

OPUS 2

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Grenfell Tower Inquiry

Day 25

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1 Wednesday, 22 July 2020
 2 (10.00 am)
 3 SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to
 4 today's hearing. Today we're going to continue hearing
 5 evidence from Mr Lawrence, formerly employed by Rydon.
 6 So could I ask you to ask Mr Lawrence to come back
 7 in, please. Thank you.
 8 MR SIMON LAWRENCE (continued)
 9 THE WITNESS: Good morning.
 10 SIR MARTIN MOORE-BICK: Good morning, Mr Lawrence. Thank
 11 you very much for making the arrangements to be here
 12 again today.
 13 THE WITNESS: No problem.
 14 SIR MARTIN MOORE-BICK: You are ready to carry on?
 15 THE WITNESS: Yes.
 16 SIR MARTIN MOORE-BICK: Yes, Mr Millett.
 17 Questions from COUNSEL TO THE INQUIRY (continued)
 18 MR MILLETT: Thank you, Mr Chairman.
 19 Good morning, Mr Lawrence.
 20 A. Good morning.
 21 Q. We were some way into a discussion and the story about
 22 cavity barriers yesterday when we finished your
 23 evidence. Can I now go back to that and ask you,
 24 please, to turn first to {RYD00039964}. This is
 25 an email from you to Daniel Osgood on 27 April 2015,

1

1 copied to Simon O'Connor, in which you make him -- well,
 2 you invite him, in the last sentence in the second
 3 paragraph -- you say:
 4 "Please pay particular attention to the Firebreak
 5 spec and insulation guide to ensure that they install
 6 correctly before any Building control inspection."
 7 Now, when you say "Firebreak spec" there, you mean
 8 cavity barriers, do you?
 9 A. Yes.
 10 Q. Do you also mean firestopping?
 11 A. Whatever was relevant to the cladding package that he
 12 was looking after.
 13 Q. Right.
 14 You have come across the expression of firestopping,
 15 I think, haven't you?
 16 A. Yes, and I think I probably briefly mentioned the other
 17 day that they're -- while they may be technically
 18 different, they're -- firestop, firebreak, cavity
 19 barrier, are sort of interchangeable terms on
 20 a construction site.
 21 Q. Right. I think you told us that the word "firebreak"
 22 covered cavity barriers and firestops as a catch-all?
 23 A. Yes, they're pretty much interchangeable.
 24 Q. Yes. So when you use the words "Firebreak spec and
 25 insulation guide", were you intending to cover both

2

1 concepts or both things, cavity barriers and firestops?
 2 A. Relating to the -- presumably, given the heading of the
 3 email, that it's cladding-specific, and the details
 4 relate to Harleys, yes.
 5 Q. Yes, indeed, thank you.
 6 Did you understand the difference between cavity
 7 barriers and firebreaks, even after the debate about
 8 whether they were firestops or cavity barriers had been
 9 resolved by the end of March 2015?
 10 A. Sorry, the difference between firebreak and a cavity
 11 barrier?
 12 Q. Yes.
 13 A. I would see them as interchangeable terms.
 14 Q. Interchangeable terms. Well, let's look at the debate
 15 about the expression and cavity barriers a little more
 16 closely.
 17 Do you remember in general terms, Mr Lawrence, that
 18 in March 2015 there was a debate about firestopping on
 19 the tower?
 20 A. If we're talking about the -- if we're talking about
 21 cladding specifically, then yes, I remember that debate.
 22 Q. Can I ask you to go to {RYD00037622}. This is a long
 23 email chain and I would like to pick it up, please, at
 24 page 3 {RYD00037622/3}, where we see that you are copied
 25 in on an email from John Hoban at RBKC Building Control

3

1 to Neil Crawford on 20 March. Do you see that?
 2 A. Yes.
 3 Q. In fact, it's actually dated 30 March, because the email
 4 chain is being generated on that date, but this is
 5 an email from ten days before, which you see.
 6 You can see, I think, Mr Crawford's response of
 7 30 March, if we scroll up to page 2 {RYD00037622/2},
 8 because you're copied in on Neil Crawford's response
 9 of -- actually it's 31 March, in the middle of that page
 10 there. Do you see that?
 11 A. Yes.
 12 Q. Do you remember reading that at the time or seeing that
 13 at the time?
 14 A. I remember the chain.
 15 Q. Yes.
 16 A. I remember the chain, and I've seen it since.
 17 Q. Well, let's go to the end of the chain on page 1
 18 {RYD00037622/1}, where we see Neil Crawford writing to
 19 you on 31 March, forwarding the email chain below, and
 20 he says:
 21 "Hi Simon
 22 "This is the response I got back from Exova (below).
 23 Seems like no one really agrees with John, so let's see
 24 what he comes back with after my last email."
 25 He copies or forwards you Terry Ashton's response to

4

1 him, Neil Crawford, of earlier that afternoon,
 2 31 March 2015:
 3 "Re: Grenfell Tower Fire Stopping."
 4 He says:
 5 "Neil
 6 "This isn't something that would necessarily form
 7 part of a fire safety strategy for a building.
 8 Therefore, it would not have been dealt with in the fire
 9 safety strategy for this buildings(sic). I agree with
 10 Ben Kay [I believe he means Kay of Siderise there, who
 11 isn't called Ben]. I believe that a cavity barrier is
 12 all that is required in this application. Even if we
 13 were to agree with RBKC, it is difficult to see how a
 14 fire-stop would stay in place in the event of a fire
 15 where external flaming occurred as this would cause the
 16 zinc cladding to fail."
 17 Do you see that?
 18 A. Yes.
 19 Q. And particularly those last few words that I emphasised.
 20 Now, I would like to look at this email in a series
 21 of stages, if I can, and pick it apart.
 22 First of all, Mr Ashton says this isn't something
 23 that would necessarily form part of the fire safety
 24 strategy for a building in the first sentence there.
 25 Did it concern you at the time, do you remember,

5

1 that the fire safety strategy had not included reference
 2 to cavity barriers?
 3 A. No, and I'm not sure I would have read this email in
 4 great detail, to be fair. I would --
 5 Q. Right.
 6 A. It's part of a chain of emails that was ongoing between
 7 the design team members, so I would have had a, let's
 8 say, high-level view and watching the emails go
 9 backwards and forwards, but I wouldn't necessarily have
 10 read and picked apart every single word in every single
 11 part of the email chain.
 12 Q. Right.
 13 A. So whether I would have noticed that at the time --
 14 I don't recall noticing it, but I may have done, I don't
 15 recall.
 16 Q. Have you, or had you at the time, any experience, either
 17 on projects for Rydon or other projects when you worked
 18 before joining Rydon, of actually seeing fire safety
 19 strategies?
 20 A. I don't recall seeing fire safety strategies on the
 21 previous jobs with Rydon.
 22 Q. So if somebody --
 23 A. I may have done. I don't specifically recall them.
 24 Q. Right. So did you have any knowledge or experience
 25 which you could bring to bear when knowing what

6

1 a fire strategy should include and should not include?
 2 A. I think I would understand in general terms, but it
 3 would be general terms. But no, not specifically.
 4 Q. Right.
 5 Obviously you would have realised from this that --
 6 although there was a fire safety strategy because you
 7 had been told back in April --
 8 A. Yeah.
 9 Q. -- of 2014 that Exova had completed one, did it not
 10 concern you that even though you had thought that they
 11 had completed one, that strategy hadn't included
 12 anything about cavity barriers?
 13 A. Not particularly at the time.
 14 Q. Did it occur to you at this point to you at this point
 15 to instruct Mr Ashton, or indeed another fire safety
 16 consultant, to advise you on this point?
 17 A. No, because this is part of a complete chain of email
 18 that was going between the design team members, so
 19 again, our specialist subcontractor, Studio E, and
 20 Building Control. So it was part of the design
 21 development that I was copied in to and would have been
 22 keeping an eye on, but not necessarily pulling apart and
 23 necessarily seeing every single email as it come in.
 24 I might have picked them up four or five emails down the
 25 line.

7

1 Q. Would it be fair -- and please tell me if it is not --
 2 to describe your role, at least in relation to this
 3 email chain, as something of a spectator?
 4 A. I think that would be fair, yes.
 5 Q. Well, let's see how far your spectatorship went.
 6 The next part of the email I want to ask you about
 7 is the reference at the end of it to the zinc cladding.
 8 Did you notice the fact that Mr Ashton had thought
 9 that the material forming the external rainscreen for
 10 the cladding was zinc?
 11 A. At the -- I've obviously read this chain numerous times
 12 since, but at the time I don't recall fully reading that
 13 email and paying much attention to it, to be fair. Like
 14 we've just said, I was a spectator on the email chain
 15 going between the design team, so ...
 16 Q. Yes.
 17 A. So, no, I might not have even read the full email.
 18 Q. Right. So you didn't notice -- is this right? --
 19 that --
 20 A. I don't recall noting at the time any specific reference
 21 to a material that we weren't using.
 22 Q. Because, of course, by this time, as we have been
 23 through yesterday, the rainscreen was not zinc; it was
 24 ACM, wasn't it?
 25 A. Correct.

8

1 Q. Therefore, if Mr Ashton had been labouring under the
2 misapprehension that the cladding was to be made of
3 zinc, that would have been a pretty serious
4 misapprehension.
5 A. I agree it would have been an error, and if it was
6 something I would have seen, I would have picked it up.
7 But I don't recall seeing it at the time or referencing
8 it at the time.
9 Q. Right. Do you remember whether Mr Crawford identified
10 the error?
11 A. I don't remember.
12 Q. You never had a discussion with him about it?
13 A. No.
14 Q. No. Did you have any concerns that the only fire safety
15 specialist on this project -- and I think the answer to
16 this is no, which follows -- who had completed a report
17 so far as you were told by April 2014 was still under
18 a misapprehension about the nature of the rainscreen on
19 the outside of the building?
20 A. No, because I hadn't noticed the reference.
21 Q. Right. Can I then ask you to look at {HAR00006585}.
22 I would like pages 1 and 2 {HAR00006585/2} to go up
23 together, please.
24 Now, at the top of page 1 we can see
25 Mr Anketell-Jones writing to Ray Bailey, and he starts:

9

1 "Just that it's ridiculous."
2 This is 27 March 2015, so a few days earlier in the
3 email traffic, if I can put it that way, which
4 culminated in the discussion we've just been talking
5 about.
6 At the bottom of page 1, we can see what he's
7 talking about. At the bottom of page 1 and over to
8 page 2, Ray Bailey is writing to Anketell-Jones, "Do you
9 have any comments?", and below that we see your email to
10 Neil Crawford of 27 March:
11 "Thanks for checking Neil.
12 "Ben - See Neil's response. It doesn't look
13 promising."
14 Then we see what it is that doesn't look promising,
15 and it is Neil Crawford's message to you of 27 March,
16 middle of page 2, so earlier the same day:
17 "Hi Simon
18 "Have spoken with John and he wasn't happy with
19 Harley's email as we are talking about fire stopping as
20 opposed to cavity barriers. I have explained again the
21 specifics of our scenario and he will have a
22 conversation with Paul Hanson to see if there is a
23 reduced spec they can agree to and will then speak with
24 Harley's directly."
25 So that's the context.

10

1 I just want to come back to Mr Anketell-Jones'
2 response to Ray Bailey at the top of page 1, if we can,
3 and Mr Anketell-Jones says -- and I appreciate you don't
4 see this, you are not copied in on this email -- he
5 says:
6 "Just that it's ridiculous."
7 "There is no point in 'fire stopping', as we all
8 know; the ACM will be gone rather quickly in a fire!"
9 Now, we have just looked together earlier,
10 Mr Lawrence, at the email from Mr Ashton to Mr Crawford
11 where he says that external flaming would cause the zinc
12 cladding to fall off.
13 Did you at the time have any idea about what would
14 happen if the external rainscreen did flame and fall off
15 and whether that meant that cavity barriers were or
16 weren't important?
17 A. It's not something I gave any thought to at the time.
18 Q. Right.
19 Did you have any particular view about whether it
20 was right to be talking about cavity barriers or right
21 to be talking about firestopping?
22 A. Having -- at the time, probably not, but having re-read
23 this chain or what I've seen of this chain since, I can
24 understand what they're talking about, whether they're
25 talking about inside the building or outside the

11

1 building, but ...
2 Q. Did you notice the degree of confusion about this
3 subject from the email chain you did see?
4 A. I noticed there was confusion. I noticed there was back
5 and forth between Harley, Siderise, Studio E,
6 Building Control.
7 Q. If you had been advised that it was the view of Exova,
8 at least, that the cladding panels on Grenfell Tower
9 would fail in the event of a fire with external flaming,
10 what would you have done?
11 A. I mean, I probably -- at the time I would have assumed
12 that at some point, irrespective of time, as in --
13 you know, at some point -- I would expect all materials
14 to fail at some point, whether that be half an hour or
15 whether that be three days, I would expect them to fail.
16 But I don't recall having that -- sorry, can you say the
17 question again?
18 Q. Let me try it a different way, because I think the
19 three days isn't what I'm asking you about.
20 If you had known that in the event of a fire, the
21 ACM would be gone rather quickly, if you had known that
22 at the time, what would you have done?
23 A. I would have got that checked with Building Control to
24 make sure that is in -- (a) firstly within the regs, and
25 that's what is understood, that that's acceptable, and

12

1 then looked into it further.

2 Q. You say you would have checked with Building Control.

3 Would the first port of call for you not have been the

4 consultants you were employing on the job, namely

5 Studio E?

6 A. Well, okay, as a design team as a whole then.

7 Q. I don't want to suggest the answer. I'm putting to you

8 why you say Building Control in circumstances where you

9 had novated to you and were retaining Studio E as the

10 architect.

11 A. Because in this -- if we're referencing this chain of

12 emails, there was discussion and potential confusion or

13 conflict between different views regarding the

14 regulations. So the persons who provide the best advice

15 as to what the compliance needs to be with the

16 Building Regulations would be ultimately

17 Building Control.

18 Q. Did you know that no steps had been taken to ensure that

19 cavity barriers were in place around the windows in

20 order to prevent fire spread into the cavity or

21 cavities?

22 A. I didn't know there needed to be.

23 Q. So it follows from that that you didn't, at least, take

24 any steps to ensure that cavity barriers were in place

25 in those locations?

13

1 A. No, I was reliant on my designers.

2 Q. Can I ask you then to look, please, at {HAR00003947/4}.

3 Now, there is some background to this, and perhaps

4 just to remind you of it, could we go to the bottom of

5 the email, and we will just scroll up very quickly, just

6 to track through the debate as it evolved up to

7 30 March.

8 So we can see at the bottom of the email chain

9 that -- and this is the second page of a two-page email

10 from Ricky Kay, who is the national façades manager at

11 Siderise, and it starts actually on page 7

12 {HAR00003947/7}, if you could please skip to that, and

13 we will come back to page 8. Ricky Kay to Ben Bailey,

14 copied to others at Harley and Sue Sheppard at Siderise,

15 and he sets out an extract from Approved Document B. So

16 this is the supplier of the cavity barriers providing

17 Ben Bailey at Harley with some input, to use a neutral

18 word, and he copies Approved Document B.

19 If we can go to page 8 {HAR00003947/8}, please, we

20 will see what he cuts and pastes from Approved

21 Document B. It's part of table A1 and you can see

22 item 15, "Cavity barrier", integrity: 30, insulation:

23 15; do you see that?

24 A. Yes.

25 Q. He says that's all that is required from a cavity

14

1 fire barrier, and then he says that the product they're

2 offering offers 90 minutes' integrity and 30 minutes'

3 insulation and therefore exceeds minimum requirements.

4 "120 minute fire rating is generally the industry

5 standard for curtain wall to concrete slab edge

6 firestopping where the firestop is located on the inside

7 of a building and is considered to be a continuation of

8 the floor slab."

9 So that's his advice, or input, if you like. Then

10 scrolling back up, please, to page 7 {HAR00003947/7}

11 and 6 {HAR00003947/6}, start with 7, we can see

12 Neil Crawford to John Hoban, copied to Ashton at Exova

13 and Paul Hanson at RBKC:

14 "There has been a lot of conversation on site about

15 the cavity fire barrier requirements to be fitted

16 between the existing concrete external wall panels and

17 the new external rain screen aluminium cassettes."

18 Can you confirm that, that there had been a lot of

19 conversation on site about that topic?

20 A. I might not have been part of that conversation, I don't

21 recall it specifically.

22 Q. Right.

23 A. But then I wasn't on site permanently and I --

24 particularly when John Hoban and -- maybe not

25 Paul Hanson, but particularly when John Hoban visited,

15

1 I wasn't necessarily there for those visits or saw him,

2 so ...

3 Q. So do we take it from that that your site manager on

4 site at the time didn't report these conversations back

5 to you in the late part of --

6 A. Simon O'Connor would have been leading the site, so he's

7 probably best to answer what conversation was said and

8 what conversation wasn't said, really.

9 Q. Very well.

10 We, moving up the email chain, see the email from

11 Neil Crawford to John Hoban on 30 March:

12 "Ben Bailey from Harley's is who you might ask for."

13 Then if we can go to page 6 {HAR00003947/6}, we come

14 up to John Hoban's email of 20 March, copied to you,

15 where he sets out -- and this is obviously earlier in

16 the month that we looked at earlier -- he sends to

17 Neil Crawford and copies to you and others his view

18 that:

19 "... the fire time for the new Elements of Structure

20 [new columns, beams, sections of compartment floor etc.]

21 in Grenfell Tower is 120 minutes ..."

22 And draws attention to diagram 33.

23 Did you pay any attention to this detailed advice

24 when you were copied in on this email at that time?

25 A. I possibly would have read it, but again I wouldn't

16

1 have -- it was an overview, I wouldn't have gone into
2 pulling apart the approved document and understanding
3 everything in that.

4 Q. All right. Let's then scroll up to page 5
5 {HAR00003947/5}, where I think we've seen the emails of
6 30 March, which we've seen. He then gives more advice
7 on that date, sent to Ricky Kay, also Harley, but you're
8 also copied in on it.

9 Again, did you pay attention to that email when it
10 came in?

11 A. Again, I probably would have seen it in the email trail,
12 but in there you've got designers and technical people,
13 and there's nothing technical that I can add that they
14 don't either already know or -- they know their subject
15 far better than myself, so I've got an overview, it's as
16 simple as that, really.

17 Q. Let's look at the next email up on page 4
18 {HAR00003947/4}, please, which is your email -- well,
19 there is an email from Ricky Kay at the bottom of
20 page 4, to the top of page 5 {HAR00003947/5}, if we can
21 just look at that, because I think you're copied in on
22 that as well. He says:

23 "Please can somebody forward over a drawing of the
24 build-up of the cladding so that my Technical Officer
25 can evaluate and forward an official response with a

17

1 SIDERISE product specification."

2 Then if we look at the next email up on page 4, this
3 is your email to Ricky Kay and Ben Bailey, copied to
4 Harley and Studio E:

5 "Ricky/Ben

6 "I appreciate that there is a discussion and
7 different points of view regarding the cladding
8 firestopping/cavity barrier regs which we can make.
9 However we need to do this constructively and I'd rather
10 not question the BC Officer (John Hoban) in front of
11 everyone on email. Can you please sort this out in
12 private and respond to myself and Neil if you have a
13 valid argument?"

14 Was it common practice at the time in your
15 experience to discourage direct communications between
16 companies involved on the Grenfell Tower project
17 refurbishment and Building Control?

18 A. No, and I don't read that email as doing that.

19 Q. If you were, as you have told us, reliant on
20 Building Control to give advice, why did you not want to
21 ask the Building Control officer, Mr Hoban, in front of
22 everybody on an email about his views?

23 A. I don't think that's quite what that email says.

24 I think that email --

25 Q. How would you interpret it?

18

1 A. I interpret that email because you have got several
2 parties questioning and, dare I say, arguing with
3 Building Control, sending lots of information backwards
4 and forwards, and I felt the best course of action,
5 rather than -- I was going to say bully, but that's
6 probably an unfair word -- rather than there be five
7 people questioning one Building Control officer,
8 I thought we should be professional and have a clear,
9 concise point of view that is joined up between the
10 Rydon team, as I'll call them, so the design team, the
11 Harleys, the Siderise, and to put that point across
12 clearly to John Hoban, not for everybody to pile in with
13 a bit of information here and there and get it
14 confusing.

15 All I'm trying to do is say, "Lads, calm down, let's
16 do this professionally and clearly and present this to
17 the Building Control officer".

18 Q. And present it --

19 A. I'm not saying ignore the Building Control officer, I'm
20 not saying anything like that at all. That's not what
21 that email is saying.

22 Q. So on this occasion at the very least, your aim was to
23 make sure that you, as the design team, if you like,
24 had, to put it colloquially, got all your ducks in
25 a row, got everything sorted out --

19

1 A. Correct.

2 Q. -- before going to Building Control?

3 A. Had a co-ordinated approach, yes, because there seemed
4 to be a difference in opinion.

5 Q. Right.

6 A. Via a few different parties.

7 Q. Does that not tell us that, at least on this issue, you
8 regarded Building Control as outside the team and that
9 you would be presenting an argument to them, rather than
10 asking for their advice?

11 A. We would use Building Control in both respects, but
12 I would expect us to come with a clear, concise
13 question, argument, however you wish to phrase it, to
14 Building Control so he can clearly study it, understand,
15 respond accordingly, ask questions, whatever. I just
16 didn't feel it was fair that we had -- you know,
17 I realise this is online, but I didn't feel it was fair
18 that we had six people standing on one side and one
19 Building Control officer standing on the other and
20 everyone crowding round and piling comments in.
21 I thought it would only be fair that we stopped, had
22 a conversation, or the design team had a conversation,
23 we presented it clearly and professionally to the
24 Building Control officer.

25 Q. Now, you say:

20

1 "... please sort this out in private and respond to
2 myself and Neil if you have a valid argument?"

3 Who would be the people in the team, your team, who
4 would decide whether an argument was sufficiently valid
5 to put forward to Building Control for their comment?

6 A. Well, I expected Harleys and Siderise to get their ducks
7 in a row. I would expect them to present that to Neil
8 for him -- for his comment as well, or for Studio E's
9 comment as well, and then collectively to present it to
10 Building Control and ask for their advice, guidance,
11 acceptance, if that was the case.

12 Q. Now, can I then ask you to look at {HAR0003947/3},

13 Now, this is your response to Chris Mort and
14 Ricky Kay of 30 March 2015, and you say:

15 "Thanks Chris. I'm happy for us as a project team to
16 work through this and question the BC Officer if there
17 is a valid point. But the emotions behind email can
18 easily be misread. If you upset him now over a £10k
19 issue then it could affect me later when trying to get
20 sign off for the whole building and that's a £8.5m issue
21 for me."

22 Now, before you sent that email, did you investigate
23 for yourself whether the views of Harley, Exova and
24 Studio E set out were correct?

25 A. Regarding the technical aspects of the cavity barriers?

21

1 Q. Yes.

2 A. No.

3 Q. Right.

4 Can I ask you to look at {SEA00014275/75}. Now,
5 this is Mr Crawford's witness statement, and I would
6 like you to look, please, with me at paragraph 245. He
7 says there:

8 "In a meeting which I believe took place in April
9 2015 (possibly the client design sign off meeting on 30
10 April 2015), I recall being told by Simon Lawrence
11 (Rydon) something along the lines of that there was 'no
12 need to ask any more questions as the cladding has been
13 signed off by Building Control'"

14 Do you recall saying that to Mr Crawford?

15 A. No, because I think Studio E are in control of getting
16 the sign-off, so -- so no.

17 Q. Do you accept that the emails that we've just been
18 looking at together this morning specifically drew your
19 attention to potential areas of non-compliance in the
20 design of the façade?

21 A. I think that email trail gets closed out in the end by
22 Building Control, so I think as we discussed before
23 it's -- it would be usual for design development for the
24 designers to be discussing and clarifying points between
25 themselves. So, no.

22

1 Q. Yes. But you deny the conversation? You say that
2 didn't happen, the one that's referred to --

3 A. Yeah, I don't recall that conversation, and I can't see
4 why I would be telling the architect, who is on our
5 behalf collating and co-ordinating with Building Control
6 to get things signed off, that I would be telling him
7 that it's all signed off.

8 Q. When you're dealing with Building Control, which was the
9 more important: ensuring compliance or not upsetting
10 them?

11 A. Ensuring compliance, but you would like to have a good
12 working relationship with all parties. You wouldn't go
13 out to ... everybody -- you would want everybody to be
14 getting on well and the information to be flowing. You
15 wouldn't intentionally go out to upset them, would you?

16 Q. Is it fair to say that, notwithstanding the discussion
17 that we have seen in late March between Exova, Harley,
18 Studio E on which you were, to use my word, I am afraid,
19 a spectator, but I think you agree with that --

20 A. Yeah.

21 Q. -- notwithstanding the fact that that discussion raised
22 a serious and significant issue about compliance with
23 the Building Regulations, your primary concern at the
24 time for the project was to secure sign-off of the
25 finished building rather than absolutely thoroughly to

23

1 ensure compliance?

2 A. No, I would see them as one and the same.

3 Q. You would see them as one and the same?

4 A. But to reiterate what I've previously said, the email
5 chain, to read that in a complete chain, that is design
6 development going between the designers, which
7 ultimately -- I believe ultimately ended up with
8 John Hoban making comment on to what was acceptable and
9 what wasn't acceptable.

10 Q. Very good.

11 Can I then turn to a slightly different topic:
12 cavity barriers on other projects. A very short topic.

13 You told us you worked with Harley on overcladding
14 projects at Taplow House and Ferrier Point.

15 A. Chalcots and Ferrier Point, yes.

16 Q. Did those refurbishment projects have cavity barriers
17 round the windows, do you remember?

18 A. I don't recall there being cavity barriers round the
19 windows, but I would have to look at the detail.

20 Q. Right.

21 Whom did you consider was responsible for the
22 provision of cavity barriers on those projects?

23 A. Sorry, on Chalcots and Ferrier?

24 Q. Yes, those two projects.

25 A. It would be Harley. Harley had the complete package.

24

1 Q. Can I then turn to ask one or two questions about the
2 crown.
3 A. Of course.
4 Q. As we know, Grenfell Tower was fitted with
5 an architectural crown at the top of the building. Do
6 you remember that?
7 A. Yes, yeah.
8 Q. Do you agree -- or perhaps you can't help me, but would
9 you agree -- that the gap at the top of the cladding
10 system just below the crown was the edge of a cavity,
11 the edge of a cavity for the purposes of the
12 regulations?
13 A. I couldn't tell you.
14 Q. You couldn't tell me?
15 A. No.
16 Q. Right.
17 We know for a fact that no cavity barriers were
18 in fact installed at the top of the cladding system.
19 Did you yourself or anybody else at Rydon check the
20 designs in that area?
21 A. I didn't myself. I would expect the -- sorry, the
22 installation of the -- sorry, do you mean the design
23 part of it or the installation in accordance with
24 design?
25 Q. The design. My question was: did you or anybody else at

25

1 Rydon check the designs in that area?
2 A. The design would have gone through the same process as
3 all the other design did.
4 Q. I follow. So you would have expected Studio E, would
5 you, as --
6 A. I would have expected Harleys to (a) do it right in the
7 first place, I would expect them to pass it to Studio E
8 for comment, and then it would ultimately go to
9 Building Control.
10 Q. Right.
11 Can you explain why the absence of any cavity
12 barriers around the top of the cladding system just
13 below where it met the crown wasn't detected by you
14 while you were, to use your words in your statement,
15 co-ordinating and managing the process of design,
16 ensuring that the designs complied with client
17 requirements?
18 A. Again, and I think -- forgive me for saying this, but
19 I think we have covered this previously, I do not have
20 the technical expertise and ability to check the
21 designs, hence why we rely on the specialist
22 subcontractor and the lead designer and
23 Building Control.
24 Q. Right.
25 Can you provide any insight into whether anybody to

26

1 your knowledge ever actually even considered that it
2 might be important to provide vertical cavity barriers
3 within the crown itself to prevent any lateral
4 flame spread around the building at the top?
5 A. I don't recall.
6 Q. You don't recall.
7 New topic: plastering, and specifically
8 SD Plastering and materials and some of the works.
9 Can I ask you to start, please, by looking at
10 {RYD00029360}. This is an email from you to
11 Simon O'Connor and Alan Grint within Rydon, "Window
12 trims", and this is 29 January 2015, and you ask them:
13 "Gents,
14 "Can you do a list of materials for the window trims
15 and pipe boxing based on the showflat 145 and sent it
16 across to me and Zak [Maynard]? The surveyors will then
17 get a chance to order and compare against budget costs.
18 "I also had a thought that we might be able to use
19 plasterboard as a packer underneath the UPVC rather than
20 timber as it's cheaper. What do you think, will this
21 work?"
22 Is it fair to say, looking at that email, that your
23 primary concern, at least in relation to window
24 installation at Grenfell, was completing it as cheaply
25 as possible?

27

1 A. I think the -- I think, to be fair, budget was
2 a consideration, but also when you're working inside
3 people's homes, you need to look at the most efficient
4 way of completing the works with minimal disruption in
5 the quickest amount of time.
6 Q. Why would use of plasterboard as a packer rather than
7 timber give rise to minimal disruption and the quickest
8 amount of time?
9 A. Possibly easier to cut than it is timber. You would
10 only need a Stanley knife rather than a saw and whatever
11 other equipment. And it's what I had seen done
12 previously at Chalcots and at Ferrier.
13 Q. But this would be a material change in the product,
14 wouldn't it?
15 A. I think we always --
16 Q. Specification.
17 A. What, the plasterboard?
18 Q. Yes.
19 A. Plasterboard from timber, then yes, it would be, yes.
20 Q. Yes.
21 Did you discuss this change from timber to
22 plasterboard with anybody other than Mr O'Connor and
23 Mr Grint?
24 A. I don't recall, but I do know that we were looking at,
25 from a construction point of view and how you physically

28

1 construct stuff, again, minimal disruption, efficiency
 2 of time in people's homes, so we were bringing our
 3 knowledge from the previous projects to that element of
 4 the works. But there will be other people involved in
 5 that whole process.

6 Q. Did you ask anybody -- Studio E, Harley -- whether or
 7 not this change would have any effect architecturally or
 8 so far as compliance was concerned?

9 A. I'm not sure at that time we'd actually finished and
 10 decided the best way to construct the detail, so
 11 probably not at that time.

12 Q. Did you consider any other properties of the materials
 13 you were considering for use?

14 A. At that time, we were just -- we were taking our
 15 experience on previous projects.

16 Q. I see.

17 A. And my experience from not only Chalcots but Ferrier,
 18 and other projects that involved windows, was that would
 19 be a standard, if not exclusive way of us trimming the
 20 windows.

21 Q. Right.

22 Would it be common for you unilaterally to decide to
 23 change from timber to plasterboard without telling the
 24 architects, for example?

25 A. I think at that stage we were looking at -- we were

29

1 looking at how it can be constructed easily and
 2 delivered easily in -- within someone's home. So that's
 3 the thought process there. But the architect and,
 4 you know, ultimately I believe everybody knew what was
 5 being installed.

6 Q. Did you have any discussion with your client, the TMO,
 7 about whether you should switch from timber to
 8 plasterboard as a packer here?

9 A. I don't recall any conversations with the TMO.

10 Q. No.

11 Can I go, please, to {RYD00029476}. This is
 12 an email from you to Mr Grint. Could you just tell us,
 13 while we're on it, what Mr Grint's role was at this
 14 time?

15 A. He was one of the site managers.

16 Q. Yes.

17 A. But quite what his remit of what packages he was looking
 18 after -- obviously internal windows, but possibly other
 19 stuff as well, but I can't remember.

20 Q. Yes. This is 30 January 2015, and if we look at the
 21 second paragraph in that email, you say:

22 "I'm hearing from other sites that SD Carpentry do a
 23 really good job but are slow. As much as it pains me to
 24 say it their standard of work may be too good for what
 25 we need in refurb. Hopefully Dave will be ok with the

30

1 time frames above but if not we may have to let them do
 2 the new flats only and get another to do the internal
 3 works."

4 What do you mean when you say that SD Carpentry's
 5 work may be too good for what you need in a refurb?

6 A. Because they're a specialist carpentry firm that does --
 7 or in my experience had done some high-end carpentry
 8 works, and generally you'll find that -- how best to
 9 describe this?

10 If you took a joiner, it wouldn't be suitable for
 11 somebody doing carpentry on site, because the level of
 12 finish is completely different, and to trim windows you
 13 need somebody that is -- well, the quality still needs
 14 to be there, but you generally find that people that fit
 15 windows, trim windows, are often far quicker than sort
 16 of specialist carpentry firms.

17 Q. You see, you don't say there that SD Carpentry would be
 18 too expensive, it's just that their standard of work may
 19 be too good. Why was that a problem, if it wasn't
 20 a problem in terms of price?

21 A. I think it's more of an issue of how long it takes them
 22 to complete their works.

23 Q. That's not the sense one gets from this email. The
 24 sense one gets from this email is that a lower standard
 25 of work was acceptable for this refurbishment.

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1 A. Well, you know, I don't agree with that.

2 Q. What standard of work did you regard as sufficient for
 3 this refurbishment if SD Carpentry were too good?

4 A. The correct standard that was appropriate for what we
 5 were trying to install.

6 Q. What was it about this particular refurbishment,
 7 Mr Lawrence, which permitted a lower standard of work
 8 than SD Carpentry would provide?

9 A. There was nothing. The standard of work that I was
 10 looking for was what we had previously done, which
 11 I believe was a good standard of work, in the other --
 12 in my experience in the other blocks that we had done,
 13 and not just Chalcots and Ferrier, but all the other
 14 window replacements we had done on other types of
 15 properties.

16 Q. Mark Dixon is, or at least was at the time, the director
 17 of SD Plastering, wasn't he?

18 A. Yes, which is a completely different company to
 19 SD Carpentry, just not to be confused, sorry.

20 Q. Let's just explore that a bit if we need to.

21 Look at his witness statement, please. It is
 22 {SDP00000196/3}, paragraph 13, and this is under the
 23 heading "Instructions to Refurbish the Internal Window
 24 Surrounds":

25 "In or around April 2015, I was asked by an employee

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1 of Rydon, whose identity I cannot recall with certainty,
 2 if SDPL would provide a quotation for undertaking
 3 cosmetic works in finishing off the surrounds to newly
 4 installed windows in each residential unit at the
 5 Grenfell Tower. I believe that this request would have
 6 been made verbally during a conversation that took place
 7 on site (SDPL having already secured a contract to
 8 undertake dry-lining and plastering works at Grenfell
 9 Tower) between myself and one (or more) of the following
 10 individuals ..."

11 Then there is a list of them, and you are the third
 12 down on the list, Simon Lawrence. Do you see that?

13 A. Correct.

14 Q. Do you remember having a conversation with Mr Dixon
 15 about these matters at the time?

16 A. I think we'd all had numerous conversations about the
 17 windows and the trial flats and -- et cetera, et cetera.
 18 So it could be one of numerous. I don't recall anything
 19 specific that was involved.

20 Q. Right.

21 Now, this is SD Plastering. Was it you who
 22 approached SD Plastering, SDPL, to quote for this work?

23 A. I don't recall whether I did or one of the others did,
 24 but I may well have done, I don't recall.

25 Q. Right.

33

1 It's right, isn't it, I think, that Mr Dixon had
 2 formerly worked for Rydon as a contracts manager and
 3 a site manager?

4 A. Yes, Mr Dixon was my contracts manager when I started
 5 and possibly Simon O'Connor's as well. So yes, we --

6 Q. What steps did your -- sorry, do you want to finish your
 7 answer?

8 A. So we knew and trusted Mark well, yes.

9 Q. I see.

10 You drew the distinction between SD Plastering and
 11 SD Carpentry. Could you just help us with that?

12 A. Just two different -- completely different companies.

13 Q. Just coincidentally using the initials SD?

14 A. Yes.

15 Q. So SD Carpentry is not Mr Dixon?

16 A. No.

17 Q. I see.

18 Did you or anybody else at Rydon to your knowledge
 19 take any steps to check that SD Plastering was competent
 20 to carry out the reveal work on the windows that you
 21 were asking them to do?

22 A. Well, they did not only dry lining and plastering, but
 23 they also did sort of a general builder/handyman works,
 24 which would be the type of trade I would expect to be
 25 doing the window reveals.

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1 Q. Yes, that wasn't quite an answer to my question. I'll
 2 just ask it again: did you or anybody else at Rydon to
 3 your knowledge take any steps to check that
 4 SD Plastering was competent to carry out the window
 5 reveal work that you wanted them to do?

6 A. Apart from being competent to be on site and competent
 7 to be able to use a drill and a saw, I'm not sure what
 8 other specific competencies you would have for doing
 9 window reveals. I'm not aware of any.

10 Q. Let's look at {RYD00040686}. This is an email of
 11 6 May 2015 from Mark Dixon to Adam Marriott, copied to
 12 you, and the subject is "price for window surrounds".
 13 You can see that he attaches to that email "SDP front
 14 sheet quote", 6 May 2015, so the same day. Now, can we
 15 look at that document.

16 Before we do that, I should just show you the text
 17 of the email. He says:

18 "Dear all please find attached the quotation for
 19 carrying out the window surrounds at Grenfell, can I ask
 20 you to check the numbers as I am unsure about the three
 21 bed units as we have never been in one and the drawings
 22 are not clear."

23 If we can look at the attachment, then, that is at
 24 {RYD00088957}, and you can see from that that it's
 25 entitled "Grenfell window surrounds" and it's divided

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1 into columns. In the leftmost column A, "Description of
 2 item", you can see in the second line down that it says:

3 "place Celotex insulation to reveals and base of
 4 window."

5 Do you see that?

6 A. Yes.

7 Q. Did you read this at the time?

8 A. Probably not.

9 Q. Why not?

10 A. Because it was aimed at Adam, so it was aimed at our
 11 quantity surveyor, and I would expect him to pick up the
 12 numbers and report back if there was any issues.

13 Q. You were copied in on this email. Can I ask why, as
 14 contracts manager responsible for this project, you
 15 didn't read the attachment, which was the quotation?

16 A. Because it's a financial -- it's a financial --
 17 a financial document that's relating to a quantity
 18 surveyor. So I wouldn't necessarily pick up all of the
 19 attachments, otherwise I would be doing their work for
 20 them. So I would expect them to be opening it,
 21 understanding it, clarifying any points they need to
 22 clarify.

23 Q. You wouldn't be doing their work for them, would you, if
 24 you were just interested to open the attachment and see
 25 what it was that Mr Dixon was offering to do on the

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1 project?

2 A. Well, I don't recall seeing this document, and I didn't

3 open it.

4 Q. No, and I'm --

5 A. I would -- repeating what I was just saying, I would

6 expect -- it was -- I believe it was addressed to Adam,

7 so addressed to our quantity surveyor. I would expect

8 our quantity surveyor to make sense of that and then

9 report back as required.

10 Q. Yes, I'm just interested in why it was you didn't even

11 open the attachment and read it.

12 A. I don't recall. I don't know.

13 Q. Right.

14 Do you remember having any discussions with

15 SD Plastering, Mr Dixon or anybody else there or within

16 Rydon about this quotation?

17 A. Specifically about this quotation, I don't recall any

18 discussions, but ...

19 Q. So who would have read and approved this quotation

20 within Rydon, if not you?

21 A. It would have gone to the quantity surveyors for them to

22 clarify and check against budget what's been allowed

23 for, what hasn't been allowed for, and then an order

24 placed if appropriate, if required.

25 Q. Would you not have been interested to know, even if not

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1 the precise figures, which we can see in column D, what

2 works as a subcontractor SD were promising or indicating

3 that they would perform?

4 A. I think we knew, because I think we had had discussions,

5 the team, the site team, myself probably been in at

6 least one of them, on site as to how the window

7 surrounds were going to be finished.

8 Q. Right.

9 You told us you didn't read this document when it

10 arrived, but did you independently know that Celotex

11 insulation was going to be put in or around the reveals

12 and the base of the window?

13 A. I wouldn't necessarily have known it was Celotex as

14 a brand, but sort of solid board insulation was

15 discussed, yes.

16 Q. All right. Let's move through that to {SEA00003040/5},

17 please, in that run of drawings.

18 Now, this is one of a set of drawings from Harley

19 which had been through the architectural intent stamp at

20 Studio E, and looking at page 5, this is marked A,

21 status A, as you can see from the red stamp on the

22 right, by Neil Crawford on 16 January 2015, and stamped

23 "Approved for construction".

24 Before I ask you about the detail of this, can we

25 assume that this is a drawing that you would have seen,

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1 at least in copy, as part of the discussions between

2 Harley and Studio E --

3 A. Yes.

4 Q. -- at around that time?

5 Now, if you look at the middle of the drawing, in

6 respect of the window cill condition -- and it's up

7 there on the screen -- it says, "Insulation by others".

8 Do you see that?

9 A. Yes.

10 Q. Do you remember seeing drawings such as this which say

11 "Insulation by others" in that location?

12 A. I remember seeing this drawing, so yeah, if there's

13 others that are similar, then yes.

14 Q. You remember seeing this drawing specifically?

15 A. Yes.

16 Q. Right. Do you remember when? Was it at the time?

17 A. I would imagine -- I would imagine so, but --

18 Q. So mid-January 2015?

19 A. Yeah, I couldn't give you a precise date.

20 Q. What did you understand by the expression, "Insulation

21 by others"?

22 A. As in Harleys weren't expecting to carry out that part

23 of the works.

24 Q. Who were, to your knowledge?

25 A. Well, at that time, I don't know if we -- judging by the

39

1 timescale we just looked at with SD Carpentry and then

2 SDP, I don't think we had decided by then. Originally,

3 when we originally set out in the project, as we had

4 done previously, we were looking for and expected

5 Harleys to carry out the façade works, so the external

6 works, and the trimming of the windows, because there is

7 a co-ordination in time, products, et cetera, which is

8 what they had done for us at Chalcots and Ferrier.

9 Q. Does this tell us that at this point, January 2015,

10 Celotex had not been selected to your knowledge as the

11 product for insulation in this location?

12 A. I don't recall.

13 Q. We've seen --

14 A. Just insulation. I don't recall what insulation was

15 selected at this time or not.

16 Q. We've seen that by 6 May 2015, from the SD quotation,

17 they were quoting for placing Celotex in this location,

18 among others.

19 Can you help us with when Celotex was specified for

20 application in this location?

21 A. It probably would have been the -- when we were doing

22 the trial flat process. It wouldn't necessarily be

23 Celotex as a manufacturer specified. I think we were

24 looking at the amount of gap available and what

25 insulation to put in there with the purpose of cold

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1 bridging, that would have been the thought process at
 2 the time, and what would work underneath a soffit and
 3 window lining board.

4 Q. What I'm interested in, Mr Lawrence, is the
 5 circumstances in which and the time at which Celotex as
 6 a product or at least a brand came to be selected for
 7 use as insulation in that location?

8 A. I can't tell you the timescales, but it would have come
 9 out of the -- when we were trialling -- we did a trial
 10 flat, so there was an empty flat within Grenfell that
 11 the client kept empty and used as a show flat for
 12 residents and others, and we did that flat, trimmed it
 13 for inspection, and we went through several ways of how
 14 best to carry out the construction works.

15 Q. Can you help us more accurately with a date when that
 16 was or a date range?

17 A. Not without looking. I think there is probably reports,
 18 maybe a clerk of works report, saying that it's been
 19 finished, there will be other emails saying when it was
 20 finished, but I can't tell you what -- I don't know the
 21 timescale.

22 Q. Can you help us with who it was that chose Celotex as
 23 a product, or at least a brand, for insulation in that
 24 location?

25 A. As a brand, I don't know. I wouldn't imagine that

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1 anyone specifically targeted Celotex. I think it was
 2 more what was physically able to go in the gap and give
 3 support to the window lining board. So it would be
 4 a rigid insulation; not necessarily Celotex, but a rigid
 5 insulation.

6 Q. You see, somebody had chosen Celotex, as we've seen from
 7 the SD quotation, by early May 2015.

8 A. Yeah.

9 Q. What I want to know is: who was it? Who chose that?

10 A. I don't know.

11 Q. Why can you not explain --

12 A. Because all I can say --

13 Q. Why don't you know?

14 A. All I can say is that we looked at the construction
 15 details of how to -- you know, how to physically
 16 construct, given the constraints of those windows, what
 17 would fit in there, and a rigid board was agreed upon by
 18 all parties. Now, whether -- I don't believe anybody
 19 specifically went, "We want Celotex" or "We want
 20 Kingspan" or "We want AN Other"; it was just the fact of
 21 what rigid insulation board will fit in that gap,
 22 because the gap is small.

23 Q. Just following up on that, whose job was it to check the
 24 "Approved for construction" drawings prior to planning
 25 the work for the window reveals?

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1 A. Sorry, whose --

2 Q. Whose job was it to check the "Approved for
 3 construction" drawings, such as this, prior to planning
 4 the work to the window reveals?

5 A. So, well, in this instance it obviously goes from
 6 Harleys to Studio E. Yeah, is that what you're asking?

7 Q. I want to know whose job was it to check the "Approved
 8 for construction" drawings such as this -- it has
 9 a stamp, "Approved for construction".

10 A. If it's already been checked by Studio E then it would
 11 go to the package manager or the site team to look at to
 12 construct.

13 Q. But as part of that, whose job was it to specify this
 14 insulation in this location?

15 A. Well, what should have happened, you would expect the --
 16 either Harleys if they were doing the works or Studio E
 17 to specify the insulation.

18 Q. Do you know who specified Celotex for use in that
 19 insulation?

20 A. Not as a specific brand, no. No. Whether that come
 21 about from a discussion on site of, like I say, the
 22 whole site team, how do we practically complete the
 23 works, and then whether -- so rigid insulation was
 24 discussed, like I say, not necessarily a particular
 25 brand. Whether then Mark went and got prices for

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1 varying different brands, but it would have been seen by
 2 the team as a -- you know, a like-for-like product,
 3 whether it was -- in this instance, whether it was
 4 a Celotex, Kingspan or AN Other.

5 Q. I think the answer to my question, do you know who
 6 specified it, is no?

7 A. That's what I think I've said previously, but yes.

8 Q. It is, all right, thank you.

9 Can I take you to the NBS specification, which is at
 10 {SEA00000169/243} at the bottom of the page, where we
 11 can see P10, 235, "Compressible insulation in gaps". It
 12 goes on:
 13 "Manufacturer: Rockwool ..."
 14 Do you see that?

15 A. Yes.

16 Q. Below that it says, "Sundry insulation/proofing work",
 17 and also "Compressible insulation in gaps" -- so that's
 18 the whole page: "Sundry insulation work" at the top and
 19 "Compressible insulation in gaps" at the bottom, and as
 20 I say, you can see Rockwool specified there as
 21 a product.

22 You can see that the product reference is:
 23 "... Flexible slabs RWA45.
 24 "- Density: Not less than 45kg/m3.
 25 •" Material: Mineral wool to BS EN 13162."

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1 Did you or anybody else at Rydon to your knowledge
 2 refer back to this NBS specification to check which
 3 insulation product should be used to pack the window
 4 reveals prior to planning the work to those window
 5 reveals?
 6 A. I don't believe I did, but I don't know if anybody else
 7 did.
 8 Q. Right.
 9 Who ought to have checked the NBS specification for
 10 material selection prior to planning the work to the
 11 window reveals?
 12 A. I think we all should have done.
 13 Q. Can you explain why you didn't?
 14 A. Specifically details like that on site, I would expect
 15 the site team to ... I'm not there full-time managing
 16 the package works, so my view is a slightly high-level
 17 view, although I would still say that we should have
 18 checked it, and I do agree with that. But I would
 19 expect those managing the works on site to have more of
 20 an idea, a closer grip on the NBS spec, than someone
 21 like myself. But I do -- I do agree that we should have
 22 checked it.
 23 Q. Do you agree that the Rockwool or mineral wool
 24 stipulated in the NBS spec was not a like-for-like swap
 25 with the slabs that eventually found their way into the

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1 window reveal locations we have been looking at on the
 2 drawings?
 3 A. I agree they weren't mineral wool.
 4 Q. They weren't like-for-like.
 5 A. Whether they were like-for-like in performance, I can't
 6 tell you, but ...
 7 Q. I see.
 8 A. Probably unlikely, knowing what we know now.
 9 SIR MARTIN MOORE-BICK: They weren't compressible either,
 10 were they? The slabs are, as I understand it, pretty
 11 rigid. You can cut them to shape --
 12 A. Yes.
 13 SIR MARTIN MOORE-BICK: -- which might have been one way of
 14 fitting them into that rather awkwardly shaped void.
 15 A. Correct, yeah.
 16 SIR MARTIN MOORE-BICK: The Rockwool was meant to be
 17 compressible, which I assume is an alternative way of
 18 filling an awkwardly shaped void, by ramming it in.
 19 A. It is, yes, correct.
 20 SIR MARTIN MOORE-BICK: They're not the same, are they?
 21 A. No, you're right, they're not the same. I think the
 22 insulation was used in not just the awkwardly shaped
 23 void but also in the gap the other side of the existing
 24 window frame. So in that location, from a -- ignoring
 25 a performance point of view, a solid slab, you wouldn't

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1 need something that was compressible in that side of it,
 2 but the awkwardly shaped bit, yes, I take your point,
 3 yes, I agree.
 4 SIR MARTIN MOORE-BICK: All right, thank you.
 5 MR MILLETT: Just following up on that exchange, wouldn't it
 6 have been harder work and taken longer to go about the
 7 business of cutting the non-compressible or less
 8 compressible Celotex slabs than it would if you had used
 9 Rockwool, as specified in the NBS specification?
 10 A. Only in that awkwardly shaped void.
 11 Q. Right.
 12 Do you agree that if the NBS specification had been
 13 referred to, then it would have been clear that the
 14 selection of Celotex in May 2015 by SD Plastering was at
 15 odds with the specification?
 16 A. Yes.
 17 Q. And that that would have warranted an investigation and
 18 clarification?
 19 A. Yes.
 20 Q. And I think we take it that no such investigation or
 21 clarification was undertaken, was it?
 22 A. Not that I believe so, no.
 23 Q. Can I then look at {RYD00042486}, and I would like to
 24 have pages 1 and 2 {RYD00042486/2}, please, put up side
 25 by side.

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1 At the bottom of page 1 is an email from you to
 2 SD Plastering later in May, 27 May, regarding
 3 SD Plastering's making good of the replacement windows
 4 in the pilot flat, flat 145 and 17th floor communal. Do
 5 you see that?
 6 If you look at the top of page 2, you can see that
 7 it says -- actually, I would like to start at the bottom
 8 of page 1 and over to page 2. You say:
 9 "I then took a look at the window trimming which
 10 unfortunately wasn't the finished item that I was
 11 expecting. There are still some areas which need tidying
 12 up i.e. joint strips need installing, a couple of side
 13 trims outstanding and there is a large gap behind
 14 several reveal returns which are too large to mastic.
 15 Also Andy has used a different UPVC product than the
 16 original. It had more of a bull nose. Whilst I
 17 preferred the square edge, I'm not that fussed. However
 18 they now need to retrim the original window so it
 19 matches.
 20 "My biggest concern is how they have fitted the
 21 window boards compared to original attempt. It seems
 22 that because they have used a thicker board they have
 23 decided not to install a plasterboard packer below. In
 24 my opinion that was a big mistake. This means that now
 25 all of the windows have a void beneath them which is

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1 only partly stuck with grip fill . As soon as you press
 2 them they noticeably deflect . Some really badly. In my
 3 opinion this isn't acceptable and they all need
 4 reinstalling . Have a look and see what you think."

5 So, cutting a long story short, Mr Lawrence,
 6 fundamentally, you press on the cill of a new window
 7 frame, and because there is a gap between the cill of
 8 the new frame and the old timber reveals, the cill
 9 deflects . Is that what you are saying?

10 A. Yeah, correct, so --

11 Q. Yes.

12 A. Yes.

13 Q. We see the response to this email at {RYD00042488},
 14 please. This is a reply of the same day in the evening
 15 of that day from Mark Dixon to you:

16 "Evening Simon starting at the top see responses
 17 below."

18 And he says, about five lines up from the bottom of
 19 his email:

20 "We are still struggling to find our feet ..."

21 Do you see that?

22 A. Yes.

23 Q. "We are still struggling to find our feet on the window
 24 details and I'm still anxious that taking on these works
 25 is going to give me additional headaches I could have

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1 done without and add in the time scales I'm not looking
 2 forward to it . We are committed now so I need to find
 3 ways of making it easier and quicker before I add
 4 another team in before we have it under control."

5 Did that give you any cause for concern?

6 A. That just said to me that he was looking at his labour
 7 resource, because the trimming of the windows is a --
 8 well, not just trimming of the windows, but when you're
 9 working within occupied refurb and particularly within
 10 people's homes, you want to be sort of getting in and
 11 getting out with as least disruption as -- and it needs
 12 to sequentially go day by day. So that just says to me
 13 he's looking at getting another team or releasing
 14 another team from somewhere else.

15 Q. Yes. My question was: did it give you any cause for
 16 concern, Mr Lawrence?

17 A. No, because I trusted Mark to carry out the works.

18 Q. Did Mr Dixon's email prompt you to lend any assistance
 19 as to how the job could be made easier and quicker?

20 A. No.

21 Q. Why is that?

22 A. I'm not sure what I could have added to ...

23 Q. Well, did you instruct anybody else at Rydon to assist
 24 Mr Dixon in any way?

25 A. With what, finding him some labour?

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1 Q. Yes, or finding him any kind of assistance which would
 2 make it, as he says, easier and quicker?

3 A. No, I think that was -- I think Mark would solve that
 4 himself, and if he couldn't, then he would come to us
 5 and say he couldn't carry out the works.

6 Q. So I think the answer is no.

7 Did you just leave SD Plastering to find a solution
 8 and get on with it?

9 A. Yes.

10 Q. Did you yourself seek to ensure that the problem he was
 11 foreseeing at this stage was resolved?

12 A. Are we talking about labour resource here?

13 Q. I'm talking about what he is talking about, Mr Lawrence.
 14 He has identified a problem. My question is: did you
 15 take any steps to seek to ensure that the problem that
 16 he was foreseeing at this stage was resolved?

17 A. I'm ... I wouldn't have found labour for him. It would
 18 be for the subcontractor to be able to resource the
 19 works or not resource the works and let us know. So at
 20 this stage Mark is looking into what he can do and what
 21 he can't do.

22 Q. Let's look on.

23 The same day you, I think, email Mr Osgood and
 24 Simon O'Connor. If we can look at that, that's
 25 {RYD00042487}, "Subject: Showflat", and it's quite

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1 a long email. You say:

2 "Gents,

3 "I've sent an email tonight to Mark explaining my
 4 thoughts and asking him to call me when he is on site
 5 tomorrow. I thought it best to not copy everyone in so
 6 hopefully he doesn't get defensive about the work.

7 "I've also made Steve Blake aware so he isn't
 8 shocked when he visits tomorrow.

9 "Overall I am extremely upset that we have got to
 10 today and in my opinion are nowhere near having the flat
 11 in a show condition. It shouldn't take me to visit and
 12 noticed the issues straight away. Apart from being
 13 unfinished in areas the bouncy window board is a
 14 disaster. I still can't understand how it hasn't been
 15 noticed before.

16 "I'm expecting to be called to account from Steve
 17 and quite frankly I haven't got any good excuses. The
 18 only saving grace is that the Client's Director isn't
 19 planning on visiting tomorrow as first thought.
 20 Whatever happens that flat has got to be top notch ready
 21 for inspection by the client next week. I expect
 22 nothing short of a quality job.

23 "Please ensure this happens. It's our last chance."

24 Who did you consider should take responsibility for
 25 rectifying what you call a "disaster"?

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1 A. I would have thought that should be led by the site, so
2 Simon O'Connor, and Danny was overseeing the -- at that
3 stage was overseeing the installation of that.

4 Q. So not you, then?

5 A. No. I'm not on site full-time. I'm visiting site
6 a couple of days a week. I don't oversee the day-to-day
7 installation and site works. That's the site team's job
8 to do that.

9 Q. Right.

10 Now, specifically focusing on the unfinished areas,
11 the bouncy window board which you described as
12 a disaster, focusing on that, I think Mr Dixon addresses
13 this in his witness statement, which I'm going to show
14 you. Can I please have {SDP0000196/4} now, and this is
15 paragraph 16. He says there:

16 "As the new windows were installed beyond the
17 original building line, a gap was created between the
18 newly installed windows and the old timber window
19 surrounds (which remained in situ following the removal
20 of the old aluminium framed windows). The width of the
21 gap was approximately 60mm - 100mm; that depth varying
22 slightly between the units."

23 Then at paragraph 17 he says:

24 "One of the Management Team explained that they were
25 not happy with the standard of finish that had been

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1 achieved because, amongst other things, the plastic
2 soffit and fascia boards were prone to 'bowing'."

3 Then at 18 he says, you see this in the second
4 sentence:

5 "We noted that the 'bowing' occurred where the
6 plastic soffit and fascia board spanned the gap, as
7 nothing had been used to bridge the gap in order to
8 provide the necessary support to the plastic soffit and
9 fascia board. An EDPM gasket had been installed around
10 the new window to create a weatherproof seal, which
11 meant that it was not possible to see the interface
12 between the new window unit and the surrounding walls."

13 Now, do you agree that the gap which Mr Dixon is
14 referring to here is the gap which you flagged up in
15 your email to him of 27 May which we just looked at?

16 A. Sorry, can I go back to that email that was sent?

17 Q. Yes.

18 A. I believe so, yes, I believe so.

19 Q. Okay.

20 Did you get on to Studio E, or Harley for that
21 matter, at this point and raise this bowing issue with
22 them?

23 A. No, at that stage we were doing the show flat, so the
24 trial flat, 145, and like I say, working out with the
25 subcontractor and the site team how best to construct

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1 the works.

2 Q. So would it be fair to say that you didn't see this as
3 a job for Studio E or Harley but purely for your site
4 team?

5 A. I saw it as our input of how we -- that's our input for
6 construction details, or our input to give advice on how
7 best to construct the details. So that's what we were
8 doing.

9 Q. Right, without going back to Studio E or Harley?

10 A. At that stage, yes. We were using our subcontractor and
11 our knowledge of, you know, timber and window boards,
12 et cetera, trims, et cetera, how best it would
13 physically work.

14 Q. Right.

15 Let's look at paragraph 19 of Mr Dixon's statement.
16 He says:

17 "One of the Management Team instructed SDPL to
18 produce an alternative configuration for finishing off
19 the window surrounds that (i) was more aesthetically
20 pleasing than the example window surround; (ii) was
21 easier to install than the example window surround; and
22 (iii) would remedy the 'bowing' in the example window
23 surround ('the Works')."

24 I think, by "management team", Mr Dixon means to
25 refer to Rydon.

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1 On your knowledge, was it Rydon who instructed SDPL
2 to produce an alternative configuration for finishing
3 off the window surrounds that satisfied those three
4 requirements?

5 A. Yes, I would assume so, yes.

6 Q. Do you know which individual at Rydon gave those
7 instructions?

8 A. No, it could be -- no.

9 Q. No. It wasn't you?

10 A. It could be -- like I say, there was various points
11 where we've all been into the flat and all seen the
12 works and commented on the works, quite often with all
13 of us standing round together, giving our opinion on
14 whether we think it's visually acceptable or not
15 visually acceptable. So it could be a number of people.

16 Q. He says here -- and obviously we may need to explore
17 this with him -- that SDPL were instructed to produce an
18 alternative configuration. Was it your understanding
19 that they were in essence just told to get on with it?

20 A. Yeah, we would have all had an input. Like I say, Rydon
21 as a management team and the managers looking after it
22 we would have had an input as what we think the best
23 visual outcome is.

24 Q. Did Rydon have any input into the production of the
25 alternative configuration that he is referring to here?

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1 A. I think that's what I've just said.
 2 Q. What was that input?
 3 A. By us all standing round and saying, "Will that work?
 4 Will this work? Can we do it like this? Is there
 5 another way of doing it?" to get the best and most
 6 efficient job.
 7 Q. So was this discussion on site with the bowing example
 8 in front of you?
 9 A. I believe that would -- well, I don't recall the exact
 10 discussion, but I would imagine that that would be
 11 standing there in front of the example, the show flat
 12 example, to see what would work.
 13 Q. Right.
 14 You see, the impression one gets from what he
 15 says -- and, again, we'll have to explore it with him --
 16 is that Rydon had instructed SDPL to produce
 17 an alternative configuration; that rather gives a sense
 18 that they were sent away to come up with something. Is
 19 that wrong?
 20 A. Not entirely, but it's not as black and white as that.
 21 We've got -- SDP have carried out some works in a show
 22 flat, as an example. We, as Rydon, have commented on
 23 that and said, "We would like you to improve that, can
 24 we do this, can we do that", with them all together, and
 25 then they've had another go, effectively .

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1 Q. So --
 2 A. Which is a normal sort of sample process on site,
 3 really .
 4 Q. Trial and error on site?
 5 A. On something like this, yes.
 6 Q. Right. Well, on this? Not something like this .
 7 A. On this, yes.
 8 Q. Yes.
 9 Now, Mr Dixon goes on in paragraph 20 at the foot of
 10 that page to say:
 11 "SDPL did not receive any instructions from Rydon,
 12 nor any other entity, concerning compartmentation and/or
 13 fire resistance in respect of the Works."
 14 Do you agree with that?
 15 A. Yes.
 16 Q. Do you know why SD Plastering was not given any
 17 instructions in respect of fire resistance?
 18 A. I don't think any of us were aware of the regulations
 19 relating to that. I think we were basing our knowledge
 20 on what we had done previously over the -- like I said
 21 before, pretty much -- I'm not sure I can recall any
 22 window that -- in my experience, working with Rydon,
 23 that we put in that hasn't been trimmed in the same way.
 24 MR MILLETT: Mr Chairman, we are midway through a topic,
 25 I am afraid, and therefore this is as convenient

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1 a moment as any to have the mid-morning break.
 2 SIR MARTIN MOORE-BICK: Yes. We probably should take it now
 3 as we have been running nearly an hour and a half .
 4 Mr Lawrence, we will have a break now.
 5 THE WITNESS: Thank you.
 6 SIR MARTIN MOORE-BICK: Usual rules apply, please, no
 7 talking to anyone about your evidence while you're out
 8 of the room, and we will come back at 11.40, please .
 9 THE WITNESS: Thank you.
 10 SIR MARTIN MOORE-BICK: If you would like to go with the
 11 usher, please .
 12 (Pause)
 13 11.40, then, please. Thank you.
 14 (11.23 am)
 15 (A short break)
 16 (11.40 am)
 17 SIR MARTIN MOORE-BICK: Ready to carry on, Mr Lawrence?
 18 THE WITNESS: Yes.
 19 SIR MARTIN MOORE-BICK: Thank you very much.
 20 Mr Millett .
 21 MR MILLETT: Mr Lawrence, can I ask you to look at
 22 Mr Dixon's witness statement, page 7 {SDP00000196/7},
 23 paragraph 32.2, and in there you will see that he is
 24 talking about materials, and under 32.2 he is talking
 25 about Kingspan Thermapitch insulation boards, and he

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1 says that they were:
 2 "... purchased from CCF Ltd and were used to bridge
 3 the gap. They were used interchangeably with the
 4 Celotex Boards depending on their availability from
 5 SDPL's suppliers. This was not considered to be an
 6 issue in light of the fact that the insulation boards
 7 were only being used to bridge the gap in order to
 8 provide support for the plastic soffit and fascia boards
 9 (and not for their thermal properties)."
 10 Do you see that?
 11 Do you agree that the internal lining of the windows
 12 formed part of the external envelope of the building?
 13 A. That's not how we would have seen it, no.
 14 Q. You weren't seeing it that way?
 15 A. No.
 16 Q. Does that tell us that you didn't think that all
 17 insulations used in the windows or around the windows
 18 should have been of limited combustibility?
 19 A. We saw them as two -- I would have seen them as two
 20 separate -- or we would have all seen them as two
 21 separate, an inside and an outside.
 22 Q. Right.
 23 Now, Harley, I think, were not supervising or
 24 involved in this part of the work; is that right?
 25 A. No. The intention was that they would do it initially

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1 but then they -- for whatever reason, I can't
 2 remember -- decided that they wouldn't carry out the
 3 internal works.
 4 Q. SD Plastering wasn't a design subcontractor, was it?
 5 A. No.
 6 Q. So in terms of the role of approving the use of
 7 25-millimetre Kingspan Thermapitch insulation boards,
 8 that would have been a choice by Rydon, would it?
 9 A. And that should have gone to Studio E to be checked.
 10 Q. But is the answer to my question yes?
 11 A. Yes.
 12 Q. If you look at 32.1, "25mm Celotex TB4000 Insulation
 13 Boards", same question: it would have been Rydon -- is
 14 this right? -- that would have approved the use of that
 15 product?
 16 A. Yes, we wouldn't have known the specific or necessarily
 17 been aware of specific TB4000, I wouldn't have known
 18 that but --
 19 Q. Did you yourself personally approve the use of these two
 20 products?
 21 A. I think as a team we agreed that that was the way
 22 forward. I don't think there was any formal approval
 23 process of that apart from showing the finished product
 24 to the clerk of works, client team. I believe
 25 Building Control ended up seeing it, but there wasn't

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1 a formal approval process like you would do with
 2 a façade, for example.
 3 Q. Right. But you yourself, were you personally involved
 4 in the decision to select these two products?
 5 A. We were all involved in how that was constructed, yes.
 6 Q. All right. You say all; all involved at Rydon?
 7 A. At Rydon, yes.
 8 Q. Right.
 9 Did you know that Celotex TB4000 was a fire class F
 10 product?
 11 A. No.
 12 Q. So you wouldn't have known, therefore, that it was not
 13 a material of limited combustibility?
 14 A. Correct.
 15 Q. And therefore should not have been used in this
 16 application?
 17 A. If that's what the regs are saying, then I agree.
 18 Q. Can you account for how it comes about that Rydon were
 19 selecting material that the regulations say should not
 20 have been used in that location?
 21 A. I don't think we were cognisant that there were
 22 regulations relating to the window linings internally,
 23 and we were doing a process that we had always done in
 24 my previous experience with Rydon.
 25 Q. You see, in this part of the works, you regarded this as

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1 not part of the building envelope, I think as you said
 2 a moment ago.
 3 A. Yes.
 4 Q. This was inside and not outside.
 5 A. Yes, we --
 6 Q. And therefore you didn't have a specialist subcontractor
 7 in relation to this part of the works, did you?
 8 A. No, I'm not sure there particularly is a specialist
 9 subcontractor when it comes to --
 10 Q. No.
 11 A. -- window trimming.
 12 Q. Therefore, as the contractor, you would have no one to
 13 fall back on, and you yourselves were responsible --
 14 you, Rydon -- for ensuring that whatever products or
 15 materials were used in these locations, they were
 16 compliant with the Building Regulations; do you accept
 17 that?
 18 A. I accept that.
 19 Q. And that they weren't.
 20 A. I don't know that. If you're telling me they weren't,
 21 they weren't.
 22 Q. And that you ought to have checked.
 23 A. We ought to have put that through Studio E and it should
 24 have gone the approval route, yes.
 25 Q. Did you ever actually ask Studio E: are these two

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1 products, Celotex TB4000 and Kingspan Thermapitch,
 2 suitable for use in this location?
 3 A. I personally didn't but --
 4 Q. Do you know whether anybody else did?
 5 A. I don't know.
 6 Q. Mr Dixon goes on at the bottom of page 7
 7 {SDP00000196/7}, paragraph 33, to say:
 8 "These materials were selected by reason of the fact
 9 that (i) SDPL had experience of using those products;
 10 (ii) the products were readily available from SDPL's
 11 suppliers; and (iii) they fulfilled the criteria for the
 12 Works in providing an acceptable decorative finish to
 13 the window surrounds following the completion of the
 14 Glass Works by Harley."
 15 Now, Mr Dixon appears to be saying that Rydon had no
 16 input into the specification of those materials and it
 17 was left to Mark Dixon to choose and source. It sounds
 18 from the answers you were giving me a moment ago about
 19 Rydon's involvement that that's not right. Can you
 20 comment?
 21 A. Mark would have chosen where he got the materials from,
 22 and I think, as we said a little while ago, that we were
 23 looking at a rigid insulation and that's as far as
 24 a selection would have gone.
 25 So Mark would have gone away and looked at his

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1 supply chain or his -- yeah, his supply chain to find
 2 what rigid insulation would fit in that thickness that
 3 he needed to complete the works.
 4 Q. So is this right: that you, as you understood it, were
 5 relying on him simply to source the material rather than
 6 make a decision about what should be used?
 7 A. When it comes to actual brand and model, shall we say,
 8 of material, yes. We only had discussion about the --
 9 looking at solid board insulation and that's what the
 10 discussion was about.
 11 Q. Moving on, then, and away from Mr Dixon's statement, can
 12 we then go back to the story. {RYD00042486}. I would
 13 like to look with you, please, Mr Lawrence, at the top
 14 email in that chain. This is from you to Steve Blake of
 15 27 May 2015. This is back to the disappointing state of
 16 flat 145, Mr Lawrence. You say:
 17 "I've been to site today and taken a look at the
 18 flat. To be fair I'm really disappointed and extremely
 19 unhappy with our progress and quality. Whilst Mark's
 20 lads haven't helped the matter, our management hasn't
 21 done anything about it. I don't understand why it takes
 22 me to notice these items. I can only assume that those
 23 responsible our end haven't visited the flat during the
 24 installation process.
 25 "Either way if you do visit site tomorrow be warned.

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1 Danny and Simon are aware again of what is needed. I'll
 2 speak to [them] every day until it is completed."
 3 When you say "our management" -- you can see the
 4 words "our management hasn't done anything about [the
 5 problem]" -- who were the "our management" that you
 6 meant there?
 7 A. The management on site, so Simon leading the project,
 8 and then Danny overseeing the installation from a Rydon
 9 management point of view.
 10 Q. Just to be clear, Danny is Daniel Osgood?
 11 A. Yes. Sorry, yes.
 12 Q. I see. Can we look then on at {RYD00042888}.
 13 This is an email from Mark Dixon to Zak Maynard and
 14 James Clifton. We know who Zak Maynard is. Can you
 15 tell us who James Clifton is?
 16 A. James Clifton is a quantity surveyor who I believe took
 17 over from Adam Marriott.
 18 Q. So within Rydon?
 19 A. Yes.
 20 Q. He addresses the work to the window trims, and he says
 21 in the first paragraph:
 22 "Zak as it stands today these works are going to be
 23 difficult and this is not an element that we wanted to
 24 do and still don't so are carrying it out because no one
 25 else wanted to."

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1 Did you read this email at the time? It's copied to
 2 you.
 3 A. I may have done. I don't recall it, but I may have
 4 done.
 5 Q. Do you remember whether you did anything to address
 6 Mr Dixon's concerns about the difficulty of the job?
 7 A. I don't recall doing anything, but I don't really recall
 8 this email, so ...
 9 Q. He goes on to say:
 10 "What I can't do is lose money on it, I have already
 11 changed from my original team as the prices did not work
 12 for them and I am wrestling with keeping the team in
 13 place that I have and had to increase their prices to
 14 keep them interested in wanting to stay."
 15 Did you appreciate at the time Mr Dixon's concerns
 16 about keeping people involved and interested?
 17 A. It's not a ... carrying out the window trimming works is
 18 not a package of works that is particularly attractive
 19 to subcontractors, I think it's probably fair to say.
 20 Q. Yes. Were Mr Dixon's sentiments as expressed here not
 21 a cause for concern to you?
 22 A. (a) I don't recall them, but no, I think that's probably
 23 a -- the general negotiation and conversations on site.
 24 That's not unusual. That's --
 25 Q. No, it may not be unusual, but was it not a cause of

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1 concern?
 2 A. No, not particularly.
 3 Q. Did you think about --
 4 A. It's only a cause of concern if he says he can't do the
 5 works and then we have no subcontractor to carry it out,
 6 then it's a cause of concern. But we trusted and knew
 7 Mark would do the best he can to carry out the works.
 8 Q. Did you have a thought about changing contractors and
 9 getting somebody who was a bit more interested in the
 10 job?
 11 A. I think we'd already looked at others previously.
 12 Q. So you had looked at others previously -- is this
 13 right? -- and Mr Dixon was the only one who would take
 14 it on?
 15 A. Probably at that stage was the -- yes, was the most --
 16 Q. Right.
 17 A. -- keen at that stage.
 18 Q. He goes on to say in the second part of that long
 19 paragraph, two lines up from the bottom of it:
 20 "These works have started much later than you
 21 planned meaning I am being asked to increase the
 22 programme to two teams at some point which again gives
 23 me a lot of pressure I don't need at this point."
 24 Were you not concerned that this subcontractor group
 25 or subcontractor team were under a lot of pressure at

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1 this time, partly due to the programme?
 2 A. I wasn't concerned about it -- overly concerned about
 3 it, no.
 4 Q. Did you just leave SD Plastering to their own devices?
 5 A. In what respect?
 6 Q. Just let them get on with it despite the pressure?
 7 A. Well, I think there's degrees of pressure, and I ...
 8 I don't really see what big pressure there is on that as
 9 a programme, pressure for us as a whole.
 10 Q. Now, going back to Mr Dixon's witness statement, if we
 11 can, please, this is {SDP0000196/6}, he says at
 12 paragraph 28 there:
 13 "Once the Works in the Pilot Unit had been
 14 completed ..."
 15 Pausing there, is that the show flat?
 16 A. That's 145, yeah.
 17 Q. "... one of the Management Team (although I am unable to
 18 recall which specific individual) inspected the same and
 19 confirmed that they approved the Works such that they
 20 could then be replicated throughout the units."
 21 Do you agree that it was Rydon that inspected the
 22 work in the pilot unit and gave that confirmation?
 23 A. I agree that Rydon would have inspected it, one of the
 24 site management team would have inspected it. It would
 25 have also gone to the TMO and the clerk of works to

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1 inspect as well and give their consent.
 2 Q. I see. Who at the TMO are you referring to?
 3 A. That probably would have been Claire.
 4 Q. Do you remember? Do you remember Claire inspecting the
 5 finished works in flat 145?
 6 A. I don't remember specifically, but then I may not have
 7 been there when they were carrying out those
 8 inspections.
 9 Q. Does the approval or the confirmation to which Mr Dixon
 10 refers extend to approving filling the various gaps that
 11 we have been through this morning?
 12 A. It's approving the overall appearance. It's the overall
 13 appearance, so they're happy to offer the appearance and
 14 finish to their residents.
 15 Q. I see. So when you agree with me that the Rydon
 16 management team confirm that they approved the works,
 17 the confirmation extended only to appearance and not to
 18 the substance or compliance with Building Regulations or
 19 anything of that nature?
 20 A. Well, at that stage I don't believe any of the Rydon
 21 team were aware that there were any ... we felt that it
 22 would -- or, I speak for myself, the others I'm sure
 23 would say the same, we felt it was an aesthetic finish
 24 product.
 25 Q. What steps, if any, were taken to ensure that

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1 SD Plastering's work was properly checked following that
 2 approval by Rydon?
 3 A. Checked as in it would have been gone through a quality
 4 process, a snagging process --
 5 Q. You're quite right, that was a better way of putting the
 6 question.
 7 What process after this approval did these finishes
 8 in that flat go through?
 9 A. So after Rydon had -- so SDP would check it themselves
 10 and make sure it was aesthetically -- they were able to
 11 offer it to Rydon. Rydon would carry out the same
 12 process, would snag it, as we call in the trade. It
 13 would then go to the TMO, and the clerk of works would
 14 have been invited to comment on the finished product as
 15 well.
 16 Q. Now, can we turn to {RYD00042485}. We're still in
 17 27 May 2015, and your discussions with Mr Dixon. This
 18 is now 7.13 on that day, your email to him, still on the
 19 subject of flat 145. We have already, I think, looked
 20 at this, because we have looked at the middle paragraph
 21 about the noticeable deflection.
 22 I just want to pick up the second-from-last
 23 paragraph in that document. You say:
 24 "I appreciate that we've dropped this on you at last
 25 minute but we are under massive pressure and criticism

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1 from the rebel residents about our quality of work. I'm
 2 being called to answer questions and defend our actions
 3 by Client, CCS, etc. So far their points are unfounded
 4 but I need to ensure our finish is good quality
 5 especially on the show areas."
 6 CCS, who was that?
 7 (Pause)
 8 A. I don't ... I don't know. I don't know.
 9 Q. No?
 10 A. No, I don't know. Sorry, I don't ...
 11 Q. Right.
 12 You refer in the second line there to pressure and
 13 criticism from the "rebel residents". Who were the
 14 "rebel residents", Mr Lawrence?
 15 A. At the time there was a vocal group of residents that
 16 either didn't want the work to proceed or wanted it to
 17 proceed in a different way, and things like boilers
 18 installed in different areas, and they weren't happy
 19 with the TMO and the way the work was progressing. And
 20 as is usual within occupied refurb, not only the client
 21 but ourselves carry out workshops, is probably the best
 22 way of describing it, showing -- offering the -- to
 23 consult with the residents and showing them the products
 24 they're getting and talking them through it and --
 25 et cetera, et cetera. And there were some residents

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1 that -- a group of residents that weren't happy overall
 2 with the (inaudible) there.
 3 Q. Had you been briefed by the TMO about what you describe
 4 as the "rebel residents"?

5 A. I think we were made aware from the TMO that there was
 6 quite a strong resident voice within Grenfell, yes.

7 Q. What information had been given to you that allowed you
 8 to form the impression that some of the residents were
 9 "rebels", in your words?

10 A. I think at that stage there was a group that printed
 11 posters, stuck them on their doors, and refused to allow
 12 access for the works to be carried out.

13 Q. On what issues, to the best of your recollection, were
 14 residents complaining at this point?

15 A. I think the main discussion was around the HIU, which is
 16 the -- I'm going to call it a boiler for -- it's not
 17 quite, but a boiler, and the position of where that
 18 boiler went within their flats. I think the fact that
 19 they had surface pipework as part of their new heating
 20 system, there were some elements that a group weren't
 21 happy with.

22 Q. You say here, "So far their points are unfounded". What
 23 was Rydon's process, or was there a process at Rydon,
 24 for dealing with residents' complaints such as the ones
 25 that you're referring to here?

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1 A. Yeah, on site we had -- we had resident liaison
 2 officers, as we called them, RLOs, and they would
 3 deal -- I'm going to put it in a crude term, and this
 4 isn't -- for the layman, sort of customer service, and
 5 they would deal with the complaints from the residents,
 6 log them and then pass them on to the site team and/or
 7 client as required.

8 Q. At this time, May 2015, who was the RLO or RLOs on site
 9 in relation to this project?

10 A. I think in May it would have been Lynda Prentice was
 11 permanently based on site, and I think Christina was her
 12 manager at the time, and I'm not sure if she was based
 13 on site or whether she was visiting. Probably visiting.

14 Q. Did you personally have contact with Lynda Prentice or
 15 Christina in relation to complaints?

16 A. We would know -- yes, we would know about the
 17 complaints.

18 Q. Did you have personal contact with Lynda Prentice and
 19 with Christina, who were on site?

20 A. They were on site, so yes, I would see them on site, and
 21 if I needed to deal with something, then they would call
 22 or email.

23 The first port of call would be dealt with at a site
 24 level, so Simon O'Connor and the team, and generally
 25 I only got involved when ... when the complaints

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1 needed -- couldn't be resolved, and/or I generally led,
 2 from a Rydon point of view, the sort of stakeholder
 3 engagement meetings with the client.

4 Q. We're going to come to that shortly.

5 Before we leave this email, can you tell us what
 6 actions you had taken yourself, Mr Lawrence, to satisfy
 7 yourself that their points, as you say, were
 8 "unfounded"?

9 A. I don't know which specific points we're talking about.
 10 I guess it was the HIU, and we carried out extensive
 11 work trying to install it in the best position.

12 Q. Right.

13 Before we leave that email, can I just see if I can
 14 remind you of something called the Considerate
 15 Contractor Scheme, which might be a clue as to what CCS
 16 means.

17 A. Yes. I acknowledge that, I just don't understand why
 18 the Considerate Contractor Scheme would necessarily be
 19 in reference to that, but it may well be, yes. They
 20 would look at complaints. If any of the residents had
 21 called them, then yes, they would deal with those
 22 complaints and forward them on to us.

23 Q. Just to help us, CCS is a body, is it?

24 A. Yes.

25 Q. And it's a body that assists residents -- is this

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1 right? -- to deal with complaints, or assist them with
 2 their complaints, against contractors on projects?

3 A. It's an independent body that most contractors sign up
 4 to, and with the intention that it raises the profile of
 5 the construction industry, and part of the service they
 6 offer is a helpline, I suppose is probably the best way
 7 of putting it, where if a member of the public, whether
 8 it be a resident or a member of the public walking past
 9 any building site, has any concerns, they can ring up,
 10 log the complaint with the CCS and then the CCS will
 11 then ensure that it comes to the appropriate person on
 12 the appropriate site.

13 Q. Was Rydon a member of the CCS?

14 A. Yes.

15 Q. At this point, or by this point, had you had
 16 communications with the CCS about complaints raised by
 17 residents at Grenfell Tower?

18 A. I don't recall any coming in specifically from the CCS,
 19 but they may have done.

20 Q. I just wonder why you referred to the CCS in this email.

21 A. There may have been a complaint; I don't recall any
 22 though.

23 Q. I follow.

24 Can I then turn to look at the topic of residents'
 25 complaints a little bit more closely, away from the

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1 specifics of this email.
 2 Going back in time, you I think attended the tender
 3 interview for the Grenfell Tower project along with
 4 Christina Stephanou and Alan Sharrocks.
 5 A. Correct.
 6 Q. And Christina Stephanou, is that the Christina you were
 7 referring to earlier in your answers?
 8 A. Yes.
 9 Q. Can I ask you to look first , please, at {ART00002192}.
 10 This is Artelia 's tender report of 11 March 2014, "Final
 11 draft tender report on enhancements and improvements to
 12 Grenfell Tower", as you can see.
 13 Can we go, please, to page 117 {ART00002192/117}.
 14 This is part of the report dealing with the interview,
 15 the tenderers' interview, and interview questions.
 16 There is a scenario which is identified or explained
 17 there, and the question sets out a hypothetical scenario
 18 and a number of questions.
 19 Let's just look at the third or fourth paragraph:
 20 "You are currently working on floors 10 to 13 but
 21 there are two flats you have been unable to gain access
 22 to.
 23 "There have been some resident complaints - these
 24 have mainly related to the lack of availability of the
 25 lifts in the morning 'rush hour' and the continual noise

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1 of drilling through the concrete. One resident is a
 2 night shift worker so has been particularly affected .
 3 The Grenfell Action Group has made formal complaints to
 4 the Directors of KCTMO and encouraged negative press
 5 involvement."
 6 Now, this is , as I understand it -- correct me if
 7 I'm wrong, Mr Lawrence -- a hypothetical scenario.
 8 A. It appears that way. I mean, I'll tell you -- yes, it
 9 appears that way.
 10 Q. Do you recall being asked this question at the
 11 interview?
 12 A. Not specifically , but the interview ... what I do recall
 13 of the interview, the -- part of the process was
 14 unusual, by the fact of you had -- you didn't know all
 15 the questions you were going to be asked before you went
 16 in. So you knew some of the questions, so you could
 17 prepare, and then there was I think one question where
 18 you were given a -- given the question at the time, had
 19 20 minutes to prepare, and then you had to provide
 20 an answer.
 21 So this may have been one -- I don't know if they're
 22 all the same scenarios for all the different
 23 interviewees or whether they were different ones. So
 24 this may have been the one that we got.
 25 Q. Okay.

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1 I described it as a hypothetical scenario. Were you
 2 aware before the interview of actual complaints raised
 3 by actual residents in relation to the refurbishment as
 4 it stood at that stage?
 5 A. I think the only thing that we had seen is any online
 6 presence, the Grenfell Action Group, to previous works
 7 and previous issues .
 8 Q. Right. I was going to ask you, had you actually heard
 9 of the Grenfell Action Group before the tender
 10 interview?
 11 A. Only for -- when the tender originally came in and we
 12 heard the name of the block, it wouldn't be unusual to
 13 google and get some background information, and that was
 14 one of the things that came up.
 15 Q. Right.
 16 So can we leave it this way at this point: although
 17 this was a hypothetical scenario, you were aware at the
 18 interview that the existence of the Grenfell Action
 19 Group was not hypothetical, it was real?
 20 A. Yes.
 21 Q. Did complaints of the nature anticipated by this
 22 question in fact arise during the works?
 23 A. They may have done. I mean, I wouldn't have seen or
 24 dealt with all the complaints, so they would have been
 25 dealt with by the site team mainly. But, yes, it's

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1 highly likely they could have done, yes.
 2 Q. Once you had -- or even before, perhaps -- won the
 3 tender, did the TMO ever explain to you how complaints
 4 of this nature set out in this interview question should
 5 be dealt with by Rydon?
 6 A. We -- I mean, we had an RLO process whereby the
 7 residents would be encouraged to come and talk to the
 8 RLOs. The RLOs would be in contact with them anyway
 9 throughout the works because they would be arranging the
 10 bookings to gain access to their properties. So we
 11 knew, you know, we had a process in place where if
 12 a resident had a complaint, they would come to a RLO, it
 13 would be logged, passed on to the relevant manager or
 14 client . There was also the housing office where the
 15 residents would often go or could go to with any
 16 complaints or issues , and the housing office and the
 17 RLOs met frequently to try and deal with the complaints
 18 from the residents .
 19 Q. Yes. My question was: did the TMO ever explain to you
 20 how complaints of this nature should be dealt with? I'm
 21 asking really about what the TMO told you rather than
 22 the system you had in place.
 23 A. Apart from making them aware, I don't think they
 24 necessarily actually told us there was a scripted
 25 process.

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1 Q. Can we turn to {RYD00012107}. This is an email from
 2 Claire Williams of 14 July 2014, so three or four months
 3 or so after you had won the tender, and it goes to you
 4 and Simon O'Connor. The subject is, "Cllr F-M" --
 5 that's Feilding-Mellen, as far as we can tell .
 6 A. Correct.
 7 Q. "... coming to Grenfell - Tuesday 9.30am".
 8 She says:
 9 "I see Rydon and Studio E both get mention in the
 10 Grenfell Action Group blog now - you have arrived!"
 11 What had Ms Williams told you about the
 12 Grenfell Action Group and the residents associated with
 13 it?
 14 A. I don't ... I don't recall specific elements at that
 15 time that -- I don't really recall, I just remember
 16 there being -- being made aware that there were several
 17 vocal residents, one of which could be extremely vocal
 18 and was quite well known by the TMO.
 19 Q. Can you give us a name?
 20 A. I'm not sure that's appropriate, really, is it?
 21 Q. Well, I'm asking you. If I'm asking you, assume that
 22 it's an appropriate question and an appropriate answer.
 23 Can you give me a name?
 24 A. Yes, sorry. Yes, I could give you a name.
 25 Q. Who is that?

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1 A. Eddie Daffarn.
 2 Q. What had Ms Williams told about the Grenfell Action
 3 Group?
 4 A. Just what I said, that they had a strong voice and they
 5 were ... yeah, that they had a strong voice, really .
 6 Q. What did you glean from her, whether from this email or
 7 discussions with her, about the attitude that she had to
 8 the Grenfell Action Group?
 9 A. I think they caused -- sorry, that's probably not the
 10 right word. I think they ... I just think they were
 11 very vocal -- we were made aware that they were very
 12 vocal in their thoughts about the TMO and any work
 13 relating in and around Grenfell.
 14 Q. Can I ask you then to look at a document, {TMO00840117}.
 15 This is an email from Edward Daffarn, dated
 16 22 September 2014, to Claire Williams.
 17 Now, you are not copied in on this document,
 18 Mr Lawrence, but I just want to ask you one or two
 19 questions about what Mr Daffarn says in it .
 20 It's a long document, and it starts by way of
 21 a context:
 22 "I am writing to you after hearing from other
 23 residents in Grenfell Tower that the TMO intend to
 24 'smash down the door' of any tenant or leaseholder that
 25 fails to co-operate with the instillation of new heating

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1 system and windows."
 2 Then can I pick it up about two-thirds of the way
 3 down the page where he says, "Now we hear", can you see
 4 that? "Now we hear that residents will ..."
 5 A. Yes, sorry.
 6 Q. Yes, he says:
 7 "Now we hear that residents will, in fact, be given
 8 no choice or opportunity to comment on the windows or
 9 cladding that we are to receive as they have already
 10 been chosen by the RBKC Planning Dept. Residents in
 11 Grenfell Tower that I have spoken with believe that we
 12 should have been consulted with before the windows and
 13 cladding were chosen and it should be residents that
 14 have a say in the type of window and cladding that we
 15 receive and not the sole decision of a Town Hall
 16 Planning Dept?"
 17 Now, before I ask you some questions, can I just ask
 18 you to look at another document, {RYD00018951}. Now,
 19 this is an email from Claire Williams on
 20 29 September 2014 to you, Mr Lawrence, copied to
 21 Simon O'Connor. The subject is "Grenfell design
 22 information and choices", and she says:
 23 "I am aware that you are having design [team]
 24 meetings, and there are a couple of things that I need
 25 to be up to date on:

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1 "1 window design (Subject to Mr Daffarn's latest
 2 enquiry).
 3 "2 ... responsibility of Design Advisor."
 4 What had Ms Williams told you about Mr Daffarn's
 5 enquiry at this stage?
 6 A. I don't recall .
 7 Q. Do you remember whether she forwarded Mr Daffarn's email
 8 of 14 July 2014 that we have just looked at to you?
 9 A. I don't know. There was numerous and regular comments
 10 made from Mr Daffarn, so it could have been one of many
 11 made to the TMO.
 12 Q. Do you remember any consultation with residents on the
 13 final cladding or window designs?
 14 A. I don't recall the timings of which -- we did as
 15 standard carry out a sort of stakeholder engagement,
 16 resident engagement meetings, which is what flat 145 was
 17 about as well, to show what they were and to talk them
 18 through what they were going to do. We would have open
 19 days. We would go and meet as well with the residents
 20 as a group. The TMO, I believed, with Studio E had done
 21 stakeholder meetings initially to get the project to
 22 where it had -- you know, to where it had got to in the
 23 first place. So there was numerous, but I couldn't tell
 24 you dates and times and when and -- et cetera .
 25 Q. All right .

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1 Let's look at {ART00003716/4}, please. This is
 2 an email of 19 March 2015, and it's from you to
 3 Ms Williams. If we look at page 4 and over the page
 4 {ART00003716/5}, what you are doing is answering some
 5 questions that she had posed to you. Her questions are
 6 in blue and your answers are in italic red.
 7 If we can look at the bottom of page 4, and over the
 8 page, we can see that you're setting out various options
 9 for the HIU installation .
 10 HIU is the heat interchange unit, isn't it?
 11 A. Interface unit, yes.
 12 Q. Interface unit.
 13 Let's look at the bottom of page 4 in the first
 14 paragraph. You say there, in the second line:
 15 "Once Rydon were contracted to carry out the works,
 16 their Design Team and the KCTMO team revisited the HIU
 17 position to ensure it was the best solution from
 18 a residents and technical point of view. There are pros
 19 and cons for each solution but the team as a whole felt
 20 that installing the HIU in the hallway whilst meant the
 21 loss of some wall space was the better solution all
 22 round. Please see below a list of pros and cons
 23 discussed for each option."
 24 Then you run through those.
 25 Then at the very bottom, you say:

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1 "I've not mentioned the need to fix through Asbestos
 2 ceiling for the pipe work boxing if the HIU is in the
 3 kitchen cupboard. I assume you don't need to be
 4 questioned on this by Mr Daffarn."
 5 Would it have been necessary to undertake asbestos
 6 removal if the HIUs were placed in the kitchens?
 7 A. By that, it appears so. I don't specifically remember
 8 that, but yes, it appears so.
 9 Q. And presumably -- is this right? -- that the TMO wished
 10 to avoid the cost of those works?
 11 A. No, I don't -- I don't believe that was the driving
 12 factor in any of this. I think it was probably what
 13 I've set out above.
 14 Q. When you say in the last sentence, "I assume you don't
 15 need to be questioned ... by Mr Daffarn", what did you
 16 mean?
 17 A. By the fact of the moment asbestos is mentioned to
 18 anybody in a wider audience, whether it's safe to be
 19 left in place or not, would just be another subject for
 20 Mr Daffarn to be able to complain to the TMO.
 21 Q. Well, if his complaint was justified, what was wrong
 22 with that?
 23 A. Well, that's between the TMO and Mr Daffarn.
 24 Q. What was the --
 25 A. It's not for me -- that's between the TMO and

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1 Mr Daffarn.
 2 Q. Were you seeking to protect Ms Williams from being
 3 questioned by Mr Daffarn in relation to this topic?
 4 A. I was suggesting it might not be a bullet point for her
 5 to mention, but that's entirely up to the TMO as to how
 6 they deal and what they wish to mention to Mr Daffarn
 7 and the rest of the residents.
 8 Q. Indeed. But to the objective reader it looks as if you
 9 are trying to assist Ms Williams in protecting her from
 10 being questioned on this topic by Mr Daffarn.
 11 A. Well, yes, I'm sure I am.
 12 Q. Did you ever communicate yourself to the residents that
 13 the presence of asbestos in kitchens impacted on HIU
 14 installation or their cost?
 15 A. I don't remember.
 16 Q. Do you know why that is, if that didn't happen?
 17 A. Because that wasn't the driving factor as to why the
 18 HIUs weren't in the kitchens. There were far more
 19 driving factors than that. Removing asbestos board, if
 20 that was the case -- and, again, without looking at all
 21 the reports, I don't know -- is relatively minor
 22 compared to all the other technical hurdles and
 23 disruption that would cause the residents by installing
 24 HIUs in their kitchens.
 25 Q. Can we turn to another document on the same theme,

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1 {TMO10009847}, this is an email from a David Collins
 2 dated 26 August 2015 to Peter Maddison of the TMO. It's
 3 copied to people at RBKC, including Judith Blakeman and
 4 Janet Edwards, and I don't think you are copied in on
 5 this .
 6 I just want to show you something in the second
 7 paragraph. He says:
 8 "I did manage to get the 18th (21st) communal
 9 hallway floor cleaned yesterday afternoon, but my door
 10 is still a mess, as is my neighbours.
 11 "I received no response to the voicemail I left on
 12 Monday at 5pm, so I rang Lynda the Rydon RLO again
 13 yesterday morning at 1019. I asked if she and a manager
 14 would come up and see me. Simon Lawrence and Lynda
 15 arrived quickly, saw the mess and left although Simon
 16 suggested there would always be some mess with the works
 17 he said they would get it cleaned."
 18 "Simon returned within 5 minutes. At that point he
 19 suggested it was one of my friend's fault that my flat
 20 was a mess, and that the workmen said they did not leave
 21 things the way I suggested (quite how the mess got
 22 there, and was still there, I do not know if the workmen
 23 did not do it). When I (incredulous) said something
 24 along the lines of 'of course it was left here', Simon
 25 replied to say, 'Why should I believe anything you say

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1 anyway?' If I didn't have the photographs I emailed
 2 you, which were date and time stamped, I actually think
 3 Simon would have argued with me that his men did not do
 4 it. During our conversation he implied that I could
 5 just be making this up for my own agenda and because
 6 I have an axe to grind. Clearly Simon does not
 7 appreciate this is not a fun pastime for me, I do not
 8 really want to be spending my time in these kinds of
 9 conversations.

10 "Simon left at that point, as soon as I showed him
 11 the photographs time stamped from the previous evening.
 12 Whilst I admire his rigour in working to the 'provable'
 13 facts, he is demonstrating a lack of trust, and an
 14 attitude of not believing residents and being willing to
 15 fight them and what they say if his workmen deny
 16 things."

17 Do you recall this conversation with Mr Collins?

18 A. I don't recall this specific conversation, but there
 19 are -- there were various residents who we had
 20 conversations with, yes.

21 Q. Did you feel that residents of Grenfell Tower had
 22 an agenda or an axe to grind about the refurbishment?

23 A. I felt there were several -- and I don't think that is
 24 reflective of the whole block -- I think there were
 25 several very vocal, dare I say aggressive residents

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1 that, in my opinion, regardless of what work was being
 2 carried out or not, they still would have had reason for
 3 complaint.

4 Q. Was this an impression you got yourself or was this
 5 something you had been told by the TMO?

6 A. No, I had met several of the residents that were -- that
 7 I would put in that category.

8 Q. Did you ever discuss with the residents their view about
 9 the refurbishment generally or the presence on site and
 10 the workmanship and attitude of your men on site?

11 A. Sorry, can you say that again, in what respect?

12 Q. Yes. Did you ever discuss with residents yourself their
 13 view about the refurbishment generally or the presence
 14 on site of your men and the workmanship that they were
 15 carrying out?

16 A. I attended several meetings where both -- the TMO asked
 17 me to attend and us and the TMO presented our works and
 18 had debates and discussions with the residents, yes.

19 Q. But I think you're saying you don't remember this
 20 particular conversation?

21 A. I don't remember that particular conversation, but it's
 22 not ... it's not an unusual ... it's not unusual when
 23 you're carrying out works to a -- multiple properties
 24 with lots of stakeholders, understandably interested in
 25 their properties, for people to have multiple views and

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1 multiple expectations.

2 Q. Does that tell us that you are not actually in
 3 a position to deny the details of the conversations that
 4 Mr Collins is referring to in his email?

5 A. The way that's put across, I deny that, I don't think
 6 that's right.

7 Q. Which parts do you deny?

8 A. The tone of the email, I don't think that's correct,
 9 because I don't think that's how I personally act with
 10 a resident. But like I say, there were several vocal
 11 residents that were persistent and aggressive, I think
 12 is probably the ...

13 Q. Let me just ask you one more time: are there any
 14 particular parts of Mr Collins' report of the
 15 conversation he had with you which you would take issue
 16 with?

17 A. I don't recall the whole -- the actual conversation, but
 18 I don't believe I would just be saying to someone, "It's
 19 not our fault, it's somebody else's", and inferring that
 20 I'm, you know, not interested, et cetera, et cetera.
 21 I don't agree with that.

22 Q. Right.

23 A. I wouldn't expect any of my team to be doing the same
 24 either. So it wouldn't just be me dealing with the --
 25 any complaints.

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1 Q. Right.

2 If Mr Collins' record of the conversation in this
 3 document that he was writing the following day is
 4 correct, do you accept that asking a resident in this
 5 way as he records for provable evidence of what should
 6 have been a straightforward complaint might well
 7 contribute to a hostile atmosphere between residents and
 8 Rydon?

9 A. Yes, but I don't -- I wouldn't expect myself or anybody
 10 else to be dealing with a resident in that tone.

11 Q. Then he goes on at the end of that chunk of text:

12 "What is worrying is how the Contracts Manager for
 13 Rydon treated me. As far as I can work out, either
 14 I received this treatment because I have challenged
 15 Rydon to honour their promises of 2014, engage more with
 16 residents, investigate reports of harassment, keep work
 17 areas clean, do the right thing, etc - or this is common
 18 treatment which other residents in Grenfell Tower
 19 receive. Either of these two conjectures is equally
 20 disturbing."

21 Do you accept that Mr Collins was treated badly
 22 because he challenged you?

23 A. No, I don't accept that I treated anybody badly.

24 Q. Did you consider at the time that there was a general
 25 problem with how Rydon interacted with residents?

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1 A. No, I think there was a strong, vocal residents --
 2 small, should I say, residents group -- it was the
 3 minority, not the majority -- that were, like I say,
 4 vocal and aggressive towards the TMO and in turn us.
 5 Q. Whether they were vocal and aggressive or not, are you
 6 satisfied in your mind that you took their complaints as
 7 seriously as possible, and actually made the effort to
 8 address them?
 9 A. Yes, but by addressing them doesn't mean to say that
 10 they -- that we do exactly what they are requesting.
 11 Q. Can I ask you to look at a document. This is
 12 {RYD00049916}. This is a set of minutes of the
 13 subcontractor progress meeting on 21 August 2015, which
 14 is a week before Mr Collins' complaint in his email we
 15 have just been looking at.
 16 If we look at the attendance list at the top of
 17 page 1, we can see you are not there. Lynda Prentice is
 18 there. She is the lady I think you referred to --
 19 A. She's the RLO.
 20 Q. -- as the RLO.
 21 You sent apologies, and we can see Gary Martin
 22 chaired it and took the minutes, and we can see that
 23 Rydon, SDP and Osborne Berry were there. So it looks as
 24 if this was a meeting internal to the contractors with
 25 no one from the client.

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1 A. Correct, that's how it appears, yes.
 2 Q. And indeed no one from Artelia either, as we can see.
 3 A. No.
 4 Q. Is it fair to assume that you would've received these
 5 minutes?
 6 A. Not necessarily, no.
 7 Q. Is that right? Did you as a routine get subcontractor
 8 progress meeting minutes?
 9 A. No, not necessarily, no.
 10 Q. Why is that?
 11 A. Because that would be dealt with at site level.
 12 Q. Were you not interested to see what all the
 13 subcontractors were saying to each other about what was
 14 happening by way of progress?
 15 A. That would be dealt with -- so the intimate detail would
 16 be dealt with by the site managers and then
 17 Simon O'Connor, and then I would be made aware of items
 18 by exception.
 19 Q. Right.
 20 A. So ...
 21 Q. You see it says "Apologies: Simon Lawrence". That would
 22 rather indicate that, if you could be there, you would
 23 be in the normal course; is that right?
 24 A. I wouldn't be at every subcontractor progress meeting,
 25 no, that would be to be held by the site manager.

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1 Q. But it looks as if, from this, because you were sending
 2 an apology, you would otherwise have expected to have
 3 been at this meeting?
 4 A. That's written by Gary Martin and my name is on there,
 5 but I wouldn't expect to be at every progress meeting
 6 with each subcontractor.
 7 Q. Well, we can only go on --
 8 A. That's dealt with at a site level. We have a site team
 9 and a site management process, site managers that deal
 10 with their package works, they have their progress
 11 meetings with their subcontractors. Simon O'Connor --
 12 and this -- I don't know if this is after Simon O'Connor
 13 left maybe, maybe not, I don't know, but I would then
 14 expect project manager -- he wouldn't even necessarily
 15 be at the meeting but he would be aware of what was
 16 going on, because he would be wanting progress, and then
 17 anything by exception would come to myself.
 18 Q. Right.
 19 So did these meetings routinely have you not there
 20 but marked as providing apologies?
 21 A. Routinely me not there, yes, correct.
 22 Q. But if you weren't expected to be there, there would be
 23 no need to have an apology recorded by Mr Martin.
 24 A. I think you would have to talk to Gary who has done the
 25 minutes.

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1 Q. Let's see how we get on with the substance of this. If
 2 you go to page 2 {RYD00049916/2} and look at entry
 3 paragraph 5.02 it says:
 4 "Now that we are getting towards the end of the
 5 programme we will need to make more and more
 6 appointments with tenants. We need to increase our
 7 levels of courtesy to allow this to happen smoothly."
 8 Whether you saw this minute or not, Mr Lawrence, do
 9 you agree that Rydon needed to be more courteous in its
 10 relations with the residents at that time?
 11 A. No, I thought we were always courteous with the
 12 residents.
 13 Q. Why do you think Mr Martin recorded the need to increase
 14 our levels of courtesy to allow this, namely the
 15 appointments, to happen?
 16 A. I can't answer that. I think you will have to ask
 17 Mr Martin.
 18 Q. So is this right: you weren't aware that courtesy needed
 19 to be improved on site?
 20 A. No, because I thought we were always courteous with the
 21 residents.
 22 Q. Did Mr Martin not come to you and say, "We have
 23 a problem, our workmen are being rude, we need to be
 24 nicer to the residents"?
 25 A. No.

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1 Q. Right.

2 A. Any workmen that we found to be inappropriate or rude

3 would be asked to -- would be removed from site, would

4 be asked not to attend site.

5 Q. All right.

6 A. They're our frontline -- they're our frontline of our

7 reputation and our works, aren't they, so they're all

8 representing Rydon.

9 Q. Can you explain why, then, the levels of courtesy need

10 to be increased?

11 A. No, because I wasn't at the meeting. I think you need

12 to ask Mr Martin.

13 Q. Who is Mr Martin answerable to? Who was his line

14 manager at this time?

15 A. I don't know if Simon O'Connor was -- had left by then

16 or was still there, but if Simon O'Connor was there, it

17 would have been Simon O'Connor. If he had have left,

18 then it would have been myself.

19 Q. Yes.

20 I'm going to suggest to you that if there was a need

21 to increase levels of courtesy, that would be something

22 that would have to be escalated to you and you would

23 know about.

24 A. If there was a problem, then yes, but I --

25 Q. There clearly was a problem, looking at this document,

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1 wasn't there?

2 A. It was clearly minuted, but I wasn't aware of it, if

3 there was a problem.

4 Q. Let's look at {RYD00049444}, please. This is an email

5 from Claire Williams to you of 17 August 2015, copied to

6 Lynda Prentice and Christina Stephanou, and she says:

7 "Simon

8 "I have just had a complaint from Mr Daffarn that

9 the flat door of flat 136 was left open all over the

10 weekend.

11 "He also said the Perko was broken and the door

12 would not pull to, to shut - can you please comment?

13 "Also please confirm the flat door can be made to

14 shut securely now, and that it will be left shut out of

15 working hours so as no further complaints are received."

16 Do you recall that complaint?

17 A. No.

18 Q. Can you help us with Perko? What's Perko?

19 A. Perko is a self-closing mechanism within the door.

20 Q. Yes.

21 Do you remember how this complaint would be dealt

22 with, even in general terms?

23 A. Well, if it -- it obviously did come to me, then whoever

24 136 resident is -- that may be Mr Daffarn, it may not be

25 Mr Daffarn, it may be somebody else, I don't know -- we

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1 would go and talk to them first, because any time that

2 we leave a flat, it's quite often that we are left --

3 there's a process where we're left keys so people don't

4 have to take time off work, et cetera. So any time that

5 we leave a flat, it should be left secure, and by the

6 look of this it wasn't, for whatever reason. So I would

7 expect myself or one of the team, possibly me at this

8 time, to go and speak to the resident and apologise, if

9 that was the case, that we had left it open, and then to

10 pass on to the rest of the team that it needs to be --

11 probably via Toolbox Talks, that the doors need to be

12 secured.

13 Q. Were you aware at this time of the importance of door

14 closers to fire safety?

15 A. Yes, but that wasn't our -- yes, yes, I understand door

16 closers and fire safety.

17 Q. Whose responsibility at Rydon was it to ensure that door

18 closers were fixed if they were damaged during the

19 works?

20 A. If they were noticed, then they would be reported to the

21 TMO, because the doors -- the front doors weren't part

22 of our works.

23 Q. You say if they were noticed; it sounds as if that might

24 be haphazard. Did anybody on site actually monitor that

25 issue?

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1 A. No, because that's a maintenance issue for the TMO. We

2 wouldn't go round inspecting every flat for every item

3 and building fabric that we're not dealing with. So,

4 no. But if the Perko was broken, and we recognised it,

5 then we would suggest that the -- well, I would suggest

6 that the resident contacted the TMO as part of their

7 maintenance, and I suggest that we should be passing it

8 on as well.

9 Q. Just to clarify one thing: Mr Daffarn's flat was

10 flat 134; 136 was one of his neighbours.

11 A. Okay, yeah.

12 Q. Do you recall or can you help as to whether this damage

13 was reported by Rydon at this time to the TMO or was

14 Mr Daffarn's complaint the first time it was raised?

15 A. I don't know.

16 Q. Do you know what steps Rydon took after you received

17 Ms Williams' email to sort out the door closer?

18 A. I mean, I don't recall this specifically, so no. Like

19 I say, I would expect myself or one of the team to go

20 and see the resident. But yeah, I don't recall this at

21 all, so I don't know.

22 Q. Can I ask you to look, please, at {MET00039807}. This

23 is a report by the BRE done for the police on

24 20 February 2019, after the fire. It's issue number 2.

25 I would like you to go to page 78 {MET00039807/78},

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1 please, in that document. Here we see part of a list of
2 flats in the tower after the fire, which was reporting
3 on the doors. It's a door report, if you like.

4 Reading across, it's got the floor number, the flat
5 number, the question as to whether the door was there or
6 not in situ, door leaf type, door frame type, glazing in
7 door, door closer present, door closer type, working
8 door closer, door open/closed. So it's a forensic
9 report.

10 If we look down the column for the flats, flat 136
11 on the 16th floor in the second column, and we read
12 across the columns, we see door closer present: no, door
13 closer type: not applicable, working door closer: not
14 applicable.

15 Can you account for there being no door closer
16 present in flat 136 at the time of the fire?

17 A. No.

18 Q. Or after the fire?

19 A. It wasn't part of our works. I left in 2015. So, no.

20 Q. Did you know that at the time flat 136 was void, it was
21 an empty flat?

22 A. No.

23 Q. Now, I may come back to that question in due course, but
24 let me just continue a little bit, if I may, on the
25 subject of resident engagement.

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1 If you go, please, first to RYD00012644. I just
2 want to ask you about vulnerable residents.

3 This is an email from you to Claire Williams and
4 Siobhan Rumble, and let me just wait until it comes up.

5 (Pause)

6 I don't think that's on the system, strangely. Let
7 me see if I can find you RYD00012645.

8 (Pause)

9 No, we don't have these either.

10 Let me see if we can do this by recollection and
11 we'll see if we can find the documents over the lunch
12 break.

13 Do you remember that in July 2014 you asked
14 Claire Williams and Siobhan Rumble for a copy of their
15 vulnerable DNVA residents list?

16 A. I don't recall it, but okay.

17 Q. Right. Okay, we may need to do that on the documents.

18 Do you remember getting a list of individuals in the
19 Lancaster West Estate that you had asked for?

20 A. I don't recall it, but it would be standard information
21 to pass on to the -- our team and the RLOs, so we knew
22 how to deal with vulnerable residents.

23 Q. Can I ask you to look at {RYD00024466}.

24 This is a Rydon Group document, "Grenfell Tower
25 Residents' Survey Information, November 2014". Do you

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1 see that?

2 A. Yes.

3 Q. Are you familiar with this document?

4 A. I don't recognise the header sheet, no, but --

5 Q. Right. We think it was carried out by the Rydon RLOs.

6 A. It would make sense it was, yes.

7 Q. If we just look through it, look down to the second page
8 {RYD00024466/2}, please, first of all, it's a residents'
9 survey information done in November 2014.

10 If we can go to the third page {RYD00024466/3}, we
11 see a little more about this, and we see that it's
12 a survey sheet done by -- Grenfell Tower, address, date
13 of survey and comments across it, and it has
14 flat/kitchen, name and tenants' information, children,
15 pets, health problems, and start dates for internal
16 works.

17 Do you know why the Rydon RLOs carried out that
18 survey?

19 A. Yes, we would always go and -- before any of the works
20 started, they would go and -- well, as the works started
21 as a whole on site, they would go and introduce
22 themselves to every resident, provide them details
23 that -- of how they can, you know -- our complaints
24 process, how they can -- how we can assist during the
25 works, and they would fill in a sheet to identify any

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1 issues or things we needed to be aware of.

2 Q. Can you remember if this information Rydon collected
3 about residents' health problems was shared with the
4 TMO?

5 A. I don't know, you would have to ask the RLOs about that.

6 Q. But you don't know, is that right?

7 A. I would say it probably would do, but I don't know.

8 Q. Can we go to a different document, {ART00002788}. It's
9 a document we have seen before, Mr Lawrence. It's
10 progress meeting number 3 on 16 September 2014 at which
11 present you were present, as we can see from the
12 last-but-one entry on the attendees list.

13 If we can go to an item I have shown you before,
14 paragraph 1.4 on page 2 {ART00002788/2}, you can see
15 that in the first item there it says:

16 "SL to appoint other consultants (to include
17 fire ..."

18 I've asked you about that, and then it says "DDA",
19 and the action is you, SL.

20 What is DDA?

21 A. That's about the disability, so making sure things
22 are -- yeah, are appropriate for disabled residents.

23 Q. Yes. Does it help if I prompt you and say DDA might
24 stand for Disability Discrimination Act?

25 A. Right, okay, yes.

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1 Q. Do you know whether a DDA consultant was ever appointed
2 on this project?

3 A. No, and I would take that as relating to the new works
4 in the lower floors, the new ... not for any existing
5 occupied residence.

6 Q. Why would you need a DDA consultant only for the lower
7 floors and not those on the topmost floors?

8 A. Because we were only doing limited works to the
9 residents' flats. We weren't there to take a survey of
10 their whole flat and determine what they required and
11 what they didn't require; that was their landlord's ...

12 Q. Was a decision ever taken in the end not to appoint
13 a DDA consultant?

14 A. No, yeah, we didn't, and like I say, it would have been
15 around design and the new flats that we were -- and
16 spaces and the lower floors that we were constructing.

17 Q. Do you know why a decision was taken not to appoint
18 a DDA consultant?

19 A. No, I don't, but it's not a necessary -- a usual
20 consultant that I've used on projects with Rydon before.

21 Q. Whose idea was it that you should appoint other
22 consultants, including a DDA consultant, as recorded in
23 this minute?

24 A. I don't know.

25 Q. Are you aware that this proposal to appoint a DDA

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1 consultant was repeated in later minutes, such as
2 21 October 2014, in the same language?

3 A. I believe that stayed on the minutes, didn't it, as we
4 discussed the other day?

5 Q. It did indeed, and I'm just wondering why that was and
6 when it fell out of the picture.

7 A. I don't recall.

8 Q. Do you remember a comment or suggestion that the Rydon
9 newsletter came out in a language that wasn't only
10 English?

11 A. I personally don't, but that would be dealt with by our
12 RLOs generally.

13 Q. Do you recall any complaints being raised that the
14 newsletter was only available in English and not any
15 other language?

16 A. I don't recall any, no.

17 Q. Did anybody ever put on your desk the need to consider
18 whether putting your newsletter out in more than one
19 language was something you should be considering?

20 A. We would do that if that was -- if the request had come
21 in, we would have -- and we had LanguageLine and --
22 I think it was LanguageLine -- and other means to
23 communicate in different languages.

24 Q. Can I ask you then to look at RYD00011523, and this is
25 on a slightly different topic, which is complaints

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1 process and complaints prior to October 2015.
2 All right, let me try a different document:
3 {RYD00011573}. This is an email chain from July 2014,
4 and if we can look, please, first of all, at page 2
5 {RYD00011573/2} of that, you can see that it starts on
6 8 July 2014 with an email from Claire Williams to
7 Simon O'Connor, and it says:
8 "Please see the below re concerns over the fire
9 brigade access.
10 "I know that they are due to meet you this week, and
11 I would like to be able to reassure residents with their
12 specific information.
13 "I know they postponed their visit from last week,
14 but said they would be with you before this Wednesday --
15 do you have a date fixed? The FB chap below notes you
16 have contacted them, so he knows that we are on the
17 case."
18 So this is all about access, and the ability to
19 reassure residents.
20 Do you remember this at all, this discussion?

21 A. I don't remember the discussion, but I remember the --
22 I don't remember this chain of emails, but I remember
23 Fire Brigade access being looked at, yes.

24 Q. Right.
25 Do you remember any discussions about a complaint

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1 from Mr Daffarn about changes to access to the tower
2 during the refurbishment?

3 A. There was numerous correspondence with Mr Daffarn, so
4 unless you can highlight something specific, I ...

5 Q. Well, I can do that when I come back, I think, after
6 1 o'clock with a different document.
7 Can I ask you to look, please, at MET00041044.
8 I hope it's on the system. It's not. Right, we will
9 have to come back to that one as well.
10 Can I ask you, then, to look at {MET00045762}, which
11 is a Grenfell Tower issues matrix dated August 2015.
12 Now, do you remember this document?

13 A. Not particularly, but it looks like one that -- it looks
14 like it's the -- a complaint sort of log done by the
15 RLOs, so ...

16 Q. Yes. Did you know that originally Grenfell Compact --
17 well, can I ask you: had you heard of an organisation
18 called Grenfell Compact?

19 A. No.

20 Q. This is I think the first issue of this matrix dated
21 August 2015, when you were still there. Do you remember
22 seeing this?

23 A. No. Not specifically, no.

24 Q. Let's look at item number 16 or issue number 16 on this
25 list on page 2 {MET00045762/2}. It says:

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1 "Some residents gave Mr Lawrence their flat numbers
 2 so that their allegations could be investigated.
 3 "Mr Lawrence has not yet replied with the result of
 4 his investigations."
 5 Do you remember being given flat numbers by
 6 residents with a view to investigating their
 7 allegations?
 8 A. I don't know what their allegations were, so --
 9 Q. No, I'm asking you for your recollection.
 10 A. No, I don't recall this at all.
 11 SIR MARTIN MOORE-BICK: Well, Mr Millett, does 16 follow 15?
 12 Are they related?
 13 MR MILLETT: Let me ask.
 14 Look at item 15:
 15 "Update on Rydon's investigation into allegations of
 16 harassment and threats by some employees of Rydon and of
 17 the TMO.
 18 "To investigate such matters, residents have to
 19 provide specific details. Complaints can either be
 20 channelled through Rydon or through the TMO complaints
 21 procedure. The TMO will reconfirm details of these
 22 channels and the appropriate contact details in the next
 23 edition of the newsletter."
 24 Can you assist with that? What investigation, so
 25 far as you know, was Rydon carrying out into allegations

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1 of harassment and threats by some employees of Rydon and
 2 the TMO?
 3 A. I don't recall -- I don't recall this, but I would not
 4 be expecting our employees to be harassing or
 5 threatening anybody. So, no, I don't recall this.
 6 Q. You don't recall it? You don't recall it specifically
 7 or you don't recall any of it at all?
 8 A. I don't really recall any of it at all.
 9 Q. Can you explain how this matrix which was produced at
 10 a time when you were still on the project refers to
 11 an investigation which had to be updated into
 12 allegations of harassment and threats?
 13 A. I don't recall it, so without having more information
 14 I don't ...
 15 Q. Are you saying as you sit there that, as far as you
 16 remember, there were no allegations of harassment and
 17 threats by some employees?
 18 A. I'm saying I don't -- I'm saying I don't remember --
 19 I don't remember that, no, but ...
 20 Q. Right.
 21 A. Just because I don't recall it doesn't mean to say
 22 that -- it's been logged, so ...
 23 MR MILLETT: Mr Chairman, we're a few minutes earlier than
 24 1 o'clock, which is when we would normally rise. I just
 25 want to make sure I can pick up the references to the

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1 documents I would like to show Mr Lawrence after lunch.
 2 I'm sure I can do that over the lunch break and then
 3 continue with the questions I have for him.
 4 SIR MARTIN MOORE-BICK: Can you give me any indication of
 5 how much longer you might need to be with him?
 6 MR MILLETT: Yes, indeed. On the questions I have prepared
 7 for him, probably another hour at the very most, but
 8 then we will have to break and I will need to make sure
 9 that we can canvass any follow-up questions from the
 10 appropriate sources.
 11 SIR MARTIN MOORE-BICK: Yes, of course.
 12 MR MILLETT: But there may also be some further questions
 13 which have come in during the course of the morning
 14 which I need to assess over lunch, so I can't promise
 15 that it would be 3 o'clock.
 16 SIR MARTIN MOORE-BICK: Well, Mr Lawrence, I did tell you
 17 yesterday I couldn't promise that you would be finished
 18 by lunchtime, and so it has transpired. I'm afraid we
 19 are going to go on for a little bit after lunch. Sorry
 20 about that.
 21 Anyway, we will break now and come back at
 22 2 o'clock, please, and no talking to anyone about your
 23 evidence. Thank you very much.
 24 (Pause)
 25 Right, thank you, 2 o'clock, please. Thank you.

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1 (1.00 pm)
 2 (The short adjournment)
 3 (2.00 pm)
 4 SIR MARTIN MOORE-BICK: Right, Mr Lawrence, all right to
 5 carry on?
 6 THE WITNESS: Yes.
 7 SIR MARTIN MOORE-BICK: Good, thank you.
 8 Yes, Mr Millett.
 9 MR MILLETT: Thank you, Mr Chairman.
 10 Mr Lawrence, can I go back to an email run I wanted
 11 to show you before the break, for which I have now
 12 managed to find the reference. It's {RYD00011573},
 13 which is an email chain this time from August 2014, and
 14 I would like you to go to page 2 {RYD00011573/2} of that
 15 email run. It's the one we looked at before the short
 16 adjournment, and you received this, although I can't
 17 show you the email chain in which you did.
 18 If you go to page 3 {RYD00011573/3}, perhaps we can
 19 see a little more of this email. This is Janice Wray,
 20 8 July 2014, to Claire Williams:
 21 "Please see message below ..."
 22 I am sorry, I am taking this in reverse order so you
 23 can see what comes:
 24 "... which I have just received from an LFB
 25 Inspection Officer who has received an e-mail from Eddie

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1 Daffarn. Do we need to write to residents on the issue
2 of fire safety during the works?
3 "We could put something together to reassure them
4 that there is still a stay put strategy and reiterating
5 the procedures they should follow, works in hand to
6 enhance fire safety in the longer term etc? Perhaps this
7 has already been done?

8 "I need to respond to this man and would like to be
9 able to emphasise what we have already done (meetings,
10 letters etc.)

11 "Please advise."

12 Now, what Janice Wray gets is from Ben Dewis of the
13 London Fire Brigade, and we see that at the bottom of
14 page 3, top of page 4 {RYD00011573/4}, and he says:

15 "Dear Janice,

16 "I received this email below from an Edward Daffarn
17 who you may be aware of who lives at Grenfell Tower.

18 "Dear Ben,

19 "Please be advised that residents of Grenfell Tower
20 are very concerned about fire safety after the recent
21 closure of all land and 'rights of way' to the West and
22 North of Grenfell Tower.

23 "We are also very concerned that we have no idea
24 where to assemble should there be a fire in Grenfell
25 Tower as there is no open space in the vicinity that is

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1 available to our community.

2 "Please can you help ensure that the Fire Brigade
3 will monitor the current changes on Lancaster West
4 Estate that impact on our fire safety and could you also
5 inform us where we should assemble in the event of a
6 fire?

7 "Thank you for your assistance with this matter.

8 "Kind regards,

9 "Edward Daffarn

10 "Grenfell Action Group."

11 He goes on, this is Mr Dewis now:

12 "The contractor has contacted the local station to
13 inform them of changes to access points and riser
14 access. The local station are making arrangements to
15 carry out a familiarisation visit for local crews.
16 Unfortunately, it would appear the same courtesy has not
17 been given to the residents to update them on their
18 Emergency Procedures. Could I ask what the measures
19 being taken in regard to Fire Safety at the premises are
20 during the refurbishment works."

21 I have read that all to you, Mr Lawrence, because if
22 one skips back up the email chain we have looked at
23 before, we don't see it coming to you. We do have
24 an email which we haven't disclosed which shows that
25 this comes to you. So take it from me that this does

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1 come to you in copy form or in forwarding form.

2 My question is: do you remember seeing this email
3 and this issue raised by Mr Daffarn and being discussed
4 within the TMO?

5 A. I don't specifically remember Mr Daffarn raising
6 concern -- this. I do remember Simon O'Connor doing
7 exactly what's said here, contacting the local station
8 and them sending out three or four watches, whatever
9 they had or whatever they have, over a period of days,
10 weeks, to come and inspect the site and understand how
11 they could access the building, and I remember also
12 there being notices from the TMO regarding the stay put.

13 Q. Right.

14 Prior to this time -- so this is July 2014 -- can
15 you tell us what consideration Rydon had given to
16 informing residents about emergency procedures during
17 the refurbishment?

18 A. The emergency procedures at that stage, I'm not sure
19 we'd even started -- we were doing some enabling works
20 in the TMO office and other buildings. I'm not sure if
21 we had actually started on site per se and changed any
22 of the -- changed anything that they were already doing
23 in the way they were already managing the building,
24 so ...

25 Q. Do you remember whether you took any action in response

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1 to the concern raised by Mr Dewis, passing on in turn
2 Mr Daffarn's concerns?

3 A. We had the Fire Brigade -- like I say, we had -- the
4 Fire Brigade did their part and they came down and
5 inspected. I think there's correspondence. Now,
6 whether that be by way of a newsletter or posters put up
7 by the TMO, but there was correspondence with the
8 residents at the time. I think that was TMO-led,
9 actually. But ...

10 Q. Now, can I ask you to look at a document from the next
11 year, 2015. This is TMO0085287, please.

(Pause)

13 That's another false reference.

14 Do you remember from your own recollection going to
15 the meeting in July 2015 with Peter Maddison and
16 Grenfell Tower residents relating to the residents'
17 concern with the refurbishment process?

18 A. I remember there being a meeting, whether it was that
19 time or not, but yes, I do remember there being
20 a meeting, yes.

21 Q. I was going to ask you questions from a document, but
22 I think I can do it without.

23 Before that meeting, do you know what process was in
24 place for residents to raise complaints about
25 fire safety in respect of the refurbishment?

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1 A. The process we set out previously, they had the -- they
 2 could contact us via the -- via our resident liaison
 3 officers. They could also contact their housing
 4 officers, which were in a nearby building.

5 Q. Yes.

6 Can I ask you then to look at the document, which is
 7 {TMO00852871}. This is the document I wanted to show
 8 you a minute ago, it just puts it in time, and it's
 9 a letter to the residents. If we look at page 2
 10 {TMO00852871/2}, we can see the end of the letter and we
 11 can see who it comes from: it comes from
 12 Councillors Robert Atkinson and Judith Blakeman from the
 13 Notting Dale ward.

14 I just wanted to look at page 2 with you,
 15 "Individual matters" and "Complaints", can you see, at
 16 the top of that page:

17 "The TMO stressed the need to discuss the detailed
 18 implications of how the works can be carried out in each
 19 flat individually with residents, owing to different
 20 circumstances in each flat. Refusing to allow them in
 21 is not helpful. Residents made strong points about the
 22 TMO and Rydon giving conflicting information and
 23 misleading different householders. They objected to
 24 being 'picked off' individually. Some Rydon workers
 25 were being very aggressive and threatening towards

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1 them."

2 Now, just pausing there, do you remember the
 3 complaints of this nature arising from residents saying
 4 that TMO and Rydon were giving conflicting information?

5 A. No, I don't remember that specifically, no.

6 Q. Have you seen this document?

7 A. It's not one that I recall, but --

8 Q. Right.

9 Can you help us with the objection to being picked
 10 off individually. Did Rydon have a process of picking
 11 off individual residents and dealing with them?

12 A. No.

13 Q. What about the TMO, did they?

14 A. Not so far as I'm aware, no.

15 Q. "Some Rydon workers were being very aggressive and
 16 threatening towards them."

17 We saw something of this in one of the earlier
 18 documents today.

19 A. Yes.

20 Q. Clearly this was a concern serious enough for Grenfell
 21 residents to raise with these two councillors, and they
 22 thought it was serious enough to raise formally.

23 Was this matter addressed with you yourself at the
 24 time?

25 A. I don't remember.

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1 Q. Do you remember nothing at all about complaints that
 2 Rydon's workers were being very aggressive and
 3 threatening towards residents?

4 A. Not specifically, no.

5 Q. In general terms?

6 A. No. No, not really, no.

7 Q. All right.

8 "Complaints":

9 "Although Rydon are available to receive complaints,
 10 the TMO is not and it is difficult to raise issues with
 11 them."

12 Pausing there, do you remember yourself somebody
 13 complaining to you that the TMO was not available to
 14 receive complaints?

15 A. No, but then I wouldn't be the first point of call for
 16 Rydon, so ...

17 Q. Right. Then it goes on:

18 "The TMO out-of-hours service is a disaster.
 19 Residents have reported on many occasions when lifts are
 20 not working, without response. When the water was
 21 turned off, no water bottles or other arrangement was
 22 offered to affected households. There is a need for
 23 both the TMO and Rydon to treat residents with proper
 24 respect, engage with them properly and apologise when an
 25 apology is justified. Mr Maddison said he was at the

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1 meeting to apologise on behalf of the TMO when services
 2 are not working or things go wrong."

3 Do you remember anyone raising with you or you
 4 becoming aware of any need for Rydon to treat residents
 5 with proper respect and engage with them properly and
 6 apologise when an apology is justified? Does that ring
 7 a bell with you?

8 A. It doesn't ring any particular bell, no, but I would
 9 expect Rydon to be treating residents with respect.

10 Q. Did Rydon carry a record of concerns raised by
 11 individual residents?

12 A. I think we covered this earlier in the RLOs --

13 Q. It's the RLOs?

14 A. The RLOs. The RLOs are the first point of contact.
 15 Like I said, they're effectively the customer service on
 16 behalf of the work.

17 Q. Just in the context of this document, can you help us as
 18 to whether there was a system whereby any complaint that
 19 was made to Rydon was shared with the TMO?

20 A. Well, there was meetings between the housing officers --
 21 regular meetings between the housing officers and the
 22 RLOs, so I would imagine it was shared there.

23 Q. Did you --

24 A. Simon O'Connor may be able to assist with that.

25 Q. Can you assist?

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1 A. I can't because I don't think I ever attended any of
2 them.
3 Q. Did you ever see any records of those meetings?
4 A. I don't recall but there may be minutes.
5 Q. Would you have had occasion to see them?
6 A. Again, unless there was a matter that couldn't be dealt
7 with by Simon and the team on site, then no, it would be
8 by exception.
9 Q. Right.
10 Do you recall seeing a record of any specific
11 fire safety complaints made by residents at this time or
12 before, or after?
13 A. No, the only -- well, the only thing that I recollect
14 was there was a comment about the -- when the -- because
15 we had to reconfigure the access point or entry and
16 access points to the building during the construction,
17 and there was an issue brought to us about the lifts
18 going down to ground in the case of emergency, so
19 I believe we dealt with that. I can't remember how we
20 dealt with that, but I believe we dealt with that at the
21 time. That's all I can remember, really.
22 Q. Do you remember whether any action was taken in response
23 to the matters that were raised at the meeting of
24 11 July?
25 A. I don't really remember them but I'm sure there will be

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1 a record somewhere.
2 Q. Right.
3 Can I then go back to an issue I canvassed with you
4 before the break about DDAs. Do you remember seeing
5 the --
6 A. Yes.
7 Q. -- minutes which referred to the potential engagement of
8 a DDA adviser?
9 What input -- I know you didn't engage one -- would
10 a DDA expert have on to the plans of the lower floors?
11 A. If there was any need for, yeah, DDA compliant -- if the
12 TMO had a particular resident they had in mind to go in
13 there that needed any special measures installed, they
14 could help advise on that.
15 Q. Right.
16 Would it therefore have been normal for a DDA
17 adviser to comment on and make recommendations as to
18 access and egress for wheelchair users?
19 A. I mean, we -- I had never used a DDA consultant
20 previously, so I can't really comment.
21 Q. Right. So therefore you couldn't help me with whether
22 they would make recommendations about how to cater for
23 residents with limited mobility or with impaired vision,
24 matters of that nature, which might impede their escape
25 in the event of a fire?

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1 A. I would assume so, but I've never used one before so
2 I don't know.
3 Q. I see.
4 Did the TMO give you any detailed information that
5 any of the flats would be used or occupied by residents
6 with mobility issues or vision difficulties or matters
7 of that nature which would impede their escape in the
8 event of a fire?
9 A. I think at the time of me leaving the project, I don't
10 think anybody was aware which particular residents or if
11 they had even been chosen, who was going to go into what
12 flat, I don't know.
13 Q. Did you ever at the time have enough information about
14 the -- I was going to say the profile of the residents
15 in the building, but their specific mobility issues or
16 vision issues or matters of that nature personal to
17 them, which would enable you to make a decision as to
18 whether you should retain a DDA expert to assist you?
19 A. Well, the only information we would have got was what
20 the RLOs had, so ...
21 Q. We discussed the question of "rebel residents" earlier
22 on, an expression I think you used in one of your
23 emails, and you referred to a small group of vocal
24 residents. You named one: Mr Daffarn.
25 Can I ask you: were the residents of flat 122 people

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1 who you would have regarded as vocal or rebel?
2 A. I don't know who that is.
3 Q. Right.
4 Had Ms Williams told you anything about the
5 Grenfell Tower Leaseholders' Association and the
6 residents associated with it?
7 A. I think we knew -- well, not I think; we knew there were
8 leaseholders in the building. I couldn't tell you how
9 many, but yes, we knew there were leaseholders involved
10 in the building, yes.
11 Q. Did Ms Williams tell you anything about them, about
12 their attitude, about the --
13 A. I don't --
14 Q. -- position that they took as a group?
15 A. I don't recall anything specific.
16 Q. I'm going to ask you some questions now about
17 plasterboard, a slightly different topic. We discussed
18 it earlier on, I think, in the context of
19 a substitution.
20 Are you aware about the combustibility or limited
21 combustibility characteristics of plasterboard,
22 Mr Lawrence?
23 A. I would say it would be -- it would be good, and it's
24 used for fire rating walls and ceilings and -- so yes.
25 Q. Yes. You would be right about that.

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1 Were you familiar with ADB2 part 9 or section 9.13,
 2 which says in terms that cavity barriers in a stud wall
 3 or partition or provided around openings -- these are
 4 the critical words -- may be formed of cement-based or
 5 gypsum-based boards at least 12 millimetres thick. Were
 6 you familiar with that as a principle?
 7 A. Sorry, could you repeat that again?
 8 Q. Yes. That cavity barriers in a stud wall or partition
 9 or provided around openings may be formed of
 10 cement-based or gypsum-based boards? Were you familiar
 11 with that?
 12 A. Yeah, doing partitions generally, yes, you would.
 13 Q. All right.
 14 Did anybody within Rydon or the contractor chain or
 15 the wider refurbishment team discuss the possible
 16 additional benefit to fire protection of adding a layer
 17 of plasterboard?
 18 A. To where in specific ...?
 19 Q. Well, around the windows, let's start with that.
 20 A. Not from a fire point of view, no.
 21 Q. Anywhere else?
 22 A. No.
 23 Q. Is there any reason why you didn't insist on using
 24 plasterboard and let SD Plastering revert to using uPVC
 25 trims backed straight onto combustible insulation?

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1 A. No.
 2 Q. So you didn't say to SD Plastering, "Actually, we should
 3 use plasterboard because it's less combustible than
 4 uPVC, let's go with that"? You didn't --
 5 A. No, I don't think we were aware at the time of the
 6 regulations around that. We were looking at a purely
 7 aesthetic trim to the inside of a window.
 8 Q. Was there any stage in the refurbishment process that
 9 you examined yourself or with others the question of
 10 fire safety at the conjunction of materials being used?
 11 So, for example, the conjunction of the uPVC reveal with
 12 what was behind it.
 13 A. No, but I would expect any cavity barriers to be dealt
 14 with as part of the external envelope and within the
 15 cavity. I saw them as two separate items.
 16 Q. I just want to ask you a question about dry risers,
 17 a short question, I think.
 18 Can you please go to paragraph 62 of your witness
 19 statement, page 13, {RYD00094220/13}. You are talking
 20 there about the communal fire detection system and
 21 modifications made to the dry riser; do you see that?
 22 A. Yes.
 23 Q. You say:
 24 "These modifications were minor and included small
 25 changes to the lower floor areas. I understand that

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1 JS Wright sought clarification from Building Control
 2 (Paul Hanson) about whether the systems needed to be
 3 upgraded in line with current building regulations.
 4 Paul Hanson confirmed that as the height of the existing
 5 riser was not being increased, building regulations did
 6 not require the risers to be brought in line with
 7 current requirements."
 8 Can I ask you then to look at a document,
 9 {JSW00002538}. This is an email from Paul Hanson to
 10 David Bradbury on 3 September 2014, copied to you. Can
 11 you see that?
 12 A. Yes.
 13 Q. "Hi David,
 14 "Thank you for your email and I note:-
 15 "We are not increasing the [height] of the existing
 16 riser but we are adding two additional floors at low
 17 level which were previously walkways. We understand the
 18 existing riser is above the current permitted height of
 19 50 meters, we would therefore need to discuss the
 20 proposed modification and what measures we need to take
 21 to gain approval for the new system."
 22 Then Paul Hanson says:
 23 "This sounds like a matter of control rather than a
 24 technical question, I have spoken to John Hoban the area
 25 surveyor, who would normally deal with matters on

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1 control, and he agreed in this instance with my sending
 2 you this response.
 3 "Essentially the building regulations cannot require
 4 you to improve the system to serve the existing floors
 5 over 50m.
 6 "The regulations only apply to the work being
 7 carried out and additionally you must not adversely
 8 affect the existing building.
 9 "If this does not answer the question please give me
 10 a ring to discuss further."
 11 Do you recall receiving this email?
 12 A. I recall the subject, not specifically this email but
 13 the subject, yes.
 14 Q. Did you have any understanding about what Mr Hanson
 15 meant when he said that essentially the
 16 Building Regulations cannot require you to improve the
 17 system to serve the existing floors over 50 metres, and
 18 that they only apply to the work being carried out,
 19 et cetera? Did you understand what he meant by that?
 20 A. Well, I think he -- yeah, I think he's saying as the
 21 height is not being increased, we can't enforce that
 22 they are upgraded to meet current regs.
 23 Q. Yes.
 24 What about when he says, "cannot require you to
 25 improve the system to serve the existing floors over

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1 50 metres”, what did you understand by what he was
 2 getting at there?
 3 A. I think exactly what he's saying, really. He can't ...
 4 building regs -- you don't need to improve the system
 5 and bring them up to current regulations.
 6 Q. Do you know what steps, if any, Rydon or its contractors
 7 took to prevent the building from being adversely
 8 affected by alterations to the dry riser?
 9 A. I think that's probably a technical question for
 10 JS Wright, I would've thought, the specialists.
 11 Q. Do you know? Can you help us with it?
 12 A. No, I don't know.
 13 Q. All right.
 14 In your statement you have summarised the advice,
 15 I think I showed you, as the Building Regulations did
 16 not require the risers to be brought in line with the
 17 current requirements. Do you agree that that summary
 18 doesn't accurately reflect the email correspondence at
 19 least as we see here?
 20 A. I agree with that. There's no further emails relating
 21 to that, I'm assuming?
 22 Q. Now, I'm going to go to another topic, which is quality
 23 control generally at Rydon.
 24 Can I ask you to turn, please, first to
 25 {ART00003762}. This is a minute of a progress meeting

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1 number 9, 17 March 2015. You were present, as was
 2 Claire Williams and David Gibson from the TMO, and we
 3 can see from point 1.1, Neil Reed introduces himself to
 4 everyone as he will now be taking over the project from
 5 Philip Booth, that's within Artelia.
 6 If we go to page 4 {ART00003762/4} of the minute,
 7 let's look at item 11.13 together, please, at the bottom
 8 under AOB.
 9 We can see there:
 10 "Clerk of works: NR noted that from reading the
 11 latest report dated 02/03/15 there appeared to be
 12 opportunity to improve the efficiency and effectiveness
 13 of the quality inspection controls and processes in
 14 place."
 15 Do you see that? Do you recall that suggestion?
 16 A. I do, I recall the subject, now we're looking at it,
 17 yes.
 18 Q. Do you know what prompted Mr Reed to make that remark?
 19 A. I think the clerk of works probably -- probably more the
 20 building side of clerk of works rather than the
 21 mechanical and electrical side of the clerk of works
 22 were, I think, turning up on more of an ad hoc basis,
 23 and it's best to get it in line with them not only
 24 seeing works as they're progressing but also seeing
 25 works ready for them to inspect.

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1 Q. If we look at {ART00006641/2}, please, and look at the
 2 bottom of page 2 there, we will find an email from
 3 Matt Smith of Max Fordham of 17 March 2015 to
 4 Claire Williams -- do you see that? -- copied to Mr Reed
 5 and Mr Campbell at Max Fordham. Not copied to you, but
 6 I just want to ask you about it. It concerns the
 7 provision for disabled access for accommodation, and it
 8 says:
 9 "Afternoon Claire
 10 "We've been around the houses with this a bit
 11 already but there appears to be some confusion with
 12 JS Wright/Rydon so would you be able to explicitly
 13 state;
 14 "- Which flats the TMO requires to be Lifetime Homes
 15 compliant?
 16 "- Whether these flats are to be fully compliant -
 17 i.e. mid-level TRVs, consumer unit etc?
 18 "- Which flat(s) is disabled access and what
 19 requirements the TMO has for it - LST radiators etc?"
 20 Now, if you go up the page to the top of page 2, we
 21 can see Ms Williams' response. It actually starts at
 22 the bottom of the previous page:
 23 "Matt.
 24 "I think if Rydon do not know what is in the
 25 contract, then they should raise as an RFI - so there

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1 can be a formal response within a timeframe.
 2 "I think this is the easiest way of dealing with
 3 these issues that come up informally, as they seem to
 4 been the increase!"
 5 You see that?
 6 In your role as contracts manager, were you aware
 7 that the TMO -- your client at this time, thought that
 8 Rydon might not understand its contractual obligations?
 9 A. No, I wasn't aware of that, no.
 10 Q. She is clearly saying if Rydon doesn't know what's in
 11 the contract, they should raise an RFI.
 12 Would that come as a surprise to you, to be told
 13 that Claire Williams thought that Rydon might not know
 14 what was in the contract?
 15 A. Yes. I don't think it was raised with us, but ...
 16 Q. If you look at page 1 {ART00006641/1} we can see
 17 a response from Neil Reed, and he writes to
 18 Claire Williams and Max Fordham and he copies this to
 19 Nick Valente at Artelia as well as Mr Campbell at
 20 Max Fordham, and he says:
 21 "Supported.
 22 "I have already asked for an IRS from Rydon in this
 23 week's progress meeting and a separate meeting is being
 24 arranged for next week to explore this and the status on
 25 other information and decisions that are required for

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1 this project ."
 2 Do you remember that? Do you remember this issue
 3 being raised in a progress meeting at that time?
 4 A. I don't remember it specifically , but yes, I ' ll ...
 5 Q. He then goes on:
 6 "Matt, I appreciate we have not spoken yet but look
 7 forward to working with you and introducing some
 8 improved discipline (by Rydon) to the resolution of
 9 queries, decisions, etc."
 10 What lack of discipline do you think he might have
 11 been referring to at that time?
 12 A. I don't know. I think you may have to ask Neil that.
 13 I don't know.
 14 Q. Do you accept that it was your responsibility to
 15 maintain the discipline in relation to the resolution of
 16 queries and decisions?
 17 A. Yeah, it was the team's, yes.
 18 Q. So if there had been a discipline that had required
 19 improving in those areas by Rydon, that would have been
 20 your responsibility ?
 21 A. Overall, yes, but it would depend on what discipline and
 22 the team would be involved in that as well.
 23 Q. No, indeed, but in terms of responsibilities within
 24 Rydon, if there had been a lack of discipline in
 25 relation to decisions and queries, that would have been

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1 at your door?
 2 A. Can you clarify what is meant by that? Because ...
 3 Q. I'm asking the question in general terms.
 4 A. Yes.
 5 Q. There is an issue and this issue is one for you.
 6 A. Yes.
 7 Q. Let's look at {ART00006629}. This is an email from
 8 Neil Reed of Artelia to Claire Williams. This is
 9 9 April 2015, if we look at it together. This is also
 10 copied to Nick Valente and Simon Cash within Artelia .
 11 Again, you don't see this and that's why I'll show it to
 12 you in full and then ask you some questions about it .
 13 He says:
 14 "Thanks for your email of yesterday suggesting a
 15 meeting to discuss Artelia's fee account. I agree we
 16 should meet."
 17 Then he goes on to say:
 18 "I would like to propose a broader meeting objective
 19 and agenda for the following reasons.
 20 "With my limited involvement to date I hold a
 21 perception [underlined] that:
 22 "1. The scope of the work that Rydon is doing is
 23 not as well understood as it could be - there is
 24 significant email traffic of what is considered to be in
 25 the contract.

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1 "2. The roles and responsibilities of ail parties
 2 do not appear as clear to me as they could be -
 3 processes for resident liaison CoW [clerk of works]
 4 scope, architectural compliance monitoring for example.
 5 "3. New risks and issues are arising that need
 6 managing, mitigating and for which financial provision
 7 Is required in terms of build cost and consultant fee
 8 implications
 9 "What I would like to propose is meeting on Monday
 10 20th 2pm and 5pm at our Holborn Office.
 11 "Meeting Objective: To review the contact documents
 12 and scope of works.
 13 "Desired Outcome: Clarity on what is and is not
 14 included in the contract and the implications arising .
 15 "This would include Chweechen Lim and I Simon from
 16 Rydon, both are available should you agree."
 17 Did anybody at this time -- and we're looking at
 18 September 2015 -- raise with you the problem that
 19 Mr Reed had identified in paragraph 1 there?
 20 A. Not specifically , so I'm not sure which areas he is
 21 referring to. I'm not sure when Neil came -- we've just
 22 seen it , but I'm not sure when Neil came to take over
 23 from Philip Booth, so there was obviously a period of
 24 catching up as well, and I do recall we went to
 25 a meeting, but I couldn't tell you the content of that.

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1 Q. You did go to a meeting to discuss these things, did
 2 you?
 3 A. I believe so, yes. There was a meeting, yeah.
 4 Q. Did you come to learn why Mr Reed had the perception
 5 that he did, as expressed in paragraph 1 there?
 6 A. I don't recall .
 7 Q. What about issue 2? He says:
 8 "The roles and responsibilities of ail parties do
 9 not appear as clear to me as they could be ..."
 10 Did Mr Reed raise that with you at this meeting or
 11 at any other time?
 12 A. I don't recall what was in the meeting, I just remember
 13 going to a meeting.
 14 Q. Do you know whether there is a note of this meeting?
 15 A. No, I don't know.
 16 Q. Right.
 17 A. If anything, I would have thought it would be minuted by
 18 Artelia .
 19 Q. Okay.
 20 Is it fair to say that the party responsible for
 21 architectural compliance wasn't well understood?
 22 A. No, I think we -- not I think; we understood the
 23 compliance, so without having more specific information
 24 from Neil, I can't comment really.
 25 Q. Do you agree with his perception at the time that the

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1 processes for resident liaison were not well understood?
 2 A. No.
 3 Q. Or were not clear?
 4 A. No, but I don't know what part he is talking about.
 5 It's not clear if he's got a specific part or whether
 6 he's talking in general.
 7 Q. No, it's an impression he's giving, clearly, and I'm
 8 just wondering whether or not you could explain why he
 9 had that impression.
 10 A. No.
 11 Q. What about lack of clarity about COW scope, can you
 12 explain why he had that impression?
 13 A. COW was client, appointed by the client, so that's
 14 something for the TMO. So no, I don't know.
 15 Q. Right.
 16 Do I take it similarly in relation to architectural
 17 compliance, monitoring, you don't know why Mr Reed had
 18 that impression?
 19 A. No.
 20 Q. Right.
 21 Can I then ask you to go to an email {ART00006657},
 22 which is an email of 21 April 2015 sent by Mr Valente of
 23 Artelia to Claire Williams, and this one is copied to
 24 you and to Mr Reed, as we can see. This is after the
 25 meeting which you see had been arranged and you told us

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1 a minute ago you attended, and it says:
 2 "Thank you for coming to the meeting last Friday.
 3 Please see below a record of the key actions/salient
 4 points:
 5 "Meeting Objective: To review the contact documents
 6 and scope of works.
 7 "Desired Outcome: Clarity on what is and is not
 8 included in the contract and the implications arising."
 9 Then we see a long list over this page and the next:
 10 lift, AOV, windows, HIU, and then it goes over on to
 11 page 2 {ART00006657/2}, please, if we can, we can see
 12 the rest of the list: cyclical decorations and external
 13 work. Do you see that?
 14 A. Yes.
 15 Q. Does that email -- and I know I have taken you through
 16 it pretty quickly -- reflect in general, at least, your
 17 recollection of what was discussed at that meeting?
 18 A. I don't -- I recall going, I don't recall what the
 19 discussions were, but I would say that that would ...
 20 that probably is a fair reflection, yes.
 21 Q. Yes, I mean, take time to look at it if you like, but --
 22 A. There would be no reason for me to think otherwise.
 23 Q. Do you accept that, as contracts manager for this
 24 project, it was your job to understand exactly these
 25 things and be able to answer questions about them?

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1 A. Answer questions about them now, some five years
 2 later --
 3 Q. No, at the time.
 4 A. -- or at the time? Yes.
 5 Q. Did it surprise you that you were being asked to go to
 6 a meeting to discuss with Artelia a review of the
 7 contract documents to give or assist in obtaining
 8 clarity on what is and is not included in the contract?
 9 A. No, I think there probably was elements that needed
 10 clarifying between us and the TMO and, you know, to
 11 understand what the TMO wanted, didn't want, et cetera.
 12 So, no.
 13 Q. Do you know why it was necessary or Neil Reed thought it
 14 was necessary for him to take this step to organise such
 15 a meeting over a year after Rydon was first appointed,
 16 or at least told it had got the contract, in mid-March
 17 2014?
 18 A. Well, I think you'd probably best ask Neil, but Neil, in
 19 my experience, is a very good and very organised client
 20 PM, so he obviously felt that was the best way to
 21 approach and deal with the matters.
 22 Q. Were you asked to take any steps after this meeting?
 23 A. Depending what's in the meeting notes, if there's any
 24 items for me to do.
 25 Q. Yes, that's a fair answer. Let me put the question

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1 a slightly different way.
 2 A. Yes, sorry.
 3 Q. You can see the meeting objective and the desired
 4 outcome.
 5 As a result of this meeting, do you recall any
 6 particular steps that you were asked to take in order to
 7 further the outcome desired?
 8 A. Not any particular steps, but I would have to go through
 9 the minutes.
 10 Q. Right.
 11 Now, I want to turn to a different topic, and we are
 12 coming quite close to the end now, just so you know
 13 where we are, and the topic is responsiveness and
 14 management and control.
 15 Can I ask you to look at {RYD00089082}. This is
 16 an email to you at the bottom of that page from
 17 Neil Reed, dated 22 May 2015, and it is copied to
 18 Claire Williams and others within Artelia:
 19 "Simon
 20 "Following the progress meeting on Tuesday 19th May
 21 I set out below our frustrations with regard to Rydon's
 22 current performance on this project, with specific
 23 reference to cost/commercial matters."
 24 Then he goes on to set out three issues below:
 25 "1. The apparent lack of QS input on the project ...

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1 "2. Lack of response to queries or enquiries around
2 new/additional work ...
3 "3. Progress Meetings and Valuations ..."
4 You see that?
5 A. Yes.
6 Q. All these issues that he identifies were within your
7 remit, weren't they?
8 A. As looking at the project overall, yes, but I don't
9 manage the financial team. As I say, the queries would
10 be passed to the financial team and probably Steve.
11 Q. Yes.
12 At the time he expressed those issues, did you
13 consider them to be justified or unjustified?
14 A. I don't really recall, but they -- if they're -- they're
15 obviously raising -- I wouldn't expect Neil to raise
16 concern if there wasn't justification, but I don't
17 recall them specifically.
18 Q. It's quite a serious email, this, isn't it, to get from
19 the person carrying out the role of QS or CDM
20 co-ordinator at this stage, setting out frustrations
21 with regard to current performance on the part of Rydon,
22 isn't it?
23 A. Yeah, I don't think Neil was the CDM co-ordinator; I
24 think Neil was the client's project manager, but ...
25 Q. Whatever role he particularly had, it comes from

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1 Artelia.
2 A. Yeah, they're asking for up-to-date financial
3 information is how I read that.
4 Q. Well, he was setting out his frustrations with regard to
5 Rydon's current performance, and I'm putting to you that
6 that would be a serious email. You would take that
7 seriously.
8 A. I would take that seriously, and it says, "with specific
9 reference to cost/commercial matters".
10 Q. Specifically, yes, and then we have the three items we
11 have been through.
12 Did you take it seriously?
13 A. Yes, and I would have passed it on to probably
14 Zak Maynard as the managing surveyor, and Steve, I'm
15 sure.
16 Q. We can see -- and to be fair to you, I haven't focused
17 your attention on the emails towards the top of the
18 page -- that is what you did the same day. You can see
19 you passed it to Zak Maynard, copied to Steve Blake, and
20 Zak Maynard sent it to Adam Marriott. So it went up and
21 across Rydon.
22 Did you yourself put your hands on these problems
23 and seek to get to the bottom of them within Rydon
24 rather than simply passing them on to Zak Maynard and
25 Steve Blake?

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1 A. I think by passing them on to the appropriate people
2 that had -- you know, Zak's a managing surveyor, so he
3 is in control of the QS and the commercial team, and
4 Steve Blake is my director. I think that is dealing
5 with it and ...
6 Q. You told us in answer to a question I asked not very
7 long ago that these three areas fell within your remit.
8 So if they fell within your remit, can you explain why
9 you did no more than passing them on to the people who
10 you thought were the appropriate people to deal with
11 them?
12 A. Because I would need their -- I am passing them up the
13 chain to a director and I'm passing them across to
14 a managing surveyor.
15 Q. What did you yourself do?
16 A. I pass them across to those people and we probably had a
17 conversation about it, but I don't recall.
18 Q. He continues at the bottom of page 1:
19 "The project is reaching a critical point where the
20 scope of works required needs clarity and issues need
21 resolving. Some of these require proactive effort on
22 the part of Rydon to define: what was priced, what the
23 priced assumed or was based on, what the reality is on
24 site, what this means for the price, how Rydon can
25 ensure the scope of work required can be provided while

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1 remaining within the agreed price."
2 And he gives an example about a radiator.
3 All of those items in that list, were they covered
4 by one of the things that you were doing, which was
5 managing the financial risks of the project by
6 recognising and reporting the implications of any
7 changes occurring during the contract?
8 A. Well, I had overall -- I was there to deliver the
9 contract overall, but obviously I needed assistance by
10 the different departments, and I would need to default
11 to the managers and the senior managers of those
12 departments to assist me.
13 Q. Yes.
14 Did you follow up with them about what they were
15 going to do in response to these complaints?
16 A. I would imagine we had a conversation, and we had
17 a weekly team meeting at the head office, so I -- it was
18 probably discussed then, but I don't recall.
19 Q. Right.
20 So you don't recall pursuing to satisfactory
21 solution, to your own satisfaction, how these complaints
22 were eventually dealt with within Rydon?
23 A. I don't recall how they were dealt with, no.
24 Q. Does that not rather tell us that in fact you didn't
25 have your hands on the tiller in respect at least of

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1 these three areas and the list provided by Mr Reed?
 2 A. I think if we have a meeting -- we have an internal
 3 meeting -- a weekly internal meeting update, and I've
 4 got a managing surveyor and I've got a director who's
 5 senior to me in the meeting, and have raised these
 6 points, I just don't know what the outcome was from
 7 that, I don't recall.
 8 Q. Looking at the next paragraph, first main one on page 2
 9 {RYD00089082/2}, he says:
 10 "We would ask that Rydon step up their efforts to
 11 ensure that the team can respond to the needs of the
 12 project, provide a the (sic) complete D&B service as
 13 required by our client and fundamentally provide
 14 proactive help and support in providing the information
 15 that is key to the client's ability to make decisions."
 16 Now, let me put it this way: when you read that,
 17 were you, putting it neutrally, surprised that this very
 18 serious criticism was being made by Mr Reed?
 19 A. Well, yeah, I didn't feel we were ... I think this is
 20 insinuating that the -- the way it's being read and
 21 analysed now is insinuating that the whole project's
 22 falling apart, et cetera, et cetera, and I don't think
 23 that is the case. But I think you probably will need to
 24 ask Neil that.
 25 I think it's brought about by -- it appears to be

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1 brought about by changes and some elements that need to
 2 be clarified between us and the client, and for the
 3 reactivity of us to respond to changes, particularly
 4 when it comes to commercial aspects, needed to be
 5 improved. I think that's ... I think that's the sum of
 6 it.
 7 Q. Right.
 8 Did you understand what Mr Reed meant by "the
 9 complete D&B service as required by our client"?
 10 A. In that context, no.
 11 Q. Did you ask him to clarify it?
 12 A. I don't recall.
 13 Q. He goes on:
 14 "Currently issues are being raised effectively but
 15 that they are not being concluded efficiently. Changes
 16 require your cost input; robust cost information and
 17 options are required; and dialogue is necessary with the
 18 client, our QS and with the client's design
 19 representatives. These are the prerequisites necessary
 20 for the client to make well informed and objective
 21 decisions that in turn enable Rydon to progress the
 22 works diligently.
 23 "Currently there is a fear that works could fall
 24 into delay because the client has not made decisions and
 25 issued the requisite instructions. The reality is that

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1 the client cannot make decisions without the cost
 2 information from Rydon as the overall spend needs to be
 3 constrained within budget."
 4 Then he says in the fourth paragraph from bottom,
 5 the next paragraph:
 6 "I would be obliged if you could acknowledge this
 7 email and confirm Rydon's plans for resolving this
 8 problem at the earliest opportunity."
 9 I'm going to come back to that.
 10 Can I first take you outside this document to
 11 an email at {ART00006711}, please, which is the email
 12 from her to Neil Reed of 2 June 2015, and she in the
 13 second email down on that page says to him, "Subject:
 14 Grenfell":
 15 "Neil
 16 "It was an interesting meeting this morning, and
 17 picked up many issues.
 18 "I think that since you started many issues have now
 19 been raised, and require your urgent attention.
 20 "There are still ongoing issues with the costs (and
 21 getting quality information in a timely way from Rydon),
 22 which mean we may need to look at any areas of savings
 23 so that we keep within budget. I would like to organise
 24 a sit down session ..."
 25 You see that.

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1 Now, my question is: in respect of the information
 2 Rydon was providing to the TMO and indeed other parties
 3 on the Grenfell project, to what extent were you content
 4 with the quality of that information?
 5 A. I believe the quality was fine. There may have been
 6 a lag with -- which is what Neil has raised, with --
 7 when the client requested changes or there were changes
 8 to the contract, with us providing financial information
 9 quickly.
 10 Q. To the best of your recollection, did Claire Williams
 11 ever raise with you prior to this email a complaint that
 12 she wasn't getting quality information in a timely way?
 13 A. Not that I remember, no.
 14 Q. If we look at {ART00006696}, please, we can see an email
 15 from Neil Reed to Chweecheen Lim at Artelia, so it is
 16 internal, same day, 2 June 2015, in which he asks,
 17 second email down on page 1, third paragraph, he says:
 18 "How are we go to get price certainty as it strikes
 19 me it's not in Rydon's interest or priority to be
 20 diligent here."
 21 My question is: did Mr Reed ever discuss that view
 22 that he's expressed there internally at Artelia with
 23 you?
 24 A. I don't remember it, no.
 25 Q. Do you have any explanation yourself for why Mr Reed

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1 might have formed that opinion of Rydon?
 2 A. No.
 3 Q. Do you accept what he says, that it wasn't Rydon's
 4 priority to provide pricing information diligently?
 5 A. Well, I would have thought it was in our interests, but
 6 I don't know what specifics they're talking about.
 7 Q. The heading of the email is, "Notes on Commercial Review
 8 Meeting on 27.05.15", which we discussed earlier.
 9 That's the context of what he is saying. But can you
 10 help us with whether you accept that it wasn't Rydon's
 11 priority in that context to provide pricing information
 12 diligently, which is the impression Mr Reed's clearly
 13 got?
 14 A. I don't think I can help with that. I don't think I can
 15 assist any more than that.
 16 Q. Right, another document: {RYD00044349/2}, middle of
 17 page 2, please, email from you, 22 June 2015, to
 18 James Clifton, Zak Maynard, attaching Andy Hannibuss'
 19 invoice for Stuart Hannibuss management services. Do
 20 you see that?
 21 A. Yes.
 22 Q. It looks as if there had been a reduction but he was
 23 still on the site. Do you see the first email on the
 24 top of page 2? Do you see that?
 25 Then if you look at page 1 {RYD00044349/1}, we can

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1 see Mr Blake emails you in response, and only you. It's
 2 the bottom of that page. He says:
 3 "The gift of timing.
 4 "This is burning a hole in our pockets.
 5 "Can we reduce this to once a month?
 6 "Catch up."
 7 What did you understand Mr Blake to mean by "This is
 8 burning a hole in our pockets", Rydon's pockets?
 9 A. I would suggest that was we were going overbudget with
 10 Andy -- not Andy Hannibuss; Stuart Hannibuss was
 11 a freelance M&E specialist that we brought in to help
 12 with the management team, and I would surmise by that
 13 that we've allowed a time period for him, and a cost,
 14 and it's going over the budget allowed.
 15 Q. Right.
 16 We can see your response, in fact, the same day:
 17 "Steve,
 18 "Not that I disagree with the fact Stuart is costing
 19 us money so probably over budget. However is
 20 disappoints me that Zak has sent this to you without
 21 talking to me. If I had actually seen any budget for
 22 Grenfell in the last 8 months at least, then we may have
 23 been able to manage this differently."
 24 That looks like a complaint to Mr Blake from you.
 25 Had you actually seen no budget at all for Grenfell

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1 in the eight months prior to June 2015?
 2 A. I don't recall. Internally, I don't recall. I would
 3 suggest that I've not -- definitely hadn't seen them as
 4 frequently as I would have liked to or should have done,
 5 so ...
 6 Q. On the face of it, you are telling him that you hadn't
 7 seen a budget for Grenfell in the last eight months, so
 8 that would be from October 2014, actually about the time
 9 you signed the contract with the TMO. Is that right?
 10 A. I don't recall it, but if that's what it says, then --
 11 Q. Well, it is, and you wrote it, so have you any reason,
 12 sitting here now, to think that that's wrong?
 13 A. No.
 14 Q. Would that be in accordance with your experience of
 15 these kinds of refurbishment projects, that you would
 16 sign the contract and, as contract manager, see no
 17 budget at all for a period as long as eight months?
 18 A. No, I wouldn't expect not to see the budget for
 19 eight months, no.
 20 Q. So by this time you hadn't seen a budget for Grenfell
 21 for eight months. Did that not ring an alarm bell with
 22 you?
 23 A. In what respect?
 24 Q. Well, the fact that you hadn't seen a budget in the last
 25 eight months would have been a serious matter, wouldn't

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1 it, because you wouldn't be able to keep tabs on the
 2 project and whether there were any cost overruns?
 3 A. Well, I would expect that Zak and his team -- again,
 4 bearing in mind we met weekly -- again would raise
 5 anything by exception. So if there was any issues then
 6 it would be raised.
 7 Q. You were the contract manager on this project. How can
 8 you account for not seeing any budget at all for
 9 a period of eight months?
 10 A. I can't.
 11 Q. It's a pretty big lapse, isn't it, because you would
 12 have no control at all about cost overruns or
 13 programming?
 14 A. Sorry, cost overruns or programming?
 15 Q. Well, cost overruns, let's stick with that.
 16 A. Cost overruns, right, okay.
 17 Q. You would have no control of cost overruns or, indeed,
 18 how the money was being spent on the project.
 19 A. There is a team there still doing that. It's not as if
 20 it's -- receipts are just being put in a drawer and
 21 forgotten about; it's being managed by a managing
 22 surveyor of equal level and his team, so -- but yes, it
 23 would be preferable to see the budget, yes.
 24 Q. Preferable? You think it would be preferable?
 25 A. Yes.

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1 Q. I'm going to suggest to you that it would be essential
2 for any contract manager to keep absolute tabs on the
3 budget on a regular basis throughout the life of
4 a project, surely?
5 A. I don't think it would be absolutely essential quite as
6 you're suggesting because we have other parts of the
7 department that deal specifically with that element, so
8 they would be reporting back to myself and Steve if
9 there were any issues with that.
10 Q. You say in your statement, and I don't need to take you
11 back to it, at paragraph 14 {RYD00094220/3} that the
12 contracts manager's role for Rydon is to oversee
13 construction projects from inception to completion.
14 Was it not essential in that role, in overseeing
15 this construction project, to have your fingers on the
16 budget?
17 A. It would be definitely preferable, yes, and it should
18 have happened, yes.
19 Q. Right.
20 Now, you continue in this email:
21 "At the moment we have a poorly performing site
22 which is mainly (but not totally) caused by poor
23 surveying and cheap incompetent sub contractors."
24 "Cheap incompetent subcontractors", who were they?
25 A. I think that's me just having a general vent, to be

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1 perfectly honest with you --
2 Q. Right, but who were they?
3 A. -- judging by the tone of the thing. I don't recall.
4 I don't know.
5 Q. Well, you must have meant somebody. You must have
6 indicated to Mr Blake somebody when referring to cheap,
7 incompetent subcontractors.
8 A. I don't know. I've not named anybody in the email,
9 so --
10 Q. No, that's why I'm asking you.
11 A. Yeah, well, obviously, but I don't recall.
12 Q. You don't recall.
13 What gave you to think that your subcontractors,
14 whoever they were, were cheap and incompetent?
15 A. I don't know because I don't recall.
16 Q. You say you don't recall. This was you having a vent.
17 A. Yes.
18 Q. So you must have felt pretty worked up about it to be
19 able to say things, even internally, this candid. I'm
20 just wondering why it is you can't recall.
21 A. Probably because it's about five years ago and
22 I couldn't name you who at the time I obviously felt
23 were cheap and incompetent.
24 Q. When you say you have a poorly performing site, in which
25 respects did you think at the time the site was

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1 performing poorly?
2 A. I think probably as it says there by the poor surveying.
3 I think we were probably -- and I'm guessing at this
4 because I don't recall -- it's probably to do with
5 orders and getting subcontractors on site in a timely
6 manner.
7 Q. Given that your view at the time looking at this
8 document was that you had poor surveying and cheap,
9 incompetent subcontractors, can you tell us whether you
10 took any steps as a result to ensure that the quality
11 was improved so that your subcontractors and surveyors,
12 however cheap, might have acted competently?
13 A. I obviously had a conversation with Steve and I'm sure
14 with Zak as well.
15 Q. Can I go to another email. Neil Reed, this time to
16 Claire Williams, {ART00006604}. This is now
17 17 August 2015.
18 Halfway down that email -- and to be fair to you,
19 you're not copied in on this, it's between Artelia and
20 their client, TMO:
21 "Claire,
22 "I've been to site today so I am up to speed
23 with ..."
24 Item 3:
25 "3. Simon Lawrence leaving in 12 weeks ... with no

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1 indication of contingency planning."
2 Pausing there -- well, we will come back to it,
3 actually, when we see the next part.
4 Three-quarters of the way down you can see it says:
5 "1. Ongoing delays, what is being done to mitigate
6 them ... and when will Rydon finish.
7 "2. Continuity measures re Simon's departure
8 cognisant that his last day is 23rd October and there is
9 now sufficient evidence to indicate that completion will
10 not be achieved on this date.
11 "3. Resource levels. I think Simon needs help with
12 what appears to be an overwhelming volume of work to
13 manage in the coming weeks."
14 Do you accept that, by August 2015, Rydon was not
15 committing sufficient resource to the Grenfell Tower
16 project?
17 A. I don't know if the resource had changed. We would have
18 to look at the records. I don't recall if the resource
19 had changed. Maybe people had left by then. There were
20 several people that had left, so ... and the team
21 changed throughout, so maybe that's the reason.
22 Q. That's not quite an answer to my question. I will just
23 press you a little.
24 Do you accept that, by this time, Rydon wasn't
25 committing sufficient resource to this project?

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1 A. I don't know in what context and what resource we are
2 talking about, because I don't think the site team or
3 the team as a whole had particularly changed, so ...
4 Q. Right.
5 Well, if that's the case, are you able to explain
6 why, again, Mr Reed had the perception that he expresses
7 here?
8 A. No, I think you would have to ask Neil.
9 Q. All right.
10 He thinks and says that you are or appear to be in
11 need of help because you are dealing with
12 an overwhelming volume of work to manage in the
13 coming weeks.
14 Was he right about that? Were you dealing with
15 an overwhelming volume of work?
16 A. Well, there's always a considerable amount of work to
17 do, yes.
18 Q. Did you need help?
19 A. And I was --
20 Q. I'm so sorry.
21 A. Sorry. And I was involved more from a hands-on point of
22 view than probably you would expect of a contracts
23 manager. And obviously there was -- I don't know at
24 that stage, so that's August, whether there was
25 something particular in the programme that was starting

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1 that needed additional resource, I don't recall.
2 Q. Did you need help?
3 A. It would always have been welcome.
4 Q. You say that you were involved more from a hands-on
5 point of view than probably you would expect of
6 a contracts manager. Does that not rather suggest that
7 you were actually under-resourced or short-handed so
8 that you were doing rather more work than you would
9 ordinarily expect?
10 A. Possibly, possibly there was more being -- I don't know,
11 possibly there was more from a client perspective that
12 needed attention than would otherwise. I mean, it was
13 a complex project, so -- and there was a lot of change,
14 so it may be from that point of view.
15 Q. If you felt that you needed help to do the things that
16 you otherwise wouldn't do, why didn't you go to the
17 client and say, "Can I please have an extra pair of
18 hands"?
19 A. Because I wouldn't go to them, I would be going
20 internally to -- that would be for Rydon to be dealing
21 with.
22 Q. Why didn't you do that?
23 A. Because I felt that I was obviously doing my best to
24 cope with it. We're always under -- there is no time we
25 are sitting there twiddling our thumbs, doing nothing.

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1 We're always under time pressure and volume of work.
2 Q. Now, item 2, which I read to you:
3 "Continuity measures re Simon's departure cognisant
4 that his last day is 23rd October ..."
5 Can you help us: was there a system by which you
6 handed over to your successor, given that you were going
7 to be leaving on 23 October?
8 A. Yeah, I served my -- I had three months' worth of notice
9 which I served, and in that time period gradually Steve
10 integrated into my role, taking over my role, and
11 Dave Hughes was brought in as well.
12 Q. Was there a handover process?
13 A. By the fact of -- yes, there was, by the fact of Steve
14 being on site, and I can't tell you how many days
15 a week, but more days a week, and sharing the --
16 gradually taking over the workload. So yes.
17 Q. Did you have a handover meeting with Steve Blake?
18 A. Not one specific meeting, but we had a meeting weekly
19 from the start of this. We always had an update weekly
20 for all the teams at our head office with Steve, so he
21 was fully aware of the progress of the project from the
22 very start, so he was very -- yeah, he was already very
23 aware and up to speed, but it was just a three-month
24 handover where he gradually got introduced into the
25 projects more.

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1 Q. What about David Hughes, did you have a handover meeting
2 with David Hughes?
3 A. David Hughes did the same, but he took over more of
4 Simon O'Connor's role rather than mine. So
5 Simon O'Connor I think had -- well, had left by then or
6 around that time.
7 Q. Right. So the gist, I think, of what you are telling us
8 is that there was no specific handover meeting between
9 you and either of those Rydon executives; rather,
10 a process by which they gradually became more involved
11 over the period of your notice.
12 A. Yeah, agreed.
13 Q. Yes, I see.
14 A. Yeah.
15 Q. Can I ask you to look at ART00006706, please. I would
16 like you to look at the top email there from Jon White,
17 10 May 2015 -- that isn't right, it's actually
18 an American dating, it's 5 October 2015, to
19 Claire Williams, and we can tell that because the email
20 to which it responds it dated the same day,
21 5 October 2015.
22 He says there:
23 "Hi Clare,
24 "Tony is back from holiday now, and we have arranged
25 to view 136 then. We will also view the other

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1 properties you stated, and will come back to you
 2 tomorrow, is that OK?
 3 "Just sent my report, not good reading I'm afraid,
 4 Simon from Rydons needs to start handing over all the
 5 duties to his replacement asp(sic), and Rydons needs to
 6 get the cladding contractor to up their labour
 7 immediately."
 8 Did anybody raise these concerns as reflected in
 9 this email with you?
 10 A. Not that I recall, but Jon White would only be visiting
 11 site once a week, once every two weeks, so he wouldn't
 12 see what handover was happening or wasn't happening, to
 13 be fair.
 14 Q. Do you recall an issue on site with the cladding
 15 contractor being short-staffed or not having sufficient
 16 labour?
 17 A. I think at that time, if that -- if the dates are round
 18 the other way, I think that is the time where Harleys
 19 were transitioning from one company to another. So it
 20 would seem correct in what he's saying, that there may
 21 well be a dip in performance or dip in progress whilst
 22 they're changing from one company to another.
 23 Q. How did you deal with that, Mr Lawrence?
 24 A. I didn't particularly, it was with Steve at the time.
 25 Q. Right. Why is that?

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1 A. Because I was leaving. So I was a couple of weeks away
 2 from leaving.
 3 Q. I see. So --
 4 A. At that time Steve was integrated, and Steve was picking
 5 up that transition from the -- from Harley Curtain
 6 Walling.
 7 Q. Does that mean that as Mr Blake was doing more, you were
 8 doing less?
 9 A. Yes, of the ongoing stuff, yes.
 10 Q. Was Mr Blake specifically engaged in the issue of
 11 ensuring that the cladding contractor at this time had
 12 sufficient labour?
 13 A. Yes, Steve would know all about the transition from one
 14 Harley company to another.
 15 Q. Can we look at {ART00006672}, please. This is an email,
 16 9 May 2016, so this is after you left Grenfell, and you
 17 are, I think, unlikely to have seen this document, but
 18 I just want to flag it with you.
 19 He says in the second line:
 20 "This is just to flag that this is becoming a farce:
 21 despite all our efforts to ensure a smooth landing
 22 I have to say I do not think I have ever worked with a
 23 Contractor operating with this level of nonchalance.
 24 "We are all getting sucked into to doing far more
 25 than we ought to at this stage of the project. I am

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1 wondering If you need to write to TMO to express our
 2 concern and what we are endeavouring to do about it -
 3 additional site visits, additional meetings, endless
 4 emails on design related issued that dont concern us as
 5 Claire is the design lead, etc, challenging the
 6 Contractor, etc."
 7 Now, up to the point at which you left on
 8 23 October 2015, so some eight months or so prior to
 9 this email, to be fair to you, is that a fair criticism
 10 of Rydon?
 11 A. No, I don't think so.
 12 Q. Had Artelia or the TMO, either of them, ever accused you
 13 or Rydon generally to your knowledge of nonchalance?
 14 A. No.
 15 Q. Can I ask you to go to {RYD00042091}, please, an email
 16 of 20 May 2015, so a year before, while you are on the
 17 project. It's from you to Simon O'Connor and
 18 Danny Osgood, and you're forwarding to them an email
 19 exchange between yourself and David Brissenden, who we
 20 have discussed, I think, a day or two ago.
 21 You say in the second paragraph there:
 22 "... I've told him about our Quality procedures
 23 which we should be carrying out. Whilst we always do
 24 this we aren't always the greatest on site at keeping
 25 all of the records. In this case we need to be spot on

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1 in case the funders require it at the end in order to
 2 release funds."
 3 Do you see that?
 4 Is it fair to say that even you acknowledged that
 5 Rydon's quality control was lacking at least in the
 6 respect you identify there?
 7 A. I think that reads as keeping, as in long-term, the
 8 records, as opposed to not doing them.
 9 Q. Would it be fair to describe Rydon's attitude about
 10 record-keeping on site at the very least as nonchalant?
 11 A. No, I don't think that's fair.
 12 MR MILLETT: Can I ask you some questions -- Mr Chairman,
 13 I'm two topics short of completion. They're short
 14 topics. It might be convenient to take a break now.
 15 SIR MARTIN MOORE-BICK: Well, we're going to have to have
 16 a break before long anyway.
 17 MR MILLETT: Exactly, we are.
 18 SIR MARTIN MOORE-BICK: How long will it take you to finish
 19 your questions?
 20 MR MILLETT: About 20 minutes, I would say. I appreciate
 21 that's not ideal, and it's slightly longer than we at
 22 least told the witness.
 23 SIR MARTIN MOORE-BICK: Let me just ask you this,
 24 Mr Lawrence: when Mr Millett gets to the end of his
 25 questions, which he says will take 20 minutes, we shall

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1 have to have a break anyway so that he can consider
2 whether there is anything that's been left out or
3 perhaps to consider potential questions from other
4 people, who aren't in the room. At that point we will
5 probably have to have at least a 15 or 20-minute break.

6 Would you feel comfortable going on for another
7 20 minutes and then having a longer break, or do you
8 feel you would like to break now?

9 THE WITNESS: I'm happy either way, whichever suits.

10 SIR MARTIN MOORE-BICK: Are you sure?

11 THE WITNESS: Yes.

12 SIR MARTIN MOORE-BICK: In that case, Mr Millett, I think it
13 would be better if you got to the end of your questions,
14 don't you?

15 MR MILLETT: I do, yes, I'm very happy to do that.

16 SIR MARTIN MOORE-BICK: Thank you.

17 MR MILLETT: Now, I want to ask you about Building Control
18 and first of all the topic of workshops.

19 Now, Mr Crawford told the Inquiry -- and I'm going
20 to give some references. I'm going to tell you what he
21 said, but if you want to see the transcripts, we will
22 dig them out and put them up on the screen.

23 But on {Day11/14:2} Mr Crawford said:

24 "... we'd [that's Studio E, at the very least] had
25 workshops on site with building control, and one of the

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1 things that was discussed was the cavity barrier
2 strategy."

3 Then {Day11/14:20}, he says:

4 "... what would happen is you would have the design
5 team meeting, then Rydon would bring in either Harley
6 and/or building control, and you would have a sort of
7 workshop off the back of it, let's say."

8 Then on {Day11/15:11} he said:

9 "Also, Rydon was having separate meetings with
10 building control, so whether I ended up just sitting in
11 those ... it's very difficult to definitively say when
12 all of them were."

13 Pausing just there, do you remember having
14 workshops, as he described them, with Building Control
15 in which the design for Grenfell Tower was discussed?

16 A. I remember Building Control coming to site, yes, and
17 sitting round a table to discuss plans, designs,
18 et cetera, yes.

19 Q. Did you have these workshops, as Mr Crawford describes
20 them, without Studio E there at any time?

21 A. I don't recall Studio E not being there, but I could --
22 yeah, I could stand corrected, but I don't recall that.
23 But Building Control would obviously turn up to site or
24 be invited to site to come and inspect the works, so
25 unless Neil is referring to that, I don't know.

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1 Q. I see, okay.

2 He referred to them as workshops, and were these
3 pre-arranged brainstorming sessions where you would talk
4 about problems, or were they inspection occasions?

5 A. The workshops I believe he's referencing are where we
6 would have the design team, and then Building Control
7 would then join to discuss things like the fire barrier
8 conversations we went through earlier.

9 Q. Right.

10 Now, can you remember -- and I appreciate it's
11 a long time ago -- when the first of these so-called
12 workshops happened?

13 A. Date-wise, no.

14 Q. Roughly? Even a date range would be helpful.

15 A. Yeah. Well, it ... it would be obviously after the
16 application went in to Building Control, so the last
17 quarter of 2014 --

18 Q. Right.

19 A. -- maybe.

20 Q. How regularly did they occur, do you remember?

21 A. With Building Control, I think it was as and when there
22 was a specific topic to go through.

23 Q. Were records taken of these so-called workshops? Or
24 meetings, let's call them that.

25 A. I don't know, I can't remember.

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1 Q. Did you observe records being taken of them?

2 A. I ... I don't recall.

3 Q. Did you take any yourself?

4 A. I may have taken -- I may have taken handwritten notes,
5 but they're not available anymore unfortunately.

6 Q. Right. Mr Crawford --

7 A. Sorry, can I just add to that? Generally, anything
8 coming out of meetings like that, if there weren't
9 actual minutes, generally they'll be clarified by email
10 by one of the parties.

11 Q. Do you remember who from Building Control attended?

12 A. It would be John Hoban, and I think Paul Hanson did as
13 well.

14 Q. Anybody from Harley, do you remember?

15 A. Yeah, it would have been.

16 Q. Who was that?

17 A. I'm guessing now, it will be --

18 Q. Don't guess. If you can't remember, you can't remember.

19 A. I couldn't tell you specific names.

20 Q. All right.

21 Mr Crawford said in some instances it was Ray and
22 Ben -- those would be the Baileys -- and sometimes
23 Kevin Lamb.

24 A. Yeah, that would sound correct.

25 Q. Did Rydon orchestrate those meetings? Was Rydon and

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1 specifically you the person who actually organised them?
 2 A. I don't know if it was me or Studio E or Harleys,
 3 potentially. It could be any of the three parties.
 4 Q. To your understanding, were they arranged with
 5 Building Control as a way of resolving issues with the
 6 design of the cladding package?
 7 A. If Harleys were involved, then yes, I would assume so.
 8 Q. Was there any discussion at these meetings about the
 9 materials that were being used on the building?
 10 A. I would have thought so, but I'm assuming because --
 11 Q. You can't remember?
 12 A. -- I can't recall what the --
 13 Q. I was going to ask you specifically in respect of the
 14 materials to be used in the cladding system.
 15 A. Again, I would assume so, if it was a cladding- specific
 16 meeting, but ...
 17 Q. Do you remember whether any drawings were examined at
 18 those meetings?
 19 A. Again, I would expect there to be, yes, but I couldn't
 20 say for definite, but I would expect there to be.
 21 Q. Yes.
 22 Mr Crawford's recollection is that you, Mr Lawrence,
 23 orchestrated those meetings. He is clear about that.
 24 Can you help, is he right?
 25 A. I think between the -- all parties, if there was a -- it

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1 would be flagged from Harleys and/or Studio E, probably
 2 Harleys if we're talking about cladding, that there was
 3 some advice needed from Building Control. Yeah, there
 4 may well have been myself or Simon O'Connor that made
 5 a phone call or sent an email and arranged for them to
 6 be on site. We may have arranged for them to be the
 7 same time as when there would be an inspection of the
 8 actual building works as well.
 9 Q. Can I ask you to look at Mr Crawford's statement at
 10 {SEA00014275/65}. I would like to look with you,
 11 please, at paragraph 206 at the bottom of that page. He
 12 says in the first line:
 13 "Towards the start of my involvement in the Project,
 14 I recall meeting John Hoban (Building Control) with
 15 Simon O'Connor (Rydon) on site."
 16 He goes on to say:
 17 "This may have been during the week commencing
 18 25 August 2014. I remember that John was very clear
 19 about how he wanted information issued, such as that he
 20 was specifically and primarily concerned with fire
 21 related matters and wanted a basic set of information so
 22 that he could then request further information if he
 23 required it, so that he was not overwhelmed with
 24 information."
 25 Now, you're not referred to there as being present

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1 at the meeting, but do you remember the occasion of the
 2 meeting?
 3 A. Not, not specifically, but --
 4 Q. Right.
 5 Mr Crawford's recollection was that this was
 6 a formal introductory meeting and that he specifically
 7 recalls sitting there and discussing the project with
 8 Mr Hoban, and that Mr Hoban inspected basic drawings and
 9 took them away. But he also said -- and this, for our
 10 note rather than your benefit, is {Day11/139:25}:
 11 "... Simon Lawrence almost certainly would have been
 12 at that meeting."
 13 Do you remember that?
 14 A. I would have been -- I would have expected to have been
 15 probably at a majority of the meetings with
 16 Building Control, but quite often -- John was working on
 17 the project next door, as I think it shows on there, so
 18 would often, as he was in the area, pop by, pop into the
 19 site. So I didn't see John -- I didn't show him round
 20 site when there was inspections. I may have seen him
 21 once or twice, but I wouldn't -- because I wasn't on
 22 site all the time, I wouldn't necessarily be there at
 23 the same time he was, so ...
 24 Q. Do you remember attending a meeting with Mr Hoban in
 25 late August 2014 at which Studio E provided Mr Hoban

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1 with design drawings of Grenfell Tower and Mr Hoban took
 2 them away?
 3 A. I don't remember that specific meeting.
 4 Q. Right.
 5 A. But that's not to say I wasn't there.
 6 Q. Continuing with the topic of Building Control, had you
 7 ever worked with RBKC Building Control at any time prior
 8 to the Grenfell Tower project?
 9 A. No.
 10 Q. Can I ask you to look at {RYD00004218}. This is
 11 an email from Steve Blake to you and Zak Maynard,
 12 8 May 2014.
 13 Can I ask you to look at the bottom. It's about
 14 cladding, it's about the face-fixed panels and the fact
 15 that the planners remain to be convinced about rivets.
 16 So that's where we are in that part of the story. We
 17 examined that a couple of days ago.
 18 At the bottom of the email, Steve Blake says to you:
 19 "Ps Claire mentioned Building Control submission as
 20 the dept is swamped - use someone else?"
 21 Did you respond to Steve Blake, do you think?
 22 I don't think we have been able to track down
 23 a response?
 24 A. I don't recall that comment. I don't recall that email
 25 particularly, to be fair.

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1 Q. Right. Do you remember having any discussions with
2 Ms Williams on this topic at all?
3 A. No, I don't remember Claire mentioned it, no.
4 Q. Did you consider appointing an independent
5 Building Control inspector, an AI?
6 A. Not in -- no, not at Grenfell, no. And to be fair,
7 we -- and that's not to say we never did, but generally,
8 when you are working for a local authority, would
9 appoint the local authority Building Control as well.
10 Q. Do you know who made the decision as to which
11 Building Control inspectors to use, so to speak?
12 A. No, I don't remember the specific decision. I think it
13 was always assumed that RBKC Building Control would be
14 used. Yeah.
15 Q. Would it have been more expensive to use an approved
16 inspector as opposed to using RBKC Building Control?
17 A. I don't know.
18 Q. Did you look into it?
19 A. No.
20 Q. Now, {RYD00016969}, please. This is an email of
21 2 September 2014 where Mr Crawford emails you, and he
22 says:
23 "Simon
24 "Paul is a fire engineer and best placed to answer
25 questions regarding the Dry riser and AOVs.

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1 "John Hoban won't be able to provide any answers on
2 his own and tends to refer to Paul all the time which
3 can be frustrating when you want answers."
4 From that email, do you remember whether you drew
5 any conclusions about John Hoban's competence with
6 respect to fire issues?
7 A. No, it just showed that he would default to his fire
8 engineer, so ...
9 Q. From your experience of your work on Grenfell Tower, are
10 you now in a position to agree with Neil Crawford's
11 assessment of the relationship between John Hoban and
12 Paul Hanson that he expressed here?
13 A. John would -- and I think there are other emails that
14 probably sets out which parts of the building Paul would
15 look at, which parts of the building John would look at,
16 but yeah, John would consult with Paul. My belief is
17 John would consult with Paul, as the fire engineer, on
18 fire-related matters.
19 Q. Now, when Rydon came on as a design and builder into the
20 project, did you yourself take any steps to find out
21 what contact Studio E already had within RBKC
22 Building Control?
23 A. I recall the name John Allen, but I can't remember quite
24 what we did or didn't do.
25 Q. Were you aware of any pre full plans application

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1 submissions to Building Control?
2 A. No, I think there had been some preliminary work with
3 Building Control.
4 Q. Right.
5 A. But ...
6 Q. Were you aware that Studio E had not, by the middle of
7 2014, provided Building Control with any detailed
8 information about the cladding design?
9 A. By the middle of 2014?
10 Q. Yes.
11 A. Because the cladding design wasn't --
12 Q. Yes.
13 A. -- completed by then.
14 Q. So is the answer to my question: you were aware that
15 they hadn't provided any detailed information?
16 A. Correct.
17 Q. Even if it wasn't completed.
18 A. Correct.
19 Q. Can I ask you to look at {RYD000012502}, I just want to
20 ask you about the full plans application.
21 This is an email from Mr Sounes to Mr Allen of RBKC
22 of 17 July 2014, to which you were copied, and if you
23 look at -- I think we may need the second page, actually
24 {RYD000012502/2}.
25 SIR MARTIN MOORE-BICK: This is from Mr Crawford, I think.

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1 MR MILLETT: It is. The one I want is on the second page,
2 in fact.
3 SIR MARTIN MOORE-BICK: Ah, right.
4 MR MILLETT: Yes. This goes back to January 2014, that's
5 where it starts, but if you go to page 1
6 {RYD000012502/1}, I just want to look at the exchanges
7 on 17 July.
8 John Hoban writes to Neil Crawford, cc Paul Hanson:
9 "Neil,
10 "Please find detailed below the last e-mails that
11 I have in my possession relating to the Grenfell Tower
12 Project ..."
13 Then Neil Crawford to John Hoban by way of response
14 the same day, copied to Mr Sounes and Mr Lawrence:
15 "John
16 "Thank you for the correspondence. I understand
17 from Bruce that the value of the project currently sits
18 at ~£8.5m. Following the submission of an agreed fee
19 schedule for the next phase/approved inspector stage of
20 the project I agree that it would make sense to sit down
21 at the earliest convenience to review where we are going
22 forward."
23 So it is a Crawford not a Sounes email, and you got
24 that at the time.
25 So is this right: you were aware at the time that,

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1 at this point, it was important for the project
 2 architect and Building Control to look together at, as
 3 it were, "where we are going forward"?
 4 A. Yes.
 5 Q. Then if you look at the next document, {SEA00000175},
 6 this is an email of 24 July 2014, this time from
 7 Bruce Sounes to John Allen, copied to Neil Crawford and
 8 you:
 9 "John,
 10 "Further to Neil Crawford's email a week ago and my
 11 earlier call, please could you get in touch to discuss
 12 building control fees for the above project?
 13 "We understand that the client's budget is £8.5m.
 14 The application will be made by the design and build
 15 contractor, Rydon who are on site. Studio E's
 16 appointment has been novated to Rydon and we will be
 17 leading on gaining approval.
 18 "The fire strategy was a tricky subject and we would
 19 like to engage on this as soon as possible."
 20 Now, by the time these emails had been sent, Rydon
 21 had been the design and build contractor, although not
 22 formally contracted yet, that didn't come until October,
 23 for about three months. I think it's right that you
 24 didn't sit down at this point with RBKC for a review of
 25 where we're going; is that right?

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1 A. Correct.
 2 Q. If you go to the next document, {SEA00011398}, a little
 3 bit later in the month, July 2014, this one 29 July,
 4 Bruce Sounes to Zak Maynard and you, copied to
 5 Neil Crawford:
 6 "... see note from Building Control on the fee."
 7 Then in the last paragraph he says:
 8 "He wants a set of drawings to accompany the
 9 submission but it probably makes sense to hold on the
 10 drawings until we have confirmation on the flats and
 11 ground floor changes."
 12 When you got this email, did you take this as
 13 Studio E advising you not to submit drawings with the
 14 full plans application form, do you think?
 15 A. I don't think we would have submitted the form; I think
 16 that would have actually been done by Studio E. I think
 17 all we did was probably provide the fee, the cheque.
 18 Q. Did you take this nonetheless as advice that whoever was
 19 going to do the submission, the drawings were not going
 20 to be submitted with the full plans application form?
 21 A. Yes, I probably did.
 22 Q. Did you agree with that -- sorry.
 23 A. Well, I think at the time there was still quite a lot of
 24 change going on and ... well, you wouldn't want to
 25 confuse Building Control by issuing a set of plans that

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1 two weeks later on would be out of date.
 2 Q. Was it common in your experience for full plans
 3 applications to be submitted without any drawings?
 4 A. Is it common?
 5 Q. Yes.
 6 A. I don't normally submit them, but I would have thought
 7 they would go with some drawings, whether it be full
 8 plans or not, but I think it would depend on what stage
 9 the design was at at the time.
 10 Q. Can I ask you to look forward in time to {ART00006722},
 11 please. These are the minutes of the meeting of
 12 progress meeting number 2, 19 August 2014, as you can
 13 see there, and this is a meeting at which I think you
 14 were not present, but received these minutes for
 15 information.
 16 If we look at item 6.1 on page 3 {ART00006722/3},
 17 please, we can see there, "Building Control":
 18 "SL to confirm when he has appointed the building
 19 control regulator through the council."
 20 Now, first of all, do you remember seeing these
 21 minutes?
 22 A. I don't remember them specifically, but I'm sure I did.
 23 Q. All right.
 24 By this stage -- this is 19 August 2014 -- the full
 25 plans application had been submitted, but do you

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1 remember whether Rydon had yet made direct contact with
 2 Building Control?
 3 A. I don't recall, but there is an email of me introducing
 4 us to it -- to them, so ...
 5 Q. It appears that you were going to confirm when you had
 6 appointed the Building Control regulator through
 7 the council, so can we take it from that that even
 8 though the full plans application form had not yet gone
 9 in, you hadn't actually made the appointment as
 10 indicated there?
 11 A. I think all that's -- all I would read into those
 12 minutes is that maybe as I wasn't in attendance, Simon
 13 or whoever else didn't confirm that we had already done
 14 that, whether they -- yeah, didn't confirm they did that
 15 and were expecting me to confirm it.
 16 Q. Right.
 17 Is it right that at that stage -- 19 August -- the
 18 plans had gone in but you had not yet appointed the
 19 Building Control regulator?
 20 A. The plans had gone in to Building Control but we had not
 21 yet appointed them? Sorry, is that what you're saying?
 22 Q. Yes, that's what I'm asking you.
 23 A. I would have to look at the correspondence to know when
 24 the application form went in, when the cheque went in,
 25 et cetera. But I don't recall that timeframe.

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1 Q. All right.
 2 3 September 2014, {RYD00016990} you emailed
 3 John Hoban yourself to introduce yourself.
 4 A. Yeah.
 5 Q. You see that email. You say yes.
 6 A. I recall it because --
 7 Q. You recall it?
 8 A. We've looked at it --
 9 Q. We have.
 10 A. -- since.
 11 Q. We have:
 12 "Morning John
 13 "We haven't been introduced properly yet, but I am
 14 Rydon's Contracts Manager for the Grenfell Tower
 15 project."
 16 That was the first contact I think you had with
 17 Building Control, wasn't it?
 18 A. Yes, I believe so.
 19 Q. You refer in that email, as you can see, to a meeting
 20 on site between John Hoban and Simon O'Connor.
 21 A. Which presumably is the meeting that was referenced
 22 a few moments ago.
 23 Q. Yes, I was going to ask you that.
 24 Did Simon O'Connor himself relay to you what had
 25 been discussed at that meeting? I know Mr Crawford

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1 recalls you being present and you can't remember, but
 2 did Mr O'Connor tell you what was discussed at that
 3 meeting?
 4 A. He may have done at the time but I don't recall now.
 5 Q. Do you know whether Mr O'Connor had said anything to
 6 Mr Hoban about whether the cladding system complied with
 7 Approved Document B?
 8 A. I don't recall being told that and I can't imagine --
 9 I think it's probably best to ask Simon, but I can't
 10 imagine that he would be -- Simon O'Connor would be
 11 stating that to Building Control.
 12 Q. Then you go on to say in the email, halfway down that
 13 first paragraph towards the right-hand side:
 14 "To be honest we would have liked to have got
 15 yourself on board earlier but there has been some Client
 16 design changes which we were hoping to confirm before
 17 our application so as not to confuse issues in the
 18 future."
 19 Now, I think you had been saying internally that you
 20 were going to be getting Building Control on board from
 21 as early as June 2014. Can you explain the time lag?
 22 A. Only by the fact that there was a lot of changes going
 23 on and exactly what I've said there. I'm not sure the
 24 reference to June, whether it said there was a date that
 25 it had to be done by or whether it was a comment in June

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1 that we would get Building Control on board, which is
 2 exactly what happened once we knew what we were
 3 building. We didn't want to get Building Control on
 4 board before we actually knew what the scheme was going
 5 to be finally comprised of.
 6 Q. By this stage, Studio E had submitted the full plans
 7 application but no drawings, or no detailed drawings.
 8 A. Okay, because we were still -- I would suggest we were
 9 still going through the design process of changing
 10 windows and looking at everything else relating to that.
 11 Q. Yes. I'm just really trying to suggest to you that
 12 Rydon were quite slow in getting to talk to
 13 Building Control and I want to know why that is.
 14 A. I would disagree with that. I don't think that's any
 15 different, in my experience, to other contracts, and why
 16 would you want to bring somebody on board with
 17 information you know is going to change potentially
 18 a week or two weeks later and completely confuse things?
 19 It just makes sense to --
 20 Q. Work had started on site by this stage, hadn't it,
 21 certainly the enabling works?
 22 A. The enabling works may have done, yes.
 23 Q. Were you under pressure to submit the full plans
 24 application form, even though without the detailed
 25 drawings, because work had started on site?

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1 A. I mean, we would be keen to be getting them on board as
 2 soon as possible, but again, we were waiting for the
 3 significant changes that were brought about before we
 4 engaged fully.
 5 Q. Now, {SEA00011707}, please. This is 18 September 2014,
 6 when Neil Crawford emails you, and he attaches some MOE,
 7 means of escape, plans. He says:
 8 "Simon
 9 "Not sure if you are aware of these building control
 10 preliminary observations that were made at the end of
 11 last year (attached).
 12 "They raise a number of concerns in relation to
 13 additional doors/specification fire ratings/venting.
 14 They will also have ironmongery implications.
 15 "Based on our experience at KALC where the process
 16 dragged on over a long period I am keen to sit with John
 17 and Paul and go through these issues and clarify them
 18 all in order to eliminate risk."
 19 Was this the first time you were aware of
 20 pre-application discussions between Studio E and
 21 Building Control?
 22 A. It may have been, I don't --
 23 Q. Were you surprised that Neil Crawford was sending these
 24 comments nearly nine months after they had been
 25 received?

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1 A. Sorry to us?
 2 Q. Yes.
 3 A. I don't recall my thoughts at the time but, you know --
 4 I don't really recall .
 5 Q. Studio E had been novated after you had been appointed
 6 in the March of 2014, and yet here was Mr Crawford only
 7 sending you Building Control's preliminary observations,
 8 made at the end of 2013, as late as 18 September 2014.
 9 Were you surprised by that?
 10 A. You would expect them -- I don't recall my thoughts at
 11 the time on this particular one, but you would expect
 12 them to be sent earlier unless they had been
 13 incorporated in the design, there had been comments
 14 incorporated in the design and the design was now up to
 15 date with the comments that had been mentioned
 16 previously.
 17 Q. Did you get the feeling that the Building Control
 18 process was some way behind where it should have been at
 19 this stage, given that at least the enabling works had
 20 started on site?
 21 A. I think I would probably refer to my previous answers
 22 about needing not to confuse Building Control and
 23 everybody else with a set of drawings that you know is
 24 going to be out of date.
 25 Q. {RYD00018742}, please, 24 September 2014, so about

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1 a week later. This is an email from Neil Crawford to
 2 John Hoban, copied to you, and here we see him sending
 3 a zip file of Building Control sets, and it's a series
 4 of fire strategy drawings. We looked at this earlier in
 5 your evidence.
 6 Did you agree with Studio E in advance which
 7 drawings would be sent to Building Control, do you
 8 remember?
 9 A. No.
 10 Q. Do you remember whether you checked these drawings at
 11 the time?
 12 A. No, I would have been relying on Studio E.
 13 Q. Right.
 14 Were you aware at this time -- and I think we looked
 15 at this earlier -- that the drawings still had the
 16 cladding panels labelled as zinc, even though by this
 17 time ACM had been decided upon in principle?
 18 A. No, I didn't notice it, no.
 19 Q. Were you aware that Studio E had not provided any
 20 details of the insulation that was to form part of the
 21 cladding in these drawings?
 22 A. No.
 23 Q. Or that Studio E had not provided Building Control with
 24 the NBS specification?
 25 A. No, I didn't notice that.

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1 Q. Right.
 2 Now, we know that in September 2014, in a document
 3 I'm not going to go to with you, RBKC Planning
 4 Department approved the change from zinc to ACM.
 5 Would you, as contracts manager at Rydon, have
 6 expected details of that change to be provided to
 7 Building Control itself?
 8 A. I would expect the update -- the updated drawings to go
 9 to Building Control, yes.
 10 Q. Did you check to see whether they had been?
 11 A. At that time, no, I don't -- I don't believe we did.
 12 I think that was the process that we were -- Studio E
 13 were carrying out. As the design process, design
 14 development, was going through its development process,
 15 because it wasn't all finalised at the start, you would
 16 expect them to update drawings and pass them on to
 17 Building Control as it progressed.
 18 Q. Right.
 19 Who had the principal liaison with Building Control,
 20 would it be Rydon or would it be Studio E?
 21 A. As far as design, it would be Studio E; as far as site
 22 inspection, it would be Rydon.
 23 Q. I see.
 24 Are you aware of any register or tracker on the
 25 project that kept a record of which drawings were sent

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1 to Building Control?
 2 A. I don't believe there were from Rydon but I would expect
 3 Studio E to.
 4 Q. Right.
 5 A. That would be in Studio E's remit.
 6 Q. Given what you have told us earlier in your evidence
 7 a number of times about Rydon's reliance on
 8 Building Control in relation to compliance with
 9 statutory requirements, can you explain why, given that
 10 reliance, there was no Building Control tracker
 11 established at Rydon so that you knew, or could tell if
 12 you wanted to know, what drawings Building Control had
 13 been provided with?
 14 A. That's -- I'm not sure Rydon -- I've never seen
 15 a Rydon/Building Control tracker. That's normally
 16 correspondence between Building Control and the
 17 architect, and both keep record of what they require and
 18 what they need to be sent, and quite often there is
 19 a file on site from Building Control that makes these
 20 comments and any queries relating to it, so ...
 21 Q. So does it come to this: that even though Rydon was
 22 relying on Building Control to assist or advise it in
 23 relation to compliance matters, Rydon was reliant on
 24 others to keep a record of what drawings
 25 Building Control had at any given time?

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1 A. Correct.
 2 Q. So in relying on Building Control, you weren't to know
 3 what drawings Building Control had or hadn't without
 4 going to other people first?
 5 A. Correct.
 6 Q. I see.
 7 Just some questions about site visits .
 8 Were you present on site --
 9 SIR MARTIN MOORE-BICK: Mr Millett, you have run for half
 10 an hour, not 20 minutes.
 11 MR MILLETT: Indeed.
 12 SIR MARTIN MOORE-BICK: Not that I want to stop you, it 's
 13 just --
 14 MR MILLETT: I have one short topic to cover, and it 's part
 15 of the same run of questions on site visits .
 16 SIR MARTIN MOORE-BICK: Are you all right?
 17 THE WITNESS: Yes.
 18 MR MILLETT: I appreciate I may be testing everybody's
 19 patience with these.
 20 Do you ever remember discussing the cladding works
 21 with Mr Hoban on site?
 22 A. No.
 23 Q. So you don't have any recollection of discussing the
 24 materials that were to be used in the cladding system on
 25 this tower with Mr Hoban?

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1 A. No, I saw John -- when it comes to site inspections,
 2 I saw John very rarely on site . It would be managed by
 3 Simon O'Connor and the team.
 4 Q. Can I ask you to look at {RYD00094213/6}. This is
 5 David Hughes' statement to the Inquiry. He is going to
 6 be coming to give evidence, we expect, next week.
 7 Now, at page 6, at paragraph 26, says that when he
 8 started on site :
 9 "I was informed by either Simon Lawrence or
 10 Jason North that the Clerk of Works and Building Control
 11 had been up the mast climbers to inspect the cladding on
 12 a number of occasions and were happy with the quality of
 13 the installation ."
 14 Do you recall having a conversation with
 15 David Hughes to that effect?
 16 A. I don't recall that specific conversation, but it would
 17 make sense that we had -- as part of the handover, we
 18 had had that conversation, or one similar, yes.
 19 Q. How did you know, if you did have that conversation,
 20 which you can't rule out, that Building Control was
 21 happy with the quality of the installation as he
 22 records?
 23 A. Because otherwise they would be recording comments with
 24 us and they would -- so site inspections,
 25 Building Control turns up, Building Control has a look

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1 at a section of work, and then they make comment either
 2 in a register or a folder that 's kept on site , or via
 3 email, to say if there is any areas of concern, snags,
 4 for a better word, and works that need to be -- need
 5 some remedial works to be put right , and then they would
 6 come back and inspect those works once they had been put
 7 right .
 8 Q. Did Mr Hoban or anybody else from RBKC Building Control
 9 ever tell you yourself directly that they were happy
 10 with the cladding installation and its quality?
 11 A. Me directly, no, because, like I say, our paths might
 12 have crossed a couple of times, but I didn't show John
 13 around the site .
 14 MR MILLETT: Very good.
 15 Mr Lawrence, you will be glad to know that I have
 16 come to the end of my questions for the time being, and
 17 I'm going to ask the Chairman to take a short break to
 18 see whether other people from either behind me or core
 19 participants generally have follow-up questions for you.
 20 So I can't let you go quite yet, I'm sorry, but can we
 21 take a break at this point, Mr Chairman?
 22 SIR MARTIN MOORE-BICK: Yes. We had better have quarter of
 23 an hour, hadn't we?
 24 MR MILLETT: Yes, I think so, thank you very much.
 25 SIR MARTIN MOORE-BICK: Well, Mr Lawrence, I'm afraid it's

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1 not quite the end, but we will have a break now for the
 2 reasons which were explained.
 3 We'll come back at 4 o'clock, please, and remember
 4 not to talk to anyone about your evidence. Thank you
 5 very much.
 6 (Pause)
 7 4 o'clock, then, please. Thank you.
 8 (3.45 pm)
 9 (A short break)
 10 (4.00 pm)
 11 SIR MARTIN MOORE-BICK: Right, Mr Lawrence. The home
 12 straight, are you ready?
 13 THE WITNESS: Let's go for it .
 14 SIR MARTIN MOORE-BICK: Thank you.
 15 MR MILLETT: Mr Lawrence, just a couple of follow-up
 16 questions, first of all, on flat 136, the void. Do you
 17 remember the discussion about the door closer?
 18 A. Yes.
 19 Q. Do you know whether there were any written records kept
 20 of something called Toolbox Talks where damage to this
 21 door closer might have been recorded?
 22 A. I would expect there to have been written records of
 23 Toolbox Talks, yes, but whether that was on there
 24 I don't know.
 25 Q. Can I ask you to look at {RYD00049444}, please, which

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1 I think is the one we looked at earlier today, referring
2 to Mr Daffarn's complaint about the flat door of 136
3 being left open, the Perko being broken.

4 Now, we have not been able to find any response from
5 you at all. Can you explain why there is no message or
6 email in response to Ms Williams' question to you or
7 request to you?

8 A. No. It may have been verbal, I don't know.

9 Q. It may have been verbal --

10 A. I don't know what response there was.

11 Q. Right.

12 Was there any agreement or arrangement by you or
13 between you and the TMO whereby complaints like this,
14 you would not put them in writing but would deal with
15 them verbally?

16 A. No, there was no agreement, no.

17 Q. Was there any understanding with the TMO that, when it
18 came to Mr Daffarn particularly, complaints like this
19 would be dealt with other than in writing?

20 A. No, there was no protocol for that at all.

21 Q. Different topic. Could I ask you to be shown a document
22 which is {TMO00852038}.

23 Now, I asked you earlier on about whether TMO ever
24 gave you any detailed information about whether the
25 flats would be used by residents with things like

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1 mobility issues or impaired vision. Do you remember
2 that discussion we had?

3 A. Yes.

4 Q. I asked you some questions about whether Rydon had been
5 given enough information about the profile of the
6 residents occupying the building, and you I think
7 said -- and I'm summarising -- that the only information
8 that Rydon had was what the RLOs had, and that there
9 were meetings between Rydon RLOs and TMO housing
10 officers.

11 So look, please, at this document. This is a minute
12 or note of a housing management liaison meeting between
13 Rydon and the TMO of 14 November 2014. We can see who
14 was present: Mr O'Connor was present, and
15 Maxine Igbinedion of Rydon, Siobhan Rumble and
16 Claire Williams and apologies from others. You weren't
17 there, but I wonder whether you can help us with this.

18 First of all, did you ever read the minutes of these
19 meetings, even though you may not have been present?

20 A. Probably not. It would probably again -- anything of
21 concern would be raised by exception, so ...

22 Q. Right.

23 Can you explain why Simon O'Connor, who was the site
24 manager at this time, was present at these meetings and
25 not you?

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1 A. Simon O'Connor was project manager. Because he was
2 dealing with the project on a day-to-day basis --

3 Q. Project manager, I see.

4 A. Yes.

5 Q. I follow.

6 Item 2, "Resident profiling", and you can see what
7 is said there, and there are some discussions about
8 individual flats:

9 "MI [that's Maxine Igbinedion] said they had 107
10 surveys. The full spreadsheet needed to be ok'd by Nikki
11 before it can be passed to Siobhan. This includes info
12 on residents deemed vulnerable."

13 "MI noted that flat 14 requested a shower - MI to
14 get her to self refer to RBKC OTs ..."

15 And then there's a phone number:

16 "MI noted that flat 166 had a shower and asked for a
17 bath instead. SR to check tenancy basis - if new tenant
18 or mutual exchange takes flat 'as seen'.

19 "MI noted that there are 2 Netting Hill flats, and
20 they had asked for formal information regarding the
21 works. MI to pass the details to CW.

22 "SOC noted that flat 135 reported a broken window
23 (historic), Rydon swapped broken for one from void
24 flat 145."

25 I have read that to you in full.

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1 Question: were you aware that a Rydon resident
2 profiling exercise was an agenda item for these kinds of
3 meetings?

4 A. I don't think I was aware.

5 Q. Right.

6 Were you aware that any kind of exercise included
7 a collation by Rydon of information on individual
8 residents deemed to be vulnerable?

9 A. I think -- and, again, possibly best to ask Simon and/or
10 the RLOs, if you're speaking to them, but the -- we
11 would go round and -- or they would go round and meet
12 all the residents to get contact details and to get
13 any -- like I say, any circumstances that might be
14 relevant to the works, or they may need assistance. We
15 would offer assistance moving items if somebody couldn't
16 move items; we would offer assistance if there was a --
17 not if; there was a decamp flat that was prepared so
18 they could move out during the works during the day.

19 So that would be the purpose of the RLOs going
20 round, speaking to the residents, getting their
21 information, and obviously if there was any -- quite
22 often residents, I would suggest, spoke to the RLOs
23 about more stuff than was anything to do with us and we
24 would pass it back to the housing office, if they
25 hadn't -- didn't already know.

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1 Q. Did you know that a full spreadsheet was being compiled
 2 by Rydon, specifically Maxine Igbinedion and also
 3 Nikki Donnelly, which would then be passed to
 4 Siobhan Rumble at the TMO?
 5 A. Yeah, I probably did know. I mean, it's an RLO process,
 6 managed by the RLOs, but thinking about it, I probably
 7 did know.
 8 Q. Right.
 9 Was it your understanding that the TMO was expecting
 10 Rydon, looking at this document at the least, to have
 11 relevant information about vulnerable residents in the
 12 tower that it might need in order to make decisions
 13 about matters on the project and the design?
 14 A. Sorry, could you say that again? Sorry, I'm losing the
 15 thread of it a little bit.
 16 Q. Yes, I will.
 17 A. Sorry, apologies.
 18 Q. I will put the question a slightly different way so it's
 19 simpler.
 20 Did you understand at the time that the TMO expected
 21 Rydon to have a full dossier of information about
 22 individual residents so that the refurbishment could be
 23 planned?
 24 A. Yes, there is information that we needed to be able to
 25 contact residents and know the circumstances, yes.

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1 Q. Exactly, yes, and specifically relevant information
 2 about vulnerable residents?
 3 A. Those items would be picked up if the resident was
 4 obviously willing to share that information, yeah.
 5 Q. Can I ask you to look at a different topic. I want to
 6 ask you about CDM Regulations.
 7 Can you please go to {ART00006174/2}. This is
 8 an email chain between Rydon, Artelia and the TMO. On
 9 page 2 we can see it comes from Claire Williams,
 10 25 September 2015, so a month or so before you leave:
 11 "Simon
 12 "Can I ask if Rydon would be able to take on the
 13 role of Principal Designer for Grenfell, or whether you
 14 would look to contract this out to Studio E?
 15 "Can you please consider this request urgently as
 16 I understand that the role changes from 5 October?
 17 Artelia are preparing a handover pack, as their
 18 Professional Indemnity won't allow them to take on this
 19 changed role."
 20 If we scroll up to the response, page 1
 21 {ART00006174/1}, your response, we can see that you
 22 say -- sorry, it's not you but it's Steve Blake to
 23 Simon Lawrence and Claire Williams, so you, Rydon, say,
 24 and you see this:
 25 "Claire,

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1 "As discussed at Site meeting unfortunately this is
 2 not a role we are able to fulfil.
 3 "On all our other contracts the CDMc provider has
 4 transferred to become Principle(sic) Designer."
 5 Was it your understanding that that was a role that
 6 Rydon could not fulfil?
 7 A. Correct.
 8 Q. If you look a little bit down the page -- and I should
 9 have shown you this document first, Mr Lawrence, it's my
 10 fault -- Simon Lawrence to Claire Williams,
 11 25 September 2015:
 12 "Claire,
 13 "I know Studio E aren't set up to provide this
 14 service at the moment. I'll refer to Steve regarding us
 15 taking the role as I'm not sure whether we are set up
 16 for this yet."
 17 When you say "not set up", what did you have in
 18 mind?
 19 A. Having the in-house expertise to be able to fulfil that
 20 role.
 21 Q. Is that why Rydon declined to take on the role of
 22 principal designer?
 23 A. Yeah. I believe we spoke to Studio E, who again, at
 24 that time, the transition period of changing over to the
 25 2015 regs, Studio E weren't able to provide that role

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1 either, and neither were Rydon.
 2 Q. Yes. Thank you, Mr Lawrence.
 3 Mr Lawrence, I have one final question, which tends
 4 to be one asked of major witnesses in this Inquiry, and
 5 it's this: we have been through your evidence now for
 6 some four days and I have asked you a lot of questions,
 7 and I'm grateful to you for answering them for us.
 8 Looking back on everything and looking back on the
 9 project as a whole, is there anything now that you would
 10 like to tell us that you think now you should have done
 11 differently?
 12 A. I think, in hindsight, I think it would be good to
 13 employ, whether directly or indirectly, some more
 14 technical, as in design, ability to check the design,
 15 over and above the designers that we already had. So
 16 that's one thing. Yeah. Sorry, a little bit weary
 17 after four days, so ...
 18 SIR MARTIN MOORE-BICK: Yes.
 19 MR MILLETT: Mr Lawrence, thank you very much indeed.
 20 I have no further questions for you for Module 1, so I'm
 21 very grateful to you. Thank you very much.
 22 SIR MARTIN MOORE-BICK: Well, Mr Lawrence, thank you very
 23 much for coming to give your evidence. It's gone on for
 24 rather longer than I know you were expecting, but it has
 25 been very helpful to us to hear what you have to say.

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1 THE WITNESS: Thank you.

2 SIR MARTIN MOORE-BICK: And we are grateful to you for
3 making the additional time available .

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4 Thank you very much indeed, and you are now free to
5 go.

6 THE WITNESS: Thank you.

7 (The witness withdrew)

8 SIR MARTIN MOORE-BICK: Right, thank you, Mr Millett.

9 That's it for today, I take it?

10 MR MILLETT: Mr Chairman, yes, thank you. Can I thank you
11 on behalf of my team for allowing us to sit a little bit
12 later to finish this witness.

13 SIR MARTIN MOORE-BICK: It was very important that we got
14 his evidence through today. We will take the next
15 witness at 10 o'clock tomorrow.

16 MR MILLETT: Very good. Thank you very much.

17 SIR MARTIN MOORE-BICK: Thank you very much. 10 o'clock
18 tomorrow.

19 (4.15 pm)

20 (The hearing adjourned until 10 am
21 on Thursday, 23 July 2020)

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