be escalated to me.
 15 Q. So you weren't so much monitoring compliance with FRAs,
 16 it came across your desk when something wasn't done, ie
 17 your role was reactive rather than proactive?
 18 A. That's correct. My understanding is that the monitoring
 19 was undertaken by the health and safety team and
 20 reported up through — there were a number of health and
 21 safety fora within KCTMO.
 22 Q. Thank you.
 23 Looking further on the extent of your
 24 responsibilities, first of all, were you responsible for
 25 investment in fire safety measures?

120

1 A. Yes.
 2 Q. Planned maintenance of fire safety measures?
 3 A. Yes.
 4 Q. Management of fire safety measures in TMO or RBKC assets
 5 or stock?
 6 A. Correct.
 7 Q. Responsive repairs to fire safety measures?
 8 A. No.
 9 Q. And why do you say that was outside your remit?
 10 A. There were two separate teams, there was assets and
 11 regeneration, and then there was — I'm trying to recall
 12 what their title was, but they dealt with responsive
 13 repairs. They weren't part of my directorate.
 14 Q. Did you have a responsibility to ensure that any
 15 contracts let by your team would ensure compliance with
 16 fire safety legislation and requirements?
 17 A. Where applicable, yes.
 18 Q. And how did you ensure that compliance?
 19 A. In relation to your last question?
 20 Q. In relation to the contracts, yes.
 21 A. Generally they were included as requirements within the
 22 specification and the tender documentation requirements.
 23 Q. So that's the sort of general requirements you see in
 24 contracts saying, "You must comply with the Health and
 25 Safety at Work Act", et cetera, is that what you have in

121

1 mind?
 2 A. I think that's a very basic approach. I think in some
 3 instances you could be a lot more sophisticated and
 4 detailed than that.
 5 Q. Were you?
 6 A. Where it was necessary, yes.
 7 Q. And what types of contract would it be necessary to be
 8 more specific and sophisticated?
 9 A. For me, if there was one that particularly related to
 10 fire safety matters or fire safety management, then
 11 I would expect there to be a lot more detail about the
 12 expectations of the client as an organisation of that
 13 service provider or consultant.
 14 Q. Thank you.
 15 Now, can we turn to the TMO's health and safety
 16 policy, which can be found at {TMO10031076}. We can see
 17 in the bottom left-hand corner at the first page it's
 18 dated December 2012, so that would be current just as
 19 you were coming to the end of your time at the TMO; is
 20 that correct?
 21 A. Correct.
 22 Q. If we could go to page 3 {TMO10031076/3} and
 23 paragraph 2.8 in particular, that sets out the scope and
 24 responsibility of the operations directorate. It says
 25 the directorate is responsible for:

122

1 " ■ resident safety in particular in the areas of
 2 fire safety, gas safety, electrical safety, Legionella
 3 prevention and water quality and lift safety;
 4 " ■ taking a joint role with the Health & Safety Team
 5 in managing asbestos at work;
 6 " ■ monitoring the health and safety performance of
 7 the contractors under their control;
 8 " ■ organising an Asset & Regeneration & Repairs
 9 Health & Safety Group consisting of all technical
 10 managers and Health and Safety to meet at least
 11 bi-monthly and provide a forum for discussion and
 12 monitoring health and safety issues across the service
 13 area."
 14 Now, at first blush, that would suggest that the
 15 operations directorate, your directorate, had
 16 a significant operational involvement in health and
 17 safety; would you agree?
 18 A. Yes.
 19 Q. In particular, a responsibility for resident
 20 fire safety; would you agree with that?
 21 A. Yes.
 22 Q. And that would have required significant competent
 23 management from the operational side.
 24 A. Correct.
 25 Q. Yes, and significant oversight from you, presumably,

123

1 also?
 2 A. At an operational level or at a strategic level?
 3 Q. Operational level first.
 4 A. To an extent, yes.
 5 Q. What was that extent?
 6 A. I in turn would rely on my service managers to have much
 7 more operational involvement and knowledge of the detail
 8 around fire safety.
 9 Q. And what was the extent of your strategic oversight of
 10 these responsibilities in relation to resident
 11 fire safety?
 12 A. It would be much more about the: were we broadly meeting
 13 the requirements of health and safety policy? Were we
 14 broadly, as an organisation, looking to evolve the
 15 service so that we addressed future demand or arising
 16 legislation, et cetera?
 17 Q. Thank you.
 18 Now, one of the areas for which you were
 19 responsible, your directorate, was the TMO's fire
 20 protection systems policy; is that right?
 21 A. As in the writing of the policy?
 22 Q. Writing and application. Take writing, first of all.
 23 A. Yes, with support from other parts of the organisation.
 24 Q. Well, let's look at minutes from the TMO's assets and
 25 regeneration health and safety group meeting in

124

1 May 2012, and we can find those at {TMO00869805}.

2 Now, we see in the top of that it was chaired by

3 a J Borra. Can you remind us first of all who he was

4 and what his position was?

5 A. John Borra, and he was policy and performance manager

6 within the assets and regeneration team.

7 Q. Would you have chaired that meeting at any time during

8 your tenure at the TMO?

9 A. I may have chaired the initial meeting that I attended.

10 Q. So when you started in 2011?

11 A. Yes. Yeah.

12 Mr Chairman, would it be okay if I took my jacket

13 off? It's a bit warm.

14 SIR MARTIN MOORE—BICK: Of course it would, yes.

15 A. Thank you.

16 MR KINNIER: I should say, Mr Anderson, if you need a break

17 at any time, just shout.

18 A. It's just rather warm.

19 SIR MARTIN MOORE—BICK: No, no, you make yourself

20 comfortable.

21 A. Thank you.

22 SIR MARTIN MOORE—BICK: You have some water there, haven't

23 you?

24 A. Yes, thank you. Thank you very much.

25 MR KINNIER: Mr Anderson, you said you may have chaired the

125

1 initial meeting; why did you not chair the subsequent

2 ones?

3 A. It would appear I delegated that to John Borra.

4 Q. And was there a specific reason for doing so?

5 A. John's role was very much looking at policy and the

6 performance and making sure that we were according with

7 those requirements. If I recall correctly, there was —

8 so this was assets and regeneration. There was another

9 health and safety group, which I believe was TMO wide,

10 and there was also a performance group, both of which

11 I attended on occasion.

12 Q. But didn't chair?

13 A. No.

14 Q. If we can turn to page 5 of these minutes

15 {TMO00869805/5}, in particular item 11.0, there we see

16 "Policy/Procedures — New/Currently Under Review". We

17 see at 11.7:

18 "Fire Protection Systems — Final draft with MA for

19 final comment."

20 First of all, presumably that MA is you?

21 A. Correct.

22 Q. It might be useful to look at that policy, and the

23 version I would like you to look at is dated

24 10 February 2012. That can be found at {TMO00870933}.

25 A. Could I just check the date of these minutes again?

126

1 Q. Of course, yes.

2 A. That was May, was it?

3 Q. Exactly so.

4 A. Thank you.

5 Q. May 2012. So this is dated, as you see in the top,

6 10 February 2012, and what I might do is just invite you

7 to skim read it briefly. It's a very short document.

8 The point I'm going to put to you is that there is no

9 mention in that policy of any fire strategy or the TMO

10 health and safety policy, and I would be grateful for

11 your explanation as to why those matters would not have

12 been addressed here. But I'll just let you satisfy

13 yourself that those matters aren't mentioned there.

14 (Pause)

15 Now you have had a look at that, Mr Anderson, can

16 you explain why that document didn't refer to the fire

17 safety strategy or the TMO's health and safety policy?

18 A. I can't. I can only presume that, as this was — that

19 the TMO health and safety policy was an overarching

20 document and this fed underneath it. In hindsight,

21 I think it should have made reference to them.

22 Q. Similarly, looking at the fire safety strategy in

23 particular, given that the subject of this policy is

24 fire protection systems, one would ordinarily expect, is

25 it fair to say, reference to the fire safety strategy in

127

1 such a policy?

2 A. I think that would be a good thing, yes.

3 Q. Again, for the avoidance of doubt, you can't explain why

4 it's not in there?

5 A. No. No.

6 Q. Could we go back in this document to the second page and

7 paragraph 1.2 in particular {TMO00870933/2}. There we

8 have a list of six systems identified.

9 Can you help us again: in a policy concerned with

10 fire protection systems, there is no mention of the

11 smoke control systems; can you help us as to why not?

12 A. No, I don't know why it's not specifically highlighted

13 as — or identified as a category.

14 Q. Can you help as to why there is no detail regarding

15 planned preventative maintenance, particularly to

16 communal fire doors or door-closers?

17 A. My recollection is that the fire door closer servicing

18 and maintenance and the fire doors themselves were

19 captured under the responsive repairs maintenance

20 contracts.

21 Q. In relation to lifts, because there is no mention of

22 lifts there either, where would that be captured?

23 A. I ... my recollection was that there was also a lift

24 policy or procedure.

25 Q. There is no reference to those policies or procedures in

128

1 this document, though, is there?
 2 A. No, there's not. Well, certainly not from what I've
 3 seen.
 4 Q. And there's no reference to any other policy documents,
 5 whether by reference or encouragement to read when
 6 looking at this policy?
 7 A. No, there does appear to be an overall absence of
 8 cross-referencing to other policies.
 9 Q. Would your department have been responsible for
 10 overseeing the work, planned preventative
 11 maintenance/service visits, in relation to these six
 12 identified systems?
 13 A. Yes.
 14 Q. Now, staying on that page, can we look at paragraph 2.1,
 15 under the heading "Purpose", and it says:
 16 "The purpose of this Procedure Note is to identify
 17 the action to be taken by the TMO following a report of
 18 a breakdown or malfunction to any element outlined in
 19 1.2 above."
 20 Now, the purpose of this procedure is reactive, not
 21 preventative; is that a fair summary, looking at what's
 22 set out in paragraph 2.1? It's following a report of
 23 a breakdown or malfunction.
 24 A. Yes. I'm just wondering where the procedure note is,
 25 because you referred to this as a policy.

129

1 Q. Well, do you want to go back to the covering page?
 2 A. If that would be possible.
 3 Q. Yes {TMO00870933/1}. So it's policy and procedure.
 4 A. And procedure, yeah. Okay.
 5 Q. So if we go back to 2.1 {TMO00870933/2}, would you
 6 accept, looking at what is set out in 2.1, that the
 7 procedure is reactive, not preventative?
 8 A. It ...
 9 (Pause)
 10 In the context of that sentence, yes, because, as
 11 you pointed out, it's about action taken following
 12 report of a breakdown or malfunction.
 13 Q. And would you agree that there's no reference to any
 14 other document which sets out the regime for routine
 15 maintenance, inspection and testing?
 16 A. Erm —
 17 Q. Would you like to refresh your memory?
 18 A. No, I disagree that there's no other documents. There
 19 are —
 20 Q. The question wasn't that. The question was: would you
 21 agree that there's no reference in this policy and
 22 procedure document to any other document which sets out
 23 a regime for routine maintenance, inspection and
 24 testing?
 25 A. Well, on the six points above, there is reference to

130

1 planned preventative maintenance and there is
 2 a schedule, monthly, quarterly and annually for
 3 sprinklers, for example.
 4 Q. And you'd say that's sufficient?
 5 A. For a policy document in its basic sense, yes. I would
 6 expect as well that there are other documents, the
 7 contracts for example, which set out in much more detail
 8 the planned preventative maintenance regime and the site
 9 visit regime and what was required of those on a routine
 10 basis.
 11 Q. Those documents aren't referenced here, though, are
 12 they?
 13 A. They're not, and I wouldn't necessarily expect them to
 14 be referenced to that level of detail, but I think it
 15 would have probably been useful to have made reference
 16 to the fact that there were contractual arrangements
 17 that set out the detail.
 18 Q. Can you remember who drafted this policy and procedure
 19 note?
 20 A. My recollection in relation to all of the policies,
 21 particularly those related to assets and regeneration,
 22 was that John Borra took the lead on them, with support
 23 from other parts of the corporate structure within the
 24 organisation.
 25 Q. But ultimately, were you responsible for signing it off?

131

1 A. I was responsible for agreeing it and then taking it up
 2 through executive for approval.
 3 Q. Just to remind you, could we go back to {TMO00869805/5},
 4 item 11.7. If we look at "Fire Protection Systems —
 5 Final draft with MA for final comment", you had
 6 an opportunity to make good any deficiencies in the
 7 draft before it was signed off; would you agree with
 8 that?
 9 A. Correct.
 10 Q. Can you therefore explain why there are no detailed or
 11 no reference at all to the fire safety strategy and the
 12 health and safety policy?
 13 A. I can't.
 14 Q. And when you accepted it would be prudent and best
 15 practice to do so?
 16 A. Yes, indeed.
 17 Q. And you can't explain why there is no more detail other
 18 than regularity regarding the maintenance, inspection
 19 and testing regimes; is that fair?
 20 A. Could you repeat that, please?
 21 Q. Yes. Are you able to provide an explanation as to why
 22 you made no comments to ensure that there was more
 23 detail other than regularity about routine maintenance,
 24 inspection and testing of those six systems set out in
 25 the policy?

132

1 A. I'm not able to recall what comments I did make, so
 2 I can't answer your question.
 3 Q. Ultimately, who is responsible for ensuring that this
 4 policy and procedure document is sufficient to meet the
 5 TMO's legal obligations under the 2005 Fire Safety
 6 Order?
 7 (Pause)
 8 A. I'm not sure who the delegated responsible person was
 9 within the TMO. I don't recall who that was.
 10 Q. Would it have been Janice Wray or would it have been
 11 higher up, beyond her, at executive level?
 12 A. I would have expected, from my knowledge of the TMO at
 13 that time, that it would have been a member of
 14 executive.
 15 Q. Ultimately, would it have been the CEO?
 16 A. It may well have been, but I can't say for certain that
 17 it was. And just looking at 11.9 —
 18 Q. Yes.
 19 A. — on that document, there is reference there to the
 20 health and safety committee, which was the TMO health
 21 and safety committee, and these documents being taken to
 22 that committee for sign-off and adoption. So it may be
 23 that it's in their terms of reference.
 24 Q. Can you remember, did Janice Wray, in your recollection,
 25 sit on the health and safety committee, or was it the

133

1 executive responsible director for health and safety?
 2 A. My recollection is that Janice attended. I don't know
 3 if she was a standing member.
 4 Q. Thank you, Mr Anderson.
 5 Now, if I can return to the topic of FRAs, actions
 6 that came from significant findings in the action plans
 7 of Carl Stokes were appended to each of the FRAs he
 8 prepared. Is that correct? Was that your understanding
 9 or recollection?
 10 A. From my limited awareness of individual FRAs at the
 11 time, yes, that's correct.
 12 Q. Did you ever see either the FRAs themselves or the
 13 significant findings and action plans, or by the time it
 14 got to you, was it just specific matters identified for
 15 you?
 16 A. On occasion I did have sight of individual FRAs, and
 17 that generally arose out of an enquiry of Janice Wray
 18 about a particular FRA. As to the schedule of actions
 19 arising from that, either individually or globally, no,
 20 I didn't view those.
 21 Q. Okay.
 22 Would you have been aware that Carl Stokes
 23 colour-coded the actions in terms of priority?
 24 A. My understanding was that he did adopt a red, amber,
 25 green type approach.

134

1 Q. Did the information that was given to you include
 2 colour-coding of actions by priority, so you knew how
 3 far behind they were or whether it had been done at all,
 4 and the nature of the delay if that was relevant?
 5 A. I don't recall seeing that in any of the escalations
 6 that came to my attention.
 7 Q. Did the escalations that came to your attention include
 8 details of timescale, when something was meant to have
 9 been done, what's happened and why there's a delay?
 10 A. Yes, they would.
 11 Q. Would you accept that the fact an action has been
 12 identified in an FRA may indicate an increased risk to
 13 residents?
 14 A. My personal belief is that any action that's identified
 15 in an FRA is a risk.
 16 Q. Would you accept the consequence that an action or
 17 an action that was left unfinished timeously may mean
 18 that the TMO was in breach or potentially in breach of
 19 its legal obligations under the Fire Safety Order?
 20 A. It could do, yes.
 21 Q. And potentially subject to prosecution?
 22 A. Yes.
 23 Q. And your team had a responsibility to clear actions
 24 allocated to it by health and safety; is that correct?
 25 A. That's correct.

135

1 Q. Now, could we turn to {TMO00899965}. Thank you. These
 2 are minutes of an executive team meeting on 7 July 2011.
 3 If we can go to page 2 {TMO00899965/2} — you're not
 4 present at this meeting, I should make clear — item 3,
 5 "Health & Safety Annual Report", and then going over to
 6 the next page {TMO00899965/3}, the second bullet point
 7 from the top, it says:
 8 "Mark Anderson and Andy Marshall would attend the
 9 health & safety committee for Asset Management and
 10 Engineering, as there was concern about the level of
 11 attendance. There was a tendency for staff to think of
 12 this area as solely Janice Wray's responsibility."
 13 Did anyone raise with you a concern that health and
 14 safety was treated solely as Janice Wray's
 15 responsibility?
 16 A. I don't recall that conversation.
 17 Q. Do you remember any mood or a general feeling that it
 18 was being treated solely as her concern rather than
 19 across the group?
 20 A. I think — and I can only answer for assets and
 21 regeneration, or assets, investment and engineering, as
 22 it was at that time — that there was a general view
 23 among some members of the team that anything to do with
 24 health and safety was the responsibility of the health
 25 and safety team, and over a fairly short period of time

136

1 they were re-educated on that matter.
 2 Q. Who were those individuals, first of all?
 3 A. I can't recall exactly who the individuals were, but
 4 I am aware that there was a general view from some
 5 people within the team that if it was a health and
 6 safety matter, "Right, it's health and safety team",
 7 rather than actually we all have a role in health and
 8 safety and ensuring that risks, et cetera, are
 9 identified, actioned and mitigated.
 10 Q. Can you remember, who led the re-education, to use your
 11 phrase?
 12 A. I certainly recall leading some of that.
 13 Q. Did anyone else assist you in that endeavour?
 14 A. Janice Wray did, and Lornette Pemberton.
 15 Q. By the time you left in January 2013, did you feel that
 16 those efforts had been successful to a greater or lesser
 17 extent?
 18 A. There'd certainly been a significant improvement in
 19 taking ownership and individuals recognising their role
 20 in the process. Had we resolved everything? I don't
 21 think any organisation can say it ever resolves
 22 everything. But it was very minimal.
 23 Q. Would you have attended the TMO health and safety —
 24 these meetings, as opposed to the sort of asset and
 25 regeneration health and safety group ones?

137

1 A. So this appears to be the TMO health and safety
 2 committee. I do remember attending some of those
 3 meetings.
 4 Q. Would there be other formal or informal groups you would
 5 attend at which fire safety matters would be discussed?
 6 Can you remember now?
 7 A. There were certainly discussions around fire safety and
 8 health and safety and compliance more broadly. They
 9 were, so starting at my directorate, with my management
 10 team, so the managers within my team. Whenever we had
 11 our team meetings, health and safety was a standing item
 12 on our meetings. If there was a need to support that
 13 manager with their team, then there would be discussions
 14 there. I know there was the assets and regeneration and
 15 the repairs health and safety groups. I only tended to
 16 attend those if I was asked to attend. The corporate
 17 health and safety ones, which I believe this one is
 18 referring to, again, if I was asked to attend, I would
 19 be doing that. A lot of the conversations I would have
 20 around health and safety tended to either be with
 21 Janice, as the manager for the health and safety team,
 22 or at this particular point in time, with
 23 Lornette Pemberton.
 24 Q. Can you remind us of what her role was at the time you
 25 were at the TMO?

138

1 A. She was — I believe it was director of people and
 2 performance.
 3 Q. Okay.
 4 Now, could I ask you now to look at minutes of a TMO
 5 health and safety committee meeting on 21 November 2012,
 6 and we can find those at {TMO10001783}.
 7 Mindful of that date, Mr Anderson, 21 November 2012,
 8 would that have been the last TMO health and safety
 9 meeting you attended before you left in January 2013?
 10 A. It doesn't have me down as an attendee.
 11 Q. Sorry. Fair point.
 12 Would you have attended one after, between
 13 November 2012 and January 2013?
 14 A. I may have done if there had been one.
 15 Q. Okay.
 16 Now, can you look at item 1 on the first page, where
 17 it says:
 18 "Many of the items on the [FRA] Action Plans do not
 19 appear to be being progressed with the necessary degree
 20 of priority. This continues to give concern and is
 21 likely to be highlighted by the imminent Council audit
 22 of our FRA procedures."
 23 Then the action in the far right box:
 24 "Exec Team to note & discuss with their teams."
 25 Can you help us with how the system was meant to

139

1 work: was the intention that Anthony Parkes would raise
 2 it at executive team level, first of all? Are you able
 3 to flesh out the bare bones of what's set out here?
 4 A. Given that Anthony Parkes is the Chair and was the
 5 executive team member there, I deduce that he would have
 6 the conversation with his fellow executive directors,
 7 and that they in turn would discuss it with their
 8 directors, assistant directors, heads of service.
 9 Q. Apologies, my memory may be wrong, was Sacha Jevans your
 10 exec director at that stage, at the end of 2012?
 11 A. I can't remember exactly when the executive director
 12 title was adopted. It would appear that it was towards
 13 the end of 2012, so on that basis, yes.
 14 Q. If that's so, mindful of the caveats you've given, did
 15 Sacha Jevans ever discuss this question, the absence of
 16 a necessary degree of priority to FRA actions, with you
 17 before you left?
 18 A. I do recall that there were instances where FRA actions
 19 were discussed at Sacha's management team meetings.
 20 I don't recall us having a one-to-one discussion about
 21 it.
 22 Q. Can you remember any meeting or any discussion when she
 23 said to you, "What are your proposals for sorting out
 24 any backlog", insofar as it concerned assets and
 25 regeneration?

140

1 A. As I've said, there were discussions at the operations
2 directorate management team. I can't recall what was
3 actually said at those. I do recall that there were
4 discussions around fire safety.

5 Q. Okay.

6 Can we next look at minutes from the TMO assets and
7 regeneration and repairs health and safety group meeting
8 on 13 December 2012, ie just before you left. They are
9 at {TMO10001850}.

10 Again, you're not at the meeting, but would you have
11 received and read the minutes?

12 A. My recollection is that I did get copies of the minutes,
13 and I also received — we or I had this as a standing
14 item on our management team agenda, so these were —
15 anything flowing out of this would be fed back by
16 John Borra or Mike Hallimond or Ricki Sams.

17 Q. Thank you.

18 If we could go to page 3 {TMO10001850/3} and, in
19 particular, item 6.0, which is "Fire Risk Assessment —
20 Progress Update", and if we look at 6.2, and if that
21 could be expanded, "Outstanding Actions", it says:
22 "A significant number of actions remain outstanding
23 which is a cause for concern. All were asked to ensure
24 that these are progressed with actions/progress
25 evidenced and confirmed to H&S Team asap. Action ALL."

141

1 Now, that minute would suggest that certainly as at
2 December 2012 a backlog had arisen within the A&R
3 department. Would you accept that as a fair summary?

4 A. Would you mind if we just went back to the first page?

5 Q. Of course {TMO10001850/1}.

6 A. The reason I asked to go back to the first page, I just
7 wanted to check that it's not just assets and
8 regeneration, there was repairs as well.

9 Please go to the next page, thank you.

10 Q. To the page we were looking at {TMO10001850/3}?

11 A. Yeah. Thank you. That's it.

12 Sorry, your question again?

13 Q. Would you accept that, certainly by December 2012, there
14 was a significant backlog of FRA actions attributable to
15 the A&R directorate?

16 A. From that minute, it is stating that there are
17 a significant number of actions that remain outstanding.
18 What it doesn't say is whether they're to do with assets
19 and regenerations and repairs. I suspect that it was to
20 do with both. So it may have been day-to-day responsive
21 repairs, as well as planned preventative maintenance or
22 capital investment aspects.

23 Q. The absence of distinction between A&R and repairs
24 generally would suggest it applied to both, wouldn't it?

25 A. Yes, yes, and I accept that contention.

142

1 Q. Can you recall at this stage what actions were in fact
2 taken from December onwards before you left the next
3 January to deal with the backlog?

4 A. I can't recall exactly what action was taken. I could
5 outline what I believe I would have done.

6 Q. First of all, are you able to say that action was taken
7 to deal with the backlog of FRA actions at the end of
8 2012?

9 A. On reviewing these minutes, I would not have not taken
10 action.

11 Q. Can you identify what that action was, though?

12 A. I can't give the specific detail because I can't recall
13 that. However, what I would have been doing was sitting
14 down with my management team and individual managers and
15 their teams, once we'd established: right, what actions
16 are sitting with you, why are these outstanding, what's
17 the proposal for resolving them, and how that gets
18 carried forward.

19 Not only that, I'd be expecting them as part of that
20 process to feed back into the health and safety team as
21 well.

22 Q. Apologies, it's eight or so years ago now; when you
23 handed over to your successor, can you remember whether
24 you briefed on what you were doing to clear the
25 significant backlog of FRA repairs in your — I should

143

1 say, the backlog of repairs in relation to your
2 department?

3 A. I recall having two or three meetings with
4 Peter Maddison, whom I presume you're referring to.

5 Q. Yes.

6 A. I had two or three meetings with him. I did do
7 a briefing pack which I shared with Sacha Jevans.
8 I don't know if that then got shared with
9 Peter Maddison, because there was a gap between us, my
10 departure, his arrival.

11 Q. A backlog at January 2013 tends to suggest that the
12 processes for monitoring and implementing FRA actions
13 for your department was inadequate or at least not
14 working effectively; is that a proposition with which
15 you'd agree or not?

16 A. Yes, I would, and that's primarily because the data sat
17 in lots of different locations. It was quite
18 cumbersome.

19 Q. Could we look at that in slightly more detail,
20 Mr Anderson.

21 A. Sure.

22 Q. Because that's interesting. It would assist the panel
23 in understanding, looking now, what you considered the
24 problems to be as to why a backlog of actions had
25 arisen.

144

1 A. I think probably the biggest one was in relation to the
2 timeframe that was being set in FRAs for resolving
3 an action, and that —
4 Q. Are you basically saying it was too tight?
5 A. It wasn't realistic. It didn't recognise how much time
6 certain things would actually take. So, for example, on
7 a lot of the mechanical systems, you mentioned automatic
8 opening vents earlier, smoke control systems, a lot of
9 the systems were over 30 years old and required bespoke
10 manufactured parts to carry out repairs. There's
11 a lead-in time to those sorts of things, and so when you
12 get an FRA action that says, "Has to be completed within
13 seven days", that just wasn't achievable.
14 Q. What happens, though, in respect of a system where the
15 FRA, the risk assessor, had concluded that it was
16 a high-priority action, and has concluded that, say, for
17 example, seven days is necessary and reasonable bearing
18 in mind the risk —
19 A. Yes.
20 Q. — how do you ensure that that risk is eliminated or
21 mitigated within the timeframe advised by the FRA?
22 A. And that's where you then start looking at interim
23 measures, you know, is there something we could do as
24 an interim arrangement? Do we ramp up the number of
25 inspections we're doing so that we have daily

145

1 inspections as opposed to weekly or monthly inspections?
2 So those types of mitigating measures.
3 Q. One of the earlier reasons you were identifying for
4 there being a backlog was information being held in
5 disparate silos, for want of a better phrase — sorry,
6 I'm putting words into your mouth — within the
7 organisation. First of all, is that a fair summary of
8 the point you were making to the panel?
9 A. I accept your analogy of silos.
10 Q. Given that you were at the TMO for a period of time
11 sort of nudging two years, first of all, what had you
12 done to make your point, your concerns about the timing
13 of FRA actions, presumably to Janice Wray?
14 A. I'd had conversations with Janice and Lornette about the
15 timeframes being set around certain elements, and I know
16 that my managers had had discussions, not only with
17 Janice Wray but also with Mr Stokes. Generally speaking
18 the managers, they met with Mr Stokes whenever he came
19 into the office and certainly on a monthly basis, and
20 that was part of the way in which they provided him with
21 satisfaction that planned maintenance regimes were in
22 process or being completed.
23 In terms of the other actions, so from my
24 perspective it was — there was Academy, which was the
25 housing system, W2, which was a document management type

146

1 system, there was Keystone, there were spreadsheets,
2 there were contract managers, project managers,
3 engineers' diaries, all of which were holding data in
4 relation to different aspects of the service, and the
5 ultimate goal was to get all of that migrated into
6 one/two locations, not the vast number that existed at
7 that point in time.
8 Q. If I can stop you there, Mr Anderson, let's go back to
9 the timeframe and FRAs.
10 The discussions you were having with Janice and
11 Lornette, were they verbal discussions as opposed to
12 email discussions?
13 A. They may well have been both.
14 Q. Can you remember when you first raised timing issues
15 with health and safety and Lornette?
16 A. I can't remember a specific date. I certainly know that
17 it was in my first year of being at KCTMO.
18 Q. So during the course of 2011, thereabouts?
19 A. Yeah.
20 Q. Did it cause you sufficient concern that you yourself
21 felt it had to be escalated to your executive director?
22 A. Erm ... I recall that there was a broader discussion
23 about data and the locations. I don't recall there
24 being a need at that point in time to escalate the issue
25 about timeframes being set within FRAs, because that was

147

1 a conversation being had with Janice, with Lornette, and
2 also with Mr Stokes, and trying to set the context
3 within which he could have a better understanding of the
4 constraints we were — or challenges we were facing.
5 But it was also looking at what mitigating measures we
6 could potentially put in place as well.
7 Q. Looking again at the information point, it being held in
8 different silos, you said there was a broader
9 discussion; first of all, was there a recognition that
10 the disparate spread of information was an unhelpful
11 state of affairs? If so, when was that first
12 identified, to your knowledge?
13 A. That discussion was in 2011. I believe that the
14 organisation had been having discussions prior to my
15 joining, because there were certainly — forgive me, I'm
16 trying to remember the name of it. It was an electronic
17 document management system that was being talked about
18 as a potential solution. Within assets and regeneration
19 there was also, we were talking about — Keystone had
20 recently been procured and implemented. That had the
21 potential of being developed further. Keystone was
22 an independent company at that point in time, and they
23 were, through their user group, talking about having
24 a compliance module, so it was exploring those types of
25 solutions that would aid us in streamlining the process,

148

1 making it much more efficient, and also making our data
2 capture much broader and much more accurate.
3 Q. Do you remember Janice Wray making the point that the
4 disparate spread of information was impeding the
5 efficient discharge of health and safety obligations?
6 A. I don't remember her making that specific point, no.
7 Q. Did she ever make the point that the disparate spread of
8 information was preventing the efficient and timely
9 closing down of FRA significant actions?
10 A. Yes, she made that point, I made that point, Lornette
11 made that point, and that was what led us to that
12 conversation about: right, how do we resolve this? How
13 do we speed that process up?
14 Q. So by the time you left in January 2013, first of all in
15 respect of timing of FRA actions, did you feel from your
16 perspective that there was a greater sensitivity to
17 practical demands in relation to timings as recommended
18 by Mr Stokes in his FRAs?
19 A. I wouldn't necessarily say there had been a reduction in
20 the timing in his FRAs. I certainly — from the
21 conversations I'd had with Mr Stokes, there was a better
22 understanding of the challenges that we were facing, and
23 there was a recognition that in some instances we were
24 putting interim measures in place.
25 Q. And in relation to the disparate spread of information

149

1 point, did you consider that when you left in
2 January 2013, steps were being taken to address that
3 problem?
4 A. Certainly, yes, because I know the electronic document
5 management system, there had been progress and traction
6 on that side, on Keystone there'd been steps forward
7 there. I think in 2013 there was a planned enhancement
8 and upgrade to Keystone that was envisaged as well, so
9 that was part of the work we'd done in 2012.
10 Q. Thank you.
11 I'm now going to turn to a different topic, which is
12 fire door replacement.
13 A. Okay.
14 Q. Now, in your first statement at paragraph 13
15 {TMO10048968/3} you referred to the flat fire door
16 replacement programme and stated "for which I had no
17 direct responsibility". Was the programme carried out
18 under the auspices of your directorate?
19 A. My recollection, both from my experience of it and from
20 guidance I was provided by Russell Thompson, who was
21 there immediately prior to me joining, and
22 Lornette Pemberton, was that assets, investments and
23 engineering at that point in time was providing contract
24 management and project management support to the health
25 and safety team and that it was their programme.

150

1 Q. So support —
2 A. Yes.
3 Q. — rather than responsibility?
4 A. Yes.
5 Q. Did it flow from that that those managing the project
6 didn't report to you?
7 A. That's correct.
8 Q. Do you think that your directorate had an obligation to
9 ensure, insofar as you were providing support, that the
10 flat door replacement programme was being carried out
11 effectively?
12 A. I don't know whether it was being carried out
13 effectively or not. Certainly what I did notice
14 throughout 2011 was that there was an increasing need
15 for assets and regeneration involvement and support to
16 facilitate the conclusion of that programme.
17 Q. Now, Abigail Acosta was the project manager for the
18 programme; is that right?
19 A. That's correct.
20 Q. When you started, she reported directly to you?
21 A. There was — the assistant director post was held vacant
22 for a period of time, so there was a period of time
23 where I directly managed the project managers.
24 Q. And then Mike Hallimond started and she reported to him;
25 is that right?

151

1 A. That's correct, yeah.
2 Q. Can you remember for how long now you were managing
3 Abigail Acosta?
4 A. It was a number of months, but I can't recall exactly
5 how many.
6 Q. When you started in post, did you ask Abigail Acosta to
7 brief you at all on the scope and progress of the
8 programme?
9 A. I'd — when I joined KCTMO I received a briefing,
10 in fact I received a number of briefings in the run-up
11 to joining, from Russell Thompson. I then met with each
12 of the individual project managers and service heads to
13 understand from them what their challenges were, also
14 what their workload was —
15 Q. I'm sorry to interrupt, but just focused on
16 Abigail Acosta.
17 A. Sorry, yes, we would have touched on that particular
18 project or programme in terms of — and even from her
19 perspective, I recall that she was — she very much saw
20 it as supporting health and safety to deliver that
21 programme.
22 Q. So was your contact with Abigail Acosta not just limited
23 to those few months when she reported directly to you,
24 it was throughout the course of the programme whilst you
25 were at the TMO?

152

1 A. There were some issues that arose subsequent to
 2 Mike Hallimond starting, which Mike and I had
 3 discussions about, Abi and I had discussions about, so
 4 yes.
 5 Q. What were those discussions? You say discussions with
 6 Abi. Tell us what they involved.
 7 A. The one that primarily sticks in my mind is the
 8 treatment of leaseholders' flat entrance doors.
 9 Q. We will come on to that later, but thank you.
 10 So after Mike Hallimond joined, would your contact
 11 with Abigail Acosta be as and when she required support
 12 from you?
 13 A. Erm ... I mean, yes, although I would have expected that
 14 she would have had an initial discussion with Mike.
 15 Q. Did you require her proactively to report to you once
 16 Mike Hallimond had come into post, in a sort of
 17 proactive sense?
 18 A. I think my approach with any of my team members was that
 19 I was accessible to them. If they had issues of concern
 20 they could come and talk to me about it, regardless of
 21 where they were in the hierarchy of the structure.
 22 Q. Flowing from that, can you give the panel an idea of how
 23 frequently Mike Hallimond would report to you in
 24 relation to the door replacement programme, just in
 25 relation to that programme?

153

1 A. Mike and I would have certainly weekly sit-down
 2 discussions where we may touch on issues, and we
 3 certainly had — as a management team, we had monthly
 4 formal meetings as well.
 5 Q. And the door programme would be discussed in those
 6 meetings, would it?
 7 A. Yeah.
 8 Q. What was your assessment of Abigail Acosta's competence
 9 and performance as the project manager of the door
 10 programme?
 11 A. I mean, Abi seemed to be very competent in terms of
 12 managing a project. She didn't necessarily have the
 13 technical understanding about fire doors, or actually
 14 I should say fire door sets, because there is a very
 15 distinct difference.
 16 Q. Understood.
 17 A. But she was willing to learn.
 18 Q. And how did that sort of lack of technical understanding
 19 manifest itself in relation to door sets?
 20 A. I recall on one occasion having a discussion about what
 21 our specific requirements were in terms of the fire door
 22 set, and making the point that as a minimum — and
 23 I stress minimum — it should be an FD30S.
 24 Q. You remember that explicitly, do you?
 25 A. I do.

154

1 Q. Can you help us — it's a difficult question in relation
 2 to time — can you remember when that conversation took
 3 place?
 4 A. That would have been in 2011.
 5 Q. Relatively soon after you joined?
 6 A. Yes, yeah.
 7 Q. Do you think Abigail Acosta adequately managed the
 8 programme, in your view?
 9 A. I don't recall having any concern, so yes.
 10 Q. Did you take any steps to ensure that Abigail received
 11 further training in relation to the health and safety
 12 aspects of her job, or in particular the fire safety
 13 regulatory demands that applied to door sets?
 14 A. I — one of the things I did in 2011 was — I can't
 15 remember who it was that the people and performance
 16 department engaged. They engaged an external consultant
 17 at my request to do RRO training for all members of the
 18 team, and for some that was a useful refresher, for
 19 others it was a little more in-depth. Abi was one of
 20 those. The other thing I was quite confident of was
 21 that once Mike Hallimond was in the role, was that he
 22 would have a much more in-depth ability to deal with any
 23 issues that were arising.
 24 Q. Did you ever have cause for concern that she did not
 25 have an adequate understanding of the health and safety

155

1 aspects of the project manager role for this programme?
 2 A. I think she had an understanding of what they were, so
 3 no.
 4 Q. Were you familiar with the KCTMO health and safety quick
 5 reference construction work information guide?
 6 A. I don't recall it.
 7 Q. If we bring it up, seeing it might prompt a memory.
 8 TMO —
 9 SIR MARTIN MOORE-BICK: Mr Kinnier, I'm loath to interrupt
 10 you, but I think at some point we might need to take
 11 a short break. This may not be a convenient moment,
 12 you'll tell me.
 13 MR KINNIER: Actually, let's take it now. It's as
 14 convenient as it can be. If we take the break now, sir.
 15 SIR MARTIN MOORE-BICK: Yes?
 16 MR KINNIER: Yes.
 17 SIR MARTIN MOORE-BICK: Well, I think it is time we had
 18 a break, Mr Anderson. We will stop now. We will come
 19 back at 3.40, and continue then. All right?
 20 THE WITNESS: Thank you, Mr Chairman.
 21 SIR MARTIN MOORE-BICK: I have to ask you, as I ask
 22 everybody else, please don't talk to anyone about your
 23 evidence or anything relating to it over the break.
 24 All right?
 25 THE WITNESS: Certainly.

156

1 SIR MARTIN MOORE—BICK: Thank you very much.
 2 (Pause)
 3 3.40, then, please.
 4 MR KINNIER: Thank you, sir.
 5 SIR MARTIN MOORE—BICK: Thank you.
 6 (3.25 pm)
 7 (A short break)
 8 (3.40 pm)
 9 SIR MARTIN MOORE—BICK: All right, ready to carry on?
 10 THE WITNESS: Yes, thank you.
 11 SIR MARTIN MOORE—BICK: Yes, thank you.
 12 MR KINNIER: Mr Anderson, thank you.
 13 Before we broke, or slightly before we broke, we
 14 were discussing interim measures that sometimes you
 15 would take pending full completion of an FRA significant
 16 action.
 17 Can you give us an idea of or give us some evidence
 18 regarding instances where interim measures were applied
 19 in relation to fire protection systems.
 20 A. Certainly. The one that springs to mind is a fire alarm
 21 panel that, because of its age, the technology embedded
 22 within the panel can't be repaired, requires
 23 a replacement, and — I'm trying to recall the name the
 24 contractor, I think it was RGE, were — we worked with
 25 RGE to actually have a number of temporary panels that

157

1 they could install, and it was very much accepted that
 2 that was a temporary measure whilst we were waiting for
 3 a replacement panel to be manufactured and then
 4 subsequently installed.
 5 Q. Thank you.
 6 Immediately before the break, we were discussing the
 7 fire door replacement programme. Can you confirm for me
 8 the steps that were taken to ensure that the TMO
 9 compiled, reviewed and completed a health and safety
 10 file for the flat door replacement programme.
 11 A. I can't, because I didn't get into that level of detail.
 12 Q. Would that be something which Abigail Acosta should be
 13 able to help us with?
 14 A. She would have supported that process and, as I was
 15 saying before, my view was very much the health and
 16 safety team were the programme owner, and that was
 17 predicated on the guidance that I'd received from
 18 Lornette Pemberton and Russell Thompson.
 19 Q. And you don't remember any queries or requests for
 20 advice or guidance coming to you from Abigail Acosta
 21 regarding the health and safety file for that flat door
 22 programme?
 23 A. I recall her having conversations with me and with
 24 Mike Hallimond, I think it was later in 2011, maybe
 25 early 2012, just in general terms about that being

158

1 an output from the programme, but not any detail around
 2 that.
 3 Q. Can I now turn to a separate topic, which is leaseholder
 4 front doors, which you adverted to earlier on in your
 5 evidence.
 6 Could we look first at {CST00001607}. Now, this is
 7 a chain of emails that begins at the bottom of page 2
 8 with an email from Keith Mott of the Grenfell
 9 Leaseholders' Association, which was sent on
 10 13 June 2011 at 15.05. It was subsequently passed to
 11 Abigail Acosta to deal with, and she copied you in to
 12 the correspondence.
 13 If we go to the first page of this chain, we can see
 14 that in the middle of the page you emailed her on
 15 13 June at 16.25, and I'll just let you briefly read
 16 that to refresh your memory, Mr Anderson.
 17 (Pause)
 18 A. Okay.
 19 Q. Was June 2011 the first time you had considered or been
 20 required to consider whether leasehold doors would need
 21 to be replaced?
 22 A. I don't think it would have been the first time I'd have
 23 expected leaseholders' doors to be replaced.
 24 Q. But whether you'd had to consider the issue.
 25 A. In this context, without seeing the rest of the string

159

1 or any prior ones, it would appear this is my first
 2 engagement in that discussion.
 3 Q. Now, in this email you express concerns that the FD30S
 4 door set may not meet the full requirements of the
 5 Building Regulations. As the door replacement programme
 6 had already started, were you concerned that
 7 Abigail Acosta had begun a programme with doors that you
 8 were not confident were compliant with the
 9 building regs?
 10 A. My understanding from discussion with Abigail Acosta and
 11 Janice Wray was that the FD30S door set approach came
 12 through a collaborative discussion between LFB, RBKC and
 13 KCTMO. I've said there I'm slightly apprehensive about
 14 that, because my recollection at the time was that FD30S
 15 door sets had been set as the default, and my own
 16 personal experience, my knowledge, was that an FD30S, as
 17 I stressed earlier on, is a minimum. There are
 18 instances where you might need to install something that
 19 is more than a FD30S, and it very much depends on the
 20 particular arrangements in relation to where that
 21 door set is within the communal areas and their access
 22 onto a communal area, et cetera, and that was my
 23 apprehension there.
 24 Q. And it was a general apprehension as opposed to as
 25 a particular concern that in the particular

160

1 circumstances of a building, it wouldn't be compliant?
 2 A. Oh, yes, yes, yes.
 3 Q. At the time of writing this email, was it your
 4 understanding that the doors were being replaced because
 5 the existing doors did not comply with the
 6 Building Regulations?
 7 A. My understanding, not having been involved in how that
 8 programme was constructed, was that there had been some
 9 prior survey work that had either come out of the FRAs
 10 or had come out of some what I class as ad hoc stock
 11 condition survey work that had identified doors, so
 12 these were flat entrance doors — or, rather, I'll be
 13 clear, door sets — that didn't comply with the standard
 14 at this time as opposed to the standard when the
 15 building was built.
 16 Q. Having regard to the fire safety considerations, would
 17 you agree that there is no good reason to differentiate
 18 between leaseholder doors in terms of priority compared
 19 to tenant doors?
 20 A. From my personal perspective and my personal belief, all
 21 tenants should be treated the same.
 22 Q. And from the fire safety perspective, there is no reason
 23 to render leaseholder doors as a lesser priority than
 24 those of other residents?
 25 A. Apologies, just to clarify, I shouldn't have said

161

1 "tenants", I should have said "residents". So whether
 2 they're a tenant or a leaseholder, they should be
 3 treated the same.
 4 Q. After providing the advice set out in your email of
 5 13 June to Abigail Acosta, what steps did you take to
 6 ensure that leaseholders were informed of the need to
 7 ensure their flat entrance doors complied with the
 8 order? When I say doors, will you forgive me, it's
 9 an abbreviation for door set. You made a good point.
 10 A. Apologies, for me it's a personal bugbear. There's
 11 a very technical reason behind that.
 12 Well, as you can see here, this is the starting
 13 point. I recall that — and I'm presuming this is it —
 14 this is the start of internal dialogue around the
 15 approach that should be adopted for leasehold flats.
 16 Q. So what steps did you take to ensure that leaseholders
 17 were reminded of the obligation to comply with the
 18 relevant regulatory obligations?
 19 A. My recollection is that — I don't know when in relation
 20 to this it was, but there was to be written
 21 communication as well as personal visits wherever
 22 feasible with leaseholders, notifying them of this
 23 requirement and also advising them of the options
 24 available to them.
 25 Q. Do you know now whether a response was sent to Mr Mott

162

1 or not and what it said?
 2 A. I don't know whether there was one sent or not.
 3 Q. Did you take any steps yourself to ensure that
 4 leaseholders were encouraged to come to a private
 5 arrangement with Manse Masterdor for the replacement of
 6 their doors?
 7 A. Beyond promoting the fact that that was an option that
 8 was available to them, and also advising them that it
 9 may be the more cost-effective solution for them,
 10 I think the other aspect of the cost-effectiveness was
 11 that, from conversation with Daniel Wood, it was about
 12 whether or not we would be able to allow a leaseholder
 13 to spread that cost over a period of time. So that was
 14 the — we were exploring a lot of different avenues to
 15 make this more affordable for leaseholders.
 16 Q. Could we now turn to an email exchange between
 17 David Ward, who was a senior home ownership officer, and
 18 Abigail Acosta in September 2011, and that can be found
 19 at {TMO00868146}. This is email correspondence taking
 20 place between 6 and 7 September.
 21 If the document manager would allow you just to see
 22 what's said there, scroll down.
 23 (Pause)
 24 Then scroll up.
 25 A. If you could leave it there.

163

1 Q. Sorry.
 2 A. Stephen Mocklow is ...?
 3 Q. He was at Manse Masterdor.
 4 A. Thank you.
 5 (Pause)
 6 Okay.
 7 Q. Really the question is: were you aware that leaseholders
 8 would only be informed that they could approach
 9 Manse Masterdor for a replacement door if they
 10 approached Manse Masterdor directly?
 11 A. I wasn't aware of that specific detail. I believe there
 12 was communication with leaseholders prior to this.
 13 Q. If we can just deal with this email correspondence,
 14 though. I recognise that there is a lot of
 15 documentation about this. But just looking at this top
 16 email, 7 September, 13.39, do you know why Mr Ward
 17 directed Abigail Acosta not to send the letter to all
 18 leaseholders?
 19 A. I don't.
 20 Q. Were you aware that that instruction had been given?
 21 A. No, I wasn't.
 22 Q. Can you remember whether your approval was sought for
 23 limited circulation of the letter, whether you were
 24 informed about it?
 25 A. I don't recall this restriction at all.

164

1 Q. Now, Mr Ward wrote to leaseholders on 11 October 2012,
 2 so 13 months after this correspondence, and that can be
 3 found at {TMO00847290}. There you go, I'll just let you
 4 briefly have a read of that, Mr Anderson, so you know
 5 what's said.
 6 A. Would you mind just expanding that? Thank you.
 7 (Pause)
 8 Okay.
 9 Q. Do you know why there was a delay between the advice you
 10 gave in June 2011 and this letter of October 2012 about
 11 notifying leaseholders of the need to check if their
 12 front flat doors met legislative requirements?
 13 A. I don't know the specific reasons for, as you'd said,
 14 a 13-month delay there almost. I did have an awareness
 15 that there were conversations ongoing with London
 16 Fire Brigade and Kensington and Chelsea — Royal Borough
 17 of Kensington and Chelsea Council, and that at some
 18 stage, I can't recall exactly where it fits into the
 19 process, but the council's opinion was sought as well.
 20 Q. As interim director and later director, would you accept
 21 you had some responsibility to ensure that your
 22 recommendation was carried out and that leaseholders
 23 were given proper and timeous notification of the need
 24 to check whether their flat entrance doors were
 25 regulatorily compliant?

165

1 A. My recollection is that there was communication with the
 2 leaseholders in 2011 regarding flat entrance doors, and
 3 the requirements. I don't know whether it was to this
 4 level of detail in terms of the Certifire /FIRAS,
 5 et cetera, requirements.
 6 Q. Now, on 14 November 2012 Tunde Awoderu wrote to
 7 David Ward on behalf of the GTLA after receiving
 8 Mr Ward's letter of 11 October that we see on the
 9 screen. You were copied in to that email and we can
 10 find it at {TMO00837229/2}. We can see the start of the
 11 email at the bottom of the page, and the substance is on
 12 the final third page {TMO00837229/3}.
 13 Now, if you take it from me that the email raised
 14 four principal matters: first, the exclusion of
 15 leaseholders from the flat fire door replacement
 16 programme; secondly, the failure to notify leaseholders
 17 for 19 months that their flat entrance doors may not be
 18 fully compliant with fire safety regulations; thirdly,
 19 the TMO's lack of maintenance of fire safety systems at
 20 the time of the 2010 fire; and, fourthly, a lack of
 21 consultation on improvements to the tower, in particular
 22 fire exit doors, unsafe building, smoke vent and smoke
 23 alarms, internal decoration and repairs.
 24 Now, having summarised that, I'll just let you
 25 refresh your memory of that email.

166

1 (Pause)
 2 A. Would you mind scrolling down to the — thank you.
 3 (Pause)
 4 And again, please. Thank you.
 5 (Pause)
 6 Q. I think the bottom of this page is probably as far as
 7 you need to go for the questions, Mr Anderson.
 8 A. Okay, yeah. All right.
 9 Q. In relation to the exclusion of leaseholders from the
 10 replacement programme, were you concerned to note that
 11 your advice of June 2011 to notify leaseholders had not
 12 been followed earlier?
 13 A. I can't remember what my reaction was at the time on
 14 reading this, or what action I took in relation to that.
 15 Q. Mindful of your interest in promoting the availability
 16 of entering into an arrangement with Manse Masterdor,
 17 were you concerned or disappointed that that private
 18 arrangement option had not been pursued with the
 19 leaseholders?
 20 A. It's very likely that I was, but I can't recall.
 21 Q. In relation to the GTLA's concern that they'd not been
 22 notified of potential issues with the doors for some
 23 time, would you accept that GTLA had a legitimate
 24 concern about that?
 25 A. I think GTLA, along with the residents more broadly

167

1 within Grenfell Tower, had legitimate concerns, and on
 2 reading this, yes, I'd consider that a legitimate
 3 concern.
 4 Q. Would it flow from that, were you concerned at the time
 5 that a number of leaseholders appeared to have doors
 6 which did not comply with the relevant regulations?
 7 A. My reading of this, and certainly the approach at the
 8 time, was the presumption was that all leaseholder flat
 9 doors did not comply. That's a presumption. And what
 10 was being asked was: these are the requirements you need
 11 to meet, can you satisfy yourself and us that they do?
 12 Q. I suppose asking a different question differently: were
 13 you concerned about the time that had been taken to
 14 ensure — mindful of the importance of doors/door set,
 15 the time that had been taken to regularise the
 16 situation?
 17 A. Yes, that would have been a concern. I'd ... I'm not
 18 totally convinced that there was no communication in
 19 a 19-month period.
 20 Q. Did you articulate your concerns internally at the TMO
 21 about the time this issue was taking, given the
 22 presumption that the doors did not comply with relevant
 23 regulations?
 24 A. As I said, I can't recall exactly what my reaction to
 25 this was or what actions I took in relation to this.

168

1 I do recall that there were points in time where I had
 2 a need to engage with others in the organisation about
 3 reaching a position of resolution in this matter.
 4 Q. Can you remember why the GTLA was not consulted about
 5 fire safety and smoke extraction systems? Was it
 6 because they weren't originally intended to be part of
 7 the refurbishment programme?
 8 A. As I said, I'm not totally convinced that there was
 9 an absence of communication with residents, and included
 10 in that is leaseholders and the GTLA, over that 19-month
 11 period that's referenced here.
 12 Q. Looking at the substance and tenor of this
 13 correspondence, did it cause you to take a step back and
 14 ask yourself whether the fire safety systems at the
 15 tower were being adequately maintained, given the
 16 concerns that had arisen from the GTLA?
 17 A. It may have done, but I would have also taken comfort
 18 from the fact that I was aware, through my internal
 19 meetings, internal interactions with individuals within
 20 the team, that whilst there were some contractual
 21 challenges with GRE(sic) and their delivery and
 22 performance, the servicing and maintenance of the AOVs
 23 and the smoke extract system were ongoing, that planned
 24 preventative maintenance was ongoing, whether that was
 25 the smoke extract systems, the fire alarm systems, the

169

1 lifts, et cetera, and that that was being record — so
 2 the visits were being recorded by the engineers within
 3 their daily diaries, their daybooks, the notes were
 4 being put onto their individual spreadsheets, some notes
 5 were being input onto Academy, some were being put onto
 6 W2. So I'm struggling to marry those two up.
 7 Q. Okay.
 8 On 14 December 2012, Paul Dunkerton responded to
 9 Tunde Awoderu's complaint about the flat entrance fire
 10 doors and the smoke ventilation system and we can see
 11 that response at {TMOH00027328}. Briefly familiarise
 12 yourself with the letter.
 13 (Pause)
 14 A. Can you scroll down to the next page, please. Don't
 15 worry about expanding it, that's fine. Well, certainly
 16 for me that's fine.
 17 (Pause)
 18 And the next section. Thank you.
 19 (Pause)
 20 Okay.
 21 Q. Did you discuss this letter with Mr Dunkerton before it
 22 was sent to the GTLA?
 23 A. I can't remember it specifically, but Paul Dunkerton and
 24 I did have discussions around communications generally
 25 with all residents within Grenfell Tower and the

170

1 surrounding community.
 2 Q. Were you aware, before this letter was sent, that RGE
 3 had reported in September 2011 that they could not
 4 guarantee the smoke ventilation system would work in the
 5 event of an emergency?
 6 A. I don't remember the specifics of that one. I do
 7 remember a — having it generally fed back to me via —
 8 it was either Keith Fifield or Ricki Sams, that there
 9 were a number of systems that were reaching end of life,
 10 effectively, and whilst RGE were able to carry out
 11 ad hoc repairs on those, there may come a point where
 12 they broke down again beyond an ad hoc repair being
 13 capable.
 14 Q. Did you check whether those general concerns were
 15 relevant to the specific situation of Grenfell and the
 16 smoke ventilation system there?
 17 A. Do you mean in respect of the incident in 2010 or ...?
 18 Q. No, in the respect of for the purposes of answering this
 19 letter.
 20 A. I —
 21 Q. Sorry, reviewing this letter. Sorry.
 22 A. I would have guided Paul to have had conversations with
 23 his colleagues to make sure that the system was
 24 functioning at that point in time.
 25 Q. In light of what RGE had said in September 2011 about

171

1 the absence of a guarantee that the system would work,
 2 would you accept that this letter from Mr Dunkerton
 3 essentially misinformed the GTLA about the state of the
 4 smoke extraction system?
 5 A. No, I don't believe it's misinforming them. I believe
 6 your point is more — so RGE are saying that they can't
 7 guarantee it, and my recollection of the contractual
 8 requirement is that RGE were required to warrant any
 9 work they carried out for a 12-month period, and that
 10 particular notification was in relation to their
 11 inability to guarantee that it would last for a 12-month
 12 period.
 13 Q. Would you accept that this letter left it still unclear
 14 to GTLA as to whether their front door needed to be
 15 replaced?
 16 A. Yes, I accept that.
 17 Q. And it was also unclear as to how they could verify
 18 whether it was in fact necessary to replace their front
 19 door?
 20 A. Yes, I'd agree with that.
 21 Q. Did you try and ensure that it was clearer in those two
 22 respects, or were you content to leave the draft as it
 23 stood?
 24 A. I can't remember the timings, but there were — I do
 25 recall there were separate conversations going on in

172

1 relation to leaseholders' flat entrance doors, in terms
 2 of what information should be provided to them, what
 3 guidance should be provided to them, where that guidance
 4 source came from. There was also — and, again, I can't
 5 recall when it actually happened — counsel's opinion
 6 about whether or not it was enforceable by TMO or not,
 7 et cetera.

8 Q. Do you think by this stage GTLA were entitled to
 9 a straight answer as to whether their door needed to be
 10 replaced and how they could verify whether it in fact
 11 needed to be replaced?

12 A. It was certainly my view well in advance of this that
 13 leaseholders' doors and tenants' doors should be
 14 presumed to be deficient and therefore should require
 15 replacement, unless the leaseholder could evidence
 16 otherwise.

17 Q. And was that a view which you pursued in informal
 18 discussions internal to the TMO?

19 A. Yes.

20 Q. Could I now ask you to turn to {TMO10001904}.
 21 Mr Awoderu sent a further email to Mr Dunkerton with you
 22 copied in, and the email said in the second paragraph,
 23 it's in the sort of bottom third of this page:
 24 "In relation to your letter, we are confused as to
 25 whether the current doors are fit for purpose."

173

1 He also asked for further disclosure of documents
 2 relating to the 2010 fire.

3 Then if we reduce the page again, you sent
 4 an internal email saying you would draft a response for
 5 input. Why did you not want anyone else to respond?
 6 Your email is at the top.

7 A. Oh, is there anything subsequent to the bottom of this?

8 Q. Not on this one.

9 A. Right.

10 (Pause)

11 I'm not totally sure. My presumption is that I felt
 12 this was becoming a very sensitive issue and that
 13 perhaps up until this point we had not been as clear
 14 with leaseholders as we could have been.

15 Q. Okay.

16 Now, could we now turn then to {TMOH00026874}. Now,
 17 this is in Mr Dunkerton's name, but did you draft that
 18 letter, albeit it's dated 30 January?

19 A. I very much — well ... before I respond, if I could
 20 read it all.

21 Q. Read it before you respond, Mr Anderson.

22 A. My hesitation is in relation to, this is around the time
 23 that I left the TMO.

24 Q. It's responding to the email Mr Awoderu sent, the one
 25 that you said you alone would respond to.

174

1 A. Yeah, I appreciate —

2 Q. And so the question is: did you draft this letter?

3 (Pause)

4 A. Would you move on to the next part of this? Thank you
 5 very much.

6 (Pause)

7 And the next section, please.

8 (Pause)

9 I don't recall the specifics of this letter. I do
 10 know that I drafted a response. As I said, this
 11 coincided with my departure from the TMO, so there may
 12 be elements of this that I drafted, this could be
 13 a completely fresh response following my departure.

14 Q. Would you accept the letter did not answer GTLA's
 15 question about whether their front doors were compliant?

16 A. I'd agree with that.

17 Q. Now, a final response on this issue was sent to the GTLA
 18 after you left the TMO. At that stage, when you left,
 19 in January 2013, what was the extent of your
 20 understanding as to whether leaseholder doors were
 21 compliant at Grenfell Tower?

22 A. My understanding?

23 Q. Beyond your working presumption.

24 A. Right, okay. We didn't know. We hadn't had access to
 25 the door sets other than a visual inspection from the

175

1 exterior, so we didn't know, hence my approach, which is
 2 a presumption they are non-compliant.

3 Q. Given that you didn't know, given your working
 4 presumption, wasn't there every incentive to get on with
 5 the expeditious and full replacement of fire doors with
 6 regulatorily compliant door sets?

7 A. Yes, there was, and I believe that KCTMO was operating
 8 in that environment, but recognised that it had some
 9 potential legal obstacles in its way, hence the need to
 10 secure counsel's opinion about whether or not there was
 11 an enforceability around the replacement of doors, hence
 12 the discussions. Again, I don't recall when they were,
 13 but there were discussions jointly with RBKC and London
 14 Fire Brigade about which party was the enforcing body.

15 I recall there was — I certainly attended one meeting
 16 where that was discussed and an approach was agreed.

17 Q. Certainly mindful of that, but given the importance of
 18 door sets as a fire safety measure, would you accept
 19 that greater expedition, a greater sense of urgency,
 20 should have informed the replacement programme insofar
 21 as it affected leaseholder doors?

22 A. I think the general thrust within KCTMO was to replace
 23 the doors. There were delays to being able to do that,
 24 because there was the lack of clarity or certainty as to
 25 whether or not KCTMO was able to do that. And that then

176

1 involved the conversations with London Fire Brigade and
 2 RBKC about whether or not there was a legal basis upon
 3 which that could be done and, if there was, which party
 4 was the enforcing body.
 5 Q. Would you accept that thrust suggests action, but no
 6 action was being taken, so do you think it was
 7 an appropriate description of the TMO's attitude?
 8 A. No, I don't believe that was a reflection of the KCTMO's
 9 attitude. I draw a distinction between action being the
 10 door sets being replaced and action being an effort
 11 to — having identified that this is something that
 12 needs to be done, how do we legally deliver it.
 13 Q. Thank you.
 14 We can now move on to a separate topic, which is
 15 about emergency services access to the tower, and if
 16 I could ask you to go to an email from Mr Ed Daffarn,
 17 16 October 2012, which is at {TMO00854874}.
 18 Scroll down. Next page. There you see
 19 Mr Daffarn's — if we go down further, that's a later
 20 email.
 21 (Pause)
 22 Mr Anderson, whilst that's going, do you recall
 23 email correspondence from Mr Daffarn regarding emergency
 24 access to the tower?
 25 A. I do.

177

1 Q. It may assist if we go to a response from Mr Black,
 2 which can be found at {TMO10001725}.
 3 A. Could I just check that you didn't want me to read this?
 4 Q. I don't.
 5 A. Okay.
 6 Q. Just familiarise yourself with the general point.
 7 Here we go, so we've got at the top there an email
 8 from Mr Black to Janice Wray, and it says in the final
 9 paragraph:
 10 "In terms of the rest of the estate as far as I can
 11 remember Mark confirmed this is the responsibility of
 12 RBKC. So I am not sure if we can do as she is asking.
 13 Can you review with Mark and then you can reply to her."
 14 Then if I can ask you to go to {TMO10001729}.
 15 A. Could I just check with you that this is in response to
 16 Councillor Blakeman?
 17 Q. Yes.
 18 A. Yeah. Thank you.
 19 Q. You responded to Mr Black and said you'd respond to all
 20 issues relating to KALC and GTRP. That's in the bottom
 21 third of that page.
 22 Then if I could ask you finally to go to
 23 {TMO00845602}. Here we go. You're emailing Mr Daffarn
 24 on 26 October at 8.49, and you say in the third
 25 substantive paragraph of that email:

178

1 "With regard to fire safety at Grenfell Tower and
 2 for that matter the remainder of the estate, and as
 3 advised at the Estate Management Board meeting, the fire
 4 safety and management arrangements form part of the
 5 respective projects and at present there is no impact
 6 upon the access routes that LFEPA would utilise in the
 7 event of an incident."
 8 Taking that paragraph itself, on what basis did you
 9 satisfy yourself that there would be no impact at all on
 10 the access routes to the tower?
 11 A. Would you mind just scrolling up on this so I can see
 12 the date?
 13 Q. Yes, it's 26 October 2012.
 14 A. Right, okay. So at this point, with the design
 15 evolution, in terms of where we had reached, the
 16 proposals for Grenfell Tower would not have any adverse
 17 impact upon the highway or the service routes into the
 18 estate and around — or certainly on two faces of the
 19 Grenfell Tower.
 20 Q. Was that a view you reached yourself or was it a view
 21 that was reached in consultation with Rydon or the LFB
 22 or Janice Wray?
 23 A. Rydon were not involved at this point in time, they
 24 were —
 25 Q. Sorry, yes.

179

1 A. This was Leadbitter. So this was in consultation with
 2 Leadbitter and the design team, or pre-construction
 3 professional team, I should use the correct phrase. So
 4 we had all discussed issues, discussed concerns, and we
 5 had all concluded that, at that point in time, the
 6 design as proposed would not impact —
 7 Q. If I can stop you there, did you consult with the LFB?
 8 A. There were discussions with LFB. I can't say whether
 9 that was in advance of this or post this.
 10 Q. Did you have any discussions with any other emergency
 11 services who might require emergency access to the
 12 tower?
 13 A. We spoke with ... it was the Metropolitan Police
 14 neighbourhood policing team. I can't remember their
 15 exact —
 16 Q. And did you check what, if any, regulatory requirements
 17 had to be complied with in relation to emergency access
 18 before responding to Mr Daffarn?
 19 A. That was part of the — as the design evolved, the
 20 pre-construction professional team were in dialogue with
 21 London Fire Brigade about the emergency vehicle service
 22 route.
 23 Q. And you relied upon their response for the purposes of
 24 responding to Mr Daffarn?
 25 A. Yes. Yes.

180

1 Q. Did you confirm whether RBKC would be responsible for
2 the roads around the tower?
3 A. The issue that was highlighted by Mr Daffarn and others,
4 both in the community and residents of Grenfell Tower,
5 encompassed the public highway as well as the service
6 road, and so it was in relation to the public highway
7 that it was an RBKC responsibility at this date.
8 Q. Thank you.
9 Can you remember whether there was anyone specific
10 at RBKC who was involved in these discussions?
11 A. I only recall that the pre-construction professional
12 team spoke with the highways department, planning ...
13 I'm trying to think who else they spoke with ...
14 environmental was another one. I believe they had
15 conversations with building control, but that wouldn't
16 have been in relation to this necessarily.
17 Q. Thank you.
18 Can I now turn to complaint system questions, and
19 I'm nearing the end of my prepared questions,
20 Mr Anderson.
21 By December 2012, residents had raised with you
22 fire safety concerns in respect of maintenance of the
23 smoke ventilation system at the tower, information
24 provided to the leaseholders about checking if the front
25 doors were compliant with relevant regulations, and

181

1 emergency services access to the tower.
2 Did any of those single complaints or taken in
3 combination cause you to reflect about the adequacy and
4 the integrity of the fire safety arrangements for the
5 tower?
6 A. Throughout the evolution of the design, residents', be
7 they tenants or leaseholders, observations, comments,
8 complaints, whatever you wanted to categorise them as,
9 were taken into account, and wherever possible responses
10 were provided to them.
11 Q. But you were satisfied with the adequacy of the
12 fire safety arrangements at the tower?
13 A. I mean, there were certainly occasions where I was
14 prompted to just check, you know. Smoke ventilation was
15 one that does stick in my mind, because there had been
16 reference a number of times to a fire in 2010. Now,
17 I wasn't aware of the fire in 2010, I wasn't there at
18 that point in time, but I did want to understand what
19 had happened in 2010 because there had been
20 smoke-logging on a number of the floors, and that was
21 because the automatic opening vents had failed to
22 operate correctly, they'd partially automated but not
23 fully, and I wanted to understand that that had been
24 addressed. I was satisfied it had been addressed.
25 Yes, there were issues in terms of RGE's

182

1 performance —
2 Q. If I can just stop you there with RGE, obviously they'd
3 advised in September 2011 that they couldn't guarantee
4 the operation —
5 A. Yeah.
6 Q. — of the AOV. You made the point that obviously they'd
7 provide assurances in relation to 12-month periods.
8 When the letter of 14 December 2012 was sent by
9 Mr Dunkerton, which you reviewed before it was sent, did
10 you expressly ask for assurance from RGE that the smoke
11 ventilation system would be effective in the event of
12 a fire?
13 A. I can't recall if I asked specifically in relation to
14 that response. I know there were a number of occasions,
15 both in 2011 and in 2012, where through either
16 Keith Fifield or Ricki Sams and their team members, I'd
17 asked the questions about: where are we in terms of the
18 fire alarm system, the dry riser servicing, the
19 automatic opening vents?
20 Q. And did you ask a specific question in relation to the
21 operation of the AOV of Mr Fifield, Mr Sams or
22 Mr Dunkerton before you signed off on the letter that
23 Mr Dunkerton sent out in December 2012?
24 A. I don't know if I used the term AOV, but I did ask about
25 smoke extract.

183

1 Q. The final section that I'd like to ask you about
2 concerns disabled residents, and could I ask you to
3 consider minutes of a meeting held on 28 March 2012,
4 {MAX00000008/2}, under the heading "Additional
5 consultants". It's under item 4.0. You see the second
6 point is:
7 "Possible disability consultant required. SE will
8 approach consultant engaged on KALC."
9 Can you remember now what had prompted the
10 discussion about the need for a disability consultant?
11 A. Yes, I can. So the — we were providing additional
12 residential units, so they were new. That new
13 provision, whilst the general thrust from both KCTMO and
14 RBKC was that they should be wheelchair accessible, we
15 wanted to ensure, or the pre-construction professional
16 team wanted to ensure, that we were meeting disability
17 standards.
18 Q. Was there any discussion in the context of the
19 refurbishment project of the needs of residents with
20 restricted mobility to evacuate should the need arise?
21 A. There were some general discussions around that, and
22 I recall the pre-construction professional team had
23 discussions with London Fire Brigade and with RBKC
24 building control about what the requirements were or
25 would be for the remainder of Grenfell Tower, bearing in

184

1 mind that this was a refurbishment project and might not
 2 therefore be captured by building regs that would apply
 3 at this date as opposed to existing accommodation.
 4 Q. And can you remember whether during the course of those
 5 general discussions there was any mention of any
 6 personal emergency evacuation plans for individuals who
 7 may have impaired mobility, for example?
 8 A. I don't know when those particular topics came up. That
 9 might be a more appropriate question directed to the
 10 local estate management team.
 11 MR KINNIER: Thank you.
 12 Mr Anderson, that marks the end of my prepared
 13 questions. As you know from last time, there is now
 14 a period which allows me to check whether there are any
 15 further questions that I need to ask.
 16 Sir, might I ask for —
 17 SIR MARTIN MOORE—BICK: The usual break?
 18 MR KINNIER: — the usual break.
 19 SIR MARTIN MOORE—BICK: Yes. How long do you think I should
 20 allow this time?
 21 MR KINNIER: I'd be minded to allow 20 minutes —
 22 SIR MARTIN MOORE—BICK: 20 minutes?
 23 MR KINNIER: — at this stage, sir. That should be more
 24 than enough.
 25 SIR MARTIN MOORE—BICK: I think 20 minutes is more than

185

1 enough, to be honest. I think we'll say 4.45, but if
 2 more time is required, we shall entertain the
 3 application sympathetically.
 4 MR KINNIER: Thank you, sir.
 5 SIR MARTIN MOORE—BICK: All right.
 6 So, all that means, Mr Anderson, is we have a break.
 7 We will resume at 4.45, or as soon as we can thereafter,
 8 and I have to ask you again not to talk to anyone about
 9 your evidence while you're out of the room.
 10 THE WITNESS: Thank you, Mr Chairman.
 11 SIR MARTIN MOORE—BICK: Thank you very much. If you would
 12 like to go with the usher, please.
 13 (Pause)
 14 Right, 4.45, or whenever.
 15 MR KINNIER: Thank you, sir.
 16 SIR MARTIN MOORE—BICK: Thank you.
 17 (4.33 pm)
 18 (A short break)
 19 (4.52 pm)
 20 SIR MARTIN MOORE—BICK: All right, Mr Anderson, we will see
 21 if there are more questions for you.
 22 THE WITNESS: Thank you, Mr Chairman.
 23 SIR MARTIN MOORE—BICK: Thank you. Yes.
 24 MR KINNIER: Mr Anderson, thank you, some further questions
 25 for you.

186

1 During your time at the TMO and in relation to the
 2 refurbishment project, was any consideration given to
 3 issues regarding accessibility and the ability to exit
 4 existing flats in the building?
 5 A. As I mentioned before we broke, the pre—construction
 6 professional team engaged with London Fire Brigade,
 7 building control, because they wanted to understand what
 8 the implications were on refurbishing an existing
 9 tower block, ie Grenfell Tower, and whether or not there
 10 were any requirements.
 11 Q. Can you give us a bit more detail about with whom you
 12 had these discussions?
 13 A. I didn't have those conversations, that was the
 14 pre—construction professional team.
 15 MR KINNIER: Mr Anderson, in those circumstances, those are
 16 all the questions I now have for you. It just leaves me
 17 to say, finally, if there is anything else you would
 18 like to say which you think would assist the panel in
 19 its deliberations.
 20 A. I'm more than willing to provide further assistance if
 21 you require it. I can't think of anything at this
 22 stage.
 23 Again, I offer my sincere condolences to all of
 24 those affected by the fire that happened on
 25 14 June 2017.

187

1 SIR MARTIN MOORE—BICK: Thank you.
 2 MR KINNIER: Mr Anderson, thank you for coming to give
 3 evidence.
 4 THE WITNESS: Thank you very much.
 5 SIR MARTIN MOORE—BICK: Mr Anderson, it just remains, then,
 6 for me to thank you very much on behalf of all the
 7 members of the panel for coming along for a second time
 8 to give evidence. It's been very useful to hear from
 9 you, and we're grateful to you for coming. That is all
 10 for the afternoon, thank you very much.
 11 THE WITNESS: Thank you, Mr Chairman, panel members,
 12 thank you.
 13 (The witness withdrew)
 14 SIR MARTIN MOORE—BICK: So, Mr Kinnier, that brings us to
 15 a close for the day.
 16 MR KINNIER: It does, sir.
 17 SIR MARTIN MOORE—BICK: We don't sit tomorrow, so we shall
 18 resume on Monday of next week —
 19 MR KINNIER: Sir, yes.
 20 SIR MARTIN MOORE—BICK: — at 10 o'clock, when there are
 21 more witnesses for us to hear.
 22 MR KINNIER: There are two more witnesses who will be taken
 23 by Mr Gadd.
 24 SIR MARTIN MOORE—BICK: Good, thank you very much.
 25 10 o'clock on Monday, then.

188

1 MR KINNIER: Thank you, sir.
2 (4.55 pm)
3 (The hearing adjourned until 10 am
4 on Monday, 26 April 2021)
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14
15
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18
19
20
21
22
23
24
25

189

1	INDEX	
2		PAGE
3	MR SHAHID AHMED (evidence read into	1
4	the record)	
5		
6	MR DAVID NOBLE (affirmed)	23
7		
8	Questions from COUNSEL TO THE INQUIRY	23
9		
10	MR MARK ANDERSON (affirmed)	110
11		
12	Questions from COUNSEL TO THE INQUIRY	110
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

190

191

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29:9,20 30:12 179:3	business (5) 25:9 45:10,14 46:8 117:22	chair (8) 3:7,17 5:23 6:14 22:2 126:1,12 140:4	comfort (1) 169:17	conclusion (1) 151:16	14:6,11,12,17,21 16:13,15 79:14	48:24 51:20 55:4 57:1 64:15,16 65:6,9 71:6 74:11,17 76:13 77:22 78:6,23 82:13,14,14 83:6,11,12,19,24 84:7,13 144:16 147:3,23 149:1
bodies (1) 112:13		chaired (4) 125:2,7,9,25	comfortable (2) 23:12 125:20	conclusions (1) 116:17	corner (4) 53:11 69:4 80:6 122:17	datagathering (1) 43:15
body (2) 176:14 177:4		chairman (12) 1:10,12 2:23 20:21 22:6,22,23 125:12 156:20 186:10,22 188:11	coming (14) 23:19 31:15 32:6,8 68:8 90:3 109:13 110:14 115:20 122:19 158:20 188:2,7,9	condition (2) 20:2 161:11	corporate (4) 39:15 92:9 131:23 138:16	date (8) 1:23 7:9 8:20 14:13 44:17 61:13,15 71:10 72:4,5 86:14,15 126:25 139:7 147:16 179:12 181:7 185:3
bones (1) 140:3		challenges (4) 148:4 149:22 152:13 169:21	comment (6) 64:2,3 69:4 70:18 126:19 132:5	conditions (2) 3:8 64:20	correct (28) 12:19 27:16 79:4 111:5,6 114:21,25 115:11 116:19,21,23 120:4,9,18 121:6 122:20,21 123:24 126:21 132:9 134:8,11 135:24,25 151:7,19 152:1 180:3	dated (17) 2:6 8:2,12,19 15:12 16:14 18:10 24:8,10,11 53:7 110:22,24 122:18 126:23 127:5 174:18
booth (1) 94:23		change (6) 62:15 64:18 69:6 71:4 74:17 99:14	committee (11) 10:12 21:6,25 83:5 133:20,21,22,25 136:9 138:2 139:5	condemnes (1) 187:23	cost (4) 18:20 93:13,16 163:13	day (3) 50:23 75:5 188:15
borough (1) 165:16		changed (6) 36:18 52:7,8 60:19 62:15 71:12	communications (2) 99:23 100:10	confident (2) 155:20 160:8	costal (4) 18:20 93:13,16 163:13	daybooks (1) 170:3
borra (5) 125:3,5 126:3 131:22 141:16		changes (8) 35:13 38:11 61:12,23 68:16 98:22 104:18 112:1	communicated (2) 30:17 33:21	confirmation (1) 12:5	council (7) 29:1 36:17 76:17 82:17 106:21,22 183:3	days (2) 145:13,17
borwick (1) 19:6		campaigning (2) 3:6 6:14	communities (1) 113:9	confirmed (2) 141:25 178:11	council (7) 29:1 36:17 76:17 82:17 106:21,22 183:3	daytoday (6) 25:6,8,16 47:2 65:21 142:20
both (14) 2:11 22:14 57:14 58:24 66:13 69:21 126:10 142:20,24 147:13 150:19 181:4 183:15 184:13		cannot (4) 10:1 79:8 111:20 112:7	community (6) 42:8,10 107:16,18 171:1 181:4	confirming (2) 23:16 110:11	councillor (5) 5:9 15:12 19:6 99:15 178:16	deal (7) 20:17 110:20 143:3,7 155:22 159:11 164:13
bothered (1) 108:13		cant (75) 30:6 41:22 45:25 47:21 49:5,12 52:2,8 57:5,10,16 58:7 69:23 72:1,2,9,12,21,22 73:1,20 74:4 75:2,13 80:17 83:20 87:10 89:5 90:15 91:11 94:6 95:21 99:1,10 100:5 102:13,22 103:16,20 104:1 108:24 112:20 113:14 114:3 117:17,21 127:18 128:3 132:13,17 133:2,16 137:3 140:11 141:2 143:4,12,12 147:16 152:4 155:14 157:22 158:11 165:18 167:13,20 168:24 170:23 172:6,24 173:4 180:8,14 183:13 187:21	competence (1) 154:8	confused (2) 91:21 173:24	councillors (6) 4:25 19:3,3 98:20 99:2,4	deals (2) 19:17 67:2
bothering (1) 108:15		capable (1) 171:13	competent (2) 123:22 154:11	connect (1) 42:14	councils (1) 165:19	death (2) 19:15 121:12
bottom (18) 11:14 27:14,21 33:9 37:22 63:5 69:4 82:25 93:1 98:17,18 122:17 159:7 166:11 167:6 173:23 174:7 178:20		capacity (2) 22:1 69:9	compiled (1) 158:9	consequence (2) 120:5 135:16	counsel (5) 23:15 101:2 110:10 190:8,12	decantstemp (1) 96:17
bought (2) 19:25 43:5		capita (33) 54:15,17 56:21 63:8,11 69:11 70:6,20,23 71:2,4,6 75:9 77:21 78:5,6,10,22,22 79:5,9,10,11,15 81:5,6,13,16 83:11,25 84:4,11 106:7	complain (1) 19:24	consider (9) 22:20 48:25 97:19 103:1 150:1 159:20,24 168:2 184:3	counsels (2) 173:5 176:10	december (16) 7:9 24:9 61:14,25 83:1,16 84:21 122:18 141:8 142:2,13 143:2 170:8 181:21 183:8,23
box (12) 27:14 53:11 69:4 70:18 71:9 79:23 80:5 92:19,22 93:2 94:5 139:23		circumstances (6) 65:23 102:11 108:11 109:7 161:1 187:15	complained (3) 53:9,20 20:5	consideration (5) 51:2 77:9 95:9 96:13 187:2	counts (1) 84:18	decided (2) 3:10 90:5
boxes (1) 47:3		circulation (2) 72:9 164:23	complaint (4) 9:6 17:22 170:9 181:18	considerations (1) 161:16	couple (2) 40:4 103:21	decision (4) 62:11,17 70:19,23
braille (1) 93:5		circulated (1) 72:8	complaints (24) 4:4,7,11,14,17,20 5:1,7,11,16,20,22,24 6:1,7 19:14,16 98:11,19,23 99:3,5 182:2,8	constituted (1) 161:16	course (10) 22:20 61:4 100:20 102:20 125:14 127:1 142:5 147:18 152:24 185:4	decoration (1) 166:23
breach (2) 135:18,18		clarity (3) 80:9 119:25 161:25	complaints (2) 18:14 175:13	constitution (1) 40:11	couple (2) 40:4 103:21	deduce (1) 140:5
break (21) 22:25 58:25 59:3,7,24 62:5 101:3,9,23 109:21 125:16 156:11,14,18,23 157:7 158:6 185:17,18 186:6,18		clarity (2) 90:12 176:24	compliance (7) 12:17 112:3 120:15 121:15,18 138:8 148:24	constraints (1) 148:4	course (10) 22:20 61:4 100:20 102:20 125:14 127:1 142:5 147:18 152:24 185:4	deep (1) 22:13
breakdown (3) 129:18,23 130:12		class (1) 161:10	compliant (12) 11:21,23 12:10,22 160:8 161:1 165:25 166:18 175:15,21 176:6 181:25	constructed (1) 161:8	couple (2) 40:4 103:21	deeply (1) 22:15
breakdowns (1) 15:16		classified (1) 64:25	complaints (2) 18:14 175:13	construction (1) 156:5	couple (2) 40:4 103:21	default (1) 160:15
breaking (1) 15:21		cleansed (1) 64:7	complaints (2) 18:14 175:13	consult (2) 68:9 180:7	course (10) 22:20 61:4 100:20 102:20 125:14 127:1 142:5 147:18 152:24 185:4	defect (1) 8:10
brief (2) 58:25 152:7		cleansing (1) 82:14	complaints (2) 18:14 175:13	consultancy (2) 117:18,21 154:11	couple (2) 40:4 103:21	defective (1) 8:22
briefed (1) 143:24		clear (13) 5:6 13:13 19:9 22:4,14 24:2 61:1 117:14 135:23 136:4 143:24 161:13 174:13	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	deficiencies (1) 132:6
briefing (6) 35:18 44:7 45:5 98:13 144:7 152:9		clearer (1) 172:21	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	deficient (1) 173:14
briefings (1) 152:10		client (1) 122:12	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	defined (1) 28:11
briefly (6) 98:10 114:13 127:7 159:15 165:4 170:11		cliffon (2) 3:25 4:3	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	defines (1) 66:24
brigade (7) 7:9 165:16		close (2) 8:5 188:15	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	defining (1) 63:1
brings (2) 53:13 188:14		closed (1) 118:5	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	definitely (3) 40:13 72:1 90:20
broad (11) 40:14,23 41:1,11 43:1 66:18 70:12,14,16 72:21 97:5		closely (1) 31:20	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	definition (9) 46:22 62:20 65:14,17,24 66:2,4,13 67:19
broadly (12) 41:19 42:25 55:17,18 70:3,4 95:14 97:22 124:12,14 138:8 167:25		closer (2) 31:18 128:17	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	definitions (1) 67:4
broke (4) 157:13,13 171:12 187:5		closest (1) 38:14	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	degree (2) 139:19 140:16
broken (1) 64:25		closing (1) 149:9	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	delay (5) 115:24 135:4,9 165:9,14
brought (4) 1:18 44:25 88:23 115:21		clue (1) 42:12	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	delays (1) 176:23
brown (4) 50:3 62:4 75:19 89:19		cohort (2) 106:24 108:4	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	delegated (2) 126:3 133:8
bruce (1) 94:21		coincided (1) 175:11	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	deleted (1) 64:10
bsr (1) 1:5		collaboration (1) 68:22	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	deletions (1) 66:24
buckley (1) 85:1		collaborative (2) 68:19 160:12	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	deliberately (1) 22:4
budget (1) 91:9		collate (1) 51:24	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	deliberations (2) 109:3 187:19
bugbear (1) 162:10		collating (1) 52:12	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	deliver (4) 27:24 47:11 152:20 177:12
build (1) 83:21		collation (2) 38:16 55:19	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	delivering (2) 28:17,21
building (24) 3:20 6:5 13:10 14:7 18:2 20:9,16 21:15 51:1,3 95:15 103:2 105:17 160:5,9 161:1,6,15 166:22 181:15 184:24 185:2 187:4,7		colleagues (1) 171:23	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	delivery (3) 25:25 119:21 169:21
buildings (2) 50:21 103:4		collected (3) 38:6 48:24 50:13	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	demand (2) 7:1 124:15
buildingspecific (1) 41:13		collecting (3) 40:7 44:21 52:17	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	demands (2) 149:17 155:13
built (1) 161:15		collection (2) 37:19 44:12	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	demised (1) 11:19
bulk (2) 80:16,18		coloured (1) 134:23	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	demographic (3) 40:16 42:13 43:19
bulky (1) 93:13		colourcoding (1) 135:2	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	department (11) 25:23 49:22 105:23 113:8 115:14 129:9 142:3 144:2,13 155:16 181:12
bullet (2) 91:6 136:6		columns (1) 105:14	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	departments (4) 31:18
bullets (1) 83:10		combination (2) 65:23 182:3	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	
burrell (1) 80:8		come (21) 5:25 19:14 22:21 31:2 50:22 59:4,9 61:4 84:17 90:17 100:13 91:9 108:16 153:9,16,20 156:18 161:9,10 163:4 171:11	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	
		chain (2) 159:7,13	complaints (2) 18:14 175:13	consultants (1) 184:5	couple (2) 40:4 103:21	

103:14,16 104:13	184:7,10,16	126:4 138:19 143:13,24	driven (1) 87:8	enabling (1) 103:3	estates (1) 108:22	expand (1) 77:18
departure (3) 144:10	disabilityrelated (1) 56:16	145:25	dry (2) 13:8 183:18	encompassed (1) 181:5	et (12) 35:1 44:11 50:5 55:5	expanded (6) 67:24 78:13
175:11,13	disabilityspecific (1) 74:13	done (34) 1:6 31:1,4 32:15	due (2) 7:11 61:4	encountered (1) 57:21	71:25 121:25 124:16 137:8	79:21,23 80:5 141:21
depend (2) 55:17,17	disabled (9) 37:2 48:6 49:9	52:14 68:6 75:3	dunkerton (9) 12:6	encouraged (1) 163:4	160:22 166:5 170:1 173:7	expanding (2) 165:6 170:15
depended (1) 81:25	66:11,15,17 74:24 96:18	76:11,14,15,19 79:9 80:14	170:8,21,23 172:2 173:21	encouragement (1) 129:5	etc (1) 44:18	expect (7) 37:6 58:19,21
dependent (2) 84:5,6	184:2	82:10 92:6 104:16,19	183:9,22,23	end (12) 22:11 73:3 86:13	ethnicity (5) 44:16	122:11 127:24 131:6,13
depending (1) 50:18	disagree (1) 130:18	106:6 107:2,6 108:20	dunkertons (1) 174:17	100:13 101:2 122:19	51:15,19,25 57:1	expectations (1) 122:12
depends (1) 160:19	disappointed (1) 167:17	116:9,9 118:7 120:16	during (17) 5:20 15:15 21:6	140:10,13 143:7 171:9	evacuate (3) 51:3 95:19	expected (5) 33:24 58:22
depression (2) 64:20,22	disappointing (2) 21:14,20	135:3,9 139:14 143:5	22:1 26:11 39:5,13,14 59:7	181:19 185:12	184:20	133:12 153:13 159:23
described (3) 11:25 78:4	discharge (1) 149:5	146:12 150:9 169:17	83:25 96:15,19 97:10	endeavour (1) 137:13	evacuating (1) 57:22	expecting (1) 143:19
88:24	discharging (1) 118:9	177:3,12	125:7 147:18 185:4 187:1	enforceability (1) 176:11	evacuation (6) 10:20 88:3,11	expedition (1) 176:19
describes (1) 8:15	disclosed (1) 22:3	dont (122) 14:22 15:8 23:1,3	duties (2) 35:23 36:3	enforceable (1) 173:6	97:19 105:25 185:6	expeditious (1) 176:5
description (1) 177:7	disclosure (1) 174:1	26:4 29:1,23 31:9 35:12,24	duty (6) 10:2 35:3,11,15,22	enforcing (2) 176:14 177:4	even (9) 6:21,25 14:12 17:22	expense (1) 96:23
design (7) 95:8 96:15 179:14	discuss (4) 139:24 140:7,15	36:13 37:13,15,16 39:19	36:4	engage (2) 107:13 169:2	19:5,6 36:14 42:3 152:18	experience (4) 9:17 26:5
180:2,6,19 182:6	170:21	42:3 43:6 46:10,11,12,16		engaged (5) 117:23	event (6) 51:3 77:11 105:7	150:19 160:16
designed (1) 45:16	discussed (9) 34:5 62:4 85:4	48:5,5,8 49:19		155:16,16 184:8 187:6	171:5 179:7 183:11	experiences (1) 2:18
desk (1) 120:16	138:5 140:19 154:5 176:16	51:20,20,22,23 58:24		engagement (9) 25:12 43:23	events (1) 110:20	experiencing (1) 65:20
despite (2) 14:1 15:17	180:4,4	62:13 64:11,12 65:3,9,10		44:5,7 46:16 85:18 98:13	eventually (1) 21:16	expert (4) 18:1,13,19 29:13
detail (36) 4:4 7:16,18 40:8	discusses (1) 18:5	67:9,16,20,23 73:13 74:15		108:19 160:2	ever (20) 5:16 14:9 21:5	expertise (2) 98:3,8
41:16 42:18 49:1,7 52:6,9	discussing (4) 68:22 82:24	75:23 76:2,2 77:13,14,16		engineering (4) 11:4	25:15 36:22 37:10 55:19	explain (12) 18:22 25:5
65:11 75:14 78:4 81:14	157:14 158:6	79:11 80:3,18 81:11 82:9		136:10,21 150:23	58:8,17 88:23 90:8 93:16	37:22 62:16 73:9 88:11
82:17 83:20 89:25 102:13	discussion (26) 7:21 10:18	84:18 85:5,12 86:8 87:24		engineers (2) 147:3 170:2	94:4 99:14 102:14 134:12	118:16 119:15 127:16
104:1,24 106:4 122:11	48:2,5,9,11 49:8 77:15,16	89:1,25 90:7,10,19		english (3) 106:17,21 108:5	137:21 140:15 149:7	128:3 132:10,17
124:7 128:14 131:7,14,17	95:10 18:10,20,21 123:11	93:11,25 95:17,20,20 96:1		enhancement (1) 150:7	155:24	explained (2) 5:8 11:18
132:17,23 143:12 144:19	140:20,22 147:22 148:9,13	97:5,14,15 99:17		enormous (1) 2:15	every (4) 15:6 20:20 44:14	explains (1) 3:23
158:11 159:1 164:11 166:4	153:14 154:20 160:2,10,12	100:1,5,11 101:1,16 102:9		enough (2) 185:24 186:1	176:4	explanation (3) 7:2 127:11
187:11	184:10,18	103:22 104:9,24 106:20		enquiriescomplaints (2)	everybody (3) 28:19 51:19	132:21
detailed (6) 22:14 40:10	discussions (30) 49:11 64:12	107:8,20,24,24 108:16		98:21,24	156:22	explicitly (1) 154:24
41:25 69:10 122:4 132:10	83:5 90:8 95:7 138:7,13	109:4 113:22 128:12 133:9		enquiry (3) 5:7 12:8 134:17	everyone (4) 1:3 19:2 44:17	exploring (2) 148:24 163:14
details (5) 15:8 44:13,17	141:1,4 146:16	134:2 135:5 136:16 137:20		ensure (30) 11:20 12:21 31:5	59:8	exposed (1) 17:16
63:18 135:8	147:10,11,12 148:14	140:20 144:8 147:23 149:6		82:15 86:22 92:1 93:21	everything (3) 46:3	express (3) 22:12 68:2 160:3
detection (1) 8:21	153:3,3,5,5 154:2 170:24	151:12 155:9 156:6,22		105:22 106:1,23 115:2	137:20,22	expressing (1) 16:18
determine (1) 89:3	173:18 176:12,13 180:8,10	158:19 159:22 162:19		116:5 121:14,15,18 132:22	evidence (27) 1:5,7,9,13	expressly (1) 183:10
develop (2) 34:13 82:15	181:10 184:21,23 185:5	163:2 164:19,25 165:13		141:23 145:20 151:9	2:20 11:22 13:16 15:23	extent (9) 28:23 111:13
developed (3) 28:7 34:9	187:12	166:3 170:14 171:6 172:5		155:10 158:8 162:6,7,16	17:4 23:19,25 59:12 68:4	117:3 120:23 124:4,5,9
148:21	dismissive (1) 18:3	175:9 176:12 177:8 178:4		163:3 165:21 168:14	101:17 106:13 109:8,13	137:17 175:19
developing (1) 86:19	disparate (5) 146:5 148:10	183:24 185:8 188:17		172:21 184:15,16	110:15 118:6 156:23	exterior (1) 176:1
development (1) 28:24	149:4,7,25	door (45) 9:23		ensured (1) 115:21	157:17 159:5 173:15 186:9	external (3) 111:24 112:22
devoted (1) 22:13	disparity (1) 81:17	11:5,9,18,20,24		ensuring (11) 114:19,22	188:3,8 190:3	155:16
dialogue (2) 162:14 180:20	displayed (3) 1:19,21 2:4	12:14,17,20 15:11 20:2		116:12,15 117:6 118:5	evidenced (1) 141:25	extract (5) 37:24 41:17
diaries (2) 147:3 170:3	disrepair (1) 10:3	44:14 53:17 74:3 95:25		119:4,10,25 133:3 137:8	evolution (2) 179:15 182:6	169:23,25 183:25
didn't (33) 16:19 25:15 31:1	disseminate (2) 33:25 107:11	128:17 150:12,15 151:10		112:12,15 128:22	evolve (1) 124:14	extracted (2) 77:20 78:4
32:13 57:17 58:11,12	disseminated (2) 72:17 89:15	153:24 154:5,9,14,19,21		134:12,19 138:20 161:9	evolved (2) 62:9 180:19	extraction (2) 169:5 172:4
62:18 63:16 67:18 68:9	disseminating (1) 85:20	155:13 158:7,10,21		171:8 183:15	exact (2) 15:8 180:15	extractionventilation (1)
72:3 90:1 91:12 92:22 94:9	dissemination (1) 30:15	160:4,5,11,15,21 161:13		electrical (2) 112:11 123:2	exactly (10) 14:10 29:1	7:12
95:16 100:11 113:15 117:4	distinct (2) 90:21 154:15	162:9 164:9 166:15		electronic (2) 148:16 150:4	89:12 127:3 137:3 140:11	
126:12 127:16 134:20	distinction (4) 118:14,16	172:14,19 173:9 175:25		electronically (1) 74:23	143:4 152:4 165:18 168:24	
145:5 151:6 154:12 158:11	142:23 177:9	176:6,18 177:10		element (4) 40:22 41:9	113:17 173:8	
161:13 175:24 176:1,3	distressing (1) 6:18	doorclosers (1) 128:16		66:12 129:18	entrance (11) 11:18,20,24	
178:3 187:13	distribution (1) 16:17	doorknocking (4) 38:9,25		elements (2) 146:15 175:12	153:8 161:12 162:7 165:24	
difference (5) 5:6	diversity (16) 25:1,2,10,24	39:9,24		eliminate (1) 82:10	166:2,17 170:9 173:1	
119:13,15,16 154:15	26:1,6,11,15 27:11 40:9	doors (56)		eliminated (1) 145:20	entry (1) 11:17	
different (13) 28:1,9 38:12	43:25 45:11 93:19 103:19	10:5,9,16,19,22,24		else (10) 54:10 84:13 95:11	environment (1) 176:8	
45:13 50:24 53:3 61:7	105:5,22	11:11,18,23 12:6,9,10,21		109:2,5 137:13 156:22	environmental (1) 181:14	
144:17 147:4 148:8 150:11	dividing (1) 41:24	20:2 52:25 96:4 98:7		174:5 181:13 187:17	environments (1) 102:21	
163:14 168:12	dn (4) 44:10,11 96:13,20	128:16,18 153:8 154:13		159:4,20,23 160:7	envisage (1) 63:10	
differentiate (1) 161:17	dn1 (2) 64:3 78:1	159:4,20,23 160:7		14:22 15:11 18:10 30:8	envisaged (1) 150:8	
differently (3) 55:3 106:6	dn4 (1) 78:15	161:4,5,11,12,18,19,23		34:24,25 35:6,20 72:15	eqia (1) 28:6	
168:12	document (47) 3:15 27:5,19	162:7,8 163:6 165:12,24		83:1 84:21 94:25 95:1,2	equity (39) 25:1,9,23	
difficult (12) 6:20 30:25 32:3	33:4,18,20,21 34:2 36:11	166:2,17,22 167:22		96:24 147:12 159:8 160:3	26:1,6,10,15 27:11,21,23	
34:17 40:13,21 42:5	44:6 49:20 51:10 53:10	168:5,9,22 170:10		161:3 162:4 163:16,19	28:1,10,11,12,14 29:18,21	
51:16,18 62:20 65:3 155:1	54:13 55:23 61:7 63:4,25	173:1,13,13,25 175:15,20		164:13,16 166:9,11,13,25	33:9,13 34:10	
difficulties (1) 65:20	65:16 66:21 68:14 69:1	176:5,11,21,23 181:25		173:21,22 174:4,6,24	35:3,11,15,22 36:4,20	
difficulty (2) 23:22 60:3	71:8,13,21 82:23 86:18	doorsdoor (1) 168:14		37:11 40:9 43:25 45:11	37:11 40:9 43:25 45:11	
direct (4) 4:10 81:7 83:12	88:2 94:19,20 96:6 108:24	doubt (2) 85:7 128:3		52:10 93:19 96:14 97:9	52:10 93:19 96:14 97:9	
150:17	127:7,16,20 128:6 129:1	down (33) 5:3 7:6 8:17 14:16		103:19,25 105:5,22,23	103:19,25 105:5,22,23	
directed (3) 46:21 164:17	130:14,22,22 131:5	15:21 16:4 23:11 30:17		74:25 83:3 159:14	equally (1) 64:24	
185:9	133:4,19 146:25 148:17	31:15 33:25 40:16		178:23	equipment (1) 10:1	
direction (1) 81:8	150:4 163:21	41:21,22 42:23 44:10 46:7		emails (5) 5:10 14:1 19:8	equivalent (1) 111:14	
directly (7) 5:1 29:3 89:16	documentation (4) 52:10	47:3 55:23 67:2 70:3 77:23		21:17 159:7	er (1) 102:18	
151:20,23 152:23 164:10	89:6 121:22 164:15	87:2,11 91:3 139:10		embedded (1) 157:21	erm (4) 66:9 130:16 147:22	
director (10) 4:11 119:17	documented (1) 57:17	143:14 149:9 163:22 167:2		emboldened (1) 67:3	153:13	
134:1 139:1 140:10,11	documents (18) 2:16,17 9:9	170:14 171:12 177:18,19		emergency (16) 13:7 47:20	escalate (1) 147:24	
147:21 151:21 165:20,20	22:3,19 54:13,14 92:4,7	downloaded (1) 54:10		51:3 77:11 81:24 97:25	escalated (5) 115:15,17	
directorate (13) 115:22	105:13 106:15 113:25	draft (15) 45:21 61:10,16		105:7 171:5 177:15,23	120:10,14 147:21	
119:2 121:13 122:24,25	129:4 130:18 131:6,11	63:7 67:15,22 69:15 70:15		180:10,11,17,21 182:1	escalation (1) 115:23	
123:15,15 124:19 138:9	133:21 174:1	126:18 132:5,7 172:22		185:6	escalations (2) 135:5,7	
141:2 142:15 150:18 151:8	does (8) 11:24 54:6 64:8	174:4,17 175:2		emphasis (1) 103:3	especially (1) 98:20	
directors (3) 140:6,8,8	78:23 80:9 129:7 182:15	drafted (8) 29:5,8 60:18		employabilityworklessness	essence (1) 64:4	
disabilities (5) 42:22 47:12	188:16	61:18 65:11 131:18		(1) 103:24	essentially (3) 4:16 40:23	
54:20 64:17 65:8	doesnt (6) 42:23 66:17 68:8	175:10,12		employed (3) 24:25 78:19	172:3	
disability (25) 46:22,24	80:14 139:10 142:18	drafting (9) 31:11 60:15		117:1	establish (1) 95:7	
47:9,18 51:17,22,23 52:1	doing (22) 19:8 26:6	61:21 66:3 67:11		employee (1) 76:6	established (1) 143:15	
56:3,9,19 57:3 63:19 65:21	29:11,25 31:11 40:3 43:18	68:7,17,24 87:12		employees (6) 29:20,24	estate (9) 39:16 40:12 53:17	
66:12 73:5,23,24 75:21	52:15,16,23,24 54:4 56:12	draw (2) 118:14 177:9		57:20,20 70:10 77:10	97:7 178:10 179:2,3,18	
81:14 94:17 95:9	68:20 85:10 103:8 107:21	drive (1) 39:15		enable (3) 50:6 105:5 111:17	185:10	

<p>feel (4) 40:18 109:2 137:15 149:15</p> <p>feeling (1) 136:17</p> <p>fellow (1) 140:6</p> <p>felt (6) 4:18 21:12 49:4 69:21 147:21 174:11</p> <p>few (6) 18:22 45:10 53:20 102:5 106:14 152:23</p> <p>ffield (3) 171:8 183:16,21</p> <p>fifteenth (1) 8:9</p> <p>fighter (1) 13:9</p> <p>file (7) 55:8,11,18,19 60:18 158:10,21</p> <p>filing (1) 30:24</p> <p>final (10) 24:11 99:17 126:18,19 132:5,5 166:12 175:17 178:8 184:1</p> <p>finalised (2) 69:18 86:2</p> <p>finally (6) 20:21 60:20 96:16 109:1 178:22 187:17</p> <p>financial (1) 65:22</p> <p>find (6) 19:12 36:10 55:13 125:1 139:6 166:10</p> <p>finding (1) 55:11</p> <p>findings (4) 22:21 115:10 134:6,13</p> <p>fine (3) 59:13 170:15,16</p> <p>finish (1) 32:1</p> <p>finished (1) 40:1</p> <p>fire (175)</p> <p>6:1,2,3,8,13,13,15,15,23 7:2,9,13,14,24 8:6,14,20,21 9:23 11:8,21 12:7,23 13:2,3,5,8,8,13,21,22 14:2,3,6,12,17 15:22 16:24 17:11,24 18:3,4 29:16 34:23 35:10,23 36:9,15,16,25 51:4,9 77:12,22 78:3 82:7 83:4 88:3,7 89:9 98:7 99:21 100:10 105:3,8,24 106:25 107:19 110:16,18 111:10,13,18 112:2,5,9,18 113:2,4,17,17,23 114:2,5,10,22 115:2 116:3,5,10 117:7,8,10,12,14,24 118:2,10,15,15,18,18,19,25 119:5 120:25 121:2,4,7,16 122:10,10 123:2,20 124:8,11,19 126:18 127:9,16,22,24,25 128:10,16,17,18 132:4,11 133:5 135:19 138:5,7 141:4,19 150:12,15 154:13,14,21 155:12 157:19,20 158:7 161:16,22 165:16 166:15,18,19,20,22 169:5,14,25 170:9 174:2 176:5,14,18 177:1 179:1,3 180:21 181:22 182:4,12,16,17 183:12,18 184:23 187:6,24</p> <p>firefighting (1) 7:11</p> <p>fireated (2) 10:9,22</p> <p>fires (1) 13:10</p> <p>first (85) 1:8,19 2:4 5:19 6:2,3,16 7:23 20:18 23:16 24:8,20,23 25:6 26:13,17 28:9 29:5 33:15 34:23 35:6 36:11 38:17 40:22 41:2 45:1,8 47:6 53:18 56:9 61:15 71:21 72:4,20 73:1,2,9 75:11 82:6 83:14 86:2,6,18 96:11 99:22 101:3 102:24 103:19 108:5 110:22,24 111:3 113:16 114:11 119:8,13,14,16 120:24 122:17 123:14 124:3,22 125:3 126:20 137:2 139:16 140:2 142:4,6 143:6 146:7,11 147:14,17 148:9,11 149:14 150:14 159:6,13,19,22 160:1 166:14</p>	<p>fit (1) 173:25</p> <p>fits (1) 165:18</p> <p>five (1) 10:4</p> <p>flat (28) 1:14 10:22 11:17,18,20,24 19:25 20:1,4,17 42:19 80:23 104:19 150:15 151:10 153:8 158:10,21 161:12 162:7 165:12,24 166:2,15,17 168:8 170:9 173:1</p> <p>flats (8) 3:20 10:5,19 12:17 95:10 113:5 162:15 187:4</p> <p>flesh (1) 140:3</p> <p>flexibility (1) 106:10</p> <p>floor (3) 1:14 7:13 8:9</p> <p>floors (3) 6:5 8:6 182:20</p> <p>flow (2) 151:5 168:4</p> <p>flowing (3) 116:10 141:15 153:22</p> <p>flows (1) 82:23</p> <p>focus (3) 62:22 69:22 100:8</p> <p>focused (1) 152:15</p> <p>foi (1) 14:23</p> <p>follow (1) 32:3</p> <p>followed (4) 6:8 7:16 12:1 167:12</p> <p>following (13) 11:8 35:14,20 42:21 49:15 53:17 92:10 101:6 116:2 129:17,22 130:11 175:13</p> <p>fora (1) 120:21</p> <p>force (4) 19:13 72:6 87:23 88:23</p> <p>forever (1) 64:23</p> <p>forget (1) 31:9</p> <p>forgive (2) 148:15 162:8</p> <p>forgotten (1) 76:12</p> <p>form (1) 179:4</p> <p>formal (7) 3:10 31:17 34:20,21 92:7 138:4 154:4</p> <p>formally (2) 2:12 31:22</p> <p>formats (1) 93:5</p> <p>formatting (2) 46:4,5</p> <p>forms (1) 84:9</p> <p>formulated (2) 66:14 86:4</p> <p>forum (6) 34:1,2,3,13 85:16 123:11</p> <p>forward (5) 12:2 27:19 66:7 143:18 150:6</p> <p>forwarded (2) 35:18,19</p> <p>found (11) 20:7 27:7 34:25 43:7 53:6 114:12 122:16 126:24 163:18 165:3 178:2</p> <p>founded (1) 3:9</p> <p>founder (1) 3:6</p> <p>four (6) 10:17 26:23 41:24 102:25 114:14 166:14</p> <p>fourth (2) 37:21 91:6</p> <p>fourthly (1) 166:20</p> <p>fra (26) 14:9,9,14,21 118:15 119:4,10,19 134:18 135:12,15 139:18,22 140:16,18 142:14 143:7,25 144:12 145:12,15,21 146:13 149:9,15 157:15</p> <p>francis (2) 14:21,22</p> <p>fras (22) 115:7,10,12,17,19 116:18,22,25 119:22 120:1,15 134:5,7,10,12,16 145:2 147:9,25 149:18,20 161:9</p> <p>free (2) 19:11 109:16</p> <p>french (1) 93:3</p> <p>frequently (3) 94:7 116:22 153:23</p> <p>fresh (1) 175:13</p> <p>friendly (1) 106:8</p> <p>front (13) 9:23 10:5,19 20:2 24:8 27:8 45:1 159:4 165:12 172:14,18 175:15 181:24</p> <p>frustrated (1) 21:1</p> <p>frustration (1) 19:9</p> <p>full (5) 96:21 105:5 157:15 160:4 176:5</p>	<p>fully (4) 11:20 72:5 166:18 182:23</p> <p>function (5) 27:25 48:23 51:10 115:4 117:15</p> <p>functional (5) 73:5,10,18 79:8,16</p> <p>functioning (1) 171:24</p> <p>fund (1) 18:18</p> <p>further (19) 1:7 2:21 12:1 67:2 68:13 71:8 86:20 87:2 100:20 101:7 120:23 148:21 155:11 173:21 174:1 177:19 185:15 186:24 187:20</p> <p>future (1) 124:15</p>	<p>G</p> <p>gadd (1) 188:23</p> <p>gap (2) 51:18 144:9</p> <p>gaps (5) 39:17 50:10 51:12,14,17</p> <p>gas (7) 17:2,4,11,16,21 18:7 123:2</p> <p>gather (1) 43:17</p> <p>gathered (1) 54:7</p> <p>gave (7) 4:19 9:24 17:4 35:6 106:9,13 165:10</p> <p>gender (4) 51:16,19 52:1 57:1</p> <p>general (16) 92:25 107:21 108:9 114:4 121:23 136:17,22 137:4 158:25 160:24 171:14 176:22 178:6 184:13,21 185:5</p> <p>generally (26) 25:11 30:3 31:9 38:12 43:14 51:23 56:15 63:12 65:25 66:9 70:23 72:24 81:12 97:5 99:23 108:9,18 113:23 115:18 120:10 121:21 134:17 142:24 146:17 170:24 171:7</p> <p>generic (2) 97:7,18</p> <p>gentleman (1) 94:23</p> <p>get (30) 15:6,9,11 20:18 38:9,20,23 40:18,20 42:3 41:29 71:5 73:17 74:3 86:23 92:6 94:1,4 95:8 101:12 103:4 107:4,22 108:23,25 141:12 145:12 147:5 158:11 176:4</p> <p>gets (4) 54:17 69:7 101:2 143:17</p> <p>getting (4) 42:4 44:22 46:3 108:10</p> <p>gibson (3) 95:4,11 98:4</p> <p>give (30) 14:11,12 23:19 31:23 34:16 39:8 40:15 41:15 42:12,17 43:1 55:23 81:17 83:9 86:5 91:17 106:19 109:8,13 110:15 111:12 115:16 139:20 143:12 153:22 157:17,17 187:11 188:2,8</p> <p>given (18) 49:16 87:16 100:7,17 117:3 127:23 135:1 140:4,14 146:10 164:20 165:23 168:21 169:15 176:3,3,17 187:2</p> <p>gives (2) 5:20 15:23</p> <p>giving (2) 23:25 103:11</p> <p>globally (1) 134:19</p> <p>goal (1) 147:5</p> <p>goes (6) 7:15,18 16:9 83:12 98:17 120:9</p> <p>going (25) 1:4 10:16 22:23 31:13 39:16 52:25 56:4 58:13,23 64:18 77:3 81:7 84:16 85:7,16 95:13 98:25 99:3,7 119:24 127:8 136:5 150:11 172:25 177:22</p> <p>gone (7) 30:12 38:12 54:25 72:1 91:23 104:9,21</p> <p>good (18) 1:3,10,11 14:23 18:15 19:10 23:7 59:2,17 101:15 109:20 110:7,14</p>	<p>128:2 132:6 161:17 162:9 188:24</p> <p>governance (1) 110:16</p> <p>government (6) 52:4,8 113:2,3,7,9</p> <p>granular (1) 42:18</p> <p>grateful (5) 22:22 100:22 109:15 127:10 188:9</p> <p>grave (1) 4:19</p> <p>greater (4) 137:16 149:16 176:19,19</p> <p>green (1) 134:25</p> <p>grenfell (39) 3:5,7,8 4:20,22 5:21 6:15,20 8:22 11:7 14:3 17:14 18:18 20:8 37:24 39:9 41:13 75:20 93:21 94:18,22 97:1,6,11,13,15 102:7,9 159:8 168:1 170:25 171:15 175:21 179:1,16,19 181:4 184:25 187:9</p> <p>gresic (1) 169:21</p> <p>grid (1) 17:20</p> <p>group (13) 21:5,25 28:19 94:13 107:7 123:9 124:25 126:9,10 136:19 137:25 141:7 148:23</p> <p>grouping (1) 19:4</p> <p>groups (10) 21:23 28:1,10,11,21 42:7,10 43:11 138:4,15</p> <p>gtla (39) 3:5,7,9,14,17,24 4:18 5:8,23 6:14 7:17 9:6,7 10:13 11:3,11 12:8 13:2 14:17 15:4 17:3 18:6,17,22 19:23 20:5 21:5 22:2 166:7 167:23,25 169:4,10,16 170:22 172:3,14 173:8 175:17</p> <p>gtlas (4) 4:19 9:2 167:21 175:14</p> <p>gtrp (1) 178:20</p> <p>guarantee (5) 171:4 172:1,7,11 183:3</p> <p>guess (1) 41:19</p> <p>guest (1) 96:11</p> <p>guidance (18) 33:12,16,18 49:16 52:4,11 87:15 103:11 113:1,4,16,17 117:25 150:20 158:17,20 173:3</p> <p>guide (6) 113:6,7,12,20,21 156:5</p> <p>guided (2) 89:8 171:22</p> <p>guides (2) 113:8,19</p>	<p>H</p> <p>hadnt (6) 31:4 32:15 36:14 108:13 116:11 175:24</p> <p>half (1) 80:4</p> <p>halfway (1) 65:17</p> <p>halfyearly (1) 91:19</p> <p>hallimond (8) 141:16 151:24 153:2,10,16,23 155:21 158:24</p> <p>hand (1) 19:11</p> <p>handbook (9) 15:23 16:8,14,16,19,24 102:14,22,23</p> <p>handbooks (1) 16:1</p> <p>handed (2) 84:24 143:23</p> <p>handful (1) 91:20</p> <p>handicap (1) 74:8</p> <p>handle (2) 91:8,10</p> <p>handling (1) 91:7</p> <p>handrails (1) 104:19</p> <p>hands (1) 100:17</p> <p>happen (9) 23:5 58:22 64:25 90:19,20 95:17 100:12 104:4 120:11</p> <p>happened (6) 41:7 43:16 135:9 173:5 182:19 187:24</p> <p>happening (4) 31:22 95:20,21 108:18</p> <p>happens (2) 23:2 145:14</p> <p>hardly (1) 18:2</p>	<p>havent (2) 109:2 125:22</p> <p>having (15) 15:19 28:18 140:20 144:3 147:10 148:14,23 154:20 155:9 158:23 161:7,16 166:24 171:7 177:11</p> <p>head (3) 40:5 43:3 63:1</p> <p>header (1) 64:1</p> <p>heading (13) 3:4 4:7 6:12 10:16 17:11 27:21 33:9 63:5 66:22 67:4 87:2 129:15 184:4</p> <p>headings (1) 56:1</p> <p>heads (2) 140:8 152:12</p> <p>health (107) 4:23 6:19 9:25 10:12 17:18,25 18:18 28:25 29:2 30:2 32:7 35:13 36:2 46:9,16 47:19 48:7 49:17 51:9 57:8,13,23 58:9,10,17 64:20 65:21 67:6,12,15,16 68:3 82:22 88:7,8,9 97:25 98:1 105:23 107:9,25 112:3 114:20 115:1,5,18 116:6 117:15,16 118:1,3 119:7,23 120:12,19,20 121:24 122:15 123:4,6,9,10,12,16 124:13,25 126:9 127:10,17,19 132:12 133:20,20,25 134:1 135:24 136:5,9,13,24,24 137:5,6,7,23,25 138:1,8,11,15,17,20,21 139:5,8 141:7 143:20 147:15 149:5 150:24 152:20 155:11,25 156:4 158:9,15,21</p> <p>hear (4) 32:20 109:14 188:8,21</p> <p>heard (1) 17:3</p> <p>hearing (4) 1:4,7 74:5 189:3</p> <p>heavy (1) 8:8</p> <p>held (14) 43:14 45:17 49:2,22 54:14 64:9 65:10 79:5,6 111:14 146:4 148:7 151:21 184:3</p> <p>help (19) 34:15 47:17 55:22 57:19 69:17 73:21 79:19 80:9 88:3 101:8 104:8 107:10 117:5 128:9,11,14 139:25 155:1 158:13</p> <p>helpful (3) 20:13 109:9,13</p> <p>helping (3) 25:11,13,13</p> <p>helps (1) 47:11</p> <p>hence (3) 176:1,9,11</p> <p>here (21) 7:15,23 13:1 15:24 23:4 46:21 51:13 53:8 88:13 90:23 91:2 95:24 118:17 119:10 127:12 131:11 140:3 162:12 169:11 178:7,23</p> <p>hers (1) 87:13</p> <p>hesitation (1) 174:22</p> <p>hierarchy (1) 153:21</p> <p>higher (3) 8:5 69:21 133:11</p> <p>highlighted (4) 120:1 128:12 139:21 181:3</p> <p>highpriority (1) 145:16</p> <p>highway (3) 179:17 181:5,6</p> <p>highways (1) 181:12</p> <p>himself (1) 7:17</p> <p>hindsight (1) 127:20</p> <p>hire (1) 18:13</p> <p>hiring (1) 18:11</p> <p>historic (4) 41:6 55:4 66:8 83:11</p> <p>historical (1) 54:24</p> <p>historically (1) 54:19</p> <p>hiu (1) 21:18</p> <p>hoc (4) 32:25 161:10 171:11,12</p> <p>hold (2) 43:8 111:15</p> <p>holder (1) 91:9</p> <p>holding (2) 71:2 147:3</p> <p>home (5) 19:16 50:13 52:20</p>	<p>57:22 163:17</p> <p>homes (1) 16:20</p> <p>honest (1) 186:1</p> <p>honestly (1) 57:16</p> <p>hope (1) 60:4</p> <p>hopefully (1) 92:11</p> <p>hoping (1) 19:12</p> <p>hose (1) 13:9</p> <p>hours (3) 20:12,14,20</p> <p>household (1) 65:19</p> <p>households (1) 65:18</p> <p>housing (16) 3:21 32:17 49:21 52:16 58:1 94:13 97:7 111:4,5,14,18 112:24 113:17,18 114:5 146:25</p> <p>however (7) 8:7 16:22 41:3 78:18 116:8 119:1 143:13</p> <p>hr (2) 25:23 112:8</p> <p>hs (2) 83:5 141:25</p> <p>huge (3) 6:19 50:10 51:12</p> <p>hurt (1) 13:12</p> <p>hygiene (1) 112:11</p>	<p>I</p> <p>id (21) 6:11 46:2 56:5 86:8 106:12 111:14,21 113:15 143:19 146:14 149:21 152:9 158:17 159:22 168:2,17 172:20 175:16 183:16 184:1 185:21</p> <p>idea (6) 34:16 41:16 91:17 115:16 153:22 157:17</p> <p>identified (21) 11:9 28:2 48:6 53:9 82:7 93:22,23 94:5 96:7 98:15 115:17 128:8,13 129:12 134:14 135:12,14 137:9 148:12 161:11 177:11</p> <p>identifies (1) 87:4</p> <p>identity (3) 10:7 129:16 143:11</p> <p>identifying (2) 66:5 146:3</p> <p>ie (7) 70:6 96:15,23 97:11 120:16 141:8 187:9</p> <p>ill (12) 23:23 56:6 66:24 71:17 110:25 113:11 114:12 127:12 159:15 161:12 165:3 166:24</p> <p>im (38) 22:22,23 43:4 45:19 58:23 60:1 69:7 82:13 84:1 89:10 90:1 99:14 100:16,22 107:9,23 115:23 119:20 121:11 127:8 129:24 133:1,8 146:6 148:15 150:11 152:15 156:9 157:23 160:13 162:13 168:17 169:8 170:6 174:11 181:13,19 187:20</p> <p>immediate (1) 9:17</p> <p>immediately (5) 12:10 15:22 31:24 150:21 158:6</p> <p>imminent (1) 139:21</p> <p>impact (36) 6:2,19 27:21,23 28:1,2,3,14,18,23 29:8,18,21 30:4,20 31:3,6,12,16 32:15 33:10,13,23 34:10 35:22 36:20,22,25 37:2,11 73:16 103:25 179:5,17 180:6</p> <p>impaired (1) 185:7</p> <p>impairment (7) 46:25,25 49:10 73:6,11 74:4,5</p> <p>impairments (2) 42:21 54:20</p> <p>impeding (1) 149:4</p> <p>implemented (3) 67:8 69:7 148:20</p> <p>implementing (1) 144:12</p> <p>implications (1) 187:8</p> <p>importance (2) 168:14 176:17</p> <p>important (3) 1:5 21:10 47:13</p> <p>importantly (1) 103:1</p> <p>imprecise (1) 55:2</p> <p>impression (2) 17:21 86:6</p>	<p>improve (3) 39:17 50:6 108:18</p> <p>improved (2) 49:4,7</p> <p>improvement (2) 49:1 137:18</p> <p>improvements (1) 166:21</p> <p>inability (1) 172:11</p> <p>inaccurate (1) 82:4</p> <p>inadequate (1) 144:13</p> <p>incentive (1) 176:4</p> <p>incident (5) 6:18 8:15 13:11 171:17 179:7</p> <p>inclining (1) 46:11</p> <p>include (8) 44:15 46:9 53:15 60:18 74:2 96:21 135:1,7</p> <p>included (10) 38:8 43:19 47:25 48:1,3 96:14 112:10 114:22 121:21 169:9</p> <p>including (4) 6:6 19:3 25:3 75:20</p> <p>income (1) 44:16</p> <p>inconsistency (2) 13:14 81:18</p> <p>increased (1) 135:12</p> <p>increasing (2) 82:11 151:14</p> <p>independent (6) 4:22 17:25 18:6,11,13 148:22</p> <p>inddepth (2) 155:19,22</p> <p>index (1) 190:1</p> <p>indicate (1) 135:12</p> <p>indicated (3) 13:4 59:9 60:2</p> <p>indicates (1) 61:10</p> <p>indicator (1) 42:9</p> <p>indicators (2) 87:3,4</p> <p>individual (12) 19:14 65:19 73:22 82:1 116:13,18 118:3 134:10,16 143:14 152:12 170:4</p> <p>individually (1) 134:19</p> <p>individuals (8) 65:8,17 115:22 137:2,3,19 169:19 185:6</p> <p>induction (1) 26:21</p>
---	---	---	--	---	--	---	---	---	---

<p>inquiry (15) 2:1,3,13,15 13:17 21:3 22:12 23:15,20 24:5 110:10,15,20 190:8,12 inquiries (5) 2:12,14,18 14:16 22:10 inside (1) 15:9 insight (1) 78:5 insofar (3) 140:24 151:9 176:20 inspect (1) 12:16 inspection (6) 18:6 130:15,23 132:18,24 175:25 inspections (3) 145:25 146:1,1 inspector (1) 18:12 install (2) 158:1 160:18 installation (2) 17:5 18:7 installed (3) 12:6 17:17 158:4 installing (1) 17:20 instances (5) 122:3 140:18 149:23 157:18 160:18 instruct (1) 12:15 instructed (2) 29:21 58:6 instruction (3) 30:17 33:19 164:20 instructions (1) 82:11 instrumental (1) 6:14 integrity (1) 182:4 intend (1) 51:24 intended (4) 23:21 43:8 52:24 169:6 intention (4) 26:24 71:1 88:6 140:1 interact (1) 32:20 interactions (1) 169:19 interest (3) 21:13 43:10 167:15 interested (1) 43:18 interesting (1) 144:22 interests (2) 21:6 43:9 interim (6) 145:22,24 149:24 157:14,18 165:20 internal (9) 20:2 85:14 96:1 162:14 166:23 169:18,19 173:18 174:4 internally (1) 168:20 interpretation (2) 50:20 107:1 interpreter (1) 107:4 interrupt (2) 152:15 156:9 intervals (1) 13:23 into (48) 1:9,15 2:12 5:9 7:18,24 17:14 29:4 33:18 34:20 41:24 42:14 44:2 46:17 54:11,15,17 62:9 64:15 71:5 72:6 75:9 79:9,10,16 81:14 83:12 85:8 87:22 88:23 90:17 93:3 94:4 95:24,25 96:3 103:4 143:20 146:6,19 147:5 153:16 158:11 165:18 167:16 179:17 182:9 190:3 intranet (2) 72:12,14 introduced (1) 88:21 investigate (1) 18:1 investment (6) 11:4 96:8 97:1 120:25 136:21 142:22 investments (1) 150:22 invite (2) 114:12 127:6 invited (1) 21:25 involve (2) 111:9 112:9 involved (11) 43:11 48:11 84:17 90:8,11 118:25 153:6 161:7 177:1 179:23 181:10 involvement (6) 82:22 111:13 119:11 123:16 124:7 151:15 isnt (9) 42:2,17 56:4,5,8 75:11 92:14 95:16 100:11 issues (23) 2:22,25 19:25 21:18 22:16 25:24 51:14</p>	<p>87:20 88:8 98:6 108:7 120:10 123:12 147:14 153:1,19 154:2 155:23 167:22 178:20 180:4 182:25 187:3 item (15) 9:5 27:10 33:8 44:9 49:24 96:11 98:16 126:15 132:4 136:4 138:11 139:16 141:14,19 184:5 items (1) 139:18 iteration (3) 61:18 62:2 68:14 its (86) 5:13 18:22,23 19:18 20:1 21:10 22:12 23:18,20 24:2 29:20 32:3 33:11 34:17 35:22 39:19 40:13 43:3 44:7 46:2,3 49:22 50:7,16 51:17 60:18,23 62:15 66:12 67:9 68:9,22 71:12,12 72:24 73:2,12 75:13,17,22 82:5 86:25 88:7 92:1 98:12 99:3,6,18 102:15,25 107:18 109:8 113:12,14 114:20 122:17 125:13,18 127:7 128:4,12 129:22 130:3,11 131:5 133:23 135:19 137:6 142:7 143:22 155:1 156:13 157:21 162:8,10 167:20 172:5 173:23 174:18,24 176:9 179:13 184:5 187:19 188:8 itself (6) 6:10 74:22 81:17 119:21 154:19 179:8 ive (7) 56:6 76:12 84:24 100:13 129:2 141:1 160:13 ivs00001335 (1) 1:18 ivs0000133510 (1) 4:6 ivs0000133511 (1) 5:4 184:13 ivs0000133514 (1) 6:11 ivs0000133515 (1) 7:6 ivs0000133523 (1) 20:24 ivs0000133524 (1) 21:9 ivs0000133533 (2) 10:15,21 11:1 ivs0000133535 (1) 11:13 ivs0000133536 (1) 12:3 ivs0000133537 (1) 10:17 ivs000013354 (1) 3:3 ivs0000133546 (1) 12:25 ivs000013355 (1) 3:12 ivs0000133551 (1) 15:2 ivs0000133552 (1) 16:4 ivs0000133554 (1) 16:11 ivs0000133554 (1) 10:6 ivs0000133556 (1) 17:9 ivs0000133562 (1) 18:8 ivs000013357 (1) 3:23 156:9,13,16 157:4,12 ivs0000133570 (1) 18:24 ivs0000133573 (1) 19:21 ivs0000133574 (1) 20:11 188:2,14,16,19,22 189:1 ivs00001778 (1) 44:25 ivs0000177810 (1) 46:18 ivs000017782 (1) 45:3 ivs00002367 (1) 2:9 ivs00002368 (1) 2:10 ivs00002369 (1) 2:3 ivs0000236916 (1) 21:22 ivs000023692 (1) 5:13 ivs0000236928 (1) 7:21 ivs0000236930 (1) 9:1 ivs0000236933 (1) 13:19</p>	<p>143:3 144:11 149:14 150:2 174:18 175:19 jevans (5) 4:12 18:10 140:9,15 144:7 job (2) 25:5 155:12 jobs (1) 25:7 john (4) 125:5 126:3 131:22 141:16 johns (1) 126:5 johnson (1) 4:12 join (3) 3:21 21:5,25 joined (8) 43:5 91:12 103:19 111:7,9 152:9 153:10 155:5 joining (3) 148:15 150:21 152:11 joint (1) 123:4 jointly (1) 176:13 jones (1) 15:25 judge (2) 4:15,16 judging (1) 67:16 judith (1) 19:7 july (2) 13:12 136:2 jump (1) 12:2 june (24) 11:3 16:25 18:4 39:25 40:7 49:23 75:19 76:1,7,25 77:9 88:22 90:14,24 91:14 105:8 110:21 159:10,15,19 162:5 165:10 167:11 187:25 jury (1) 4:15</p>	<p>175:10,24 176:1,3 182:14 183:14,24 185:8,13 knowing (2) 47:10 73:10 knowledge (8) 24:16 35:9 40:10 116:17 124:7 133:12 148:12 160:16 known (4) 30:13 60:10 75:21 90:9</p>	<p>L</p> <p>lack (5) 16:5 154:18 166:19,20 176:24 lacors (1) 113:21 lacorss (1) 113:16 language (4) 50:19 108:6,14,19 languages (6) 92:2 93:22,23 94:1,4,14 large (1) 93:4 largely (1) 20:1 larger (1) 94:10 last (16) 1:21 13:11 15:17,20 32:23 40:3 52:19 86:19 92:16 96:7 98:14 102:25 121:19 139:8 172:11 185:13 late (2) 20:6 40:4 later (11) 9:10 10:18 14:13 49:8 62:9 64:21 65:1 153:9 158:24 165:20 177:19 latter (2) 25:2 66:12 laura (1) 4:12 lawyer (1) 7:10 lawyers (1) 45:17 lead (1) 131:22 leadbitter (2) 180:1,2 leader (1) 8:14 leadin (1) 145:11 leading (3) 96:17 110:21 137:12 learn (1) 154:17 leasehold (5) 3:20 10:5 16:22 159:20 162:15 leaseholder (15) 3:14 10:16 11:11 12:9,14,18 159:3 161:18,23 162:2 163:12 168:8 173:15 175:20 176:21 leaseholders (35) 1:16 3:5,7,10 10:19,23 11:7,16 153:8 159:23 162:6,16,22 163:4,15 164:7,12,18 165:1,11,22 166:2,15,16 167:9,11,19 168:5 169:10 173:1,13 174:14 181:24 182:7 least (5) 41:21 62:19 83:15 123:10 144:13 leave (7) 10:3 21:9 22:23 37:10 70:23 163:25 172:22 leaves (1) 187:16 lectern (1) 22:23 led (2) 137:10 149:11 left (13) 103:21 135:17 137:15 139:9 140:17 141:8 143:2 149:14 150:1 172:13 174:23 175:18,18 lefthand (4) 47:4 53:8,11 122:17 leg (1) 65:1 legal (5) 11:23 133:5 135:19 176:9 177:2 legally (1) 177:12 legionella (1) 123:2 legislation (2) 121:16 124:16 legislative (3) 111:25 112:1 165:12 legitimate (3) 167:23 168:1,2 legs (1) 15:17 lengthy (1) 22:9 lessor (2) 137:16 161:23 let (12) 4:16 56:6 66:24 67:24 71:17 100:21 101:4 121:15 127:12 159:15 165:3 166:24</p>	<p>lets (7) 15:2 17:10 20:24 29:15 124:24 147:8 156:13 letter (24) 8:2,11,19 11:5,6,17 164:17,23 165:10 166:8 170:12,21 171:2,19,21 172:2,13 173:24 174:18 175:2,9,14 183:8,22 letters (3) 108:12,15,16 level (19) 30:16 34:3,13 40:17,17 41:16,21 65:10 89:2 97:18 124:2,2,3 131:14 133:11 136:10 140:2 158:11 166:4 levels (1) 49:5 lfb (5) 13:14 160:12 179:21 180:7,8 lfbs (1) 7:23 lfepa (1) 179:6 lga (3) 113:6,12,20 liability (1) 6:22 life (3) 65:21 73:16 171:9 lift (5) 7:11 15:9 96:17 123:3 128:23 lifts (15) 13:9 14:25 15:4,5,5,13,15,17,20 96:1,2 112:11 128:21,22 170:1 light (3) 35:10 105:2 171:25 lighting (1) 13:8 like (36) 2:14 6:11 8:6 22:12 25:10 41:13,24 42:6 43:11 55:10 57:2 58:11 59:18 67:13 72:18 74:3,5 75:17 76:18 79:4 85:14,17 89:1,2 94:11 95:25 98:7 104:19 107:6 109:5,11 126:23 130:17 184:1 186:12 187:18 liked (2) 19:12 43:6 likely (10) 27:25 29:25 31:19 67:9 77:14 87:25 95:24 101:12 139:21 167:20 limited (6) 17:20 76:22 105:2 134:10 152:22 164:23 line (8) 31:16 32:23 37:8,22 56:1 67:17 73:3 77:18 lines (1) 102:25 link (2) 92:12 106:14 list (4) 68:6 75:20,22 128:8 listed (2) 91:25 96:11 little (7) 7:5 12:2 14:15 43:7 60:3 116:17 155:19 live (8) 78:6 84:25 85:3,7 86:23 88:24 89:6,8 lived (3) 1:14 71:6 79:22 lives (2) 6:17 86:24 living (2) 2:19 40:11 loath (1) 156:9 local (5) 107:6 113:3,6,9 185:10 locally (1) 39:19 located (1) 78:24 location (1) 21:18 locations (3) 144:17 147:6,23 logged (3) 53:16 54:6,7 logistics (1) 72:13 london (7) 7:8 165:15 176:13 177:1 180:21 184:23 187:6 long (9) 15:10 17:15 20:25 64:13 65:2,7 93:14 152:2 185:19 longer (2) 60:2 74:3 longterm (1) 47:1 look (32) 6:11 7:20 15:2 17:10 19:21 20:24 26:10,13 40:6,15,22 44:24 50:1 53:5 56:6 79:18 80:4 102:23,24 108:23 124:24 126:22,23 127:15 129:14 132:4 139:4,16 141:6,20 144:19 159:6 looked (4) 52:15 69:16 78:3 80:22 looking (37) 6:24 29:15</p>	<p>32:22 41:15 42:6 44:14 52:18 53:20 55:22 61:22,22 73:2 78:7,8 82:1 84:21 87:14 89:5 95:18 106:3,3 110:16 120:23 124:14 126:5 127:22 129:6,21 130:6 133:17 142:10 144:23 145:22 148:5,7 164:15 169:12 lornette (9) 137:14 138:23 146:14 147:11,15 148:1 149:10 150:22 158:18 lot (15) 25:12 34:4 45:12 92:7 93:13 101:11 105:10 106:10 122:3,11 138:19 145:7,8 163:14 164:14 lots (1) 144:17 low (3) 40:17 42:23 108:2 lower (5) 7:6 14:16 40:17 41:22 92:19 lunch (1) 109:22</p>	<p>M</p> <p>m (2) 95:14 97:9 ma (3) 126:18,20 132:5 maccess (1) 96:14 maddison (6) 4:11 9:7,13,18 144:9 magazine (8) 92:12,13 93:2,9,10,11,13 106:14 main (7) 3:9 17:17 44:2 47:15 76:24 95:25 103:23 mainly (4) 38:5 43:23 58:12 97:24 maintained (1) 169:15 maintaining (1) 45:21 maintenance (18) 7:12 13:5 121:2 128:15,18,19 130:15,23 131:1,8 132:18,23 142:21 146:21 166:19 169:22,24 181:22 maintenanceservice (1) 129:11 major (3) 6:16 8:10 97:10 majority (1) 57:25 makes (1) 10:11 makeup (1) 40:11 making (14) 28:17 46:2 62:22,23 85:21 87:18 99:4 126:6 146:8 149:1,1,3,6 154:22 malfunction (3) 129:18,23 130:12 malfunctioning (1) 15:21 malfunctions (1) 15:17 man (1) 95:5 manage (3) 16:20 96:18 111:17 managed (5) 88:9 112:2 117:25 151:23 155:7 management (40) 30:13 32:18 35:2 44:3 46:14 54:13 57:6 87:8 88:18 89:4 90:4,11 111:10 112:11 114:1,6,9 117:8 118:15,18,19 119:14 121:4 122:10 123:23 136:9 138:9 140:19 141:2,14 143:14 146:25 148:17 150:5,24,24 154:3 179:3,4 185:10 manager (15) 4:1 11:4 25:14 37:8 53:10 55:23 94:19 120:13 125:5 138:13,21 151:17 154:9 156:1 163:21 managers (20) 34:1,2,3,13 57:5 72:17 76:15 85:15,20 123:10 124:6 138:10 143:14 146:16,18 147:2,2 151:23 152:12 managing (4) 123:5 151:5 152:2 154:12 manifest (1) 154:19 manse (5) 163:5 164:3,9,10 167:16 manually (1) 78:25</p>	<p>manufactured (2) 145:10 158:3 many (12) 2:17 3:6 9:24 91:8,24 26:7 43:6 58:12 91:18 94:9 139:18 155:8 march (8) 2:7 17:16 18:10 24:10 39:21,25 88:19 184:3 mark (7) 110:4,6,13 136:8 178:11,13 190:10 marked (1) 80:24 marks (1) 185:12 marry (1) 170:6 marshall (2) 19:6 136:8 martin (52) 1:3 22:17 23:1,4,9,11,14 59:1,7,14,17,22 60:1,6 100:18,23 101:1,15,25 102:4 109:11,20,24 110:3,5,7 125:14,19,22 156:9,15,17,21 157:1,5,9,11 185:17,19,22,25 186:5,11,16,20,23 188:1,5,14,17,20,24 master (1) 71:2 masterdord (5) 163:5 164:3,9,10 167:16 materials (1) 92:2 matter (6) 62:25 65:14 137:1,6 169:3 179:2 matters (19) 25:3,9 32:4 35:14 40:24 82:24 88:4 89:20 101:7 103:13 112:9,10 113:3 122:10 127:11,13 134:14 138:5 166:14 max000000082 (1) 184:4 maybe (8) 26:22 41:20 57:5 71:25 91:20 103:22 105:19 158:24 mean (27) 9:13,16 25:22,23 28:9 46:13 54:6 64:8 66:17 68:4,6,8,19 73:19 75:18 80:14 81:11 84:8 89:5 105:9,10 108:7 135:17 153:13 154:11 171:17 182:13 means (7) 45:20 52:19 54:17 55:8 85:7 100:10 186:6 meant (3) 73:10 135:8 139:25 measure (2) 158:2 176:18 measures (10) 120:25 121:2,4,7 145:23 146:2 148:5 149:24 157:14,18 mechanical (1) 145:7 mechanics (1) 68:24 meet (8) 11:10,12,25 50:7 123:10 133:4 160:4 168:11 meeting (27) 27:6 33:6 49:22,22 88:19 90:24 91:14 95:8,13 96:8,9 124:12,25 125:7,9 126:1 136:2,4 139:5,9 140:22 141:7,10 176:15 179:3 184:3,16 meetings (12) 21:12 72:18 137:24 138:3,11,12 140:19 144:3,6 154:4,6 169:19 member (4) 112:14 133:13 134:3 140:5 members (20) 1:11,12 3:14 5:7 18:17 20:6 21:17 23:7 26:22,24 44:16 72:16 107:11,18 136:23 153:18 155:17 183:16 188:7,11 memory (10) 66:24 67:25 71:18 102:15 114:13 130:17 140:9 156:7 159:16 166:25 mental (2) 46:25 64:19 mention (4) 127:9 128:10,21 185:5 mentioned (14) 39:1 43:16 48:19 51:1 56:23 76:11</p>
---	---	---	---	--	---	---	---	--

79:7 84:22 85:19 86:2 94:10 127:13 145:7 187:5 message (2) 99:20 101:20 met (4) 75:5 146:18 152:11 165:12 methodology (1) 72:9 metres (1) 9:22 metropolitan (1) 180:13 middle (2) 61:12 159:14 midway (1) 44:10 might (33) 6:17 10:25 17:22 39:3 40:19 41:14 42:11,13 46:1,18 50:23 53:10 56:23 62:8,9 64:18,20 84:4,5 86:5 87:17 90:9 100:19 101:7 126:22 127:6 156:7,10 160:18 180:11 185:1,9,16 migrated (1) 147:5 mike (11) 141:16 151:24 153:2,2,10,14,16,23 154:1 155:21 158:24 millett (5) 1:8,10 22:18,22 23:3 millicent (2) 16:12,21 mind (16) 23:16,24 36:6 61:15,20 110:11 122:1 142:4 145:18 153:7 157:20 165:6 167:2 179:11 182:15 185:1 mindful (1) 185:21 mindful (7) 70:18 108:4 139:7 140:14 167:15 168:14 176:17 minimal (1) 137:22 minimum (3) 154:22,23 160:17 minor (3) 8:3,8 13:11 minute (3) 48:19 142:16 minuted (1) 33:11 minutes (19) 10:12 44:19 49:21 96:12 100:15,19 124:24 126:14,25 136:2 139:4 141:6,11,12 143:9 184:3 185:21,22,25 misinformed (1) 172:3 misinforming (1) 172:5 missed (2) 56:7 101:4 misuse (1) 15:15 mitigated (2) 137:9 145:21 mitigating (2) 146:2 148:5 mmhm (1) 67:1 mobility (2) 184:20 185:7 mocklow (1) 164:2 modify (1) 35:10 module (5) 9:10 22:16 100:16 110:15 148:24 moment (4) 1:13 34:15 100:23 156:11 moments (1) 53:21 monday (3) 188:18,25 189:4 money (2) 6:24 93:13 monitor (1) 30:20 monitoring (7) 53:4 54:2 120:15,18 123:6,12 144:12 month (4) 91:18,21,23,24 monthly (5) 49:22 131:2 146:1,19 154:3 months (8) 12:8,11 18:4 69:15 152:4,23 165:2 166:17 mood (1) 136:17 moorebeck (52) 1:3 22:17 23:1,4,9,11,14 59:1,7,14,17,22 60:1,6 100:18,23 101:1,15,25 102:4 109:11,20,24 110:3,5,7 125:14,19,22 156:9,15,17,21 157:1,5,9,11 185:17,19,22,25 186:5,11,16,20,23 188:5,15,14,17,20,24 more (63) 2:17 21:2 31:19,20 32:17,17 39:4,19 40:7 57:3 62:18,22 65:5 66:2 69:10	70:25 74:16 77:14 79:7 81:13 84:25 85:10 89:14,15,16,18 95:24 96:3 97:21 101:10,11,20 105:20 106:10 113:13 122:3,8,11 124:7,12 131:7 132:17,22 138:8 144:19 149:1,2 155:19,22 160:19 163:9,15 167:25 172:6 185:9,23,25 186:2,21 187:11,20 188:21,22 morning (9) 1:3,10,11 23:7 59:8 83:2 105:15,15,19 most (6) 2:20 38:19,23 72:1 74:16 92:4 mott (4) 3:18 4:1 159:8 162:25 mouth (1) 146:6 move (8) 1:6 2:23 5:3 8:17 27:19 37:18 175:4 177:14 moved (2) 1:15 17:14 moving (2) 83:12 106:7 mp (1) 19:6 much (45) 8:11 10:23 22:17 23:11,19,20 38:20 41:4 57:3,6 59:17 79:6 89:14 109:8,16,17,20,24 110:7 113:23 118:18 119:22 120:15 124:6,12 125:24 126:5 131:7 145:5 149:1,2,2 152:19 155:22 157:1 158:1,15 160:19 174:19 175:5 186:11 188:4,6,10,24 multiple (1) 105:14 must (3) 9:20 78:5 121:24 myself (6) 6:24 20:17 68:20 90:1 109:12 111:21	104:10,11,22,22 107:3 180:14 never (13) 4:19,20 5:8 8:24 12:19 16:22 25:7 34:19,21 43:6 58:2 100:2 102:17 newcurrently (1) 126:16 news (1) 91:2 newsletters (3) 21:12 85:14 92:9 next (21) 3:22 7:4 10:5 12:3,23 14:4,25 17:2 18:22 22:24 68:11 136:6 141:6 142:9 143:2 170:14,18 175:4,7 177:18 188:18 night (7) 76:1,7 78:3 80:23 99:20 100:9 105:3 nights (1) 9:24 nine (1) 28:13 noble (20) 23:8,10,18 24:20 31:23 36:12 37:18 50:5 58:25 59:7 60:1,9 95:5 100:13 101:1,25 102:6 109:7,11 190:6 nobody (45) 10:10 13:12 nodding (1) 120:3 noncompliant (1) 176:2 noone (1) 14:9 normal (1) 47:2 note (7) 14:15 53:15 129:16,24 131:19 139:24 167:10 noted (6) 13:9 27:15 33:12 78:5 82:9 96:20 notes (2) 170:3,4 nothing (1) 25:15 notice (4) 93:20,22,24 151:13 notification (3) 34:9 165:23 172:10 notified (3) 31:15 118:3 167:22 notify (3) 32:7 166:16 167:11 notifying (2) 162:22 165:11 notwithstanding (2) 61:7 103:7 november (13) 13:4 16:18,21 35:1,20,25 36:9,15 110:24 139:5,7,13 166:6 nudging (1) 146:11 number (27) 1:25 5:23 6:5 16:7 19:16 20:14 57:20 111:11,14,22 112:12,20 113:8 116:9 120:20 141:22 142:17 145:24 147:6 152:4,10 157:25 168:5 171:9 182:16,20 183:14 numbers (2) 94:10 100:4 numerous (1) 15:5	oclock (8) 100:24 101:10,13,19 105:15,19 188:20,25 oconnor (1) 14:21 october (18) 3:15 11:16 16:12,14 68:16 69:13 70:6,9 80:8 95:2 96:9,25 165:1,10 166:8 177:17 178:24 179:13 offer (5) 47:4,24 48:3 93:7 187:23 offered (2) 47:18 49:9 office (3) 4:1 58:12 146:19 officer (14) 16:13 25:1 44:13 48:21,22 63:12,21 73:22 74:7,12 76:10 87:10 120:11 163:17 officers (20) 3:17 4:25 19:5,5 38:5,13 39:18 46:13 56:17,23,25 58:1 77:5 81:1 87:16,19 89:15 104:22,22 107:3 official (1) 4:14 officially (1) 3:24 often (5) 20:7 26:19 39:9 93:9 94:9 oh (6) 39:11 72:25 75:4 92:25 161:2 174:7 okay (38) 29:6 36:8 39:7,21 48:14 54:16 57:15 71:7 75:6 80:20 82:19 91:16 94:16 96:5 97:17 101:14 102:3 105:1 114:16 117:2 118:21 125:12 130:4 134:21 139:3,15 141:5 150:13 159:18 164:6 165:8 167:8 170:7,20 174:15 175:24 178:5 179:14 old (1) 145:9 older (2) 66:11 83:24 once (4) 15:7 143:15 153:15 155:21 ones (11) 20:3 32:18 38:14 74:12 94:6 97:13 100:5 126:2 137:25 138:17 160:1 onetoone (1) 140:20 onetwo (1) 147:6 ongoing (3) 165:15 169:23,24 online (1) 112:15 onto (11) 48:16 54:8,10 78:23 79:25 83:12 115:21 160:22 170:4,5,5 onwards (2) 74:20 143:2 open (1) 15:11 opening (4) 55:10 145:8 182:21 183:19 operate (2) 27:25 182:22 operating (1) 176:7 operation (2) 183:4,21 operational (10) 71:10 72:4 86:14,15 90:18 123:16,23 124:2,3,7 operations (3) 122:24 123:15 141:1 operatives (1) 78:25 opinion (4) 18:16 165:19 173:5 176:10 opportunity (4) 47:18 50:14 107:22 132:6 opposed (7) 76:22 137:24 146:1 147:11 160:24 161:14 185:3 opposite (1) 14:10 option (2) 163:7 167:18 options (2) 85:13 162:23 order (7) 11:12 15:6 112:19 119:6 133:6 135:19 162:8 orderly (1) 84:12 ordinarily (2) 100:15 127:24 organic (1) 32:17 organically (2) 31:21 32:5 organisation (9) 118:4 122:12 124:14,23 131:24 137:21 146:7 148:14 169:2 organisationally (3) 103:21	111:22,23 organisations (4) 42:11 52:15 107:6 111:15 organise (1) 58:13 organised (1) 111:23 organising (1) 123:8 orientation (2) 52:1 57:2 original (2) 20:1,3 originally (2) 55:20 169:6 others (10) 5:9 15:12 31:19 46:8 76:8,9 100:14 155:19 169:2 181:3 otherwise (2) 95:7 173:16 ought (6) 42:14 48:3 49:8 64:1 65:7 109:21 outcome (5) 64:13 65:4 73:5,10,18 outline (1) 143:5 outlined (1) 129:18 output (2) 41:23 159:1 outreach (3) 107:6,14,21 outside (3) 18:15 52:21 121:9 outstanding (4) 141:21,22 142:17 143:16 over (22) 6:5 7:17 14:1 17:20 18:21 22:24 27:13 28:4 79:14 80:1 84:24 90:25 98:17 107:4 111:21 136:5,25 143:23 145:9 156:23 163:13 169:10 overall (3) 103:3 106:15 129:7 overarching (1) 127:19 overlooked (1) 103:3 overnight (1) 71:4 overseeing (3) 118:25 119:12 129:10 oversight (2) 123:25 124:9 overuse (1) 15:14 overview (2) 53:12 54:5 own (7) 19:16,25 20:4 88:7 92:13 115:13 160:15 owned (2) 3:21 10:19 owner (1) 158:16 ownership (2) 137:19 163:17	P pack (1) 144:7 pages (7) 1:20 6:9 10:18 17:7,10 19:17 93:14 paging (1) 46:3 paid (2) 7:10 10:10 paired (1) 86:15 pairs (1) 58:2 panel (24) 1:11,12 14:15 22:8 23:7 39:8 41:16 43:1 62:17 69:17 90:13 91:17 109:12 117:5 118:16 144:22 146:8 153:22 157:21,22 158:3 187:18 188:7,11 panels (2) 109:3 157:25 paper (9) 27:6,8,11,15 29:8 32:22 55:6,7,11 paragraph (78) 3:3,4,22 4:6 5:3,18 6:11 7:5,22,22 8:17 9:15,21 10:8,15,17,20 11:1,14 12:2,12,13,25 13:19,20,24 14:15,18,20 15:3 16:2,2,3,11 17:1,10 18:8,21,25 19:21 20:11,25 21:8,10,23 24:24 27:22 28:16 32:22 37:21 51:12 60:14 61:20 64:5 69:2 71:15 72:19 73:2 77:18,25 78:13 86:20 87:4 88:16 99:18 102:24 118:22 119:8,20 122:23 128:7 129:14,22 150:14 173:22 178:9,25 179:8 paragraphs (10) 6:8 7:15 17:6 18:22 19:17,19 20:25 71:18 114:11,14 paraphrase (1) 90:16 parkes (2) 140:1,4	part (24) 9:25 19:4 25:18 26:21 33:9 51:8 54:22 62:3 66:3 68:7 83:4 95:14 96:14 97:9 112:3 118:19 121:13 143:19 146:20 150:9 169:6 175:4 179:4 180:19 partially (1) 182:22 participation (2) 43:9,10 particular (48) 2:19 4:13 12:17 16:6 19:19 27:25 28:19 29:14,15 30:3 38:21 41:1 42:13 43:11 44:24 46:19 48:3 57:11 58:26 61:16 62:11 67:6 69:6 80:23 88:11,12 106:3 107:16 113:3 114:10 115:9 122:23 123:1,19 126:15 127:23 128:7 134:18 138:22 141:19 152:17 155:12 160:20,25,25 166:21 172:10 185:8 particularly (13) 6:18 10:7 28:24 64:19 67:3 87:13 106:8 107:13 108:7 110:17 122:9 128:15 131:21 partner (1) 111:25 parts (5) 25:8 118:4 124:23 131:23 145:10 party (3) 112:22 176:14 177:3 pass (1) 20:6 passed (3) 63:23 105:18 159:10 paul (4) 12:6 170:8,23 171:22 pause (27) 23:6 59:19 66:25 68:1 71:19 101:18 114:15 127:14 130:9 133:7 157:2 159:17 163:23 164:5 165:7 167:1,3,5 170:13,17,19 174:10 175:3,6,8 177:21 186:13 pay (2) 15:19 18:20 peep (7) 47:22 57:24 58:9,18 67:3,7 74:9 peeps (6) 48:11 49:8,11,18 88:3 105:25 pemberton (4) 137:14 138:23 150:22 158:18 pen (1) 45:17 pending (1) 157:15 penultimate (1) 98:10 people (44) 13:15 15:6 30:7 31:20 32:19 34:4,14,17 42:5 45:10,13,23 46:14 47:12 48:6 56:11 57:13 58:1 60:11,16,21 62:19 64:2,4 72:10 74:17 76:18 77:6 81:7 84:23 85:24 86:5 88:17 90:24 94:12,14 95:19 101:5 103:4 108:13,14 137:5 139:1 155:15 per (3) 91:18,21,21 performance (14) 35:22 57:4 74:11 76:10 90:24 123:6 125:5 126:6,10 139:2 154:9 155:15 169:22 183:1 performed (1) 117:15 perhaps (3) 23:1 59:1 174:13 period (17) 9:3 10:3 15:22 53:14 64:17,21 69:20 136:25 146:10 151:22,22 163:13 168:19 169:11 172:9,12 185:14 periods (1) 183:7 persisted (1) 99:13 person (15) 1:7 20:19 29:10,17 46:24 62:21 66:16,17 75:25 76:3,4 103:19 108:23 112:15 133:8 personal (10) 7:1 22:1 47:19 135:14 160:16 161:20,20 162:10,21 185:6 perspective (9) 46:5 58:16	89:22 93:19 146:24 149:16 152:19 161:20,22 peter (6) 4:11 9:7,13,18 144:4,9 phase (14) 1:20 2:16,23 3:2 5:25 6:9 10:6 14:18 15:1 17:6,8 19:18 22:7,9 philip (1) 94:23 phone (4) 76:17 100:3 105:13 107:5 phrase (8) 45:17,20 72:25 75:11,13 137:11 146:5 180:3 phrases (1) 43:3 physical (3) 46:25 50:20 54:12 physically (2) 45:15 74:23 pick (2) 7:22 18:25 picked (2) 91:11,13 piece (3) 43:5 55:11 68:19 pieces (6) 25:13 52:22 77:4 82:13 100:5 107:24 pin (1) 63:1 pipe (5) 17:4,16,21,23 18:7 place (19) 8:22 28:3 29:5 30:20 55:14 69:7 72:12 77:15,16 106:23 116:16 117:7 118:9 119:10,19 148:6 149:24 155:3 163:20 places (1) 99:6 plan (1) 47:20 planned (10) 62:4 121:2 128:15 129:10 131:1,8 142:21 146:21 150:7 169:23 planning (2) 83:20 181:12 plans (5) 96:2 134:6,13 139:18 185:6 please (40) 1:18,21 2:4 3:2,12,22 4:6 5:3,12 7:21 8:17,25 10:7,14 11:14 12:24 15:2 16:4 17:8 18:9 19:20 20:24 23:23 42:16 53:15 59:11,18 83:8 101:16 108:24 109:22 110:12 132:20 142:9 156:22 157:3 167:4 170:14 175:7 186:12 plug (1) 39:17 pm (9) 101:22,24 109:25 110:12 157:6,8 186:17,19 189:2 pointed (1) 130:11 points (2) 130:25 169:1 police (1) 180:13 policies (19) 28:6,24 29:2,22 30:1,2,2 31:1 32:6,8,14,24 33:1,2 34:9 88:10 105:5 128:25 129:8 131:20 policing (1) 180:14 policy (111) 5:17,20 25:1,2,3,14,21 27:25 29:11,25 30:11 31:2,10,11,15 36:19 60:10,12,15,16,17,19,19,20,21 61:10,18,22 62:2,2,12,15,16,19,23 63:7 65:6,9 66:1,3,18 67:11,12 68:7 69:12,18 70:3,11,15 71:22 72:5,8,9,15,19 74:11,14 75:24 76:10 82:21 83:4 84:23 85:1,3,10,25 86:3,5,16,22 87:10 88:17,18,21,24 89:6,13,24 90:6,14,16 99:14 117:13 118:8,11,12 122:16 124:13,20,21 125:5 126:5,22 127:9,10,17,19,23 128:1,9 129:24 129:4,6,25 130:3,21 131:5,18 132:12,25 133:4 policyprocedures (1) 126:16 polysafe (1) 60:11 pompous (1) 45:17 poor (1) 7:12
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<p>population (2) 42:9 108:9</p> <p>portuguese (1) 93:3</p> <p>position (3) 66:19 125:4 169:3</p> <p>possible (11) 38:20 39:20 81:6 83:23 87:25 88:1 93:4 96:21 130:2 182:9 184:7</p> <p>possibly (13) 10:2 14:23 33:25 37:8 41:23 51:11,15 52:2 57:4 76:14 85:17 92:22 96:1</p> <p>post (5) 76:11 151:21 152:6 153:16 180:9</p> <p>posted (1) 58:15</p> <p>posting (1) 72:14</p> <p>potential (9) 37:2 38:16 82:6 87:3,19 148:18,21 167:22 176:9</p> <p>potentially (9) 50:24 51:16,17 81:2 85:16 107:4 135:18,21 148:6</p> <p>powerpoint (1) 26:14</p> <p>pr (1) 21:12</p> <p>practicable (1) 96:23</p> <p>practical (6) 46:4,5 85:8 87:15 89:14 149:17</p> <p>practice (12) 66:4,8 67:8 70:4,12 74:19 83:15 90:18 100:16 114:1,6 132:15</p> <p>preceding (1) 68:18</p> <p>precise (1) 65:5</p> <p>preconstruction (7) 180:2,20 181:11 184:15,22 187:5,14</p> <p>predicated (1) 158:17</p> <p>predominantly (1) 25:17</p> <p>prefer (1) 50:22</p> <p>preparation (2) 22:14 87:7</p> <p>prepare (1) 26:17</p> <p>prepared (10) 18:19 36:9,15 45:8 62:3 100:13 101:3 134:8 181:19 185:12</p> <p>preparing (1) 33:22</p> <p>present (4) 35:17 100:17 136:4 179:5</p> <p>presentation (2) 26:14,17</p> <p>presented (1) 27:11</p> <p>presenting (1) 74:8</p> <p>pressed (1) 15:10</p> <p>presumably (8) 38:19 41:17 58:5 69:19 70:11 123:25 126:20 146:13</p> <p>presume (2) 127:18 144:4</p> <p>presumed (1) 173:14</p> <p>presuming (1) 162:13</p> <p>presumption (7) 168:8,9,22 174:11 175:23 176:2,4</p> <p>pretty (4) 90:2 92:7 107:9,23</p> <p>preventative (8) 128:15 129:10,21 130:7 131:1,8 142:21 169:24</p> <p>preventing (1) 149:8</p> <p>prevention (1) 123:3</p> <p>previous (4) 28:16 48:19 69:15 92:18</p> <p>previously (1) 15:18</p> <p>primarily (2) 144:16 153:7</p> <p>primary (1) 52:19</p> <p>principal (1) 166:14</p> <p>principles (1) 70:16</p> <p>print (1) 93:5</p> <p>prior (7) 111:15 117:16 148:14 150:21 160:1 161:9 164:12</p> <p>priority (7) 69:22 134:23 135:2 139:20 140:16 161:18,23</p> <p>private (2) 163:4 167:17</p> <p>proactive (3) 34:8 120:17 153:17</p> <p>proactively (1) 153:15</p> <p>probably (30) 26:3 30:10 37:9 38:23 39:11 46:15 51:15 56:5 57:1,7 58:14,14 59:2 66:7 67:18 69:6,9 76:10,18 79:13 82:8,8 84:6 85:19 87:9 89:15 93:12</p>	<p>131:15 145:1 167:6</p> <p>problem (7) 4:9 8:7 17:23 20:8,13,16 150:3</p> <p>problems (6) 85:24 97:10 98:24 99:12 105:10 144:24</p> <p>procedure (32) 4:7,11,15,18 5:1,7,11 31:15 36:19 66:4,8 86:11,12,21 87:7,12,22 88:5 89:7,12,14,24 128:24 129:16,20,24 130:3,4,7,22 131:18 133:4</p> <p>procedures (15) 28:7,24 29:22 30:22 32:8,24 88:10 117:7,8,9,10,12 118:9 128:25 139:22</p> <p>proceedings (2) 11:23 101:6</p> <p>process (40) 4:5,14 21:19 22:5 26:21 31:11 32:25 34:8 44:1,12,22 48:7 54:22,24 62:3 64:24 66:23 67:3,7 70:21 74:22 83:11,25 84:20 85:19 90:4 96:15 99:9 106:11 115:18 118:13,18,20 137:20 143:20 146:22 148:25 149:13 158:14 165:19</p> <p>processes (7) 34:19 44:20 51:9 53:14 82:15 89:11 144:12</p> <p>processpolity (1) 98:20</p> <p>procure (1) 115:1</p> <p>procured (3) 117:17,20 148:20</p> <p>produced (5) 52:10 69:12 77:3 78:2 80:22</p> <p>production (1) 78:1</p> <p>professional (8) 112:13 180:3,20 181:11 184:15,22 187:6,14</p> <p>profile (2) 52:13 105:2</p> <p>profiling (6) 49:25 50:6,12 51:24 52:18 96:17</p> <p>programme (39) 11:6 44:19 100:4 119:1,2,5,10,12,19,21,22 150:16,17,25 151:10,16,18 152:8,18,21,24 153:24,25 154:5,10 155:8 156:1 158:7,10,16,22 159:1 160:5,7 161:8 166:16 167:10 169:7 176:20</p> <p>progress (3) 141:20 150:5 152:7</p> <p>progressed (3) 119:3 139:19 141:24</p> <p>progression (1) 115:25</p> <p>project (19) 11:4 17:13 50:11 97:2 103:18,24 147:2 150:24 151:5,17,23 152:12,18 154:9,12 156:1 184:19 185:1 187:2</p> <p>projects (1) 179:5</p> <p>projectspecific (1) 97:12</p> <p>promoting (2) 163:7 167:15</p> <p>prompt (4) 49:7 62:11 74:6 156:7</p> <p>prompted (5) 85:23 87:15 107:17 182:14 184:9</p> <p>proof (1) 17:18</p> <p>proper (3) 98:22,25 165:23</p> <p>properly (1) 108:17</p> <p>properties (2) 114:20 116:3</p> <p>property (5) 1:16 44:15,18 102:8 114:24</p> <p>proposal (2) 94:24 143:17</p> <p>proposals (3) 50:5 140:23 179:16</p> <p>propose (2) 2:23 22:6</p> <p>proposed (1) 180:6</p> <p>proposition (1) 144:14</p> <p>prosecuted (1) 10:25</p> <p>prosecution (1) 135:21</p> <p>prospective (1) 104:14</p> <p>protected (3) 37:3 38:21 41:18</p>	<p>protection (9) 64:15 65:6,9 124:20 126:18 127:24 128:10 132:4 157:19</p> <p>protective (1) 28:12</p> <p>provide (17) 11:22 12:7,15 16:15 26:19 33:12,15 40:9 90:1 93:4 94:24 97:9 117:23 123:11 132:21 183:7 187:20</p> <p>provided (24) 2:1 5:16 8:1 12:18 22:8,18 24:4 26:11 36:23 46:23 75:19 81:9,25 86:24 87:18 89:23 96:25 108:4 146:20 150:20 173:2,3 181:24 182:10</p> <p>provider (1) 122:13</p> <p>provides (1) 2:21</p> <p>providing (5) 25:19 150:23 151:9 162:4 184:11</p> <p>provision (2) 105:25 184:13</p> <p>provisions (2) 97:19 113:18</p> <p>prudent (1) 132:14</p> <p>public (7) 35:3,4,11,15,21 181:5,6</p> <p>publication (1) 49:15</p> <p>publicise (3) 85:22,23 89:13</p> <p>publicising (3) 84:25 85:10 89:11</p> <p>published (4) 92:13 113:2,5,9</p> <p>pull (1) 78:23</p> <p>pulled (1) 44:2</p> <p>purpose (7) 28:14 53:23 67:6 129:15,16,20 173:25</p> <p>purposebuilt (1) 113:4</p> <p>purposes (5) 31:24 52:18 66:1 171:18 180:23</p> <p>pursued (2) 167:18 173:17</p> <p>push (1) 61:1</p> <p>pushed (4) 21:15 54:17 71:4,5</p> <p>putting (6) 45:22 55:3 85:8 104:19 146:6 149:24</p>	<p>Q</p> <p>q (556) 23:19 24:2,7,15,19,23 25:20 26:1,7,9,19,24 27:2,4,18 28:14,23 29:6,12,15,20 30:2,7,16,20 31:5,14,23 32:1,3,11,22 33:4,18,21 34:7,19,23 35:9,13,17,25 36:6,8,14,19,22,25 37:5,10,14,17 38:4,16,19,25 39:5,7,13,21,23 40:6,22 41:1,5,15 42:16,21,24 43:1,20,22 44:4,24 45:7,17,21 46:4,8,11,18 47:17,22,24 48:2,9,11,14,18,21,24 49:7,15,20 50:5 51:1,6,11,24 52:4,11,18,24 53:1,3,23 54:2,4,10,16,19,23 55:2,9,15,19,22 56:6,9,13,19,22 57:8,11,15,19 58:4,8,16,20 60:23,25 61:4,7,9,18,20 62:2,7,10,14 63:3,15,18,21,25 65:5,13 66:4,8,12,20 67:2,6,10,14,22 68:11,22 69:1,15,24 70:2,5,8,18 71:7,15,21,24 72:4,8,14,19 73:2,9,15,21 74:6,11,19,22 75:1,8,11,15,19 76:6,9,13,21,25 77:2,9,14,17 78:12 79:4,18 80:4,20 81:4,7,16,20,22,24 82:3,6,10,19 83:18,24 84:2,5,8,12,15,21 85:3,7,10,23 86:2,10,18 87:14,21,25 88:2,11,15 89:7,11,19,22</p>	<p>90:3,8,12,16,21 91:6,10,14,16,21 92:1,10,16,21,24 93:2,9,14,16,19 94:4,7,16 95:18 96:5,11 97:4,7,9,15,17,23 98:3,10 99:9,11,16,25 100:9 102:11,14,17,19,23 103:7,10,13 104:6,6,11 105:1,21 106:3,13,19,23 107:16 108:2 109:1,5 110:14 111:7,9,12,17 112:5,16,25 113:11,16,20,25 114:8,17,22 115:1,5,9,12,16 116:1,10,15,20,22,24 117:2,10,19 118:6,14,21 119:24 120:5,15,22 121:2,4,7,9,14,18,20,23 122:5,7,14,22 123:19,22,25 124:3,5,9,17,22,24 125:7,10 126:4,12,14,22 127:1,3,5,22 128:3,6,14,21,25 129:4,9,14 130:1,3,5,13,17,20 131:4,11,18,25 132:3,10,14,17,21 133:3,10,15,18,24 134:4,12,21 135:1,7,11,16,21,23 136:1,17 137:2,10,13,15,23 138:4,24 139:3,11,15 140:9,14,22 141:5,17 142:5,10,13,23 143:1,6,11,22 144:5,11,19,22 145:4,14,20 146:3,10 147:8,14,18,20 148:7 149:3,7,14,25 150:10,14 151:1,3,5,8,17,20,24 152:2,6,15,22 153:5,9,15,22 154:5,8,16,18,24 155:1,5,7,10,24 156:4,7 158:5,12,19 159:3,19,24 160:3,24 161:3,16,22 162:4,16,25 163:3,16 164:1,3,7,13,20,22 165:1,9,20 166:6 167:6,9,15,21 168:4,12,20 169:4,12 170:7,21 171:2,14,18,21,25 172:13,17,21 173:8,17,20 174:8,15,21,24 175:2,14,17,23 176:3,17 177:5,13 178:1,4,6,17,19 179:13,20,25 180:7,10,16,23 181:1,8,17 182:11 183:2,6,20 184:1,18 185:4 187:11</p> <p>quality (3) 41:7 82:14 123:3</p> <p>quarterly (1) 131:2</p> <p>queries (1) 158:19</p> <p>question (40) 5:15 9:11 13:16,20 14:4,16 21:23 32:1 46:23 47:6 48:9 53:18,23 55:2 58:10 62:18 73:9,12 83:21,24 89:7 91:22 92:18 99:17,22 105:16 117:10 121:19 130:20,20 133:2 140:15 142:12 155:1 164:7 168:12 175:2,15 183:20 185:9</p> <p>questionnaire (11) 44:15,18,24 45:2,4,9 47:25 48:4,12 52:3 53:20 48:16,25</p> <p>questionnaires (3) 48:16,25 49:16</p> <p>questions (23) 2:2 21:3 22:10 33:15,21 24:20 45:12 46:6,17,19,21 47:8 52:3 64:15 65:2 83:6</p>	<p>100:14 101:3,11 102:1 110:10 111:2 167:7 181:18,19 183:17 185:13,15 186:21,24 187:16 190:8,12</p> <p>quick (1) 156:4</p> <p>quite (9) 25:17 40:17 41:25 56:15 93:12 106:8 117:14 144:17 155:20</p> <p>quotation (1) 14:14</p>	<p>R</p> <p>raise (6) 4:9 34:7 58:10 95:6 136:13 140:1 37:15 50:22 58:21 89:17 86:6,8 120:13 147:14 166:13 181:21</p> <p>ramp (1) 145:24</p> <p>ran (1) 16:1</p> <p>range (6) 25:9 40:20 50:18,24 69:20 107:22</p> <p>rare (1) 9:18</p> <p>rather (15) 5:1 31:13 32:20 125:7,10 126:4,12,14,22 99:2,6 120:17 125:18 136:18 137:7 151:3 161:12</p> <p>rbk00045171 (1) 102:15</p> <p>rbk0004517114 (1) 102:24</p> <p>rbkc (21) 4:25 5:5 6:21 7:1 8:20 18:23 19:3,5 20:9 78:22 104:8 121:4 160:12 176:13 177:2 178:12 181:1,7,10 184:14,23</p> <p>reached (3) 179:15,20,21</p> <p>reaching (2) 169:3 171:9</p> <p>reaction (2) 167:13 168:24</p> <p>reactive (3) 120:17 129:20 130:7</p> <p>read (27) 1:9 2:12 19:18 21:11 22:6 24:13 71:18 105:13 106:17,21 107:12 108:8,10,15,17,24 113:12,15 127:7 129:5 141:11 159:15 165:4 174:20,21 178:3 190:3</p> <p>reading (7) 1:4,8 108:13 114:13 167:14 168:2,7</p> <p>ready (3) 60:3,4 157:9</p> <p>real (2) 20:8 21:13</p> <p>realised (1) 17:22</p> <p>realistic (1) 145:5</p> <p>really (21) 25:7,18 29:13 31:12 43:6,6 46:1,6 51:7 54:14 62:23 63:1 64:16 67:16 72:23 76:16 82:23 94:6 95:25 105:16 164:7</p> <p>reason (15) 3:9 5:10 46:2 47:15,24 72:7 73:20 75:24 85:5 86:3 126:4 142:6 161:17,22 162:11</p> <p>reasonable (3) 74:18 96:22 145:17</p> <p>reasonably (2) 42:9 96:23</p> <p>reasons (2) 146:3 165:13</p> <p>recall (91) 3:19 15:18 35:8,24,25 48:8,13 60:15 61:16,18 67:9,20 69:25 71:3 74:10 77:13,14 78:18 80:18 81:11 85:5 86:1,8 87:9,21 89:1,5,22 90:7 91:24 95:9,12 97:12,14,15 100:9,11 105:12 111:20 112:7,8,20,21 113:6,7,14,19,22 114:3 117:17,21 121:11 126:7 133:1,9 135:5 136:16 137:3,12 140:18,20 141:2,3 143:1,4,12 144:3 147:22,23 152:4,19 154:20 155:9 156:6 157:23 158:23 162:13 164:25 165:18 167:20 168:24 169:1 172:25 173:5 175:9 176:12,15 177:22 181:11 183:13 184:22</p> <p>recalled (1) 61:21</p>	<p>receive (12) 26:1,25 27:2 47:15 74:23 93:9 94:9 101:19 104:7 112:5,17 113:20</p> <p>received (12) 11:17 12:5 16:23 34:8 67:14 94:7 141:11,13 152:9,10 155:10 158:17</p> <p>receiving (3) 104:12,15 166:7</p> <p>recent (1) 11:8</p> <p>recently (2) 24:13 148:20</p> <p>recipients (1) 19:8</p> <p>recognise (3) 75:13 145:5 164:14</p> <p>recognised (2) 3:24 176:8</p> <p>recognising (1) 137:19</p> <p>recognition (2) 148:9 149:23</p> <p>recollection (14) 37:10 80:10 128:17,23 131:20 133:24 134:2,9 141:12 150:19 160:14 162:19 166:1 172:7</p> <p>recommendation (3) 103:5,7 165:22</p> <p>recommendations (1) 115:20</p> <p>recommended (1) 149:17</p> <p>recommends (1) 87:5</p> <p>record (14) 1:9 2:12,14 53:25 69:9 81:1,10 96:12 106:11 110:12,19,22 170:1 190:4</p> <p>recorded (13) 13:14 44:1,2 54:19 55:14 56:10,19 72:5 75:16 96:15,22 106:5 170:2</p> <p>recording (2) 54:5 68:12</p> <p>records (1) 78:6</p> <p>recovered (1) 64:21</p> <p>red (1) 134:24</p> <p>redrafted (1) 65:11</p> <p>reduce (4) 28:3 33:18 82:10 174:3</p> <p>reduction (1) 149:19</p> <p>reeducated (1) 137:1</p> <p>reeducation (1) 137:10</p> <p>reels (1) 13:9</p> <p>refer (15) 4:17 20:21 24:7 38:25 53:19 58:8 74:7 85:10 88:16 90:5 99:20 110:23,25 118:11 127:16</p> <p>reference (21) 5:20 11:5 53:19 56:2 68:2 72:19 88:2 127:21,25 128:15 129:4,5 130:13,21,25 131:15 132:11 133:19,23 156:5 182:16</p> <p>referenced (3) 131:11,14 169:11</p> <p>referral (1) 47:4</p> <p>referrals (1) 49:17</p> <p>referred (11) 14:18 15:13 47:19 51:12 54:5 57:23 58:17 88:19 104:6 129:25 150:15</p> <p>referring (5) 13:12 45:5 92:18 138:18 144:4</p> <p>refers (5) 2:16 4:4 7:23 32:23 63:7</p> <p>reflect (2) 66:4 182:3</p> <p>reflected (1) 70:11</p> <p>reflection (1) 177:8</p> <p>reflexively (1) 77:7</p> <p>reform (2) 112:18 119:5</p> <p>refresh (8) 66:24 67:25 71:17 102:15 114:13 130:17 159:16 166:25</p> <p>refresher (2) 112:8 155:18</p> <p>refurbishing (1) 187:8</p> <p>refurbishment (11) 15:15 21:7 22:1 94:22 96:20 97:1,11 169:7 184:19 185:1 187:2</p> <p>refused (3) 3:21 17:25 18:11</p> <p>regard (4) 13:5 105:4 161:16 179:1</p> <p>regarding (20) 11:5,17 12:9</p>	<p>19:2 35:15 49:2 54:20 63:10 70:5 73:23 81:10 104:7 106:5 128:14 132:18 157:18 158:21 166:2 177:23 187:3</p> <p>regardless (1) 153:20</p> <p>regards (1) 20:4</p> <p>regen (1) 104:17</p> <p>regeneration (17) 4:12 17:13 119:18 121:11 123:8 124:25 125:6 126:8 131:21 136:21 137:25 138:14 140:25 141:7 142:8 148:18 151:15</p> <p>regenerations (1) 142:19</p> <p>regime (4) 130:14,23 131:8,9</p> <p>regimes (2) 132:19 146:21</p> <p>regs (2) 160:9 185:2</p> <p>regular (8) 13:7,22,25 14:3 39:1,3,19 104:4</p> <p>regularise (1) 168:15</p> <p>regularity (2) 132:18,23</p> <p>regularly (1) 32:7</p> <p>regulations (8) 11:21 95:15 160:5 161:6 166:18 168:6,23 181:25</p> <p>regularity (2) 165:25 176:6</p> <p>regulatory (5) 112:18 119:5 155:13 162:18 180:16</p> <p>related (11) 6:1 25:9,24 26:4 43:23,25 45:11 68:7 88:8 122:9 131:21</p> <p>relates (3) 6:3 99:17 119:17</p> <p>relating (7) 59:12 98:22 110:18 112:10 156:23 174:2 178:20</p> <p>relation (68) 10:11,12 19:16 30:21 35:13 36:23 37:11,19 39:9 41:18 48:12 49:13 51:5 65:8 66:5 78:16,21 79:25 81:22 87:7 89:23 90:6 97:10,15 100:15 102:7 105:24 111:25 112:23 113:2,22 115:6,13 117:14 121:19,20 124:10 128:21 129:11 131:20 144:1 145:1 147:4 149:17,25 153:24,25 154:19 155:1,11 157:19 160:20 162:19 167:9,14,21 168:25 172:10 173:1,24 174:22 180:1</p>
---	--	---	---	--	---	---	---	--

82:7,9,17 83:20 84:15 85:11 87:10,11,24 89:25 90:10,15 91:11,17 93:11 94:6,7 95:13,17,20,21,21 98:25 99:10,11 102:10,13,22 103:16,20 104:1 107:24 108:11 112:21 131:18 133:24 136:17 137:10 138:2,6 140:11,22 143:23 147:14,16 148:16 149:3,6 152:2 154:24 155:2,15 158:19 164:22 167:13 169:4 170:23 171:6,7 172:24 178:11 180:14 181:9 184:9 185:4 remembered (1) 46:10 remind (3) 125:3 132:3 138:24 reminded (1) 162:17 reminders (1) 31:8 reminding (1) 85:21 remit (3) 116:6 119:22 121:9 remove (2) 28:3 64:23 removed (1) 99:11 render (1) 161:23 renewals (1) 96:17 repair (3) 9:8,14 171:12 repaired (1) 157:22 repairs (15) 121:7,13 123:8 128:19 138:15 141:7 142:8,19,21,23 143:25 144:1 145:10 166:23 171:11 repeat (3) 22:11 23:23 132:20 repeatedly (1) 4:21 rephrase (1) 23:23 replaces (3) 10:24 172:18 176:22 replaced (12) 9:7 15:14,18,20 103:22 159:21,23 161:4 172:15 173:10,11 177:10 replacement (19) 9:17 11:5 150:12,16 151:10 153:24 157:23 158:3,7,10 160:5 163:5 164:9 166:15 167:10 173:15 176:5,11,20 replacing (1) 11:12 replies (1) 4:18 reply (2) 20:6 178:13 report (17) 7:8,10,11,24,25 12:16 13:14 48:23 50:5 53:13 129:17,22 130:12 136:5 151:6 153:15,23 182:22 44:11 47:17 120:20 151:20,24 152:23 171:3 reporting (1) 53:14 reports (3) 115:6 116:17,20 represent (2) 21:6 66:8 request (8) 12:19 14:6,8,23 93:2,17 94:4 155:17 requested (2) 4:21 93:11 requests (12) 17:25 91:7,8,18 93:7,9 94:8,10 106:13,15 108:2 158:19 require (7) 37:1 65:18 94:15 153:15 173:14 180:11 187:21 required (18) 11:22 29:22 31:7 33:13 36:20 50:17 73:7,25 100:20 101:20 123:22 131:9 145:9 153:11 159:20 172:8 184:7 186:2 requirement (3) 30:4 162:23 172:8 requirements (24) 74:14 89:24 96:14 112:1,18,23 117:13,23 118:13 121:16,21,22,23 124:13 126:7 154:21 160:4 165:12 166:3,5 168:10 180:16 184:24 187:10 requires (2) 11:10 157:22	reservations (1) 19:7 resident (31) 14:5 21:2 25:12 37:25 38:7 42:18 43:23 44:5,7 46:15,22 50:19 57:21 58:17 64:9 65:25 74:24 77:22 79:20,22 80:23 85:18 87:4 96:16 98:13,23 104:20 105:2 123:1,19 124:10 residential (1) 184:12 residents (87) 6:6,17,25 16:1 18:3,12 20:15 21:5,6,14,23 25:4,22,25 28:22 37:2,3,23 38:2,10,15,20 40:11 41:18 43:9,10,12,18 47:8,11,17 49:2,9,9,12 50:21 54:21 55:4 60:10,11,20 62:24 63:8,11 66:6 70:5,20 73:4,23 75:20,24 77:12 78:17 81:1 86:10,12,21,22 88:12 92:3,14 93:21,25 96:19 99:23 100:2,4,10 105:7 106:5,17,20,24 108:3,19,23 135:13 161:24 162:1 167:25 169:9 170:25 181:4,21 182:6 184:2,19 residing (1) 44:17 resistance (1) 12:7 resolution (1) 169:3 resolve (1) 149:12 resolved (3) 120:12,14 137:20 resolves (1) 137:21 resolving (2) 143:17 145:2 respect (9) 104:13 112:14 114:5 118:10 145:14 149:15 171:17,18 181:22 respective (2) 119:3 179:5 respectively (1) 17:7 respects (1) 172:22 respond (5) 174:5,19,21,25 178:19 responded (2) 170:8 178:19 responding (5) 2:2 93:6 174:24 180:18,24 response (21) 9:5 13:24 16:14,23 20:4,18 21:22 54:1 67:20 83:10 84:21 162:25 170:11 174:4 175:10,13,17 178:1,15 180:23 183:14 responses (2) 67:14 182:9 responsibilities (3) 117:4 120:24 124:10 responsibility (25) 6:21 10:2 11:20 63:22 84:18 105:21 106:1 114:18 117:6 118:4 119:6,24 120:8 121:14 122:24 123:19 135:23 136:12,15,24 150:17 151:3 165:21 178:11 181:7 responsible (24) 29:17 45:22 48:15 68:17,23 84:12,14 93:6 114:19 115:9 116:4,12,15 119:9 120:24 122:25 124:19 129:9 131:25 132:1 133:3,8 134:1 181:1 responsive (4) 121:7,12 128:19 142:20 rest (2) 159:25 178:10 restricted (2) 57:3 184:20 restriction (1) 164:25 restrictive (1) 106:9 result (5) 8:8 48:24 65:21 95:7 118:7 resulted (1) 6:4 resume (4) 59:9 109:22 186:7 188:18 retire (1) 23:2 return (1) 134:5 returns (1) 42:3 review (10) 4:23,24 16:16 28:7 32:24 35:9 70:24 79:24 126:16 178:13 reviewed (5) 33:1 88:2	115:19 158:9 183:9 reviewing (4) 83:4 115:9 143:9 171:21 revise (1) 62:12 revised (2) 65:6 105:12 rge (9) 157:24,25 171:2,10,25 172:6,8 183:2,10 rges (1) 182:25 ricki (3) 141:16 171:8 183:16 righthand (5) 61:13 64:3 69:4 79:23 80:5 rightly (1) 58:3 rights (1) 74:16 rise (1) 81:17 riser (2) 13:8 183:18 risk (39) 6:23 11:8 12:23 13:2,3,6,21,22 14:3,6,11,17 81:17 82:3,5,6,10 114:22 115:2 116:3,5,10 117:7,8,10,12,14,24 118:2,10,15,18 119:1 135:12,15 141:19 145:15,18,20 risks (3) 18:1 114:20 137:8 road (1) 181:6 roads (1) 181:2 roadshows (2) 108:20,22 robert (4) 4:13 8:12 16:25 99:7 role (21) 24:21,25 25:2,17,18 26:2 110:17,17 111:15 114:9,22 119:4,17 120:17 123:4 126:5 137:7,19 138:24 155:21 156:1 roles (4) 3:16 111:9,12,14 rolling (1) 44:19 room (3) 59:14 101:6 186:9 rough (1) 91:17 roughly (2) 65:16 91:3 round (1) 69:15 route (4) 98:22,25 106:7 180:22 routes (3) 179:6,10,17 routine (4) 130:14,23 131:9 132:23 routinely (2) 32:7 67:10 row (1) 53:8 royal (1) 165:16 rro (3) 112:23,23 155:17 run (1) 64:15 running (2) 1:24 20:14 runs (1) 1:20 runup (1) 152:10 russell (3) 150:20 152:11 158:18 rydon (4) 15:15 19:25 179:21,23	116:7 117:16,16 118:1,3 119:6,7,23 120:12,19,21,25 121:2,4,7,16,25 122:10,10,15 123:1,2,2,2,3,4,6,9,10,12,17,20 124:8,11,13,25 126:9 127:10,17,17,19,22,25 132:11,12 133:5,20,21,25 134:1 135:19,24 136:5,9,14,24,25 137:6,6,8,23,25 138:1,5,7,8,11,15,17,20,21 139:5,8 141:4,7 143:20 147:15 149:5 150:25 152:20 155:11,12,25 156:4 158:9,16,21 161:16,22 166:18,19 169:5,14 176:18 179:1,4 181:22 182:4,12 sake (1) 90:12 salvus (1) 117:19 sam (1) 80:14 samantha (1) 80:8 same (17) 7:6,13 8:17,25 12:24 19:20 20:4 25:7 32:25 50:14 60:23 61:7 68:14 71:13 89:12 161:21 162:3 sams (4) 141:16 171:8 183:16,21 sanctuary (1) 111:5 sat (3) 103:20 116:6 144:16 satisfaction (2) 120:13 146:21 satisfied (4) 118:7 119:19 182:11,24 satisfy (3) 127:12 168:11 179:9 saved (2) 30:24 54:11 saw (4) 6:19 57:19 72:25 152:19 sayeda (1) 1:15 saying (19) 16:21 18:9 31:9 45:24,25 46:5 47:10 56:4 83:3 92:5 99:8 103:10 119:11,14 121:24 145:4 158:15 172:6 174:4 scan (2) 54:12,13 scared (1) 6:25 schedule (2) 131:2 134:18 scope (6) 6:1 51:7 114:17 116:20 122:23 152:7 screen (6) 1:19 7:23 9:12 24:8 75:23 166:9 screenshot (2) 80:9 86:14 screenshots (1) 79:19 scroll (6) 16:4 55:23 163:22,24 170:14 177:18 scrolling (2) 167:2 179:11 se (1) 184:7 seals (1) 8:4 search (1) 55:13 second (21) 24:9 37:20 38:25 53:23 60:13 61:20 77:17,18,19 78:7 88:15 99:19 110:24,25 118:22 119:14 128:6 136:6 173:22 184:5 188:7 secondly (2) 101:5 166:16 secretary (1) 3:19 section (10) 19:19 46:20 63:13 69:6 74:1 87:14 98:10 170:18 175:7 184:1 sections (2) 87:12 91:2 sector (7) 35:3,11,15,21 42:11 111:4 114:5 secure (1) 176:10 see (66) 1:22 2:6 9:4 12:3,25 13:18 18:25 21:22 27:14,20 33:8 34:25 35:18 40:19 46:19 47:3 49:24 53:7,11 55:24,25 56:5 61:12 66:23 68:15 69:3 71:9,16 72:7 74:4 75:18 79:22 80:5,14 82:25 83:3 85:5 86:14 89:17 91:1	92:22 95:1,3 96:7 98:14,18 101:10 102:2 103:8 121:23 122:16 125:2 126:15,17 127:5 134:12 159:13 162:12 163:21 166:8,10 170:10 177:18 179:11 184:5 186:20 seeing (7) 36:22 37:11 58:17 113:6 135:5 156:7 159:25 seek (2) 18:15 35:21 seeking (1) 118:17 seem (3) 47:7 49:4 119:11 seemed (1) 154:11 seems (1) 74:18 seen (8) 5:19 8:13 13:6 36:11,14 58:21 102:17 129:3 seep (1) 8:5 selfclosing (1) 10:10 selfinitiated (1) 112:13 seminars (1) 112:12 send (1) 164:17 sending (3) 19:7 31:8 108:10 senior (8) 30:13 35:2 57:5 88:18 89:3 90:4,11 163:17 sense (5) 10:1 45:19 131:5 153:17 176:19 sensitive (2) 57:2 174:12 sensitivity (1) 149:16 sent (22) 11:6 14:1,21 30:23 33:24 63:17 84:10 105:10,12 108:12 159:9 162:25 163:2 170:22 171:2 173:21 174:3,24 175:17 183:8,9,23 sentence (4) 52:19 77:19 86:4 130:10 separate (13) 27:5 33:4 37:18 49:20 58:23 82:20 88:7 90:21 96:6 121:10 159:3 172:25 177:14 september (9) 8:12 15:13 27:6 163:18,20 164:16 171:3,25 183:3 serious (2) 4:19 9:20 seriously (1) 6:23 service (21) 15:19 20:12,20 25:25 47:14 50:7,17 73:6 107:1,3 117:23 122:13 123:12 124:6,15 140:8 147:4 152:12 179:17 180:21 181:5 services (14) 28:18,20,21 47:11 72:24 87:1 90:22 104:13,21,23 117:17 177:15 180:11 182:1 serving (4) 111:24 128:17 169:22 183:18 sessions (2) 78:17 95:5 sessions (3) 111:25 112:20 113:24 set (23) 2:2 3:16 70:18 71:17 117:13 129:22 130:6 131:7,17 132:24 140:3 145:2 146:15 147:25 148:2 154:22 160:4,11,15,21 162:4,9 168:14 sets (13) 6:7 122:23 130:14,22 154:14,19 155:13 160:15 161:13 175:25 176:6,18 177:10 seven (2) 145:13,17 several (3) 26:5,7 39:4 sexual (2) 52:1 57:2 shahid (3) 1:9,14 190:3 shall (4) 1:6 22:20 186:2 188:17 shared (2) 144:7,8 sheet (4) 53:8,11 55:22 57:19 sheltered (1) 94:12 shes (1) 75:6 short (10) 22:25 23:21 59:24 101:23 110:1 127:7 136:25 156:11 157:7 186:18 shortly (1) 101:13	shortterm (1) 8:7 should (35) 8:10 10:7 16:16 21:8 33:8 55:7 62:15 64:4,22,23 68:4 97:19 103:1 112:2 125:16 127:21 136:4 143:25 154:14,23 158:12 161:21 162:1,2,15 173:2,3,13,14 176:20 180:3 184:14,20 185:19,23 shouldnt (1) 161:25 shout (2) 42:16 125:17 show (1) 21:8 shown (1) 102:14 shows (1) 44:7 side (8) 47:4 53:8 61:13 64:3 79:16,23 123:23 150:6 sight (1) 134:16 signature (2) 1:23 2:7 signed (5) 88:18 90:13,17 132:7 183:22 significant (14) 9:3 98:22 123:16,22,25 134:6,13 137:18 141:22 142:14,17 143:25 149:9 157:15 signing (1) 131:25 signoff (1) 133:22 signup (6) 38:17,17 41:5,6 44:23 52:21 silos (3) 146:5,9 148:8 similar (2) 72:12 112:15 similarly (2) 104:11 127:22 simple (1) 23:21 sincere (2) 4:19 187:23 single (1) 182:2 sir (73) 1:3 22:17 23:1,4,7,9,11,14 58:23 59:1,6,7,14,17,21,22 60:1,6,8 100:15,18,23,25 101:1,15,21,25 102:4,5 109:11,20,23,24 110:3,4,5,7,9 125:14,19,22 156:9,14,15,17,21 157:1,4,5,9,11 185:16,17,19,22,23,25 186:4,5,11,15,16,20,23 188:1,5,14,16,17,19,20,24 189:1 sit (5) 23:4,11 32:19 133:25 9:3,22 128:11 145:8 188:17 sitdown (1) 154:1 site (3) 76:19 107:4 131:8 sitting (3) 87:11 143:13,16 situated (1) 9:22 situation (3) 55:1 168:16 171:15 six (4) 128:8 129:11 130:25 132:24 sixth (1) 8:9 sized (1) 42:9 skim (1) 127:7 sleepless (1) 9:24 slightly (7) 40:7 44:10 67:2 79:21 144:19 157:13 160:13 smoke (22) 6:5 7:12 8:4,5,8 9:3,22 128:11 145:8 166:22,22 169:5,23,25 170:10 171:4,16 172:4 181:23 182:14 183:10,25 smokeglogging (1) 182:20 smt (6) 33:24 34:4 35:2 71:25 72:2,16 social (8) 65:22 104:12,21,23 111:4,18 112:24 114:4 software (1) 43:5 solely (4) 100:8 136:12,14,18 solicitors (1) 8:19 solid (1) 41:10 solution (3) 20:7 148:18 163:9 solutions (4) 87:3,5,20 148:25 somalil (3) 93:4 107:7,16 somebody (6) 64:20,24 73:12 75:4 94:3 99:15 somebodys (1) 51:22	someone (6) 15:10 19:12 57:4 63:17,23 84:13 someones (1) 81:22 something (17) 9:9 41:24 56:7,7 62:9 67:10 74:5 90:5 98:3 100:6 107:10 120:16 135:8 145:23 158:12 160:18 177:11 sometimes (2) 38:10 157:14 somewhere (3) 57:18 91:25 94:11 soon (2) 155:5 186:7 sophisticated (2) 122:3,8 sort (38) 14:24 21:18 25:11 30:14 31:10 34:3,15,16 39:16,18 40:2,3,14,15 41:11,23 43:24 52:21 64:14 65:10 66:10,10 71:3 72:12,21 73:18 85:16,19 95:15 98:7 107:5,14 121:23 137:24 146:11 153:16 154:18 173:23 sorted (1) 95:8 sorting (2) 120:8 140:23 sorts (10) 25:14 34:4,12 38:11 42:9 142:12 77:4 82:16 92:9 145:11 sought (2) 164:22 165:19 sound (4) 8:6 60:19 61:10 62:16 sounds (1) 60:22 soundsupporting (1) 60:11 sounes (1) 94:21 source (3) 38:25 84:6 173:4 sources (3) 38:6,12,16 spanish (1) 93:4 spanned (1) 9:3 spared (1) 12:11 speak (2) 16:22 67:12 speaking (3) 31:9 115:18 146:17 specialist (1) 111:24 specific (32) 22:10 26:4 39:15 55:14 56:18 66:16,16 69:24 89:7 93:10,11 94:13 97:9 102:22 106:20 107:25 112:17 113:1,20,22 122:8 126:4 134:14 143:12 147:16 149:6 154:21 164:11 165:13 171:15 181:9 183:20 specifically (28) 29:23 30:2,6 36:4 41:13 57:5 63:18 64:11 65:6 67:21 70:14,22 74:15 75:2 81:11 87:9 97:6,21 102:9 103:20 104:25 111:20 112:7 113:15 114:3 128:12 170:23 183:13 specification (2) 117:22 121:22 specifics (6) 36:6 95:12,16 108:12 171:6 175:9 specified (1) 120:7 speed (1) 149:13 spencer (1) 8:13 spent (1) 3:6 spoke (3) 180:13 181:12,13 spot (1) 96:11 spread (6) 6:5 148:10 149:4,7,25 163:13 spreadsheet (9) 53:5,7,24 55:22 56:10 78:2,2,9 80:22 spreadsheets (3) 91:25 147:1 170:4 spring (1) 36:6 springs (1) 157:20 sprinklers (1) 131:3 staff (22) 20:7 25:4,22,24 26:20 22:24 31:8,9 33:21 43:6 49:17 72:8,11 73:4,10 81:9 82:11 85:14 99:20 100:8 136:11 stage (8) 105:18 140:10 143:1 165:18 173:8 175:18
--	---	--	--	--	---	---

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turn (51) 1:13 8:25 11:13
15:4 22:24 26:10 27:5 9,13
28:4 33:4,7 34:23 35:19
45:2 49:20 53:3 58:23
60:9,13 61:9 63:4 65:14,15
67:22 68:11 71:8 75:22
80:1 82:20,23 86:10
90:21,25 94:17 96:6 98:12
103:13 114:9 118:22
122:15 124:6 126:14 136:1
140:7 150:11 159:3 163:16
173:20 174:16 181:18
turning (1) 5:22
twentyfive (1) 5:21
twofold (1) 99:22
type (8) 26:19 58:8 67:11
77:10 115:16,23 134:25
146:25
types (5) 90:8 113:18 122:7
146:2 148:24

U

ultimate (1) 147:5
ultimately (7) 21:19
116:4,11 119:18 131:25
133:3,15
umbrella (1) 72:22
unable (1) 16:15
unattended (1) 10:3
unaware (1) 85:24
uncertainty (1) 10:23
unclear (2) 172:13,17
underneath (5) 4:7 6:12
46:23 47:3 127:20
understand (17) 8:7 9:13
10:1 31:23 52:5 73:21
74:22 78:22 101:2 107:19
108:3 114:17,18 152:13
182:18,23 187:7
understanding (26) 2:18
22:15 23:22 47:12,13
60:17 68:4 69:17 79:2
116:6,25 120:18 134:8,24
144:23 148:3 149:22
154:13,18 155:25 156:2
160:10 161:4,7 175:20,22
understood (9) 9:16 32:4
44:4 56:7 66:20 73:15
99:16 106:24 154:16
undertaken (4) 114:23
115:13 117:1 120:19
unfairly (1) 118:7
unfinished (1) 135:17
unhelpful (1) 148:10
units (1) 184:12
unless (3) 101:11,19 173:15
unlikely (1) 87:25
unsafe (1) 166:22
until (5) 56:18 89:9 91:10
174:13 189:3
unusual (2) 90:16,20
update (5) 44:13 49:25
63:14 74:12 141:20
updated (4) 60:15 61:22
84:2,11
updating (1) 63:10
upgrade (1) 150:8
upgrading (1) 11:10
uploaded (2) 79:25 80:18
uploading (1) 48:15
upon (15) 36:2 51:11 62:14
63:9 72:5 75:15 81:9,25
84:5 87:21 98:3 177:2
179:6,17 180:23
upwards (1) 63:23
urgency (1) 176:19
used (14) 14:13 15:5,6 20:19
65:25 78:18 80:25 81:12
89:12 99:22,25 100:2,9
183:24
useful (8) 5:13 19:18 38:19
109:14 126:22 131:15
155:18 188:8
user (4) 73:13,14 106:8
148:23

users (4) 79:15 80:13,15
81:11
usher (3) 59:18 101:16
186:12
using (1) 99:20
usual (3) 90:19 185:17,18
usually (3) 30:7 94:11 115:23
utilise (1) 179:6

V

vacant (1) 151:21
vaguely (1) 108:11
varied (1) 25:17
variety (2) 38:6,11
various (5) 20:6 25:14 38:8
45:13 91:2
vary (1) 41:8
vast (2) 57:25 147:6
vehicle (1) 180:21
vent (2) 9:3 166:22
ventilation (6) 170:10
171:4,16 181:23 182:14
183:11
vents (6) 8:4,4 9:22 145:8
182:21 183:19
verbal (2) 33:19 147:11
verbally (5) 30:9,11 72:18
75:4 107:2
verify (2) 172:17 173:10
version (8) 55:6 69:12
71:8,10 86:3 102:20
105:12 126:23
vexed (1) 65:14
via (6) 30:11,12 52:20 55:4
72:17 171:7
vicechair (1) 3:18
victoria (1) 19:6
visit (3) 52:20 107:4 131:9
visits (4) 50:13 129:11
162:21 170:2
visual (2) 74:4 175:25
voice (2) 3:11 23:24
volunteer (1) 42:11
vulnerabilities (7) 42:21 55:5
78:21 79:25 81:10 105:7
106:5
vulnerability (19) 56:3,10,20
60:18 61:2 62:16 63:8 64:6
65:15 66:9 74:2,8 75:21
77:5 78:23 79:5,6 81:22
83:6
vulnerable (22) 60:10
62:19,20,21,25 63:2
64:9,25 65:1,24 66:6,18
70:5,19 78:15,16 79:20
80:24 81:1,2 88:12 105:17

W

w2 (10) 44:13 53:16
54:6,8,11,13 55:4,8 146:25
170:6
wait (2) 23:5 32:1
waiting (2) 60:2 158:2
ward (8) 40:17 41:14,21,24
163:17 164:16 165:1 166:7
wards (1) 166:8
warm (2) 125:13,18
warning (1) 6:16
warrant (1) 172:8
wasnt (29) 16:10 17:15
25:23 28:18 45:23 51:7,10
56:9,11 61:2 69:24 72:23
75:15 84:14 90:10,11
100:6 108:14 120:12,14,16
130:20 145:5,13 164:11,21
176:4 182:17,17
water (4) 20:14 112:11
123:3 125:22
way (13) 4:15 27:24 28:17
52:23,24 75:6 84:9 91:3,22
105:9 112:1 146:20 176:9
ways (1) 107:13
wed (6) 33:25 68:9 107:13
108:12 143:15 150:9
week (2) 15:6 188:18

weekly (2) 146:1 154:1
weeks (1) 18:4
welcome (1) 1:3
went (10) 38:9 41:21 72:2
79:17 85:18 89:7 102:20
105:14 108:22 142:4
werent (9) 29:4 47:18 63:2
68:5 93:23 116:3 120:15
121:13 169:6
weve (8) 1:6 17:3 69:16 78:3
80:21 85:4 88:2 178:7
whatever (11) 18:16 19:11
41:3,6 43:12 52:3 73:17
75:5 99:8 104:20 182:8
whats (9) 55:1,24 71:17
129:21 135:9 140:3 143:16
163:22 165:5
wheelchair (3) 73:13,14
184:14
whenever (4) 4:9 138:10
146:18 186:14
whereas (1) 81:13
whereby (2) 34:8 90:4
wherever (3) 75:5 162:21
182:9
whilst (11) 26:3 78:4,19
112:5,19 152:24 158:2
169:20 171:10 177:22
184:13
whoever (2) 37:8 99:7
whole (3) 20:16 21:19 50:24
whom (5) 46:8 52:5 116:24
144:4 187:11
wide (1) 126:9
widely (1) 94:3
wife (3) 1:15 6:7,24
wives (2) 6:17 8:19
williams (6) 16:12,21 94:21
95:2 96:24 98:4
willing (3) 12:15 154:17
187:20
windows (2) 20:2 21:19
wish (1) 69:19
withdrew (2) 109:19 188:13
witness (28) 4:5 5:5 7:19
12:13 17:1 22:2 23:13
59:13,16 60:5 61:21 88:15
99:19 101:14 102:3
109:10,18,19 114:11
118:23 156:20,25 157:10
186:10,22 188:4,11,13
witnesses (6) 1:6,7 22:25
100:16 188:21,22
won (1) 6:25
wondering (1) 129:24
wont (1) 69:10
wood (3) 8:2,11 163:11
work (45) 19:23 21:15,16
25:2,10,12,14 26:6 29:25
35:4 40:18 43:20,24 52:22
58:9 61:24 68:7,8,20 69:20
84:25 85:10 100:5
103:14,23 104:2
107:6,14,17,21 108:18
111:18 114:2 115:25
121:25 123:5 129:10 140:1
150:9 156:5 161:9,11
171:4 172:1,9
worked (6) 31:20 46:9 58:2
72:13 103:17 157:24
working (12) 7:11 8:24 34:15
65:24 94:12,13 96:13
104:17,23 144:14 175:23
176:3
worklessness (4) 25:3,10
103:17,18
workload (2) 70:1 152:14
works (4) 96:15,19,21 97:11
worried (1) 9:24
worries (1) 18:3
worry (2) 12:11 170:15
wouldnt (28) 31:2 32:13,14
39:20 41:12 42:17 54:24
55:12,13,15 56:13,17
58:19,21,22 72:7 76:20
81:15 84:2 85:5 94:2 103:8

107:12 131:13 142:24
149:19 161:1 181:15
wray (20) 8:14 30:3 35:18,21
36:1,10 57:11 83:1 86:3
87:21 133:10,24 134:17
137:14 146:13,17 149:3
160:11 178:8 179:22
wrays (3) 12:13 136:12,14
write (1) 70:3
writing (9) 29:25 30:8 32:14
68:21 75:7 124:21,22,22
161:3
written (3) 31:3,10 162:20
wrong (3) 9:19 46:3 140:9
wrote (5) 11:3 37:9 84:23
165:1 166:6

X

x (1) 42:19

Y

yeah (52) 23:18 24:1,6,18,22
33:17 34:12 38:18 39:22
40:25 41:10 42:25 43:3
45:6,22 50:4 51:25 54:3
56:8 60:5 63:20 67:5 69:14
71:20 72:25 73:8 76:14
77:8 79:17 80:3 83:17
87:12 88:14 90:20 91:5,15
92:15 93:8,15 96:10 100:7
125:11 130:4 142:11
147:19 152:1 154:7 155:6
167:8 175:1 178:18 183:5
year (9) 6:4 26:23 28:8 32:24
33:2 39:13 91:13,21
147:17
yearly (1) 91:19
years (15) 3:6 5:8,21 7:3
10:4 13:11 14:1 15:18
26:5,7 103:21 111:21
143:22 145:9 146:11
yet (4) 53:16 69:18 103:7
119:10
you'd (9) 40:13,18 41:10
67:10 131:4 144:15 159:24
165:13 178:19
you'll (1) 156:12
you're (25) 23:25 31:11,13
39:24 42:4,6 44:10 53:8
56:4 59:14 64:16 66:15
96:7 100:19 101:17 116:15
118:16 119:9,14 120:3
136:3 141:10 144:4 178:23
186:9
yourself (15) 23:12 38:1
43:20 113:25 115:5 125:19
127:13 147:20 163:3
168:11 169:14 170:12
178:6 179:9,20
you've (1) 140:14

I

1 (13) 2:4 53:8 57:19 71:10
83:9 100:16,24
101:10,13,19 105:19
139:16 190:3
10 (8) 4:5 46:18 78:13
126:24 127:6 188:20,25
189:3
100 (6) 11:14 40:20 42:2,3
51:20,21
1000 (1) 1:2
101 (1) 9:15
102 (1) 9:21
104 (1) 12:2
105 (3) 10:17 12:12 101:24
11 (4) 11:16 86:20 165:1
166:8
110 (6) 13:19,20,24 126:15
190:10,12
111 (1) 14:8
112 (2) 14:15,20
1124 (1) 59:23
1140 (3) 59:4,10,20

1150 (1) 59:25
117 (3) 109:25 126:17 132:4
119 (1) 133:17
12 (7) 3:14 60:14 61:20
88:16 110:22 128:7 129:19
1248 (1) 101:22
12month (3) 172:9,11 183:7
13 (11) 3:3,4 11:3 12:5 53:7
141:8 150:14 159:10,15
162:5 165:2
1339 (1) 164:16
136 (2) 12:25 14:18
138 (2) 1:20,22
13month (1) 165:14
14 (21) 6:9,10 8:20 9:5 18:4
24:9 46:19 75:19 76:1,7,25
77:9 88:22 90:14 102:23
105:8 110:21 166:6 170:8
183:8 187:25
14a (1) 9:11
15 (5) 7:6 27:6 46:19,23
100:19
1505 (1) 159:10
151 (1) 15:3
155 (1) 16:3
156 (2) 1:14 16:11
16 (1) 177:17
160 (1) 10:8
1625 (1) 159:15
166 (2) 17:6,10
17 (5) 2:7 3:22 61:14 88:19
90:24
174 (1) 17:1
18 (1) 1:14
180 (1) 18:8
19 (3) 118:22 119:20 166:17
194 (2) 1:24 2:16
1992 (2) 1:16 111:5
1999 (2) 1:17 20:1
19month (2) 168:19 169:10

2

2 (29) 1:20 2:16,23 3:2
5:14,25 6:9 10:6 13:11
14:18 15:1 17:6,8 19:18
22:7,9 45:2 53:11 55:22
61:10 65:15 80:1,4 83:2
90:25 98:13,17 136:3
159:7
20 (7) 8:3 13:4 68:16 100:15
185:21,22,25
2005 (4) 15:14,20 112:19
133:5
2008 (1) 16:1
2009 (1) 16:2
2010 (24) 3:9,11,15
6:2,4,13,16 7:9,24 8:1,3
9:23 13:12,13 40:4 43:16
52:8 111:7 166:20 171:17
174:2 182:16,17,19
2011 (32) 3:25 8:12,20 11:3
27:6 35:1,20,25 39:21,25
41:17,19 111:8 113:5
125:10 136:2 147:18
148:13 151:14 155:4,14
158:24 159:10,19 163:18
165:10 166:2 167:11
171:3,25 183:3,15
2012 (34) 11:16 13:4
14:9,14,17 33:7 41:20
122:18 125:1 126:24
127:5,6 139:5,7,13
140:10,13 141:8 142:2,13
143:8 150:9 158:25
165:1,10 166:6 170:8
177:17 179:13 181:21
183:8,15,23 184:3
20122013 (1) 41:20
2013 (17) 12:5 36:9,15 90:24
91:10,14 94:20 95:2 96:9
137:15 139:9,13 144:11
145:4 150:2,7 175:19
2014 (8) 40:7 44:8,21 45:5
49:23 61:14,25 64:9
2015 (7) 9:6 68:16 69:13
70:6,9 92:12 98:13

2016 (17) 15:13 16:12,14
17:14 53:7 60:15 61:22
71:11 74:19 80:8,25
83:1,16 85:3 86:14 88:19
89:8
2017 (15) 4:23 16:17,25
17:16 18:4,10 39:25 75:19
76:7 77:9 88:22 90:14
91:10 110:21 187:25
2018 (1) 24:9
2019 (2) 110:22,24
2020 (2) 1:23 24:10
2021 (4) 1:1 2:7 24:12 189:4
203 (1) 18:25
209 (1) 17:6
21 (8) 35:1,20 129:14,22
130:5,6 139:5,7
210 (2) 19:17,21
212 (1) 20:11
215 (2) 109:22 110:2
216 (1) 19:17
22 (6) 1:1 6:9 7:9 16:2
87:4,14
2021 (4) 1:1 2:7 24:12 189:4
190:6,8
24 (2) 16:14 24:12
25 (3) 4:6 33:7 96:9
26 (5) 5:3 27:9 178:24
179:13 189:4
261 (2) 27:22 28:16
262 (2) 28:5 32:22
27 (1) 27:13
28 (6) 7:20 12:13 18:10 80:8
122:23 184:3
29 (1) 15:13

3

3 (12) 8:12 22:16 24:24
33:7,8 44:9 66:21 90:25
98:18 122:22 136:4 141:18
30 (6) 8:25 13:13 44:19
98:16 145:9 174:18
325 (1) 157:6
33 (3) 10:14,20 27:20
34 (1) 11:1
340 (3) 156:19 157:3,8
35 (3) 6:8,11 11:13
36 (1) 12:2
37 (2) 7:5 10:17

4

4 (9) 3:3 27:10 37:21 63:25
69:1 71:15 77:18 91:1,2
40 (3) 92:16 93:14 184:5
41 (1) 44:9
433 (1) 186:17
445 (3) 186:1,7,14
452 (1) 186:19
455 (1) 189:2
46 (1) 12:25
48 (1) 2:6

5

5 (13) 3:12,25 5:18 49:23
63:4 68:14 69:8 71:15
72:19 73:2 105:15 110:24
126:14
500 (1) 105:20
5000 (1) 15:19
51 (1) 15:1
536 (1) 2:17
56 (2) 17:7,9
58 (1) 6:9
59 (3) 20:25,25 21:23

6

6 (8) 16:12,18 24:10 44:8
45:5 49:23 53:8 163:20
60 (5) 20:25 21:8,10 92:12
141:19
62 (3) 18:7,9 141:20
67 (2) 114:11 119:8

7

7 (9) 3:22 67:22 77:25 83:1
84:21 86:13 136:2 163:20
164:16
70 (3) 18:24 66:10 114:11
73 (3) 17:7 19:17,20
75 (2) 19:18 66:11

8

8 (4) 61:11 95:2 96:25 99:18
80 (1) 49:24
812 (1) 83:1
82 (2) 50:1,1
83 (4) 50:1,9 51:12 52:19
849 (1) 178:24

9

9 (1) 16:2
90 (3) 7:10 10:15,20
926 (1) 95:3
93 (2) 7:22 11:1
95 (1) 7:22
97 (1) 8:17