

OPUS 2

INTERNATIONAL

Grenfell Tower Inquiry

Day 59

October 26, 2020

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1 Monday, 26 October 2020
 2 (10.00 am)
 3 SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to
 4 today's hearing. We're going to continue today hearing
 5 evidence from Mr Peter Maddison.
 6 So would you ask Mr Maddison to come in, please.
 7 Thank you.
 8 MR PETER MADDISON (continued)
 9 SIR MARTIN MOORE-BICK: Good morning, Mr Maddison.
 10 THE WITNESS: Good morning.
 11 SIR MARTIN MOORE-BICK: All ready to carry on?
 12 THE WITNESS: Yes.
 13 SIR MARTIN MOORE-BICK: Thank you very much.
 14 Yes, Mr Millett.
 15 Questions from COUNSEL TO THE INQUIRY (continued)
 16 MR MILLETT: Good morning, Mr Chairman, thank you.
 17 Mr Maddison, good morning.
 18 A. Good morning.
 19 Q. I think we were on the topic of the discussions with
 20 Rydon in mid-March 2014 when we stopped on Thursday
 21 afternoon.
 22 Before we go back to that topic, can I just revisit
 23 with you a different topic, which we did also look at
 24 last week, which was the question of sprinklers, and you
 25 will recall the exchange we had about that subject.

1

1 Can I show you {RBK00050771}, please. Now, this is
 2 the TMO's business plan, year 2, from 2009 to 2014. You
 3 can see that it bears the date of March 2010.
 4 Just in general terms, do you remember whether this
 5 was a document that you saw when you first joined the
 6 TMO in January 2013?
 7 A. I don't remember seeing it at that time, no.
 8 Q. Right. Let's see if a particular part of it jogs
 9 a recollection.
 10 Can we go to page 3 {RBK00050771/3} please. This is
 11 section 1, "Introduction and background". You can see
 12 the first two paragraphs:
 13 "The 2009 [TMO] Business Plan, sets out the aims,
 14 values and strategic objectives for the period 2009-2014
 15 and builds upon our first plan, which was written in
 16 2006 and up-dated during 2008."
 17 Then it says in the second paragraph:
 18 "[The TMO] was set-up in 1996 and the Arms Length
 19 Management Organisation (ALMO) was established in 2002.
 20 K&CTMO manages 9,440 properties of which 73%, 6,920 are
 21 tenanted and 27%, 2,548 are leasehold dwellings. 98% of
 22 our properties are flats, of which 25% are in blocks of
 23 10 storeys or more. 66% of the rented tenants rely on
 24 housing benefit and 50% of rented households have
 25 a person with a long term illness or disability living

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1 in the home. Half of tenants have their origins within
 2 the many Black and Minority Ethnic (BME) communities
 3 that live in the Royal Borough."
 4 Now, can I just ask you: in general terms, were you
 5 aware when you joined the TMO of these statistics, or
 6 roughly these statistics?
 7 A. I suppose roughly the statistics.
 8 Q. We discussed the question of sprinklers at {Day57/57} to
 9 {Day57/61}, and I just want to ask you some general
 10 questions.
 11 When the decision was made in 2013 not to retrofit
 12 sprinklers in general, in the light of the
 13 recommendations made by the Lakanal House Coroner, did
 14 the TMO to your knowledge take account of the high
 15 proportion of high-rise flats in the TMO's housing
 16 stock?
 17 A. I think there were a number of different conversations
 18 that were going on at that time in relation -- so the
 19 head of health and safety within the TMO was in dialogue
 20 with the Fire Brigade about potential works that would
 21 result from the Lakanal House Inquiry, and there was
 22 a conversation that happened with the Fire Brigade
 23 regarding sprinklers, and I don't think that we'd --
 24 there was ever a decision made -- you know, it wasn't
 25 a decision made not to pursue sprinklers, it was

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1 something that could and would be considered as part of
 2 an ongoing strategy. But it was identified that it was
 3 a complex issue, both in terms of the practical issues
 4 of retrofitting sprinklers, but also in terms of the
 5 cost, although the cost -- the idea of -- within our
 6 asset management strategy was to prioritise works that
 7 related to health and safety.
 8 Q. When you were considering this matter in 2013 not to
 9 retrofit sprinklers for the reasons you have given, was
 10 any consideration given -- so was account taken -- of
 11 the proportion of those with long-term illness or
 12 disability within the housing stock?
 13 A. Not I believe at that time. I think that would be
 14 something that would be considered as part of the
 15 overall fire strategy, in terms of fire risk assessments
 16 might take that into account, or -- we had a -- also
 17 there was a high-level health and safety rating system
 18 that was applied in terms of looking at health and
 19 safety risks in relation to the asset management
 20 strategy.
 21 Q. When the designs for the Grenfell Tower refurbishment
 22 were being considered, was any account taken of the
 23 profile of the residents so far as concerned their
 24 long-term illness or disability, so that you, as the
 25 client, could assess the fire safety of the design?

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1 A. The consultation that was undertaken with residents at
 2 Grenfell took into account people's individual
 3 requirements, so we had a dialogue with residents,
 4 so ... yes. And also, at the outset of the works, we
 5 worked with Rydon to visit all of the homes and talk to
 6 people about their specific requirements and understand
 7 if there were any particular needs. In general, there
 8 was a housing management department, which would also
 9 have close liaison with residents and any particular
 10 needs that they had. They were based on site.
 11 Q. Do you recall, either before your time, from documents
 12 you saw when you arrived or during your time, whether
 13 any specific instructions were given by the TMO either
 14 to Studio E or to Rydon to take into account the
 15 long-term illnesses or disabilities of those living
 16 within the tower when considering the design?
 17 A. In terms of the implications -- in terms of the delivery
 18 of the works, we would talk to residents and understand
 19 if there were any particular needs that we could
 20 accommodate throughout the works.
 21 Q. That's not really my question. My question was really
 22 a more general one.
 23 When giving instructions so far as design was
 24 concerned to Studio E or to Rydon, was any specific
 25 instruction given that they should in general take into

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1 account the long-term illness or disability profile of
 2 the residents when coming up with their designs?
 3 A. It would be something that we would consider as part of
 4 the consultation process that we put in place, which was
 5 about communicating to residents what we were proposing
 6 to do, inviting feedback, inviting residents to come and
 7 talk to us at drop-in sessions, visiting residents in
 8 their homes and taking account of any specific concerns
 9 that were raised throughout that process. That was
 10 an ongoing process that we managed throughout the
 11 project.
 12 Q. Right. Well, we'll revisit that topic, I think, in
 13 greater detail at a later stage in this Inquiry.
 14 For the time being, can you just tell me, was a DDA
 15 consultant ever appointed on the Grenfell Tower
 16 refurbishment?
 17 A. I don't know specifically. There may have been a DDA
 18 consultant employed as part of the design of the flats
 19 and the work that was done --
 20 Q. To your knowledge, was a DDA consultant or the DDA
 21 consultant ever given any specific instructions to
 22 consider whether retrofitting of sprinklers would be
 23 necessary or appropriate for the building?
 24 A. I don't think it would have been a conversation
 25 regarding -- well, there may have been, I didn't have

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1 any direct contact with any DDA consultant.
 2 Q. Now, can we then go back to where we were on Thursday
 3 afternoon when we broke, and I want to go back
 4 specifically to the 18 March meeting.
 5 Now, just to refresh your memory of the documents,
 6 can I show you, please, {RYD00003302}. This is an email
 7 from Steve Blake on 13 March, and it's to
 8 Alan Sharrocks, so it's internal. I want just to show
 9 you the second email down which that forwards on, and
 10 it's an email from Steve Blake to David Gibson on
 11 13 March at 18.30. Can you see the second email there?
 12 A. Yes.
 13 Q. In the third line he says:
 14 "As requested we will respond early Monday regarding
 15 opportunities for savings and timescales."
 16 So that's the response. Immediately above it, it
 17 says:
 18 "Your spreadsheet says a Tuesday pm meet rather than
 19 Monday pm as email which would work perfectly."
 20 You can take it from me that 18 March 2014 was
 21 a Tuesday, Mr Maddison.
 22 Do you recall that there was a meeting on
 23 18 March 2014 with Rydon?
 24 A. I can't be sure of the date, but there was a meeting
 25 with Rydon regarding this discussion we were having

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1 regarding the approvals, and that I was looking to
 2 develop for the board.
 3 Q. Claire Williams recalls that that meeting took place in
 4 the afternoon of that day. Do you recall that?
 5 A. I don't recall.
 6 Q. She also recalls that it took place at the TMO's
 7 offices; do you recall that?
 8 A. I don't.
 9 Q. Do you remember where it was?
 10 A. I don't.
 11 Q. You were at that meeting, I think, weren't you?
 12 A. Yes.
 13 Q. And Claire Williams and David Gibson were also there,
 14 weren't they? They have both said they were. Do you
 15 have any reason --
 16 A. No, no reason to doubt.
 17 Q. -- to disagree with that? No.
 18 From Rydon, can you tell me who was there, please?
 19 A. I can't recall the meeting, I'm afraid.
 20 Q. Was Steve Blake there?
 21 A. I can't recall, but it's likely he would be.
 22 Q. Right. You recall nothing at all of the meeting?
 23 A. No, not specifically, no.
 24 Q. Right. Let me see how far we go with this.
 25 Was the purpose of the meeting to discuss savings

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1 that could be made over and above -- or below, as it
 2 were -- the price that Rydon had tendered at
 3 £9.2 million, to close the gap?
 4 A. No, I think the purpose of this meeting was -- so
 5 I think David Gibson -- I had asked David Gibson to put
 6 the meeting in as a backstop to -- because this was
 7 close to the deadline for the board report that I needed
 8 to put in place, so we needed to make this clarification
 9 as to whether we could agree, in principle, the
 10 pre-contract agreement and the terms of that, and that
 11 would affect what I was going to report to my board.
 12 So this meeting was put in so that we could -- it
 13 was a bit of a place-saver, really, to ensure that any
 14 issues that needed clarification to allow a report to my
 15 board could be identified.
 16 Q. What was the deadline for the board report that you
 17 needed to meet?
 18 A. The board report was 27 March, and normally the deadline
 19 is a fortnight before, so it would probably be around
 20 this time.
 21 Q. Right. Had the date for the delivery of the board
 22 report or the date for the board meeting already been
 23 fixed?
 24 A. Yes.
 25 Q. When was it fixed?

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1 A. They would be fixed at the start of the year, so I was
 2 working to a fixed deadline schedule.
 3 Q. You say it was a fixed deadline; was it possible to
 4 arrange things so that that deadline could be moved?
 5 A. Not easily, no, and the board had -- it was quite
 6 a large number of people involved in the board and the
 7 meetings were scheduled throughout the year. If
 8 I didn't get the report approval to that meeting, they
 9 met every six weeks, I think, so it would have meant
 10 six weeks of delay if I didn't get it to that board
 11 meeting.
 12 Q. So in your mind, this was a hard deadline?
 13 A. Yes.
 14 Q. 26 March?
 15 A. 27th.
 16 Q. 27 March I think was the meeting. You needed to deliver
 17 the report a night before.
 18 A. No, a fortnight before.
 19 Q. A fortnight before? So what was the deadline for the
 20 report?
 21 A. I can't remember off-hand, off the top of my head, but
 22 from memory this meeting was put in close to that
 23 deadline, so if any clarification was needed at that
 24 time, I could have that conversation or we could make
 25 that clarification.

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1 Q. Right. A fortnight before the TMO board meeting, if it
 2 was fixed for 27 March, would have been 13 March. As
 3 a matter of calendar mathematics, that must be right.
 4 A. Maybe I'm getting my dates wrong, maybe it was a week
 5 before, I don't really remember.
 6 Q. Right, okay.
 7 A. So I think -- I can't remember the exact dates here, but
 8 the schedule -- the process that a board report would go
 9 through is I would submit a board -- a draft of it to
 10 the executive team, and the executive team would review
 11 it and I would present it to the executive team first,
 12 and then it would go on to the board, so there would be
 13 an agenda review at executive team. So those dates will
 14 be minuted throughout.
 15 Q. Yes. I mean, you say the meeting was a place-saver, but
 16 in fact it was the occasion, wasn't it, when, five days
 17 after the 13 March email we can see on page 1, this
 18 question, the discussion of the spreadsheet and the
 19 reduction of the price to close the gap to £800,000
 20 less, was going to take place, wasn't it?
 21 A. That wasn't the purpose of the discussion. So the
 22 reduction of the gap wasn't -- the £800,000 was -- that
 23 wasn't a negotiation of a reduction of the gap, that was
 24 partly -- a mixture of things. It was partly the
 25 application of alternate options within the tender, so

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1 windows and cladding. There were alternative materials,
 2 two different materials, priced within the bill of
 3 quantities or the specification for the tender, plus the
 4 windows needed a planning application to be followed
 5 through and completed to confirm -- firm up those costs.
 6 There also needed to be some work done relating to some
 7 of the works that were included in the tender that had
 8 also been included in the KALC project.
 9 So we needed to establish the cost of those items,
 10 and if the planning permission for the ACM cladding
 11 wasn't successful and the zinc alternative was given,
 12 then we would have to review the budget at that point.
 13 Q. My question was a slightly different one. You suggested
 14 that the 18 March meeting was fixed as a place-saver or
 15 placeholder. In fact, looking at this email and looking
 16 at what happened, there wasn't going to be any detailed
 17 discussion, or indeed any discussion, between 13 March
 18 and 18 March. What I'm putting to you is: 18 March was
 19 the occasion on which discussion should happen, it
 20 wasn't just a place-saver.
 21 A. No, I don't agree. The meeting -- the work that was
 22 required on this had been done in the dialogue between
 23 David Gibson and Steve Blake and his team in the period
 24 between 13 March and the meeting, and actually at the
 25 meeting there was very little required, because we'd

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1 clarified the points that were needed, which were
 2 about -- which were the things that were written into
 3 the terms of the pre-contract agreement with Rydon.
 4 Q. Are you aware of any notes or minutes that were taken of
 5 that meeting?
 6 A. No.
 7 Q. You took no notes?
 8 A. No.
 9 Q. It's right that the TMO kept minutes of most formal
 10 meetings, didn't it?
 11 A. This wasn't the formal meeting as part of the structure
 12 of the contract; this was an offline conversation to
 13 establish principles to allow a board report to be
 14 written, which would facilitate a way forward through
 15 the formal process.
 16 Q. Yes. You say an offline meeting. What do you mean by
 17 that?
 18 A. That's the words that were used in the conversation
 19 between Simon Cash and Jenny Jackson, and it was because
 20 this wasn't part of the formal process, this was
 21 an informal conversation with the preferred contractor
 22 at that stage to clarify the principles, which are the
 23 ones I've described about working out the detail of the
 24 planning permission and therefore the costs, but also to
 25 establish the principle that, post-tender, Rydon would

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1 work with us to value engineer under the terms of that
 2 contract a figure of about £270,000.
 3 Q. It was quite an important meeting, wasn't it?
 4 A. It wasn't a contractual meeting, but it was an important
 5 meeting in terms of establishing principles and in terms
 6 of allowing me to get the approval that was needed
 7 through the governance of the TMO, but it wasn't
 8 a meeting -- it wasn't a negotiation meeting, it was
 9 about establishing those principles.
 10 Q. It was about establishing those principles; can you
 11 explain, in the light of the purpose of the meeting, why
 12 there are no notes or minutes of this meeting kept by
 13 any of the attendees?
 14 A. Because all of the work had been done before the meeting
 15 and there was actually nothing required to be noted or
 16 agreed at that meeting, it was all -- we'd got the
 17 information we needed, which was the principles about
 18 the costs and the process for a pre-contract agreement,
 19 which was really what this dialogue was all about
 20 establishing.
 21 Q. Is not the true explanation for the absence of a single
 22 written record of this meeting that it was supposed to
 23 be a secret meeting?
 24 A. It wasn't a secret meeting. I mean, we'd -- there's
 25 clearly written correspondence between the two parties

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1 who were at the meeting. I've also -- I briefed my --
 2 the executive team at the TMO on this, and I think that
 3 was minuted in the executive team minutes when
 4 I presented the draft report and explained that this is
 5 what we were doing, and those minutes explained that I'd
 6 met with the preferred contractor to discuss and
 7 progress with these issues. So I was completely
 8 transparent about what was happening. I did flag up
 9 that there was potentially some risk in terms of
 10 challenge from -- but we took advice on that.
 11 Q. Yes. We'll come to that shortly.
 12 I'm going to suggest to you that the reason why no
 13 note of the meeting was taken was because it was secret,
 14 and had to be secret because it was a unilateral
 15 discussion with only one of the three bidders in the
 16 tender.
 17 A. So the advice that we had from Trowers at the point of
 18 the tender being received was that there was no way of
 19 having a dialogue with the three contractors. The only
 20 way forward was to either move forward with the
 21 preferred contractor or go back out and re-procure. So
 22 there was no option to do that. What we did recognise
 23 was that there was some risk of challenge through the
 24 single dialogue with the preferred contractor, and we
 25 took advice on that, and ... yeah, before we proceeded.

15

1 Q. The reality is that this was a breach of the procurement
 2 rules or, put it this way, put the TMO in significant
 3 risk of a breach of the procurement rules, and you knew
 4 that.
 5 A. I think there was a risk of challenge, and that's
 6 a commercial risk, and that was something to be
 7 considered as part of the way forward. We had
 8 a situation here where we had a project that had been in
 9 progress to this point for a couple of years, residents
 10 had high expectations of the works being carried out and
 11 there had been a significant number of delays.
 12 The procurement of this -- there wasn't a very
 13 strong field in terms of the people who -- well, there
 14 weren't -- in terms of number, there wasn't a lot of
 15 interest in this project because the market at that time
 16 was quite active, and the risk here of going out to
 17 re-procure was that we may get even less interest
 18 because the people who have already expressed
 19 an interest may not bid, but also there is more delay
 20 and potentially more cost, because you'd be getting the
 21 cost of building cost inflation as well. So we really
 22 felt that -- at this stage, we felt it was really
 23 important to at least explore the option of the
 24 preferred bidder.
 25 And this wasn't a definitive decision, because at

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1 the end of that pre-commencement agreement, there still
2 may potentially be the option of deciding to go out and
3 re-procure.

4 Q. It's a long answer to what I had hoped was a simple
5 question, but there it is.

6 The risk assessment exercise that you have just
7 shared with us, was that something that you actually
8 discussed with anybody within the TMO before this
9 meeting?

10 A. There was a discussion between -- so I discussed this
11 with Jenny Jackson, our procurement specialist, and
12 she'd had a dialogue with Simon Cash from Artelia, so --
13 because we knew there was a challenge here to be
14 overcome, and I briefed the executive team on this
15 approach before the board report, and in the minutes --
16 that was reflected in the minutes. So there was nothing
17 secret about this. This was a discussion that carried
18 some risk, some commercial risk, but we felt it was the
19 right thing to do, on balance.

20 Q. The risk -- let's just analyse for a moment -- that you
21 were running was the risk of these secret discussions
22 with Rydon becoming known by the other bidders, wasn't
23 it, because it is that which would have led to
24 a challenge?

25 A. Erm ... it wasn't a secret meeting, it was a meeting

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1 with the preferred contractor.

2 Q. Yes, of which no notes were taken, and I'm bound to
3 suggest to you that the real risk, the heart of the risk
4 here, was the risk of being caught, because that would
5 lead to a challenge and a likely re-procurement?

6 A. We took advice from this -- at the beginning of this
7 dialogue with the preferred bidder we spoke to Trowers,
8 and then at the end of the process we got further advice
9 from Trowers, and they summarised the risk as being
10 there but small, and they -- because in essence what we
11 were doing was activating some of the alternative
12 material prices within the tender, and that in reality
13 would have made the gap between the preferred bidder and
14 the second-place contractor even bigger, so they felt
15 that the risk of challenge was small.

16 There was a commercial risk there, but, you know,
17 the urgency here was to try and get the project on to
18 site.

19 Q. You say there was a commercial risk there; the
20 commercial risk for the TMO was that it would become
21 exposed to a claim for damages from a challenger or
22 perhaps two challengers.

23 A. There could be a loss of profit, but they would have to
24 demonstrate that there was a loss of profit, and as they
25 were so far apart from -- so far from being in

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1 a position to be actually the preferred bidder in this,
2 both on price and quality, that seemed a very --
3 a relatively insignificant risk, and that's --

4 Q. You wouldn't know that, of course, unless you had had
5 the same sorts of discussions with them that you were
6 proposing to have and indeed did have with Rydon?

7 A. Well, we weren't allowed to. We got very clear advice
8 on that, that that can't be done.

9 Q. There was also a risk of, wasn't there, for the TMO, of
10 reputational damage, playing fast and loose, or sailing
11 close to the wind, with the EU procurement rules?

12 A. I don't think it's playing fast and loose, I think it's
13 about trying to work within the rules and assessing
14 risks as appropriate. The OJEU rules are complex and
15 things move within quite an extended time process of
16 a procurement, and I think -- I don't think it's
17 uncommon for clients to have to weigh up these sort of
18 risks in a process that can be challenging.

19 Q. What led you to think that risk was worth taking?

20 A. I think I've described that in terms of -- I think that
21 the risk would have been further delay, further
22 dissatisfaction from residents about the works not being
23 carried out, and that was our primary concern here, but
24 also we were in a rising market at that time, it was
25 difficult to attract contractors because there was a lot

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1 of work about, and costs were rising. So we would have
2 attracted more cost in terms of building cost inflation,
3 and we wanted to -- it appeared that we had a viable and
4 affordable scheme here based on the tender process that
5 we'd run.

6 Q. How -- well, not how necessarily; did you think at the
7 time, Mr Maddison, that a challenge by the other two
8 bidders or even just one them might affect your
9 relationship with the residents in the tower?

10 A. Sorry, I don't really understand that.

11 Q. Well, did you think at the time how a challenge, if
12 a challenge was to be made, would affect the TMO's
13 relationship with the residents in Grenfell Tower?

14 A. Sorry, I don't make that connection.

15 Q. Well, you may not now; did you make the connection then?

16 A. I'm not sure I'm understanding the question at all.

17 Q. Did you think at the time along the following lines: if
18 our meeting with Rydon gets out and there is a challenge
19 by one of the other bidders, how would that look to the
20 residents of the building? Did you have thoughts along
21 those lines at the time?

22 A. I didn't, but if that eventuality had emerged, I would
23 have explained to residents why we'd done what we'd
24 done, and we tried to have as open a dialogue as
25 possible.

20

1 Q. Does it come to this, really: re-tender was just a no-no
2 in your mind?

3 A. It wasn't a no-no, it was an option that was always
4 there, but it wasn't -- what I wanted to do, what I felt
5 that we should do, is try and see whether we can
6 engineer the successful preferred contractor and try and
7 see whether we could make that work. That would work
8 both in terms of starting on site and getting the works
9 done in the most time-effective way, but also mitigating
10 the risk of further inflation on the project, but also
11 the fact that we hadn't had a good response or very
12 large response from the -- from a European-wide
13 pre-qualification process. So it didn't feel like there
14 were loads of contractors out there, and obviously if
15 they had been through one process unsuccessfully, those
16 contractors probably wouldn't bid a second time. So
17 there was a real danger that you would put it out to the
18 market and you might not have anybody there at all who
19 was expressing an interest, and the real priority here
20 was to make sure that we got a contractor with the right
21 experience, who had done this sort of work, and that was
22 one of the overriding things, and in this case we seemed
23 to have that.

24 Q. You see, one of the reasons, as we I think established
25 last week -- and tell me if this isn't correct -- one of

21

1 the reasons for the re-procurement was that Leadbitter
2 were persistently too expensive, and the idea of going
3 through a re-procurement exercise was essentially to go
4 back to the market. Now, the market had come in at
5 £800,000, at minimum, above your budget. Did that not
6 tell you that there was something wrong with your budget
7 as against the scope of the works that you wanted?

8 A. And we were open to reviewing the budget; in fact, we
9 did review the budget in June. Once we'd carried out
10 the pre-contract works and established the true scope,
11 we increased the budget at that stage.

12 In terms of the Leadbitter work, I don't agree with
13 your summary. The reason that we didn't proceed with
14 Leadbitter was that they were -- was the process that
15 they'd gone through, the long and drawn-out process of
16 trying to get costs broken down so we could understand
17 the difference between Artelia's estimates and
18 Leadbitter's costs, but also their lack of direct
19 experience of managing a project like this with
20 residents in occupation.

21 Q. Why not simply just reduce the scope of the works for
22 the refurbishment and go out to tender again, and make
23 sure that your budget fitted what the market could bear?

24 A. Because that would have caused delay, and for the
25 reasons I've described, we may not have had -- you know,

22

1 the market would have been depleted because we had
2 already invited people to go through an extensive
3 process, and why would they bid again?

4 Q. Let's go to your daybook or notebook --

5 SIR MARTIN MOORE-BICK: Before we do, can I just ask you to
6 just deal with this squarely.

7 You say you recognised that there was a risk of
8 a challenge. Would we be right to understand that you
9 recognised that that risk of challenge arose from the
10 fact that you were in breach of the OJEU procedure by
11 talking to one contractor?

12 A. It was ... it was -- I wouldn't say in breach, I would
13 say it didn't strictly comply with the letter of the
14 process.

15 SIR MARTIN MOORE-BICK: All right.

16 A. And I think this is -- so we did recognise there was
17 a risk of doing this, but felt that it was commercially
18 the thing to do.

19 SIR MARTIN MOORE-BICK: All right, thank you.

20 Yes, Mr Millett.

21 MR MILLETT: Yes, we will come back to that answer shortly
22 when we look at the Trowers advice, if we may, but can
23 I just stick with the contemporaneous record for the
24 moment.

25 Can we look at your notebook, please, which

23

1 I believe is notebook number 5, {TMO00879778/3}, please.

2 At the top, we can see an entry for 17 March 2014. Do
3 you see that?

4 A. Yes.

5 Q. That's about an HRA meeting. Just note the date of
6 that, if you would.

7 Then if we go to page 4 {TMO00879778/4}, we go to
8 the next entry, which says on the left-hand side of the
9 page, and I'm afraid it's come up longways up, but it
10 says:

11 "Grenfell - Rydon.

12 "DG to arrange meeting with Studio E and Planners
13 (subsequently)."

14 And then it says "KCTMO" in a circle.

15 Then if we can switch it back to landscape, it says,
16 "Telecon 19/3", do you see that, on the right-hand side
17 of the page? 19 March. Do you see the date?

18 A. Yes. Yes.

19 Q. Can we infer that the second page occurred between
20 17 March and 19 March? In other words, I've taken you
21 between 17 and 19 March, and we see everything in there
22 that happened according to your own note. There is
23 nothing in there for 18 March.

24 A. I don't know.

25 Q. Looking at the top of page 4 -- well, would you accept

24

1 this: there is nothing in here on any of the pages I've
 2 shown you which comprises a note of the meeting of
 3 18 March, or indeed anything which points to that
 4 meeting even taking place?
 5 A. Erm ... I don't know.
 6 Q. Well, I'm asking you. This is your contemporaneous
 7 note. Would you accept that there is nothing in this
 8 notebook which even hints at a meeting that either was
 9 to take place or had taken place on 18 March?
 10 A. I think it's possible that the note on the left-hand
 11 side there is from the meeting with Rydons.
 12 Q. What, "[David Gibson] to arrange meeting with Studio E
 13 and Planners (subsequently)"? What's that got to do
 14 with the meeting that took place on 18 March, so far as
 15 we know what happened at it?
 16 A. I assume that's a potential action from that meeting.
 17 Q. Right. But you're assuming that?
 18 A. As I say, I think the work had been done between both
 19 parties before the meeting, and I think the meeting had
 20 very little to do.
 21 Q. Right.
 22 Would you take it from me, looking at this document,
 23 that there is nothing in it which indicates that
 24 a meeting on 18 March with Rydon to discuss value
 25 engineering either was to take place or did take place?

25

1 A. I suspect that the note on the left-hand side of the
 2 page is the note of those meetings -- of that meeting.
 3 I haven't written a date, but if it's -- that seems
 4 reasonable to assume.
 5 Q. Can you account for the fact that you yourself took no
 6 detailed notes of what was discussed at that meeting?
 7 A. I think what was discussed at that meeting had been
 8 agreed in correspondence or the principles had been set
 9 out in the correspondence between David Gibson and
 10 Rydon.
 11 Q. You see, Mr Maddison, our sight of your diaries and your
 12 notebooks indicates that you were a thorough and quite
 13 prolific taker of notes about what was happening on the
 14 Grenfell Tower project and, indeed, other things within
 15 your remit. There is a yawning gap for 18 March.
 16 I wonder why that is.
 17 A. I don't agree that I'm a prolific taker of notes. What
 18 I do is I note action points from meetings. So most of
 19 the things I've got here are action points or
 20 aide memoires for me to do something in the future. So
 21 I don't keep verbatim notes, I just keep a note of
 22 actions. So if there are no actions, there will be no
 23 notes.
 24 Q. Why is there no action for you to set up a meeting or go
 25 to a meeting on 18 March?

26

1 A. Sorry, I don't understand.
 2 Q. Why is there no action note for you to set up a meeting
 3 or go to a meeting on 18 March?
 4 A. Well, that would be -- I'm sorry, I'm not -- I wouldn't
 5 necessarily note that. It would either be noted in my
 6 diary, possibly my electronic diary, and -- because that
 7 was the -- in reality, all of my appointments were put
 8 in the electronic diary. My paper diaries were
 9 remembering to follow up -- they're an aide memoire to
 10 follow up on specifics. I suspect this meeting on the
 11 left is -- on the left-hand side is the meeting that we
 12 put as a backstop meeting for Rydon, and that that is
 13 the only action that has come out of it, which is for
 14 David Gibson to arrange a meeting with Studio E.
 15 Q. You see, your diary or this notebook contains all kinds
 16 of things. For example, on the right-hand side "Set up
 17 meeting". What I'm really putting to you or asking you
 18 about is why there is complete silence about even the
 19 existence of the meeting with Rydon on 18 March?
 20 A. I think if I'd put the date, 18 March, on the left-hand
 21 page there, that would have been the -- and I don't know
 22 what was on the previous page.
 23 Q. Well, I showed you the previous page. We can go back to
 24 it if you like.
 25 A. But this meeting -- you're implying this meeting was

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1 secret. It isn't. It's minuted in the executive team
 2 meeting subsequently. I explained the dialogue is
 3 happening. This wasn't improper. This was about
 4 understanding principles that I could write in for
 5 pre-contract agreement, and that's exactly what we've
 6 done, and I have been absolutely transparent about that.
 7 Q. We will come to that later.
 8 On the right-hand side it says, under "Telecon
 9 19/3", "T+H". What was that a reference to?
 10 A. Trowers & Hamblins.
 11 Q. Now, before I ask the following questions, I just want
 12 to give you a fair warning that I'm not asking you about
 13 the content of any legal advice. That isn't mine to
 14 ask, and unless somebody tells you otherwise, it isn't
 15 yours to answer, just to be clear.
 16 But "T+H" is Trowers & Hamblins, and it says in
 17 writing there "Advice: Agreement [something]",
 18 I'm afraid I can't read it, "Rydes to keep negotiating
 19 and contract price confidential".
 20 Are you able to help us with what that says or
 21 means?
 22 A. I think this would -- this relates to the advice that
 23 they subsequently give in relation to the process that
 24 we went through post-tender and pre-contract.
 25 Q. The date is of course after the date on which Rydon had

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1 been notified they were the preferred bidder, wasn't it?
 2 A. I don't know the date of that, but --
 3 Q. Well, we'll come to that.
 4 Do you remember the discussion with Trowers &
 5 Hamlins on 19 March of which this is a record?
 6 A. I clearly briefed Trowers & Hamlins and took advice, and
 7 there's a written response on that. I don't remember
 8 the exact date, but that looks like a -- I've had
 9 a telephone conversation with Trowers & Hamlins at that
 10 point.
 11 Q. What does it say after the word "Agreement"?
 12 A. "With".
 13 Q. And "Rydes" is Rydon, I assume?
 14 A. Yeah.
 15 Q. Did Rydon agree to make savings at the meeting?
 16 A. No.
 17 Q. What did they agree?
 18 A. They agreed to work with us on the basis of the
 19 pre-contract agreement that was -- the points of which
 20 were written into the board report that I presented to
 21 the board and agreed with the board on 27 March.
 22 Q. Can we go to [ART00008632], please. This is the letter
 23 notifying Rydon that it is the preferred bidder, and you
 24 can see the date at the top, 18 March 2014.
 25 I'll just show you a little bit of detail about it.

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1 If you look at the addressee, it's Peter Arnold at
 2 Rydon, and the title of the letter is:
 3 "Notice of preferred bidder status.
 4 "Enhancements and Improvements to Grenfell Tower for
 5 Kensington and Chelsea Tenant Management Organisation."
 6 Then it says in large bold capitals:
 7 "Subject to agreement of boundary adjustments and
 8 formal approval from the board of directors of KCTMO and
 9 the council."
 10 I'll just read you the first paragraph, so you have
 11 got it firmly in your mind:
 12 "I would like formally to thank you for your tender
 13 for the Enhancements and Improvements to Grenfell Tower
 14 Contract. We have now concluded the tender evaluation
 15 process and we have been authorised by the Kensington
 16 and Chelsea TMO (KCTMO), as Employer's Agent for the
 17 above-mentioned project, to inform you that you are the
 18 preferred bidder and it is the intention of KCTMO to
 19 enter into contract with you subject to the agreement of
 20 the site boundary and formal approval from the KCTMO
 21 Board and the Royal Borough of Kensington and Chelsea
 22 Council (RBKC)."
 23 Then it goes on about the arrangements, and it says
 24 in the penultimate paragraph, if you look at that:
 25 "KCTMO believes that its procurement arrangements

30

1 are robust, fair and transparent. However, if during
 2 the standstill period, legal proceedings are commenced
 3 against KCTMO to challenge the proposed contract award,
 4 we cannot progress beyond this letter until those
 5 proceedings are resolved."
 6 Then in the last paragraph it says:
 7 "At the end of the above mentioned standstill
 8 period, we shall enter into discussions with you
 9 regarding the site boundary issue. Should
 10 a satisfactory agreement be reached, and subject to the
 11 approval of KCTMO and RBKC, the contract will be awarded
 12 to you."
 13 Then if you turn the page, please, it's signed by
 14 Phil Booth at Artelia.
 15 Now, we can see, as I've shown you, that there is
 16 mention here of really two issues: first of all, the
 17 site boundary and, secondly, the approval of the board
 18 and indeed RBKC, as it seems.
 19 There is no mention anywhere in this letter of the
 20 18 March meeting, is there?
 21 A. No.
 22 Q. And there is no mention in this letter of any
 23 discussions, either past, present or prospective, about
 24 value engineering, is there?
 25 A. Well, they were written into the contract. Those

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1 provisions are written into the contract.
 2 Q. The contract being what?
 3 A. The contract that would be awarded, so it was written
 4 into the employer's requirements.
 5 Q. They weren't in fact formalised until the end of October
 6 2014, were they?
 7 A. I don't remember the date.
 8 Q. Certainly there is no reference to agreeing to a value
 9 engineering process, let alone a reduction from
 10 £9.2 million in this letter as a condition of the award,
 11 is there?
 12 A. It's not a condition of the award, it's a factor of the
 13 contract.
 14 Q. It wasn't even a factor of the contract that there
 15 should be any movement at all from Rydon down from
 16 £9.2 million, is there?
 17 A. That's why we took advice on this, but at this stage
 18 there hadn't been any negotiation, so therefore we
 19 couldn't -- that wouldn't be reflected in this award.
 20 Q. There is no mention in this letter that the award of the
 21 contract when it came, as opposed to notification of
 22 winning status, was in any way conditional upon
 23 an agreed value engineering?
 24 A. That's not my understanding.
 25 Q. Well, where is it in the letter?

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1 A. It's not in the letter, it's in the contract.
 2 Q. It's not in the letter. Why was there no reference in
 3 the letter to a condition that they would get the
 4 contract only if they were to agree a value engineered
 5 new lower price?
 6 A. It wasn't only if. So the principle we were
 7 establishing here was to say to the contractor there
 8 were certain elements that needed to be clarified in
 9 terms of materials, planning, boundaries and the
 10 interface with the KALC project, for example, and the
 11 entry into -- so at this stage we're entering into
 12 a pre-contract agreement that would allow us to quantify
 13 and evaluate those issues, at which point we can make
 14 a decision to either award the contract or go back out
 15 to tender. So this -- at this stage, we were entering
 16 into a pre-contract phase where we could clarify these
 17 issues, and that's what we did.
 18 Q. There is no reference in the award letter to making it
 19 a condition that you would enter into a pre-contract on
 20 satisfactory terms as to value engineering, is there?
 21 A. I don't know.
 22 Q. Well, there isn't, is there?
 23 A. I don't know.
 24 Q. Well, it's not in the letter, is it?
 25 A. It's --

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1 Q. Do you want to read the letter in full and then answer
 2 my question?
 3 A. I didn't write the letter. This was Artelia's letter
 4 to -- so they were acting as our agents on this, so
 5 they've written this letter. So what I was -- what we
 6 had done before -- in relation to this was to agree the
 7 principles of a pre-contract agreement, and that's what
 8 we were doing.
 9 Q. You have explained that.
 10 Did you give instructions to Artelia to send this
 11 letter?
 12 A. No.
 13 Q. Do you know who did?
 14 A. No.
 15 Q. Do you know how it came about that Artelia thought it
 16 was a letter ready to go when they sent it?
 17 A. No.
 18 Q. You can't help us with who it was who told Artelia to
 19 send the letter in its final form?
 20 A. I don't.
 21 Q. Can we look at another notice, {ART00002224}. This one
 22 is to Mulalley, one of the other bidders who were
 23 unsuccessful. Is this a letter you have seen before, do
 24 you think?
 25 A. No.

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1 Q. Do you know who authorised Artelia to send this letter?
 2 A. No.
 3 Q. Take it from me that there is no reference in this
 4 letter to any discussions that Rydon was having about
 5 reducing its price, either as a matter of general
 6 approach or general understanding. Why is that?
 7 A. This was a notification of the outcome of the process
 8 that Mulalley had been involved in to that point, and it
 9 was flagging up that process. It's a standard part of
 10 the OJEU process.
 11 Q. Yes. I take it that you never, and no one else at the
 12 TMO ever sought to have the same sort of discussions
 13 that you were having with Rydon with Mulalley; would
 14 that be right?
 15 A. It was quite clear in the advice from Trowers that that
 16 wouldn't be appropriate.
 17 Q. Can we go to {ART00008755}. This is the email sent by
 18 Peter Blythe of Artelia to Peter Arnold at Rydon at
 19 5.55 pm, do you see that, on the evening of
 20 18 March 2014, and the subject is, "Grenfell Tower -
 21 Notice of tender result". The attachment is a letter.
 22 We can see that Claire Williams is copied, as is
 23 Jenny Jackson. You are not copied in on this. It says:
 24 "Dear Peter,
 25 "Please find attached the notice of tender result

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1 for the works at Grenfell Tower."
 2 It appears from the timing of this email that Rydon
 3 were notified that they were the preferred bidder only
 4 after the meeting that the TMO had with Rydon that day
 5 about value engineering their price. Is that right?
 6 A. I don't know that the two are linked, but I can see that
 7 it's on the same day.
 8 Q. Well, you say that you don't know that the two are
 9 linked. Just in general terms, why did the letter
 10 telling Rydon that they were the preferred bidder not go
 11 before 18 March?
 12 A. I don't know.
 13 Q. Is it possibly because you, the TMO, could not decide to
 14 tell Rydon that they were the winner until you had had
 15 the meeting that you did have on 18 March?
 16 A. I don't recall.
 17 Q. Was the selection of Rydon held back until the TMO were
 18 sure that Rydon would reduce their price?
 19 A. This wasn't about reducing price; this was about
 20 agreeing a process.
 21 Q. This wasn't about reducing the price? Well, if it
 22 wasn't about reducing the price, what was it about?
 23 A. It was about agreeing the process for a pre-contract
 24 agreement that would allow us to clarify price, at which
 25 point we could make a decision about whether to proceed

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1 or whether to go back out to tender.
 2 Q. When you say it was about process as opposed to price,
 3 which is the opposition I think you're inviting
 4 the Chairman to draw, can you explain what you mean by
 5 process?
 6 A. So the process here was that we needed to get
 7 an approval from board, because of the value of the
 8 works. We also needed to get approval from the Cabinet
 9 and the council because of the joint-funded nature of
 10 the project. In order to move this forward, what we
 11 needed to do was to clarify a process that could be --
 12 could keep the process moving and clarify price, and
 13 once we've got a clarity about that price, we could then
 14 enter into contract. So that's why we entered into
 15 a pre-contract agreement with Rydons, to progress the
 16 development of the planning permission and, therefore --
 17 and consequently the cost of significant aspects, but
 18 also the interface of the project with the neighbouring
 19 KALC project, which had some significant challenges, and
 20 so there were two pieces of work that needed to be
 21 clarified, and they were written into the board report
 22 that was presented to the board on 27 March.
 23 Q. Are you telling us that there was no discussion at all
 24 at the 18 March meeting about specific figures?
 25 A. The figures, as we saw last week, was -- there was

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1 a schedule of figures to give some context as to the
 2 sort of scale and the sort of issues that we were
 3 looking for. The majority of those were already priced
 4 within Rydon's tender. There was £270,000 further
 5 saving that we wanted to understand in principle whether
 6 Rydons thought they could work with us post-contract
 7 to -- or we could -- or alternatively we could increase
 8 the budget and, in reality, we ended up increasing the
 9 budget.
 10 Q. So there was some discussion at the meeting of the
 11 schedule of figures, the David Gibson simple spreadsheet
 12 we looked at last week?
 13 A. I don't recall there being one at the meeting. I think
 14 the dialogue had happened in the exchange of emails in
 15 between.
 16 Q. At the meeting, do you remember looking at documents
 17 with figures on them?
 18 A. I don't.
 19 Q. Now, Mr Blake said in his oral evidence that Rydon gave
 20 no assurances at the meeting of 18 March. Do you agree
 21 with him?
 22 A. I don't remember the meeting, to be honest. I can see
 23 the exchange between the two parties. I can remember
 24 having a meeting in the diary because I knew there was
 25 a deadline that I needed to -- a very tight deadline to

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1 get this report to our board and get the process moving,
 2 and that's what I recall.
 3 Q. Now, you said this morning a number of times, and you
 4 also said it on Thursday -- and just for your note --
 5 well, actually I'll take you to it. You said that the
 6 TMO had taken legal advice. Let's look at
 7 {Day58/201:19}, please. You said it also this morning
 8 a number of times, but it's simpler just to show you
 9 what you said on Thursday. At page 201, I would like
 10 you to go to line 19, and the question was:
 11 "Question: Did you think at the time that by
 12 telling Rydon that their price was in first place and
 13 their presentation and documentation was in first place
 14 was improper, in the sense that it wasn't compliant with
 15 the rules on public procurement for public works?
 16 "Answer: I wouldn't call it improper. I would say
 17 that it did factor in some potential risks of challenge
 18 within the EU procurement rules. However, we took legal
 19 advice on that. The advice was not that it was illegal
 20 or improper; it advised us that there were particular
 21 risks, and those are commercial risks that we might want
 22 to consider in order -- in the situation that we found
 23 ourselves in."
 24 I just want to have that in your mind very firmly
 25 when I show you what I'm going to show you next.

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1 Before I do, can I ask you: whose idea was it, do
 2 you recall, to take legal advice on EU procurement
 3 rules?
 4 A. There was a -- I think Jenny Jackson and -- there was
 5 a dialogue between Jenny Jackson and Artelia on this
 6 matter, and I think Jenny Jackson got some initial
 7 advice from Trowers & Hamblins.
 8 Q. I see.
 9 A. And I took advice later in relation to the approach that
 10 was being proposed in the board report.
 11 Q. I see. So do I take it from that that you weren't
 12 involved in the initial decision to instruct
 13 Trowers & Hamblins?
 14 A. I probably had a conversation with Jenny Jackson,
 15 I would imagine.
 16 Q. Do you remember what she said to you?
 17 A. I remember having a conversation very much along the
 18 lines of what I've described in terms of --
 19 Q. Well, no, let's see if we can do a bit better.
 20 Do you remember whether she came to you and said,
 21 "I think we need to take legal advice", or did you tell
 22 her that you thought you needed to take legal advice?
 23 A. I can't remember. But Jenny was a very competent and
 24 very experienced procurement person and I would have
 25 trusted her to get the appropriate advice.

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1 Q. Did you play any part in the giving of the instructions
2 to Trowers & Hamlins?
3 A. Not that I remember, no. Not the first one. I did the
4 second.
5 Q. Do you remember what it was that you thought
6 necessitated the taking of legal advice?
7 A. Which one, the first or the second?
8 Q. Well, let's start with what you have called the first .
9 A. So we had a -- early -- when the tenders were issued for
10 the project, we hadn't been issued a pre-tender estimate
11 at that stage, and bearing in mind that this contract
12 included works that were included in the KALC project,
13 so that would have inflated the price, so -- but we
14 recognised that there was potentially a gap between the
15 value of works that had been put out and the current
16 available budget, and so the professional team did some
17 work to scope out those -- you know, to scope out those
18 areas of potential saving within the scope of works. So
19 I think as part of that, you know, I think the team, and
20 Jenny in particular, would have been aware that we were
21 going to have to consider our options when the tenders
22 arrived.
23 Q. I see. So you think that it was Jenny's identification
24 of the gap you have just identified which meant that you
25 had to take legal advice?

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1 A. Yes, because we had a gap between the budget, and our
2 options are either to increase the budget or to work
3 with the preferred contractor in-contract to value
4 engineer the scheme closer to the budget. But also
5 there were elements within the scheme that we didn't
6 have fixed price for because the planning permission had
7 not been -- the conditions hadn't been met yet.
8 Q. Yes, I understand.
9 Can we go to {ART00006433}, please. This is
10 an email chain on 2 and 3 March 2014. This is about
11 five days or so before the tender interviews. So the
12 tender process, just for chronology's sake, was still
13 continuing.
14 Now, you're not copied in on these emails, but
15 David Gibson and Claire Williams are, and if I can go to
16 the second page {ART00006433/2}, please, in that email
17 run, we can see that here is an email from Jenny Jackson
18 dated 2 March 2014, to Phil Booth, Simon Cash,
19 Claire Williams and Peter Blythe, copied to
20 David Gibson.
21 Now, you're not copied in, so let's see how we go.
22 But just looking at it, do you think it's an email you
23 saw at the time?
24 A. No, I don't think so.
25 Q. Well, let's look at it. It says:

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1 "Please can we discuss how we intend to bridge the
2 gap between the £9,249,294 tender submitted and the
3 £8.5m client budget?"
4 Pausing there, the £9.2 million-odd tender is the
5 Rydon tender, isn't it?
6 A. Yes.
7 Q. So the gap that's the subject of her focus at this time
8 is the gap between the Rydon tender and the £8.5 million
9 client budget, not anybody else's gap?
10 A. Yes.
11 Q. Yes.
12 "The advice obtained from Trowers and Hamlins is
13 clear."
14 I'll just show it to you:
15 "KCTMO has advertised the contract as a Restricted
16 Procedure, based on an estimated contract value of £8m
17 to £10m. Tenderers are required to submit a price for
18 undertaking the programme, and KCTMO is required to
19 assess the tenders based on the price/quality criteria
20 you have set out in the tender documents. The
21 Restricted Procedure does not permit a contracting
22 authority to undertake negotiations with the tenderers
23 prior to contract award, and does not provide for the
24 contracting authority to revise the tender document or
25 for tenderers to submit revised 'best and final offers'.

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1 To do so would be a breach of the EU Regulations, even
2 if you allowed all the tenderers to renegotiate their
3 prices.
4 "Your only EU compliant options are to assess the
5 tenders and award the contract to the tenderer who
6 scored the highest based on your price/quality criteria,
7 or not award the contract and run a new procurement
8 exercise. If the contract allows it, you may run value
9 engineering exercises with your selected tenderer, but
10 only once the contract has been entered into."
11 Do you see that?
12 A. Yes.
13 Q. We'll come to the last paragraph of her own email, which
14 is her opinion, Jenny Jackson's opinion, in a moment.
15 Just looking at the first paragraph, the gap between
16 the Rydon bid and the client budget, just looking at
17 that, was that something that told us that it was
18 a foregone conclusion that, if the contract was to be
19 awarded at all, it would go to Rydon as the lowest
20 bidder?
21 A. I think -- not as the lowest bidder. I think as part of
22 the appropriate price/quality evaluation model that was
23 put there, that was the only option in this process,
24 that's what the advice is.
25 Q. Do you know what the point of having the interviews

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1 would have been in those circumstances?

2 A. The interviews was part -- was the final part of

3 a quality submission, so the quality submission scored

4 out of -- scored each contractor out of 100, and the

5 tender process was -- sorry, the interview process was

6 the final part of that, and it was a 5% score. A key

7 part of that -- the reason for that was to engage with

8 stakeholders, and we particularly wanted residents to be

9 involved in those interviews and give them the

10 opportunity to meet potential contractors, and in the

11 event we ended up with a resident board member and local

12 ward councillor attending those interviews, and we

13 needed to complete that as part of that quality

14 evaluation.

15 Q. I mean, at this point, is it fair to say that it was

16 Rydon or nothing?

17 A. At that point, Rydon -- we'd had an interim report from

18 Artelia, I remember, and so irrespective of the outcome

19 of the scoring of the interview, Rydon were going to be

20 in first place, even if they'd scored nothing and the

21 others had scored full marks. Jenny Jackson was

22 particularly wary of interviews, because of the

23 unwritten nature of them, and she felt that for

24 transparency's sake it was much safer to keep as much in

25 written form rather than in meeting form.

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1 Q. What were the residents who had formed part or were to

2 form part of the interview process have had to come up

3 with in order to get the TMO to think about somebody

4 other than Rydon?

5 A. Well, I mean, the OJEU process doesn't really allow

6 a great deal of choice. It's a very clear and open

7 process that you need to -- that needs to be followed:

8 so we put an open advert out, people apply, and there

9 are various evaluations. So, I mean, I wasn't part of

10 this process, save for the very last part of the

11 interview, but I read the tender report that explained

12 quite what had been evaluated through that process, and

13 it was about looking at the price, not just in terms of

14 the actual cost but in terms of its variance, in terms

15 of the various elements that had been priced within it,

16 and it looked at experience and a wide range of other

17 issues.

18 Q. I'm just trying to get a feel for what it would be that

19 the residents would have to say at the interviews or

20 tell you after the interviews that would make all the

21 difference.

22 A. Well, nobody can make that difference -- that decision.

23 I mean, the option is to run through the process that's

24 been defined at the very outset and evaluate and award

25 on that basis or start again on a different basis.

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1 Q. Now, let's --

2 A. The process wasn't about giving a choice to say, "I like

3 this one and not that one", it was about being part of

4 that process and seeing, and obviously if people had

5 concerns, we would look at trying to address those

6 concerns.

7 Q. Let's look at the second paragraph. She, Jenny Jackson,

8 says:

9 "The advice obtained from Trowers and Hamlin is

10 clear."

11 Now, you weren't copied in on this email chain at

12 the time, but did you know the gist of this advice at

13 this point?

14 A. Yes, I remember having a conversation with Jenny Jackson

15 about it.

16 Q. Was there anything about the advice that you didn't

17 understand at that time?

18 A. No.

19 Q. Now, your discussions with Rydon about reductions from

20 their bid price, or even just about process, as you put

21 it, before the contract was awarded on the evening of

22 18 March 2014, as we've seen, was wholly contrary to

23 Trowers' advice, wasn't it?

24 A. No, it was working within the boundaries of the second

25 part of their advice, so where they say that our only

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1 compliant options are to assess the tenders and award

2 the contract to the tenderer who scored the highest

3 based on the criteria, so that's what we were looking to

4 do. However, if -- but we recognised that if I -- I was

5 in a challenging position here because we had a budget

6 of one figure and a potential cost of a programme at

7 more than that, so I was in the difficult position of

8 trying to get board approval for that without doing some

9 work to actually firm up what the price actually was.

10 So that's what we looked to do, to establish the

11 principle that Rydon would work with us on that,

12 otherwise we would have to go back out to tender. That

13 would be the only route open to us.

14 Q. Mr Maddison, let's just study, shall we, the second

15 paragraph of the advice itself, which is in the slightly

16 smaller type in the email. The advice is:

17 "Your only EU compliant options are to assess the

18 tenders and award the contract to the tenderer who

19 scored the highest based on your price/quality criteria,

20 or not award the contract and run a new procurement

21 exercise."

22 Do you accept that your discussions with Rydon were

23 contrary to that advice?

24 A. No, I don't. I think it's -- that works within the

25 bounds of that advice, and we took further advice from

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1 Trowers after being through this process to check that
 2 that was appropriate.
 3 Q. Let's look at the sentence I've just read to you. You
 4 had been given two choices. Clearly discussions with
 5 Rydon isn't part of the second choice, which is about
 6 not awarding the contract. Are you telling us that you
 7 read the advice from Trowers to say that discussions
 8 with Rydon prior to the notification that they were the
 9 winner fell within the expression "tenderer who scored
 10 the highest based on your price/quality criteria"?
 11 A. Yes.
 12 Q. How could you possibly have understood that
 13 price/quality criteria was something which had anything
 14 to do with the discussions that you were having, which
 15 of course came in after their bid?
 16 A. So we'd had a discussion on price -- well, there had
 17 been a thorough process to establish the preferred
 18 contractor through the price/quality analysis, and we
 19 had a preferred bidder. We were in a position where we
 20 weren't in a position to let a contract, because we
 21 hadn't been through the standstill period, but what --
 22 I think it was -- what was clear was that we needed to
 23 establish whether the preferred bidder would be amenable
 24 to working through the pre-contract -- the terms that we
 25 would set out in the pre-contract agreement to establish

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1 whether or not we could go into contract with them at
 2 all.
 3 Q. But, Mr Maddison, this advice is telling you that you
 4 can award the contract to the tenderer who scored the
 5 highest based on your price/quality criteria. That's
 6 a reference to the formal tender, isn't it? It's
 7 clearly not a reference to offline discussions with one
 8 of the tenderers, is it?
 9 A. The offline discussion was establishing the principle of
 10 the pre-contract agreement and the board approval; it
 11 wasn't related to negotiation of the contract sum.
 12 Q. So in a sense one could say: exactly, the discussions
 13 you were having with Rydon had nothing to do with
 14 scoring the highest based on the price/quality criteria.
 15 They were wholly outside that exercise, weren't they?
 16 A. No, they were in the context of that exercise.
 17 Q. If they were in the context of that exercise, they would
 18 also have been offered to the other bidders to make it
 19 fair and transparent and --
 20 A. It's quite clear in Trowers' advice that that isn't
 21 appropriate.
 22 Q. Mr Maddison, I'm going to suggest to you that you knew
 23 very well what this very clear advice was telling you,
 24 and you and others at the TMO chose to do the contrary.
 25 A. That -- I don't agree with that, and there's a clear and

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1 transparent route from this advice, through my board
 2 report, through the report to the executive team and to
 3 the advice that was taken from Trowers prior to the
 4 board report that explains that. It was completely
 5 transparent and above board. It did have some risks
 6 attached to it, commercial risk of challenge, but that
 7 was addressed as well in the Trowers advice, the second
 8 piece of Trowers advice.
 9 Q. If it was all transparent and completely above board,
 10 can you please explain to us why there is not a single
 11 written record of the 18 March meeting, and no reference
 12 to these discussions even in the letter you sent to
 13 Rydon notifying them that they were the winner?
 14 A. There is a clear dialogue in the emails between
 15 David Gibson and Steve Blake about what exactly was
 16 going on in that moment.
 17 Q. I think it's right that you never gave any other bidder
 18 the opportunity to consider value engineering, did you?
 19 A. The -- we could -- the only open -- the only way forward
 20 open to us here was through the preferred bidder.
 21 Alternatively, we needed to go back out to tender.
 22 Q. Can you please answer my question? You never gave any
 23 other bidder the opportunity to consider value
 24 engineering, did you?
 25 A. I didn't do that, because the advice from Trowers was

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1 that that wasn't a possible route through this
 2 procurement route.
 3 Q. If you're going to reduce the scope or deliver
 4 a different scope, or reduce the price of one of the
 5 bidders, prior to the award, then it would be unfair on
 6 all the potential bidders, wouldn't it, the other
 7 bidders, because they wouldn't have the same opportunity
 8 to talk to you about what they could do?
 9 A. The Trowers advice is clear that the only option was to
 10 go with the preferred bidder or to go back out to
 11 tender.
 12 Q. Well, we can see what it says: tenderer who scored the
 13 highest based on your price/quality criteria, or go back
 14 out to tender. As I put to you before -- I'll put it
 15 once more -- there is absolutely nothing in here which
 16 blessed your approach, which was to talk to Rydon, as
 17 the lowest bidder, to see if they would come down
 18 further.
 19 A. We didn't talk to them to establish they would come down
 20 further. What we did was we proposed -- we were looking
 21 to agree the principles of a pre-contract agreement,
 22 which would clarify the price, at which point our
 23 options were to either increase the budget or go back
 24 out to tender. In reality, what we did was increase the
 25 budget, once those costs were clarified.

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1 Q. Now, we have been unable to see anything in your witness
2 statements about these pre-award discussions that you
3 had with Rydon, even in the witness statement that you
4 provided to the Inquiry in the June of this year. Why
5 is that?

6 A. To be honest, I couldn't -- until very recently, I had
7 forgotten about this dialogue entirely. It was quite
8 difficult to remember exactly what happened at this
9 point.

10 Q. Is it because you knew that these sorts of discussions
11 were in breach of EU procurement law, as advised to you
12 by Trowers & Hamblins in the advice we've just seen, and
13 that's why you wanted to keep it quiet?

14 A. I wasn't trying to keep anything quiet. I'm here to
15 give you my truth.

16 Q. Mr Gibson was asked the same question as I've just asked
17 you, and he told us that he had been advised that it was
18 better not to explain these discussions in a witness
19 statement but to save it up for his oral examination.
20 Are you in the same position as him?

21 A. No, I haven't had a conversation.

22 Q. When did you first realise that the discussions that you
23 were having with Rydon prior to and on 18 March about,
24 even as you would put it, the approach were matters
25 which might be investigated in this Inquiry?

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1 A. I don't remember. Very recently, I think, in the last
2 few weeks.

3 Q. Did you not listen to the evidence of anybody from
4 Rydon, such as Mr Blake --

5 A. Yes.

6 Q. -- in July or read the transcript?

7 A. So on the back of some of the evidence that has come
8 through the Inquiry, it's reminded me of this issue. It
9 hadn't really occurred to me as being a significant
10 issue at the time I was preparing my initial statement.

11 Q. Right.

12 When you answered my question at the beginning of
13 your evidence that your witness statements represented
14 a full and candid account, however one might
15 characterise them, they don't represent a candid account
16 of these discussions, do they?

17 A. As I say, I didn't even remember these discussions at
18 the time I was writing -- working with --

19 Q. Have you ever realised that, as an officer of a public
20 authority exercising public functions, you owe a duty of
21 candour, and particularly a duty of candour to this
22 Inquiry?

23 A. Absolutely, and that's why I'm here.

24 Q. Did you realise that the purpose of your giving evidence
25 was to assist it in its functions?

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1 A. Absolutely.

2 Q. Do you accept that by not coming clean about these
3 discussions in any of your statements, even as recently
4 as June this year, or even as recently as before you
5 went into the witness box, you failed in that duty?

6 A. I don't agree. I think that, as I say, I didn't
7 remember the detail of this particular moment. I don't
8 have any -- certainly not trying to withhold anything,
9 and I think there's quite a clear, transparent timeline
10 and audit trail through this where we can see that I've
11 reported to board and to executive team exactly what
12 I've been doing, and I think it's very clear.

13 My witness statement can only cover a certain amount
14 of information. It would be -- this project spanned
15 something like five years of my work experience and
16 there's an awful lot of detail in there.

17 Q. Mr Blake gave evidence at the end of July, and
18 Mr Maynard gave evidence for Rydon at the very beginning
19 of September this year, some eight weeks ago or so. Can
20 you explain why, even in that period of time, you
21 haven't provided a further witness statement giving your
22 side of the story in relation to these discussions, but
23 have left it up for me to ask you questions about?

24 A. I haven't been advised to give any further information
25 at this stage.

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1 Q. You haven't been advised to give any further
2 information?

3 A. I hadn't been -- I haven't -- I have been taking the
4 advice of my solicitors.

5 Q. I don't want to know about what advice you have had.

6 Can I just ask you whether the existence of the
7 Attorney General's undertaking has played any part in
8 your thinking?

9 A. Sorry, I don't understand the question.

10 MR MILLETT: Let's move on.

11 Can we go to the minutes of the TMO board meeting on
12 27 March 2014. {TMO10031040}, please.

13 Mr Chairman, I have just been reminded, it's 11.17,
14 and it's probably an appropriate time for a break. I am
15 going to move on to a slightly different topic.

16 SIR MARTIN MOORE-BICK: Do the next questions really follow
17 up the questions you have just been putting to the
18 witness?

19 MR MILLETT: Well, they do, yes.

20 SIR MARTIN MOORE-BICK: That's what I thought. How long are
21 they likely to take?

22 MR MILLETT: We're going to go to -- there is about
23 ten minutes, I suppose.

24 SIR MARTIN MOORE-BICK: Well, it might be better then to
25 stop now, if that's convenient.

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1 MR MILLETT: Yes.
 2 SIR MARTIN MOORE-BICK: Yes.
 3 We're going to have a short break, Mr Maddison. We
 4 will come back at 11.35, and we'll resume then.
 5 While you're out of the room, please don't talk to
 6 anyone about your evidence or anything to do with it.
 7 All right?
 8 THE WITNESS: Thank you.
 9 SIR MARTIN MOORE-BICK: Thank you. Would you like to go
 10 with the usher.
 11 (Pause)
 12 Good, 11.35, please.
 13 (11.17 am)
 14 (A short break)
 15 (11.35 am)
 16 SIR MARTIN MOORE-BICK: All right, Mr Maddison?
 17 THE WITNESS: Yes.
 18 SIR MARTIN MOORE-BICK: Ready to carry on?
 19 Yes, Mr Millett.
 20 MR MILLETT: Yes, Mr Chairman.
 21 Can I ask you, please, to go to {Day28/171:7}, first
 22 of all. This is the evidence of Steve Blake of Rydon,
 23 and if we look at line 7, I ask him:
 24 "Question: Do you recall what was discussed at that
 25 meeting?"

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1 This is the meeting of 18 March 2014:
 2 "Answer: Not specifically. No, I don't.
 3 "Question: In general?
 4 "Answer: Went through the need to find
 5 a significant amount of savings, yeah, for the scheme to
 6 meet their budget."
 7 Do you accept that?
 8 A. Sorry, do I accept ...?
 9 Q. Do you accept Mr Blake's evidence there, that at the
 10 meeting you all went through the need to find a
 11 significant amount of savings for the scheme to meet the
 12 TMO's budget?
 13 A. I think that's his interpretation of what we were doing.
 14 What we were actually doing was establishing the
 15 principles needed for a pre-contract agreement.
 16 Q. There may be nothing between us on that, but his words
 17 are, this is what actually happened: at the meeting you
 18 went through the need to find a significant amount of
 19 savings for the scheme to meet their budget. Did you do
 20 that?
 21 A. No, and he also says he didn't specifically remember the
 22 meeting, what was discussed at the meeting, so I think
 23 that's probably an assumption on his part of what he --
 24 what we discussed. But I was very clear at that time
 25 what we were doing, which was trying to agree the terms

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1 of a pre-contract agreement in accordance with the
 2 advice that we had taken from Trowers & Hamblins.
 3 Q. Yes. You have pointed out in the line before that
 4 I showed you that he has no specific recollection, as
 5 a comment, but I want your recollection: do you agree or
 6 do you disagree with Mr Blake's recollection that, at
 7 the meeting, as a matter of fact, you went through the
 8 need to find a significant amount of savings for the
 9 scheme to meet the TMO's budget?
 10 A. So what I think he means by that is what I've described
 11 earlier, is that within the contract there were a couple
 12 of significant elements that hadn't been fully priced in
 13 relation to the cladding and to windows, and also there
 14 was an issue regarding the public realm work and the
 15 interface between the Grenfell Tower project and the
 16 KALC project which needed to be established, and so --
 17 Q. Mr Maddison, I'm going to cut you off, because I wasn't
 18 you to interpret the transcript and give me your opinion
 19 of his evidence. What I want is something different,
 20 please, which is your recollection of what actually
 21 happened at that meeting.
 22 Here we have on the page Mr Blake's recollection,
 23 and I've put it to you twice now. I'm simply asking you
 24 whether his recollection is the same as yours. Is he
 25 right or is he wrong?

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1 A. He's wrong.
 2 Q. He's wrong?
 3 A. What we discussed at that meeting was what was detailed
 4 in the dialogue between the two parties in the run-up to
 5 the meeting. The meeting was there as a backstop in
 6 case I needed any last-minute information before my
 7 board deadline. So the meeting was there as a backstop.
 8 It wasn't about negotiation, it was about being clear
 9 about the process and understanding that we were all on
 10 the same page in terms of what in principle was the way
 11 forward.
 12 Q. Can I ask you to go to {RYD00003302}, please. This is
 13 an email we've seen before, we looked at it on Thursday.
 14 If we look at the third one down, page 2
 15 {RYD00003302/2}, please, I just want to look at one of
 16 the earlier emails in this run. This is David Gibson,
 17 his email on 13 March to Steve Blake, and it's the one
 18 in which he introduces himself. In the last two
 19 paragraphs, he says:
 20 "Can you also confirm if you can make a meeting on
 21 Monday afternoon with Peter, myself, and Claire Williams
 22 the project manager for the scheme at our offices. It
 23 might be useful if you can bring your estimator also."
 24 Now, that in fact did happen. Do you remember that
 25 Rydon did bring their estimator?

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1 A. I don't remember, no.
 2 Q. Do you remember or can you tell us what the purpose of
 3 David Gibson asking Rydon to bring Rydon's estimator was
 4 if at that meeting you were not going to discuss precise
 5 figures?
 6 A. I guess he just wanted somebody there who could discuss
 7 figures, you know, the principles of what -- that we
 8 were discussing in the dialogue that we'd had.
 9 Q. If all you were going to have was a discussion about
 10 a general approach, as you told us a number of times
 11 this morning, there would have been no point in
 12 David Gibson asking Steve Blake to bring his estimator
 13 along, would there?
 14 A. I don't know. I don't know why David put that. I think
 15 that was probably just David's way of thinking how he
 16 would like to approach this discussion.
 17 Q. Do you remember that Rydon did bring their estimator,
 18 a lady called Katie Bachellier, to the 18 March meeting?
 19 A. I don't remember. I don't remember the meeting
 20 specifically.
 21 Q. This meeting wasn't set up, was it, simply to discuss
 22 general approaches? This meeting was set up to discuss
 23 particular figures in the spreadsheet David Gibson was
 24 sending and Rydon's estimator's view of them, in order
 25 to be able to discuss as precisely as possible what the

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1 reductions from £9.2 million could be.
 2 A. No, those figures were to set the context of the sort of
 3 scale and the challenge that was facing us and to -- so
 4 that Rydon could understand the context of that
 5 conversation. If it was a negotiation of any nature, we
 6 would have had our quantity surveyor there, so Artelia
 7 would have been invited, but that wasn't the purpose of
 8 this meeting. This was about: establish a path through
 9 the governance of the scheme. It wasn't about the -- it
 10 wasn't about a negotiation of the price with Rydon.
 11 Q. Did you ever ask Artelia to look at David Gibson's
 12 simple spreadsheet to make sure that what he was asking
 13 for from Rydon was in line with what their quantity
 14 surveyor would think?
 15 A. My assumption is that they put that together in --
 16 Q. Your assumption, but you don't know that?
 17 A. Well, they were the quantity surveyors for the scheme,
 18 they produced the pre-tender estimate, and they
 19 identified that the pre-tender estimate was greater than
 20 the budget and started a process of pulling together
 21 ideas from within the professional team as to how
 22 savings could be made to bring the scheme within budget
 23 and what those options were. So Artelia led that
 24 process, as I remember.
 25 Q. We don't see Artelia copied in on any of the emails

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1 which arrange the meeting of 18 March or any email which
 2 sends the spreadsheet, do we?
 3 A. No, and that's because it wasn't a negotiation on price,
 4 because Artelia would have to be there for that because
 5 they're managing that budget. This was a discussion
 6 about governance and how we could get an approval
 7 through our board to move the project forward.
 8 Q. To the best of your recollection, did Artelia even know
 9 that this meeting was taking place?
 10 A. I think in the email we saw earlier between
 11 Jenny Jackson and Simon Cash they made reference to
 12 an offline conversation. I think that's exactly what
 13 this was.
 14 Q. That's a slightly oblique way of answering my question.
 15 I'll try it again: did Artelia know that the meeting on
 16 18 March was to happen?
 17 A. I don't know that they knew specifically there was
 18 a meeting. I think they knew there was going to be
 19 a dialogue between the client and Rydon in relation to
 20 a pre-tender -- the principles of a pre-tender agreement
 21 that we could get through to our board for approval.
 22 Q. You never kept Artelia in the loop with your ongoing
 23 discussions with Rydon between 11 March, as we've seen,
 24 and 18 March, did you?
 25 A. I don't remember.

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1 Q. No.
 2 Let's go to the TMO board meeting on 27 March 2014.
 3 Can we go, please, to {TMO10031040}. I would like you
 4 to look, please, first of all, at that first page. This
 5 is the TMO board meeting on that day, part B, and we can
 6 see who was present there, a long list of board members.
 7 We can see that under the list of those in attendance,
 8 you were there, weren't you?
 9 A. Yes.
 10 Q. If we turn, please, to page 2 {TMO10031040/2}, we can
 11 see that you cover the issue of Grenfell Tower
 12 refurbishment. I'll just show it to you:
 13 "Peter Maddison gave a progress report on the
 14 evaluation of the three tenders which had been received
 15 for this project, on both price and quality. Rydon's was
 16 the preferred contractor, and because there was a very
 17 tight perimeter on costs, we would work with them on the
 18 detail of their tender. In addition there was some
 19 further work to be done on the planning permissions, and
 20 the type of materials and cladding in order to contain
 21 costs. There would also be further work on energy, and
 22 it was hoped to attract some funding. When these two
 23 pieces of work were completed, it was hoped to carry out
 24 the contract within budget. It was recommended that we
 25 enter into a pre-contract arrangement with Rydon's in

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1 order to progress the project."

2 Just pausing there, there is no reference there, is

3 there, to the discussions that you had had with Rydon

4 about even the approach, as you would put it, before the

5 award of the contract to Rydon, or at least before they

6 were notified that they were the winner of the tender?

7 A. It doesn't specifically talk about that dialogue, but

8 the report that was presented to the board here

9 specifically refers to the parameters of the

10 pre-contract agreement, which is what I was looking to

11 be agreed. I did certainly talk to the executive team

12 when I presented the draft report to them about this

13 point, and that was minuted at that meeting.

14 Q. So there is another meeting, is there, with the

15 executive team, and there are minutes where you talk

16 about the pre-award discussions with Rydon; is that

17 right?

18 A. Which talks about the offline conversation to establish

19 the principles, yes.

20 Q. I think you accept what I am putting to you, which is

21 that there is nothing here which tells the TMO board

22 that there have been these pre-notification discussions

23 with Rydon.

24 A. That's a level of detail that I wouldn't normally put

25 into a board report.

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1 Q. Right.

2 Let's look at the paper that you presented. It's

3 {TMO10005583}, please. This is a document headed

4 "Recommendation to note the outcome of the

5 Grenfell Tower procurement and to agree the appointment

6 of the preferred contractor". You can see a big box

7 which says "Purpose", and item 1.2:

8 "Agrees to appoint Rydon Construction Ltd as the

9 preferred contractor for the project."

10 Do you see that?

11 A. Yes.

12 Q. Let's just run through it.

13 Before I do, can I ask you, is this your document,

14 did you author this?

15 A. Yes.

16 Q. You did.

17 Then we have "Background", 2.1:

18 "On 8th January 2013, Board agreed to proceed with

19 the procurement of the Grenfell Tower project with an

20 agreed budget of £9.700m. This budget has been agreed

21 by RBKC Cabinet."

22 Then under 2.2 you can see, "The proposed scope of

23 works includes", and under the second bullet point, the

24 thermal external cladding of the building.

25 Then if we turn the page, please, to page 2

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1 {TMO10005583/2}, it works on down. Planning approval,

2 10 January 2014, and then the project team and the

3 project team's procurement, you see that, procured

4 through the IESE framework.

5 Then over the page, if you go to page 6

6 {TMO10005583/6}, I think, having looked through this.

7 The rest of it is detail about the tender process, if we

8 just look quickly through that, and then go to section 3

9 at the very bottom of page 6:

10 "Financial Implications and Pre-contract

11 activities."

12 Then if you go to page 7 {TMO10005583/7}, let's look

13 at paragraph 3.2:

14 "3.2. Some further work is required to firm up the

15 scope of works and design and arrive at a fixed cost for

16 the contract. Specific activities include:

17 • "Clarify Site Boundaries ...

18 • "Detailed Design ...

19 • "Energy Funding ...

20 "3.3. It is recommended that the Board agrees that

21 we enter into a pre-contract agreement with Rydon up to

22 a value of £350k to progress these activities in the

23 coming weeks.

24 "3.4. When the financial implications of these

25 activities are clear, it is recommended that the Board

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1 agrees to enter into contract with Rydon Construction

2 Ltd for the refurbishment of Grenfell Tower with a total

3 cost of the project of £9,700k (inclusive of fees).

4 "3.5. If the final price of the contract is above

5 £9,700k, further approval would be required from RBKC

6 Cabinet. If required, this would be sought in June

7 2014."

8 Now, I've shown you, I think, pretty much all of

9 this document, other than the parts in the middle about

10 the details of the tender. There is nothing in there,

11 is there, about the existence of these pre-award

12 discussions that you had had with Rydon?

13 A. Nothing mentioned specifically about the discussions,

14 but the points that I'm raising there are exactly the

15 things that were clarified in the pre ... in that

16 discussion with Rydon.

17 Q. There is nothing in here about your decision to take

18 a risk of challenge by the other bidders by having those

19 discussions with Rydon, is there?

20 A. Erm ... I don't remember if it was covered in this

21 report. It was covered in the -- it was certainly

22 covered in the minutes of the executive team meeting.

23 Q. You say that. We will come back to that in a moment,

24 but before we leave this meeting, which is the board

25 meeting, can we take it -- we've seen both documents --

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1 that neither your report nor the minute of the meeting
2 made any suggestion, let alone states in terms, that you
3 and others at the TMO had "offline" discussions with
4 Rydon prior to the award of the contract on 18 March
5 about even the approach that they were going to take
6 about price; that's right, isn't it?

7 A. It doesn't cover that specific dialogue, no, but I think
8 the principles of what was written here are clear and
9 I reported it to the executive team, and ... yeah. So
10 I think the amount of information that's required here
11 to make a decision is fair, and the risk -- the Trowers
12 advice here was that the risk was low, so if the risk
13 was low, it didn't occur to me at that time to record
14 that.

15 Q. Let's go back to the TMO board meeting on 27 March,
16 {TMO10031040/2}, please, and let's just look at item 2
17 again. We can see you're presenting, and underneath the
18 questions, you can see that question 1 at the bottom of
19 the page was:

20 "It was pointed out that there was a big difference
21 in the prices being offered on page 83. However, Rydon's
22 was consistently lower."

23 You see that?

24 A. Yeah.

25 Q. Then if we go to the top of the next page

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1 {TMO10031040/3}:

2 "It was queried why there was such a big deviation
3 in tender prices, and whether Rydon's had put in a low
4 tender in order to obtain the contract. Confirmation
5 was given that the pre-contract period was being
6 recommended in order to look at these issues. It was
7 queried whether this could be interpreted as being
8 contractually committed. However, if we did not get
9 within the budget, we would not be committed, but there
10 was confidence that it would be possible to get the
11 contract within budget."

12 Do you see that?

13 Now, that suggests, I would suggest to you, that
14 somebody would look at the issue of price deviation in
15 the context of Rydon's low price compared with the other
16 bidders' prices.

17 Was it genuinely the plan that the pre-contract
18 period would be used to check if Rydon's price was too
19 low to be achievable?

20 A. No, that wasn't the purpose. I think that minute is not
21 really very accurate. What we -- the purpose of the
22 pre-contract agreement was to give budget certainty
23 around the material aspects of the project that were
24 awaiting planning permission, and so we needed to get
25 further clarification of those. But those elements were

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1 included in the tender, so I think that the minute-taker
2 has probably confused things a little bit here.

3 Q. You say they were confused. I take it that you have
4 seen these minutes before coming here today, or before
5 giving your evidence?

6 A. I haven't looked at them since the time of those
7 meetings.

8 Q. Taking them at face value, it rather suggests that the
9 impression was given to the board that the only
10 discussion about bringing the Rydon winning bid number
11 of £9.2 million down within budget was going to happen
12 after this, after 27 March, doesn't it?

13 A. Well, after 27 March we -- so at 27 March we got
14 approval to enter into a pre-contract agreement, and
15 part of that pre-contract agreement was to firm up the
16 price on the elements that were awaiting planning
17 permission, to progress the energy piece of work which
18 could bring in some additional funding, and to clarify
19 some issues around the site boundaries, which included
20 the works that had been priced in Rydon's tender but
21 which were currently in the KALC project, and if that
22 moved from the KALC project into the Grenfell Tower
23 project, which it actually did, it would bring with it
24 the budget as well.

25 So all of these things had an impact on the budget

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1 that was available, and that was why we needed to carry
2 on the clarification of these points, so we knew how
3 much budget there was and whether we needed any
4 additional budget, and therefore we made the reference
5 that we would be going back to the council and the
6 Cabinet in June to do that.

7 Q. You see, there is no suggestion in this document or the
8 presentation you made to the main board of the TMO that
9 you had already got under your belt some discussions or
10 some confidence from those discussions that your budget
11 could be met. Why is that?

12 A. Sorry, I don't follow that question.

13 Q. Well, you see, it says in item 2 that confirmation was
14 given that the pre-contract period was being recommended
15 in order to look at these issues. In other words, that
16 was going to happen; it hadn't yet happened. What I'm
17 putting to you is that there is nothing in here at all
18 which says, let alone suggests, that those discussions
19 had already happened.

20 A. Sorry, I'm getting confused here, because this minute is
21 confusing, and -- so the pre-contract period wasn't
22 looking at the base pricing of Rydon's contract, as it
23 suggests. That wasn't something we were going to do or
24 could do. I mean, we could work with Rydon's on value
25 engineering, and maybe that's what is being alluded to

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1 here, but the process was we were going to enter into
2 contract -- a pre-contract agreement with Rydons. Once
3 we've clarified the cost of the contract, we either
4 increase the budget or we -- or the other option would
5 be to go back out to tender.

6 Q. Look at item 3:

7 "It was queried whether we had confidence in Rydons'
8 pricing, and confirmation was given that we had received
9 a very detailed tender report which was also
10 competitive."

11 Did you give that confirmation?

12 A. Yes. I mean, that -- so Artelia were our quantity
13 surveyors. They did a thorough evaluation of the bid,
14 that was supported by a wider evaluation by other
15 members of my team and Artelia's team, and pricing was
16 a key part of that, and the evaluation of that.

17 Q. Do we take it from these minutes that the board
18 expressed some concern about Rydon's price being so much
19 lower than the other bidders?

20 A. I think the board was asking for clarification, asking
21 sensible questions looking at the information that was
22 in front of them.

23 Q. Is that a yes to my question?

24 A. I wouldn't say they were concerned. They asked whether
25 I thought and whether the professional team thought that

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1 the price was sustainable, and the advice as we had
2 taken from Artelia was that they felt that it was.

3 Q. By the words "Rydons' pricing", was that a reference to
4 the £9.2 million price in Rydon's winning tender bid?

5 A. Yes.

6 Q. But in fact it's right, as we've seen, that the effort
7 until this point with Rydon was to get them to reduce
8 their price down from the £9.2 million to
9 £8.4 million-odd.

10 A. No, the action we were agreeing here was to clarify the
11 price, because at that time their bid was 9.2 million,
12 but we hadn't agreed key elements of the scheme that we
13 needed to agree so that we could get cost certainty. So
14 that's what this report was about: it was saying these
15 are the pieces of work we need to do to get cost
16 certainty, at which point I can recommend to the board
17 that we go forward on that basis. That was what this
18 process -- that's what this whole dialogue was about.

19 Q. Why is there nothing in here about agreeing the
20 "approach" that Rydon might take during the pre-contract
21 period, having won the contract, about bringing the
22 price down from £9.2 million?

23 A. Well, it is covered in that, because the materials --
24 the alternative material prices on the cladding,
25 for example, were covered in the tender, so it's ...

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1 yeah.

2 Q. Why didn't you say, when you confirmed that you had
3 received a very detailed tender report, "Yes, not only
4 have we got confidence in Rydon's pricing at 9.2, but we
5 think that we can get them down to much closer to our
6 budget"? Why didn't you say that?

7 A. Because I probably didn't think that at the time. I was
8 looking to work within the rules that were there.

9 Q. Were you concerned at the time, Mr Maddison, that Rydon
10 had put in a tender figure that was unrealistically low?

11 A. I didn't. I thought there was a spread between --
12 I mean, we didn't get a large number of bidders --
13 tenders in the end, and there was a spread between first
14 and second and then second to third, which wasn't
15 unusual. I think if we asked -- I mean, Artelia carried
16 out an analysis and obviously recommended that we go
17 forward, so they didn't flag up any specific issues.

18 Q. Yes, you see, looking at item 2, the question is asked
19 whether Rydons had put in a low tender in order to
20 obtain the contract. Now, it perhaps doesn't matter who
21 asked that question; my question to you is: did you ask
22 yourself that question?

23 A. No, I took the advice from Artelia.

24 Q. Right. You took the advice from Artelia, but was that
25 as a result of asking yourself that question?

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1 A. I didn't see anything that suggested to me that this was
2 an artificially low price.

3 Q. But someone on the board had.

4 A. Mm-hm.

5 Q. Can you account for why you hadn't?

6 A. I don't remember whether I had or I hadn't, to be
7 honest. It's a long time ago. There would have been
8 discussions between the various parties at that time,
9 and nobody has raised any specific concern saying that
10 they felt that that price was abnormally low.

11 Q. You see, it seems, just on the face of it, that the
12 board's reaction to the tender result was that Rydon's
13 price was, as it were, too good to be true. Is that not
14 something that occurred to you as well?

15 A. I think they were asking reasonable questions about the
16 pricing and giving proper scrutiny, which is their role.

17 Q. Can we go to {TMO00850744}, please. Now, this is
18 a minute of the 19 March 2014 executive team, and
19 present at it are Robert Black, Yvonne Birch and
20 Sacha Jevans, and in attendance two other people, and
21 apologies from Anthony Parkes.

22 It looks as though you weren't there. Is that
23 right?

24 A. I don't know.

25 Q. Do you recall being at a meeting on 19 March 2014?

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1 A. Not specifically , but I wouldn't go to executive --
 2 I wouldn't go to a full executive team, I would go if
 3 I had a particular report. So if there is a report
 4 here, I may have gone to present that report.
 5 Q. Very well. Let's look through it.
 6 Can we go to page 2 {TMO00850744/2}, just to see
 7 what's on that page. We can see the topics there:
 8 fundraising tea party, councillor briefing, EGM threat
 9 and board.
 10 "Board - 27 March.
 11 "Papers for the Board agenda were distributed, and
 12 discussed."
 13 Then if we go to the very bottom of the page:
 14 "Asset management strategy: Peter Maddison would be
 15 discussing the next steps with Laura Johnson, and had
 16 also discussed the process with Cllr Feilding-Mellen."
 17 Then underneath that {TMO00850744/3},
 18 "Grenfell Tower", and we can see what's said there, and
 19 let's just see what there is said.
 20 What I want to know first of all is whether this is
 21 something you provided to them or whether you were
 22 present there and made this presentation.
 23 A. This looks like I was present and presenting my report
 24 that was going to the board the following week. So this
 25 is the report that I was finalising through the process.

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1 Q. Let's look at it:
 2 "Further clarification was requested on the scope of
 3 the works, and the preferred contractor, and this would
 4 be done. Peter Maddison to brief independent Board
 5 members before the meeting. The reputational importance
 6 of delivering the contract on time and within budget was
 7 recognised.
 8 "The background to the report was discussed in
 9 detail. The Board were being asked to agree a budget of
 10 £9.7m, and to enter into a pre-contract agreement when
 11 the detail on the costs for windows, cladding etc. would
 12 be firmed up. We would need to strip out some of the
 13 costs which were not in the contract.
 14 "Peter Maddison had already met the recommended
 15 contractor informally on whether savings could be made
 16 i.e. pricing of landscape works (£200k saving), an
 17 alternative material for cladding (£500k saving), eco
 18 funding (c. £150k), plus small scale engineering items.
 19 With these measures, we were confident that we would get
 20 within budget, but if we could not achieve this, we
 21 would have to go back to RBKC. Although there was
 22 potential for a challenge from the other two
 23 contractors, there was a significant gap between their
 24 tenders, and the recommended contractor. The situation
 25 was not unusual, and Board would be advised that further

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1 work would be done on the detail.
 2 "All the tenderers had been notified of the outcome
 3 of the tender assessment on 18th March, and we would
 4 have 30 days before we entered into a formal contract.
 5 "We may receive a Freedom of Information request on
 6 the tender documents which would be commercially
 7 sensitive, and this was discussed. Although we did not
 8 want to have to release the detailed tender documents,
 9 we could release the price of the contract. There was
 10 concern that we may be required by the ICO [that's the
 11 Information Commissioner, I think] to release more
 12 information. Trowers' advice had been taken on risks
 13 entailed in the procurement which also included any
 14 potential Freedom of Information request. We wanted to
 15 have a clear line on how we managed any potential
 16 requests, and also with the Council. It was queried
 17 whether it would be possible to obtain Trowers' advice
 18 in writing.
 19 "In order to avoid this potential risk, we could go
 20 back to the Council on the budget. However, any change
 21 in the budget would have to go to Cabinet which would
 22 mean a decision being deferred until July. It was
 23 proposed that we continue with the existing proposal,
 24 and establish which documents we would have to release
 25 if we received a challenge, particularly since we were

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1 confident that we could get within budget.
 2 "If outstanding issues could not be resolved during
 3 the pre-contract period, we would then go back to the
 4 Council on the budget, and report the position to the
 5 Board."
 6 Now, I've read that out in full to you.
 7 Is that the record of the discussion that you recall
 8 having had on 19 March, as recorded here, with the
 9 executive board?
 10 A. I haven't seen this -- I wouldn't be party to the
 11 minutes of the executive team meeting, so I probably
 12 hadn't seen this -- didn't see this at the time, so
 13 wouldn't be able to correct it for accuracy, but it
 14 sounds like that's a summary of the conversation I had
 15 with the board in relation to my board report for the
 16 27th.
 17 Q. Are we to take it from this that you told Robert Black
 18 and Sacha Jevans and the other members of the executive
 19 board that you had had these discussions with Rydon
 20 about specific figures as we've seen on the previous
 21 page, page 3?
 22 A. Can I see the previous page?
 23 Q. Yes, third paragraph down under "Grenfell Tower",
 24 landscape works for £200,000, et cetera.
 25 (Pause)

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1 A. I think that's a -- that isn't the -- that's the way
2 I can see that's been minuted, but that isn't the nature
3 of the discussion. As I say, the discussion was to
4 clarify the points that were written into the
5 pre-contract agreement, to clarify whether these savings
6 could be delivered. That would be a more correct way of
7 minuting it.

8 Q. Whether it's correct or incorrect, do you disagree with
9 where it says that you had already met the recommended
10 contractor informally on whether savings could be made,
11 "i.e. pricing of landscape works (£200k saving), an
12 alternative material for cladding (£500k saving), eco
13 funding (c. £150k), plus small scale engineering items"?

14 A. So what we've --

15 Q. Let me put the question: do you disagree with the minute
16 on that?

17 A. What actually happened there -- I have clearly reported
18 that I did have the meeting with the preferred
19 contractor, which is as I stated earlier, so I have been
20 transparent about that, it wasn't a secret meeting, it
21 was a meeting that I was above board on, and clarified
22 that there are items there that need pricing
23 clarification, for example the landscaping works, the
24 alternative cladding material, and they were the things
25 that we required clarification on, which is the

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1 tendering -- sorry, the planning permission, which would
2 clarify the materials that could be used and
3 consequently the price of those. So that's actually
4 what was to be clarified here, so we can understand the
5 price.

6 Q. It looks from this record that you were giving the TMO
7 executive board specific figures for specific items of
8 savings.

9 A. These were items that were priced within the tender. So
10 the landscaping works were priced within the Rydons
11 tender. The cladding material was -- there were two
12 options priced within the tender for cladding material,
13 so we needed to establish through the planning process
14 which material it would be, and then we would be able to
15 understand what the price of that would be in the
16 context of the Rydon tender. All of these relate to the
17 specific pricings within their tender.

18 Q. Well, if they were already within the tender, what was
19 the point of having an informal meeting on whether the
20 savings could be made, as listed?

21 A. Because we wanted to progress that -- the clarification
22 of these issues relating to -- so the pre-tender
23 agreement was about progressing these specific issues
24 that were in their tender, because if the planning --
25 the cladding cost was dependent on whether planning

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1 permission was for aluminium or zinc, for example. We
2 needed to get the planning permission to know which cost
3 applied. The landscaping works was -- it was
4 an optional cost within the Rydons contract, but it was
5 also in the Bouygues contract on the adjacent site, so
6 we needed to establish whether that would move into the
7 Rydons contract or remain in the Bouygues contract. So
8 these were things that needed clarification, and that
9 was the purpose of the pre-contract agreement: to
10 clarify costs which were priced within the Rydons
11 document.

12 The other aspect of this was the value engineering,
13 which was the £270,000 or so that was estimated at that
14 time, and that was about establishing the principle with
15 Rydons that they would work with us through the value
16 engineering facilities within that contract.

17 Q. This of course all took place on 19 March, didn't it,
18 this discussion?

19 A. Yes.

20 Q. After the award of the contract to Rydon on the 18th?

21 A. After the notification went out, yes.

22 Q. Do you recall having any discussions with any member of
23 the executive board along the lines we see here before
24 the outcome of the bid was notified to the bidders on
25 the evening of 18 March?

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1 A. I don't remember, it's ... I don't remember.

2 Q. Can we take it, therefore, that, at least as a matter of
3 record, you didn't share the discussions that you had
4 had informally with Rydon with the TMO's executive board
5 until after Rydon had been told it was the winner of the
6 bid?

7 A. I don't remember whether I did or not. I may have had
8 a conversation with my line management, I can't
9 remember.

10 Q. I'm going to turn to a different topic, and that's the
11 decision-making about ACM cladding on the building.

12 Now, scrolling back, if we can, to 2013, the
13 prospect of using a cladding other than zinc had already
14 been raised when you came into the project in early
15 2013.

16 A. That's right.

17 Q. I think it's right that, in fact, the suggestion of
18 using aluminium cladding had come from Leadbitter as
19 a potential for value engineering.

20 A. I saw a record of that, yes.

21 Q. You saw a record of that? Where did you see a record of
22 that?

23 A. I can't remember, but I certainly -- in an early
24 briefing I think I probably got from probably Artelia,
25 I was briefed that there were a variety of options in

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1 respect of the cladding material.
 2 Q. Right. An early briefing.
 3 Well, let's go, just to pin this point down, to
 4 {TMO00879771/10}, please, which is your notebook
 5 number 1. I would like to go to page 10 on the
 6 right-hand side of that.
 7 If you look, please, at the bottom of the page, you
 8 can see -- and the only date I think we have for this
 9 page is on the top left-hand side, 28 January 2013. You
 10 can see at the bottom of the page, "Actions":
 11 "Appleyards to write to Leadbitter."
 12 Do you see that?
 13 A. Yes.
 14 Q. Then it says, "Resources plan", and then item (c):
 15 "c) Clarify market testing of costs.
 16 "d) VE options for bringing scheme within budget."
 17 Do you see that?
 18 A. Yes.
 19 Q. Then in fact we also see, immediately above that,
 20 "Current costs vs cost plan" under (a).
 21 Was that a discussion about value engineering?
 22 A. Sorry, is what a discussion about value engineering?
 23 Q. Did any of the discussions in that note refer to value
 24 engineering, relating to current costs against cost
 25 plan?

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1 A. Point (d) is "VE options for bringing scheme within
 2 budget", so that's value engineering, yes.
 3 Q. If you cast your eye to the left-hand side of the
 4 page -- and this may be an earlier in a meeting -- at
 5 the bottom of the page it says:
 6 "VMZinc cladding is proposed.
 7 "Leadbitters propose Aluminium as cheaper option
 8 [I think that is] but still £1m over budget."
 9 Do you remember that discussion?
 10 A. I've seen this -- yes, I do remember that discussion.
 11 There were a lot of -- there were a broad, very wide
 12 number of materials being discussed at various points,
 13 but, yes, I do remember Leadbitters had proposed
 14 an aluminium option.
 15 Q. What did you understand aluminium cladding to refer to
 16 when you wrote that note?
 17 A. I didn't, other than they were described as zinc or
 18 aluminium.
 19 Q. I see.
 20 When aluminium cladding was referred to as
 21 an alternative, did you understand that that was
 22 a cheaper option than zinc?
 23 A. It's clear from that that it was cheaper, but still over
 24 budget, still expensive.
 25 Q. I think you are really just confirming your note as

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1 accurate at the time.
 2 Now, the bidders in the tender, when we look at it
 3 a year later, were all asked to price several options
 4 for cladding, including an alternative for ACM. Do you
 5 remember that?
 6 A. I don't specifically, no.
 7 Q. Did you have any input, as the client, into the
 8 NBS specification which went out to tenderers?
 9 A. No.
 10 Q. You didn't?
 11 A. Not personally. I mean, the client -- my team, I had
 12 a head of service and a project manager who were leading
 13 the operational aspects of this, and they managed the
 14 team, so --
 15 Q. Did you --
 16 A. Sorry.
 17 Q. I'm sorry, I cut across you.
 18 A. No, after you.
 19 Q. Did you know that, as part of the NBS specification,
 20 bidders had been asked to price alternative rainscreen
 21 cladding as well as zinc?
 22 A. I did, yes.
 23 Q. You did.
 24 A. The reason for that was at that stage we didn't have
 25 planning permission, and the planning permission had

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1 been quite contentious to that point, so it had been
 2 through a number of iterations at planning and there had
 3 been a long dialogue. So what we wanted to do, because
 4 the decision hadn't been made at that time, was to price
 5 a number of options so we could then, once planning
 6 permission was achieved, have a firm price from
 7 a contractor. What we didn't want was to select
 8 a contractor, then get a planning permission that moved
 9 the material costs and we'd end up in a weak position in
 10 a negotiation on an alternative material.
 11 Q. Now, it's right in the end that Rydon offered the lowest
 12 cladding price of the bidders, as well as the largest
 13 saving to be made if ACM was chosen; that's right, isn't
 14 it?
 15 A. Yes.
 16 Q. Can we go back to Artelia's final tender report of
 17 12 March 2014, which is at {ART00002197/12}, at the
 18 bottom of the page there. We can see the adjusted
 19 tender sum there compared, and we can see that Artelia's
 20 pre-tender estimate was £10 million-odd, just over
 21 £10 million, Rydon comes in at £9.249 million, Durkan at
 22 £9.940 million, and Mulalley comes in at
 23 £10.480 million. Do you see that?
 24 A. Yes.
 25 Q. It's clear that all of those bids were over your budget

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1 of £8.5 million, weren't they, or £8.415 million for
 2 construction?
 3 A. Yes.
 4 Q. Is it fair to say that, from that point on, at least,
 5 12 March 2014, the general focus had to be on the
 6 savings that had to be achieved in order to bring the
 7 costs down to somewhere near the TMO's then budget?
 8 A. It wasn't just to focus on savings, it was a focus on
 9 cost clarity. So if the planning permission had been
 10 for a different material, for example, then our options
 11 are to increase the budget or to do different -- or to
 12 do something different in terms of the procurement.
 13 Q. Do you agree that the natural consequence of what you
 14 were doing at the time was looking for ways to reduce
 15 the cost of the project?
 16 A. It was looking for options as to whether the same sort
 17 of outcomes of the scheme could be delivered within that
 18 budget, or whether we needed to increase the budget
 19 significantly or re-think the whole project.
 20 Q. And as one of those options, the TMO was searching for
 21 the cheapest possible cladding?
 22 A. No, the -- I mean, there are cheaper options, there was
 23 a vast range of different approaches that could be
 24 applied to the cladding materials used on the building,
 25 and there had been a long conversation with planners on

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1 this. Whatever -- so there had been a very wide number
 2 of iterations and options proposed and different
 3 materials by the architects, but I think the key thing
 4 from a client perspective was that our understanding was
 5 that anything that is being proposed as a material is
 6 compliant with Building Regulations, and that was part
 7 of their contractual obligation as well as their
 8 professional obligation.
 9 Q. Well, again, Mr Maddison, forgive me for pointing this
 10 out, but the answer you have given me deviates into
 11 a whole load of different topics, and I'm not going to
 12 follow each of those up with you.
 13 My question was: is it right that, at the time, as
 14 part of its exercise in March 2014, the TMO was looking
 15 for the cheapest cladding it could get in order to
 16 reduce the overall budget?
 17 A. I don't agree with the word "cheapest". It was
 18 looking --
 19 Q. All right, what would you --
 20 A. We were looking for a compliant material, something
 21 that -- and it -- we weren't looking for the cheapest,
 22 we were looking for something that would achieve
 23 planning permission and that would meet the regulation.
 24 Q. Zinc did that, didn't it?
 25 A. I don't know.

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1 Q. And a change to ACM was for budgetary reasons.
 2 A. No, it was an option in the tender.
 3 Q. Yes, but --
 4 A. So our architects, the architect here, had proposed
 5 a range of different options, all of which were required
 6 to be compliant by them professionally and contractually
 7 and legally, so we were given options around that, and
 8 some of those options were aesthetic, and we needed to
 9 go through a process of agreeing with the planners which
 10 ones we could install.
 11 Q. Let's look at it very broadly.
 12 Why do you think aluminium composite material
 13 rainscreen panels were being discussed at all?
 14 A. They'd been proposed as an option by the architect.
 15 Q. Why?
 16 A. Because -- on the assumption that they were compliant
 17 and that they were an appropriate material to be used on
 18 the building.
 19 Q. But the main or primary specification for the rainscreen
 20 panels was zinc with a honeycomb metal core. What did
 21 you think the purpose of the alternative ACM quote was?
 22 A. It was for two reasons: one was about planning, because
 23 we didn't have planning approvals and there had been
 24 a long conversation with the planners about the
 25 aesthetics of the building and how it should work; and

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1 the second is for -- was a price marker, so that if and
 2 when the planning permission is approved, then you've
 3 got a price for that material that would save any
 4 negotiation down the line.
 5 Q. So are you saying that it was your understanding that
 6 the reason why the NBS specification carried
 7 an alternative to zinc, namely ACM, was not for
 8 budgetary reasons? Is that what you are telling us?
 9 A. It was for pricing purposes, and it was to give
 10 an option as and when planning was approved.
 11 Q. Coming back, then, to this time -- which is March 2014,
 12 the NBS specification having gone out as part of the
 13 tender in the previous November -- it's right, isn't it,
 14 that the TMO was looking at cladding in particular as
 15 one of the candidates for, let me put it this way, value
 16 engineering?
 17 A. This was -- it was one of the options that was proposed
 18 by our professional team as an option. So all of the
 19 design and the technical aspects of the cladding
 20 selection was proposed and recommended by our
 21 professional team, so that was Studio E as the designer,
 22 Artelia as our quantity surveyor and employer's agent.
 23 So they were the ones who were considering these, and
 24 they were recommending things that we could consider in
 25 terms of budget options going forward.

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1 Q. Mr Maddison, it's a long and very qualified answer to
 2 a very simple question: was the TMO interested in
 3 looking at ACM as one of the elements of value
 4 engineering?
 5 A. That's what was recommended by our professional team,
 6 yes.
 7 Q. So I think the word at the end of that is "yes" to my
 8 question?
 9 A. But it wasn't driven by the TMO, it was -- we were
 10 taking advice here on -- from the professional team, who
 11 are responsible for the design and the cost control of
 12 the project.
 13 Q. Now, I want to examine the role of RBKC in all of this.
 14 I think the effect of your evidence last week was that
 15 RBKC would effectively be in control of the budget as
 16 the funder.
 17 A. No, not entirely. So, I mean, I think this project in
 18 particular was complicated, so there was governance of
 19 it through the board and there was also governance of it
 20 through Cabinet, because some of the money that was put
 21 into the project came from a different source.
 22 Q. Right.
 23 A. So I treated both lines of governance as the same,
 24 really, and looked for approval through both.
 25 Q. Right. Well, let's go to a document, then,

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1 {TMO10002849}, please. This is a report to the TMO
 2 programme board on 20 June 2013. Just for your own
 3 chronology, this was a day after the arrival of the
 4 final updated June 2013 Artelia report which we looked
 5 at last week.
 6 If we go to the bottom of the first page, we can see
 7 that there is discussion of the proposed scope of the
 8 works. Do you see that?
 9 A. Yes.
 10 Q. Immediately above that it says:
 11 "Following a discussion with the Director of Housing
 12 at RBKC, options to reduce the scope of works to the
 13 boxing club and nursery have been rejected. However,
 14 the proposals to create additional workspaces in the
 15 Baseline Studios have been omitted from the proposals.
 16 The Director also indicated that the scheme should be
 17 contained within the £9.768m budget."
 18 Do you see that?
 19 A. Yes.
 20 Q. Who is the director of housing referred to there?
 21 A. That's Laura Johnson.
 22 Q. It is Laura Johnson.
 23 Now, the figure there is the budget -- is this
 24 right? -- inclusive of costs and professional fees?
 25 A. Yes.

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1 Q. So when we look at the 9.768, just to be clear, we're
 2 really talking about that figure inclusive of fees, with
 3 a construction budget of £8.4 million-odd?
 4 A. Yes.
 5 Q. We know, I think -- and just correct me if I'm wrong
 6 about this -- that the overall budget, fees inclusive,
 7 was increased in June 2014 to £10.3 million?
 8 A. That's right.
 9 Q. But as at this time, June 2013, it looks like the TMO
 10 was operating on the assumption that it could have no
 11 more money for this project, over and above the 9.7?
 12 A. Yeah, we were looking to work to that budget at that
 13 time, yes.
 14 Q. Exactly, you were looking to work to that budget.
 15 Did that mean that if, in the tender, the prices
 16 came in higher than that budget, the TMO wouldn't simply
 17 be able to go to RBKC and say, "Well, can we please have
 18 some more money"?
 19 A. The professional team at this time was trying to work
 20 within that budget, so we were looking to engineer the
 21 scheme into that.
 22 Q. When you say "at this time", which time are you
 23 referring to in that answer?
 24 A. At the time of this discussion.
 25 Q. Indeed. But then there was a re-tender, and my question

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1 again: did the fact that you were told by Laura Johnson
 2 that the scheme should be contained within the
 3 £9.768 million budget mean that, when the tender came in
 4 and the lowest price was higher than the budget, you
 5 wouldn't simply be able to go back to RBKC and ask for
 6 more money?
 7 A. It wasn't as categorical as that, but I think that,
 8 you know, there was a significant budget here, this was
 9 £10 million being -- you know, nearly £85,000 a unit in
 10 the block, which -- and the £9.7 million was more than
 11 the entire budget for the capital expenditure on the
 12 rest of the borough that year, so it was a really
 13 significant amount of work, and I think Laura was
 14 saying, you know: try and work -- you know, work within
 15 that confine, it's a lot of money.
 16 Q. Yes, and really it comes to this: having been told that
 17 in the June of 2013, when it came to March 2014, was it
 18 impossible for you effectively to go to RBKC and say,
 19 "Our budget is £800,000 short of the lowest bidder, can
 20 we please increase our budget"?
 21 A. It wouldn't have been impossible, we could have done
 22 that.
 23 Q. Why didn't you?
 24 A. Because we felt that there was a step to go through
 25 first to establish what the price of the works actually

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1 is, in terms of clarifying the issues that I've talked
 2 about in terms of -- we didn't have planning permission,
 3 we needed to talk about the -- you know, what the
 4 appropriate materials were, getting planning permission
 5 for the windows, et cetera.
 6 Q. Why, instead of taking a risk of a non-compliant tender
 7 process and calculating that risk and deciding it was
 8 worth running, didn't you simply, as a first step, go to
 9 RBKC and say, "Can we please have £800,000 more"?
 10 A. Because we still didn't know the cost of the project.
 11 It was an academic point. We needed to understand the
 12 cost of the project, and to do that we needed the
 13 contractor to get planning permission, and we needed to
 14 clarify the other issues that I've mentioned in the
 15 pre-contract agreement.
 16 Q. When you say you didn't understand the cost of the
 17 project, are you telling us that when Rydon said
 18 £9.2 million, you thought they meant something else?
 19 A. No, I'm saying that we didn't have planning permission.
 20 There was still risk attached to that price because we
 21 didn't know which material was going to be required.
 22 Q. Why didn't you go, as a first step, to Laura Johnson and
 23 say, "The bids have come in at minimum £800,000 above
 24 our budget, it's very likely that I'm going to have to
 25 ask for a significant amount more money"? Why didn't

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1 you do that?
 2 A. Because we didn't think that was the case. We thought
 3 what we -- the first step in that was to go and clarify
 4 exactly the issues that were unclear, which were about
 5 the material cost, the window design, the issue around
 6 the public realm around the building. So we went and
 7 clarified those costs, at which point we were able to go
 8 back to the council with a more informed proposal,
 9 because these things had now been developed and agreed,
 10 and at that point they increased the budget to
 11 £10.3 million.
 12 Q. It's really this: why was your first reaction to take
 13 a risk of a non-compliant EU procurement exercise rather
 14 than simply going to RBKC and asking them for more
 15 money, even if the sum wasn't exact?
 16 A. I just didn't see it that way. It seemed a logical
 17 approach to clarify the costs and then to get whatever
 18 approval that would require.
 19 Q. Was that because, actually, the very last thing you
 20 could do was ask RBKC for more money?
 21 A. No, RBKC had been very -- they were in a process of
 22 releasing additional capital expenditure, so at that
 23 time we'd -- so the capital programme when I arrived at
 24 the TMO was about £7 million or £8 million, that had
 25 increased to about £22 million a year, so they were

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1 releasing capital investment to invest in the housing
 2 stock at that time, and Grenfell Tower was a significant
 3 part of the -- of an early stage of one of those
 4 projects.
 5 Q. Let's move, then, to the detail of the discussions with
 6 Rydon on 18 March. I've already shown you some of the
 7 documents about that, and the presence of
 8 Katie Bachellier there.
 9 Let's look at {RYD00003489}, please. I want to look
 10 at some of the detailed figures. This is an email from
 11 Katie Bachellier on 20 March 2014 to Simon Lawrence and
 12 Steve Blake. You are not copied in on this, it's
 13 an internal Rydon communication. She says:
 14 "All,
 15 "Further to our meeting on Tuesday, please find
 16 attached our summary list of Value Engineering options.
 17 "As discussed, we will continue to look for further
 18 savings and identify them as we progress."
 19 Now, this is 20 March, and that's during the OJEU
 20 standstill period, isn't it?
 21 A. Yes.
 22 Q. And ... I'm so sorry, I've got this wrong. It is not
 23 an internal email at all. It's an email to you,
 24 Mr Maddison, and indeed to Mr Gibson as well. So you
 25 did see this at the time. I'm sorry, I have put this to

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1 you on a wrong basis. In fact, you received this at the
 2 time, didn't you?
 3 A. Yes.
 4 Q. She is sending you a list of value engineering options.
 5 Did you open the document, do you think?
 6 A. I don't remember.
 7 Q. It says, "Further to our meeting on Tuesday", and that
 8 would be the meeting on 18 March, would it?
 9 A. I assume so, yes.
 10 Q. And Katie Bachellier was, as I think we have
 11 established, Rydon's estimator present at the meeting;
 12 yes?
 13 A. Yes.
 14 Q. She says, "Please find attached our summary list of
 15 Value Engineering options", and you can see that there
 16 are two attachments to the email: there is the
 17 "VE Options 18.03.14" document and the "Cladding
 18 VE Options 18.03.14" document; do you see?
 19 A. Yes.
 20 Q. Do you remember whether Katie Bachellier was asked to
 21 produce specific figures or revised figures for savings
 22 at the actual meeting on 18 March?
 23 A. No.
 24 Q. Let's look at the documents. First {RYD00003491}. This
 25 is the second of the documents attached to her email.

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1 It's "Grenfell Tower - Value Engineering, Cladding
 2 Options", do you see?
 3 A. Yes.
 4 Q. You can see that she sets out cladding options for
 5 an alternative zinc system, cassette and face-fixed, and
 6 an alternative aluminium system for cassette and
 7 face-fixed, and there are the savings in negative. Do
 8 you see?
 9 A. Yes.
 10 Q. Did you open the attachment when she sent it to you?
 11 A. I don't recall.
 12 Q. Do you remember seeing this document at the time?
 13 A. I don't recall.
 14 Q. Did you have any understanding of what she meant by
 15 alternative zinc system cassette?
 16 A. No.
 17 Q. Or face-fixed?
 18 A. Well, I know what face-fixed and cassette mean, but
 19 I don't remember this particular document.
 20 Q. Do you remember the figures for alternative aluminium
 21 system cassette of 293 saving, and an alternative
 22 aluminium system face-fixed of 376 saving?
 23 A. I don't remember this specific piece of information at
 24 that time.
 25 Q. Do you remember in general terms being told that

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1 cassette was more expensive than face-fixed in either
 2 system?
 3 A. Not necessarily at this time, but I remember
 4 a conversation at the time when ... subsequently there
 5 was a conversation with --
 6 Q. Do you remember getting the impression at the time from
 7 the email that the cheapest cladding on this assessment
 8 was face-fixed ACM?
 9 A. I don't remember at that time. This wasn't -- this was
 10 a level of detail that we didn't require information on
 11 at the moment, because this would have been a matter for
 12 the professional team, but clearly Rydon had been doing
 13 some work as part of their evaluation and decided to
 14 share it with us early.
 15 Q. Did Katie Bachellier share these figures or anything
 16 like them with you at the 18 March meeting?
 17 A. Not that I remember.
 18 Q. Just while we're on the document, can I ask you to note
 19 the two aluminium figures at the bottom two rows there:
 20 the aluminium cassette as the alternative case, a saving
 21 of £293,000-odd, and for face-fixed the saving of
 22 £376,000-odd, just note that. We'll come back to that.
 23 Can we move on, then, in time to 1 April 2014, some
 24 11 days later.
 25 Now, we know that Rydon had been notified of the

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1 fact that they were the winners on 18 March, just for
 2 date purposes. Can we look at {TMO10023253}, please.
 3 This is a minute of the 1 April contractor's induction
 4 meeting at KCTMO's offices. Do you see that?
 5 A. Yes.
 6 Q. Although this issue is a draft, it's the one we have
 7 been using and nobody seems to suggest this is
 8 inaccurate in any way, except in relation to specific
 9 matters perhaps.
 10 You were at this meeting, I think, as you can see
 11 the list of those present.
 12 A. Yes.
 13 Q. If we go to page 2 {TMO10023253/2} at item 2.1, please,
 14 you can see that the note says, under the heading
 15 "Proposed savings referenced in tender submission":
 16 "There is a potential saving of up to £376,175 that
 17 could be realised through changes to the proposed
 18 cladding. Savings can be achieved by changing the
 19 material and the method of fixing. Changing from zinc
 20 to aluminium and using a face fixing, rather than
 21 cassette, would save the most money.
 22 "All changes would have to be approved by the
 23 planners. SL [Simon Lawrence, who was also at the
 24 meeting] noted that the only noticeable difference in
 25 appearance is that you would be able to see some of the

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1 fixings if the cladding is fitted using a face fix."
 2 I just want to ask you about the figure of £376,175
 3 there. That's the figure in Katie Bachellier's document
 4 that we saw she sent you on 20 March, isn't it?
 5 A. Yes, I can see that.
 6 Q. And that was the highest possible saving that could be
 7 made on cladding, wasn't it, as we've seen from her
 8 list?
 9 A. Yes, from her list, yes.
 10 Q. Do you know who said at the meeting, "There is
 11 a potential saving of up to £376,175"?
 12 A. I can't remember.
 13 Q. Is it fair to say that at that stage the TMO wanted to
 14 have face-fixed aluminium cladding because it could get
 15 the largest possible saving that way?
 16 A. I think our view was we needed to clarify what would
 17 satisfy the planners at this stage, so ...
 18 Q. Yes. It's clear that all changes would have to be
 19 approved by the planners, but I'm interested in the
 20 money side of things. Is it the case that the TMO
 21 wanted or would have liked to have ACM face-fixed as the
 22 system because that would produce the most savings?
 23 A. I think it's more complex than what the TMO wanted, and
 24 I think we wanted something that was -- you know, our
 25 understanding was that all of these materials were

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1 compliant and that the planners needed to be satisfied
 2 that they were appropriate, so we ... so those issues
 3 were more important than the price itself, although
 4 there was a consideration of -- you know, the choice
 5 between a zinc system and an aluminium system was really
 6 about -- you know, was based on an understanding that
 7 they had similar outputs, they had a similar level of
 8 compliance.
 9 Q. The topic here though is savings, isn't it? That's what
 10 the heading says, "Proposed savings".
 11 A. It's "Savings subject to", you know, it's not just
 12 savings, it's -- you know, there are other aspects as
 13 well.
 14 Q. Well, the topic under discussion wasn't, "How do we
 15 satisfy the planners?", it was --
 16 A. Well, it was in part.
 17 Q. -- "What are the savings?"
 18 A. So that was part of the dialogue with the planners, to
 19 try and establish exactly what materials would satisfy
 20 them, and that would clarify what the appropriate cost
 21 would be.
 22 Q. I'm sorry, let me try again.
 23 The topic under discussion was the proposed savings,
 24 wasn't it?
 25 A. Mm-hm.

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1 Q. And the entirety of the first paragraph is about what
 2 savings could be achieved by changing from zinc to ACM;
 3 yes?
 4 A. Yes.
 5 Q. And you have got a specific figure for the maximum
 6 saving there, which was face-fixed ACM. That was the
 7 topic of conversation; no?
 8 A. It looks like that, yes.
 9 Q. Yes. And although of course it says, "All changes would
 10 have to be approved by the planners", the focus here was
 11 the maximum saving that the TMO could achieve by
 12 changing from zinc to ACM; is that not the case?
 13 A. With an underlying assumption that those will meet with
 14 regulations and with planning.
 15 Q. Did you question whether there would be a reduction in
 16 quality or performance when considering the substitution
 17 of the zinc panels with ACM panels?
 18 A. Did I personally?
 19 Q. Yes.
 20 A. I don't remember having a specific conversation on that.
 21 The assumption here is that all materials that are
 22 proposed by the designers comply with building regs and
 23 the law.
 24 Q. Now, it's right, isn't it, that from this time on, the
 25 project team never considered any type of cladding other

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1 than ACM?
 2 A. I don't recall, I wasn't involved in all of the
 3 discussions.
 4 Q. Was there any question or discussion about which type
 5 and which manufacturer of ACM would be used?
 6 A. I don't recall.
 7 Q. I mean, for example, do you remember a discussion about
 8 whether it should be Reynobond made by Arconic or
 9 Alucobond made by 3A?
 10 A. I wasn't familiar with those at that time.
 11 Q. Do you know why only Reynobond ACM was being considered,
 12 as seems to be the case?
 13 A. I didn't know.
 14 Q. Right.
 15 Now, a saving of £376,000-odd is a pretty big
 16 saving, isn't it, if you can make it?
 17 A. Yes.
 18 Q. Did you ever ask, "How come it's so much cheaper than
 19 zinc? How come ACM is so much cheaper than zinc?"
 20 A. I wasn't deeply involved in the conversations at the --
 21 with the team. That was really run by my team and I had
 22 more of an overview, and my role in this was about the
 23 governance side of things, the budget, and making sure
 24 that there's high-level stakeholder involvement, really.
 25 Q. It would follow from that answer that you would

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1 personally never have had cause to consider whether the
 2 ACM alternative was acceptable or compliant from
 3 a fire safety perspective?
 4 A. I wouldn't be involved in that sort of detailed level of
 5 conversation, no.
 6 Q. Did you ever ask the question itself whether, when going
 7 about value engineering, specifically in relation to the
 8 cladding, there might be a compromise of its
 9 functionality or safety?
 10 A. That just wasn't allowed in terms of the process. So
 11 anything -- any alternative material has to meet the
 12 regulations.
 13 Q. Now, you have mentioned planning quite a lot in your
 14 evidence this morning. I just want to examine that
 15 a little bit more closely, if I may, with you.
 16 Planning permission I think was granted on
 17 10 January 2014, wasn't it, subject to conditions?
 18 A. Yes.
 19 Q. Can we look at the decision notice. It's {TMO00831107}.
 20 On the first page we can see the date, 10 January 2014,
 21 and the heading, and then the subheading "Permission for
 22 Development (Conditional)", and then it says:
 23 "The Borough Council hereby permits the development
 24 referred to in the under-mentioned schedule subject to
 25 the conditions set out therein and in accordance with

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1 the plans submitted, save insofar as may otherwise be
2 required by those plans or by the said conditions. Your
3 attention is drawn to the enclosed information sheet."

4 Just looking at the document, do you remember seeing
5 this at the time?

6 A. No.

7 Q. Can we look at page 2 {TMO00831107/2}, please, of this
8 document, and let's look at conditions 3 and 4.

9 Condition 3 is:

10 "Detailed drawings or samples of materials as
11 appropriate, in respect of the following, shall be
12 submitted to and approved in writing by the Local
13 Planning Authority before the relevant part of the work
14 is begun and the works shall not be carried out other
15 than in accordance with the details so approved and
16 shall thereafter be so maintained."

17 Then here is the condition:

18 "Materials to be used on the external faces of the
19 building(s)."

20 Then under item 4, the same condition in respect of
21 the windows and the doors, and the reason in relation to
22 the materials is to accord with the development plan by
23 ensuring that the character and appearance of the area
24 are preserved and living conditions of those living near
25 the development suitably protected, and in relation to

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1 the windows and doors, again to ensure the appearance of
2 the development is satisfactory and to safeguard the
3 amenity of the area. We can see that.

4 Does that tell us, in relation to condition 3, that
5 external cladding material was still to be approved by
6 planning?

7 A. Yes.

8 Q. To put that in the context within the timeline of the
9 OJEU tender, does this mean that the effect of achieving
10 planning permission with this condition in it meant that
11 the contract could be awarded without a final
12 specification as to the cladding? In other words, the
13 cladding could be specified after the contract was
14 awarded.

15 A. The responsibility post-contract passed to the main
16 contractor as the designer to comply with the planning
17 permission.

18 Q. Yes. To put it a slightly different way, during the
19 OJEU process, up to the award of the successful contract
20 to the bidder, it was still an open question as to what
21 the planners would accept by way of the cladding
22 material?

23 A. That's right.

24 Q. Therefore, it left it open for discussion, if you like,
25 or decision at a later stage?

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1 A. Yes.

2 Q. If Rydon were the winners, as they turned out to be,
3 that would mean that the cladding itself could be chosen
4 by them at a later stage in the process?

5 A. I don't know the details of how that was written in the
6 tender, but that was my understanding.

7 Q. Yes, and the fact that the planning wasn't fixed in
8 respect of a particular cladding material meant that
9 a cheaper cladding system than the primary zinc in the
10 NBS specification could be selected and put to planners?

11 A. It could be, although the ACM was -- it was also priced
12 within the specification.

13 Q. Yes, I know, absolutely. But in other words, you had
14 a lot of optionality, if I can use that word, about what
15 cladding you would use, given the state of the planning
16 consents at the time?

17 A. Yes.

18 Q. Can we go to {TMO00851142}. This is an email from
19 Claire Williams to David Gibson, copying you in, on
20 6 May 2014, and it forwards an email from Simon Lawrence
21 of the same day. Do you see that?

22 A. Yes.

23 Q. Do you remember this email?

24 A. No.

25 Q. Let's have the first and the second pages of this up

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1 together, because I just want to look at the
2 Simon Lawrence email with you, because clearly you were
3 copied in on it, or it was forwarded to you. It says:

4 "Afternoon all,

5 "Due to a prebooked training course commitment that
6 I have I will not be able to attend Thursday's meeting
7 with the RBKC Planners. However fortunately Steve Blake
8 (my director) has offered his services to attend on my
9 behalf. I'll bring Steve up to date with all of the
10 information that I currently have. Just to clarify my
11 understanding of the meeting agenda and goals I've
12 listed them below.

13 "Agenda points."

14 If you look at the agenda points, it says under the
15 first bullet:

16 "Proposal of material change to the façade. From
17 Zinc to Aluminium composite (ACM). Put forward our case
18 that ACM is not an inferior product to Zinc."

19 Do you remember reading Simon Lawrence's email at
20 the time with these agenda points in it?

21 A. I don't recall, but ...

22 Q. Was there a concern, do you remember, that the planners
23 might think that ACM was an inferior product to the
24 zinc?

25 A. Well, Simon Lawrence is suggesting here that it's not.

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1 Q. Indeed, and he is suggesting that it's not as part of
 2 a case, and a case is obviously a position. My question
 3 is: was there a concern within the TMO that the planners
 4 thought or might think that ACM was an inferior product
 5 to zinc?
 6 A. I don't know. I think we were just trying to -- I think
 7 that the whole project team was trying to arrive at
 8 a design -- a set of materials that met the planning
 9 permission.
 10 Q. Yes, absolutely. My question again: do you remember
 11 whether there was a concern, a worry, that the planners
 12 might think that ACM was inferior to zinc?
 13 A. I don't know.
 14 Q. And did you think that it was necessary for Rydon to
 15 argue a case or put forward a case that ACM wasn't
 16 inferior to zinc?
 17 A. I don't know. I don't know the purpose of Simon's email
 18 here.
 19 Q. Well, you see, you received this email, I know in copy,
 20 but you received this email from Claire Williams, who
 21 thought it was important enough to ensure that you were
 22 copied in on it. What was your role at the time in
 23 relation to this detailed matter if not at least to
 24 understand what was going on?
 25 A. Well, at this stage Rydons had been appointed and were

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1 working on the details of the pre-contract agreement, so
 2 it was for them to work up a design that was ... that
 3 would meet approval. That was what they were doing
 4 here.
 5 Q. Is it fair to say that at least Rydon and you, Rydon and
 6 the TMO, were aware that the planners needed in some way
 7 to be convinced that ACM was a suitable material for the
 8 building in place of zinc?
 9 A. I think this was -- I think the conversation with the
 10 cladding, as I remember, was all about the aesthetics,
 11 and so it was about -- and there had been various
 12 iterations of various designs over a very long period of
 13 time, and now we had a main contractor in place, they
 14 were taking that forward to get the approval that was
 15 needed, and that would unlock the whole issue about how
 16 much it was going to cost.
 17 Q. What did you think Simon Lawrence meant by "putting
 18 forward our case that ACM is not an inferior product to
 19 zinc"? What case was he talking about, did you think?
 20 A. I think "our case" is Rydon's case.
 21 Q. What case did you think Rydon was putting?
 22 A. That ACM is not an inferior product to zinc.
 23 Q. And why do you think they needed or were having to put
 24 such a case?
 25 A. I don't know. I think this was -- appears to be Simon

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1 trying to talk to a team that he's not been part of and
 2 agree a set of principles ahead of a meeting, so I think
 3 he's just trying to set an agenda here, really.
 4 Q. Can we then look at the first page of this email run,
 5 which is the email that Claire Williams sends to
 6 David Gibson, copied to you, on the same afternoon:
 7 "David
 8 "Our session with the planners re the cladding is
 9 this Thursday.
 10 "Simon Lawrence of Rydon has just sent through the
 11 briefing below, and I note in the final paragraph his
 12 comment re the planning discharge (8 weeks on) being the
 13 only point at which you can get certainty on the
 14 cladding costs."
 15 Then she says:
 16 "I think we will have to take a view based on our
 17 response on Thursday, and perhaps get Laura to bring
 18 pressure to bear to see if we can get some reassurance
 19 prior to the final approval. Otherwise our contract sum
 20 will be hanging out until the (sic) early July
 21 potentially."
 22 The Laura to which Claire Williams is referring
 23 there, was that Laura Johnson?
 24 A. I assume so.
 25 Q. Did you understand so at the time?

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1 A. Yes.
 2 Q. Would Laura Johnson be able to bring pressure to bear,
 3 using Claire Williams' words, to the RBKC planning
 4 department?
 5 A. I think the relevant words there are "get some
 6 reassurance". So I think it sounds like we have been in
 7 a dialogue with planners for a long time, we're looking
 8 for some certainty around certain aspects of the design
 9 and the scope of works so we can move things on, and
 10 Claire's concern here is that there's a potential
 11 eight-week -- or there's been an eight-week dialogue so
 12 far and we need some clarity, otherwise we're uncertain
 13 about the costs and the way forward.
 14 Q. Well, Mr Maddison, I didn't ask you about what you
 15 thought the relevant words were. I was asking you about
 16 the other words, "get Laura to bring pressure to bear".
 17 So can you please answer my question. I'll ask it
 18 again: would Laura Johnson be able to bring pressure to
 19 bear on RBKC's planning department?
 20 A. I think Laura would be able to get some reassurance on
 21 certain issues. I don't think it would necessarily mean
 22 pressure. She would be able to talk to relevant people
 23 there and get some clarity about how they were thinking
 24 if there was a bit of an impasse between the TMO or with
 25 Rydons and the planners.

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1 Q. I'm just asking you about the expression "get Laura to
2 bring pressure to bear". I just want you to address
3 that with me.

4 A. They're Claire's words. I can't really respond on them.

5 Q. Let me ask the question. They're Claire Williams'
6 words, you're right. She clearly thought that it was
7 possible for Laura Johnson to bring pressure to bear.

8 Now, would you agree with me that it would be
9 entirely inappropriate for Laura Johnson to bring
10 pressure to bear on the RBKC planning department?

11 A. I think if it was to give somebody a nudge to make
12 something happen, I don't see why that is inappropriate.

13 Q. That wasn't the wording that Claire Williams used, and
14 making all allowances for her use of language from time
15 to time, she says "perhaps get Laura to bring pressure
16 to bear".

17 My question is: would you agree with me that it
18 would be inappropriate for Laura Johnson to bring
19 pressure to bear, or even be asked to do so, in the way
20 which is set out here?

21 A. I don't understand what's been set out here, so I can't
22 really comment, but I think my interpretation of this is
23 that Claire is trying to see if there's any way that we
24 can move things on within the planning department,
25 because it sounds like there's been a bit of a hold-up

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1 there, that's how I interpret it.

2 Q. So I take it that, at the time, when you saw these words
3 in Claire Williams' email to David Gibson, you didn't
4 think, "Gosh, we can't ask Laura Johnson to bring
5 pressure to bear on her own planning department"? Do
6 I take it that wasn't your reaction?

7 A. I can't remember my reaction. I can't remember this
8 email specifically.

9 Q. Did you tell Claire Williams or suggest to
10 Claire Williams, perhaps, that she ought to get Laura to
11 bring pressure to bear on RBKC's planning department?

12 A. I think that -- I think when I read this, I would have
13 probably thought: well, let's have the meeting with the
14 planners and see where we are.

15 Q. So it didn't strike you that Claire Williams was
16 suggesting something improper?

17 A. No.

18 Q. No.

19 Now, the emails we have been looking at were in
20 preparation for a meeting on the Thursday, and the
21 Thursday was 8 May 2014. Can we look at the minutes of
22 that meeting. This is at {TMO00833991}. Now, you're
23 not, I think, recorded as being present at that meeting.
24 It took place at RBKC's Town Hall, and you're not there,
25 as we can see. Claire Williams is there. Do you see?

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1 She is the only representative of the KCTMO there. Do
2 you see that?

3 A. Yes.

4 Q. You do say in your first witness statement that you saw
5 these minutes, and just to remind you of the reference,
6 that's paragraph 192 at page 37. I don't think there is
7 a need to go back to it, but can we take it that that's
8 correct, you saw these minutes at the time?

9 A. I may have done. I --

10 Q. Let's put it out of doubt. First witness statement,
11 please, {TMO00000892/37}, paragraph 192. You say, after
12 the reference to the minutes:

13 "... which I did not attend but I saw the minutes
14 recorded that a flat panel ACM was proposed as the
15 cladding material ..."

16 So it looks from your first statement that you did
17 see these minutes; yes?

18 A. Yes.

19 Q. Can we then go back to the minutes, please
20 {TMO00833991}. There they are, and let's look at the
21 first page, item 1.2. This is under the heading "1.
22 Material to Façade", and you can see under 1.2:

23 "A flat panel ACM (Aluminium Composite Material) was
24 proposed as the cladding material. It was confirmed
25 that the life span for this product is similar to that

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1 of the product previously suggested."

2 Do you see that?

3 A. Yes.

4 Q. On the second page {TMO00833991/2} at item 1.4, you can
5 see that it records that:

6 "SS [Sarah Scanell] and EG [I think that's
7 Edward George] were presented with a number of different
8 colour options for the ACM. SS to check how they look
9 outside and confirm RBKC's preference to all by 16th May
10 2014."

11 There is a list of samples underneath that. Can you
12 see?

13 A. Yes.

14 Q. There are five samples. Do you see that?

15 A. Yes.

16 Q. Now, did you know at the time when you read this minute
17 that those were all ACM?

18 A. No.

19 Q. Did you know at the time in general terms that, at least
20 from this point on, if not earlier, the building was
21 going to be covered in aluminium composite material and
22 nothing else?

23 A. Erm --

24 Q. All that remained -- sorry, I'll let you answer the
25 question.

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1 A. I don't know, but I think that it's clear here that it's
 2 been proposed to the planners and so, yeah.
 3 Q. And that although questions of colour and questions of
 4 fixing method remained outstanding, as they did, there
 5 was no question from this point on, if not from earlier,
 6 that the rainscreen material would be ACM?
 7 A. I think once it was established with planning that that
 8 was acceptable to them.
 9 MR MILLETT: Yes.
 10 Mr Chairman, it's 1 o'clock and I think this is
 11 an appropriate moment for a break.
 12 SIR MARTIN MOORE-BICK: Thank you very much, yes.
 13 Well, Mr Maddison, we're going to have a break now
 14 so that everyone can get some lunch. We will come back
 15 and resume at 2 o'clock, please. In the meantime,
 16 please don't talk to anyone about your evidence or
 17 anything to do with it. All right?
 18 THE WITNESS: Okay, thank you.
 19 SIR MARTIN MOORE-BICK: Thank you very much.
 20 (Pause)
 21 Thank you, 2 o'clock, please.
 22 (1.01 pm)
 23 (The short adjournment)
 24 (2.00 pm)
 25 SIR MARTIN MOORE-BICK: All right, Mr Maddison? Ready to

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1 carry on?
 2 THE WITNESS: Yes, sure.
 3 SIR MARTIN MOORE-BICK: Yes, Mr Millett.
 4 MR MILLETT: Mr Chairman.
 5 Mr Maddison, I want to turn to the topic of Exova
 6 now, please.
 7 When you started in your role at the TMO in
 8 January 2013, Exova were already appointed on the
 9 Grenfell Tower project, weren't they?
 10 A. Yes.
 11 Q. We have heard in evidence from a number of witnesses
 12 that they were appointed to produce a strategy for the
 13 existing building and a fire strategy for the
 14 refurbishment works, called the upgrade works. Do you
 15 remember that?
 16 A. I don't, but I'm aware of their role, yes.
 17 Q. When you joined the TMO, did you understand that that
 18 was the position, Exova were appointed or had been
 19 appointed to produce two fire safety strategies?
 20 A. I wasn't aware they were producing two. I'd understood
 21 they were producing a strategy for the existing
 22 building.
 23 Q. But not for the refurbishment?
 24 A. As I say, I didn't have any direct sight of what they
 25 had been commissioned to do.

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1 Q. Can we look at {LBI00000982}. This is the
 2 pre-construction agreement with Leadbitter dated
 3 7 December 2012. Do you recall seeing this agreement
 4 when you came into the project in January 2013?
 5 A. No.
 6 Q. You don't?
 7 A. No.
 8 Q. Can we just look at one or two provisions in it -- well,
 9 if you didn't look at it, I don't suppose I can ask you
 10 to look at specific provisions in it, but do you
 11 remember knowing at the time that the TMO and Leadbitter
 12 had agreed that Leadbitter would procure fire
 13 engineering services?
 14 A. No.
 15 Q. When we come to the tender, am I right in thinking that
 16 there is nothing in the tender documents in 2013 to 2014
 17 nor any contingency sum to allow for fire consultancy
 18 services or fire engineering consultancy services?
 19 A. I couldn't say categorically, but I'm not aware.
 20 Q. Did you notice that Rydon's bid contained nothing by way
 21 of an allowance for fire engineering services?
 22 A. I don't know.
 23 Q. Did it cross your mind that there might need to be fire
 24 engineering services which would need to be budgeted for
 25 over and above what Rydon were budgeting?

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1 A. My assumption was that, as the main contractor and the
 2 lead designer post-contract, Rydons would be responsible
 3 for all aspects of fire safety in the design of the
 4 works.
 5 Q. Right.
 6 A. And that the employer's agent had put together the
 7 employer's requirements and that would be -- any such
 8 requirements would be specified in there.
 9 Q. Now, let's look at {EXO00001205}. This is an invoice
 10 from Exova, and we can see that it's dated
 11 18 February 2015, and it's addressed to you,
 12 Mr Maddison, at the TMO. Do you remember seeing this
 13 document at the time?
 14 A. No, I don't.
 15 Q. Do you remember seeing any invoices from Exova at the
 16 time of the involvement on the project?
 17 A. I don't.
 18 Q. Can we look at your first witness statement, please, at
 19 page 11 {TMO00000892/11}. I would like to go to
 20 paragraph 61 there, please. At page 11, paragraph 61
 21 you say:
 22 "Exova Warrington Fire are fire engineers. Their
 23 appointment and role in relation to the project was that
 24 of fire strategy advisers to Studio E and latterly
 25 Rydon."

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1 Pausing there, in reality, Exova was never
 2 contracted to Studio E, was it?
 3 A. No, I mean, it was -- Studio E -- they reported to
 4 Studio E for the purposes of their report, I understand,
 5 so ... but from the documents I've seen, the appointment
 6 was direct from the TMO.
 7 Q. Yes.
 8 A. But reporting to Studio E.
 9 Q. Did you know that at the time?
 10 A. I can't remember when I knew that from.
 11 Q. Just going back to your witness statement at
 12 paragraph 61 here, you say that their appointment and
 13 role in relation to the project was that of
 14 fire strategy advisers to Studio E, and then you say,
 15 "and latterly Rydon". Do we take it from that that, at
 16 the time you wrote this statement, you believed that
 17 Rydon had appointed Exova to provide fire engineering
 18 services for the refurbishment?
 19 A. No, I think I had been party to some conversations where
 20 Rydon had been mentioned in relation to Exova, but
 21 nothing specific. I didn't understand they'd been
 22 appointed specifically in any role.
 23 Q. When you say here that Exova were fire strategy advisers
 24 to latterly Rydon, what did you mean?
 25 A. Well, I'd understood that they'd done some work for

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1 Rydon or there had been some dialogue with Rydon and
 2 Exova, but I didn't have sight of exactly what that was.
 3 Q. Were you saying or giving the impression that you were
 4 saying that Rydon had appointed Exova formally to advise
 5 them?
 6 A. I don't -- I didn't actually specifically know what
 7 their role was and whether they had been appointed for
 8 a specific --
 9 Q. All right.
 10 I want to turn next to the work that Exova did for
 11 the refurbishment works. Can I just give you a brief
 12 chronology to see what you remember.
 13 When you came into the project, did you know that
 14 there was a design note of 12 September 2012 that Exova
 15 had produced?
 16 A. No.
 17 Q. Did you know that there was a first draft of an outline
 18 fire safety strategy in relation to the refurbishment
 19 dated 31 October --
 20 A. No.
 21 Q. -- that Exova had produced?
 22 Later on in 2013, did you know that there was
 23 a second draft or issue of that outline fire safety
 24 strategy dated 24 October 2013?
 25 A. No, I don't think so.

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1 Q. Did you know that on 7 November 2013, Exova produced
 2 issue 3 of their outline fire safety strategy for the
 3 Grenfell Tower refurbishment?
 4 A. No.
 5 Q. Can I take it, then, that at the time of your
 6 involvement, never knew about or saw any of those
 7 reports or strategies I've just referred you to?
 8 A. Not that I remember. I had no contact with Exova at
 9 all.
 10 Q. Let's just see if I can put the last of these documents
 11 in front of you and see if it triggers a memory.
 12 {EX000001106}, please. This is issue 3 of Exova's
 13 outline fire safety strategy dated 7 November 2013, and
 14 it does say that it's a report to Studio E. Is this
 15 something you think you might have seen before?
 16 A. No. I've seen it in other evidence, but I didn't see it
 17 at the time.
 18 Q. Right, okay.
 19 Can we go to page 9 {EX00001106/9}, then, please.
 20 I know you haven't seen this document, and I'll ask my
 21 question taking that into account, but if you look at
 22 the top of that page, there is a heading under
 23 paragraph 3.1.4, "Compliance with B4 (external fire
 24 spread)", and the report says:
 25 "It is considered that the proposed changes will

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1 have no adverse effect on the building in relation to
 2 external fire spread but this will be confirmed by
 3 an analysis in a future issue of this report."
 4 Did you know in November 2013, at the time the
 5 tender was in progress, the tender package was being put
 6 together, that Exova had said that the proposed changes
 7 to the building by way of refurbishment would have no
 8 adverse effect on the building in relation to external
 9 fire spread, but this would be confirmed by an analysis
 10 in a future issue of this report?
 11 A. No, I didn't. Studio E were managing Exova, or
 12 reporting to Exova.
 13 Q. Can you explain why you were not familiar with this
 14 document at that time, November 2013, or thereafter?
 15 A. This matter was being dealt with by the designer
 16 pre-contract, Studio E, and would have been presumably
 17 discussed and managed through the project group, through
 18 the professional team. So I had no specific issues
 19 raised with this, and this sort of level of detail is
 20 not something I would normally get involved in.
 21 Q. Now, I think as we discussed earlier, planning consent
 22 for the building wasn't given until 10 January 2014, as
 23 we saw before.
 24 A. Yes.
 25 Q. Even that had a condition in it in relation to the

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1 material to be used for the cladding, and we agreed
 2 earlier that that meant in fact final choice on the
 3 cladding wouldn't happen until after that and, indeed,
 4 after the contractor was appointed. That's right, isn't
 5 it? I think you agreed with that earlier.
 6 A. Yes.
 7 Q. That being so, can we take it as read from you that any
 8 final report on external fire spread would have to await
 9 the final decision on what the cladding material was
 10 going to be?
 11 A. Erm ... sorry, could you repeat that question?
 12 Q. Yes. Let me try it a different way.
 13 Did you know at the time, let's say between
 14 November 2013 and the spring of 2014, that whatever the
 15 position, no fire engineer could report on the risk of
 16 external fire spread until they knew what the material
 17 to be used in the cladding was going to be?
 18 A. My assumption was that -- well, my understanding was
 19 that the designer, pre-contract designer, was
 20 responsible for the design up to tender stage, and that
 21 they were responsible for ensuring that any design
 22 complied with Building Regulations, including fire --
 23 including in the context of fire strategy, and then
 24 post-tender, Rydon, as main contractor, took on that
 25 responsibility.

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1 Q. Consequently, Mr Maddison, did you have any expectation
 2 after Rydon had been appointed that you would receive,
 3 or somebody in your team at least would receive, a final
 4 fire safety strategy for the refurbishment which did
 5 take into account the final decision about what cladding
 6 material would be used?
 7 A. I'd had no sight of any of the Exova reports. I'd
 8 understood this was a piece of work that was being
 9 managed and cliented by Studio E, the architects and the
 10 lead designer.
 11 Q. Yes. I'm not quite sure that answers my question. My
 12 question was really whether you at the time had an
 13 expectation that you or someone in your team would see
 14 a final report which did express an opinion about the
 15 safety of fire spread on the external part of the
 16 building once the final cladding material had been
 17 picked?
 18 A. As I'd had no sight of this, I didn't have that
 19 expectation myself.
 20 Q. Let's go to {ART00002256}, please. These are the
 21 minutes of the contractor induction meeting of
 22 1 April 2014, and we can see from the cast list that you
 23 were present at that meeting, you're the first name on
 24 the list there, as well as Claire Williams and
 25 David Gibson.

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1 If you go to page 4 {ART00002256/4}, please, in that
 2 document, you can see item 5.3, and this is under the
 3 title or heading "Novation of Designers". 5.3:
 4 "Exova completed the fire strategy at tender stage.
 5 They have not been novated, but SL will contact them
 6 with the view of using them going forward."
 7 Pausing there, do you remember a discussion at that
 8 meeting -- it's the first meeting with your
 9 contractors -- about Exova?
 10 A. No.
 11 Q. So do I take it that this note is just something that
 12 you simply don't remember?
 13 A. I don't remember it and it was an action for
 14 Simon Lawrence from Rydon.
 15 Q. It says here "Exova completed the fire strategy at
 16 tender stage". Given that at that point the cladding
 17 wasn't decided, do you agree that Exova couldn't have
 18 given any useful advice on the cladding at this time,
 19 let alone completed the strategy?
 20 A. Erm ... I don't know the answer to that.
 21 Q. I mean, given that the cladding wasn't decided at this
 22 stage, did you agree, or do you agree, that the project
 23 couldn't have had a final and complete finalised
 24 fire strategy as at 1 April 2014?
 25 A. Erm ...

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1 (Pause)
 2 I'm sorry, I don't know.
 3 Q. Let me ask it a different way, because I think you're
 4 struggling with the question a bit.
 5 A. Yes.
 6 Q. Somebody at the meeting said, because it's recorded,
 7 Exova completed the fire strategy at the tender stage.
 8 Did anybody raise the question at the meeting along the
 9 lines of, "How come Exova could have completed the
 10 fire strategy at the tender stage when, even today, we
 11 don't know what the material on the outside of the
 12 building is going to be?"
 13 A. I didn't specifically -- that didn't specifically occur
 14 to me at this time. I mean, the structure here is that
 15 the -- Exova had been reporting to Studio E as the main
 16 designer, and our employer's agents were managing the
 17 overall process and co-ordinating the overall process of
 18 what information was required technically to comply with
 19 the terms of the contract. So I didn't delve into the
 20 detail or think very deeply about specific aspects of
 21 what was in this report, particularly as I hadn't been
 22 part of the commissioning of that report or any of the
 23 development of that report. This is really the first
 24 point I remember -- that it appears that it's really
 25 been flagged up to me.

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1 Q. The note under this part of the minute says:
 2 "They have not been novated, but SL will contact
 3 them with the view of using them going forward".
 4 Do you remember a discussion on that topic at that
 5 time?
 6 A. On the topic of novation or --
 7 Q. Yes.
 8 A. I think the issue of novation has -- I mean, actually,
 9 these minutes are quite inaccurate because it refers to
 10 novations of consultants that didn't happen.
 11 Q. Well, it says they have not been novated. That's
 12 correct, isn't it? Exova had not --
 13 A. That's correct, but above it says that Studio E and
 14 Curtins have, and Studio E weren't novated to Rydon.
 15 Q. Then it says:
 16 "... SL will contact them with the view of using
 17 them going forward."
 18 Was there a discussion about what Simon Lawrence
 19 would do by way of using Exova going forward?
 20 A. I don't recall that, no.
 21 Q. Let's move forward in the year, then. Can we skip to
 22 progress meeting number 3 on 16 September 2014 at
 23 {ART00002797}. We can see from those minutes that you
 24 are there. You are the third attendee down on the list.
 25 If we skip to page 2 {ART00002797/2}, point 1.4 at the

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1 top of the page, we can see this action:
 2 "SL to appoint other consultants (to include fire,
 3 DDA, acoustic, etc) after the main sub-contractors are
 4 on board."
 5 Do you remember that? Then if you look a little bit
 6 further down, it says:
 7 "SL confirmed that his M&E and façade
 8 sub-contractors are on board and investigations are
 9 underway."
 10 Do you remember whether there were any discussion at
 11 that stage, given that the façade contractors were by
 12 now on board, that Simon Lawrence was to appoint a fire
 13 consultant?
 14 A. I don't recall. I think my understanding is that our
 15 employer's agents are managing the technical aspects and
 16 the delivery of the project and managing the
 17 relationship with the contractors and their obligations
 18 under the contract. So I would be expecting Studio E,
 19 who are minuting this meeting and leading this meeting,
 20 to be taking that forward.
 21 Q. Did it occur to you at this meeting to ask why
 22 Simon Lawrence hadn't investigated using Exova going
 23 forward, as had been indicated in the 1 April minutes?
 24 A. I don't remember this conversation specifically.
 25 Q. Because, you see, this is now September, and some months

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1 have gone by. Did it not occur to you to raise that
 2 question?
 3 A. That didn't occur to me, and my expectation is that our
 4 employer's agents will be managing the relationship and
 5 the compliance of Rydons with the employer's agent --
 6 with the employer's requirements.
 7 Q. Right.
 8 Take it from me that the same action, word for word,
 9 is minuted in progress meeting number 4, the minutes for
 10 that meeting of 21 October 2014, and that's, just for
 11 reference purposes, {ART00003067/2}. Mr Maddison, you
 12 weren't at the meeting, but you were on the circulation
 13 list for that, so I assume you saw that that was also
 14 the subject of that meeting. Is that right?
 15 A. I wasn't at that meeting. I wouldn't necessarily read
 16 all of these minutes, but --
 17 Q. Do you remember in broad terms getting to October and
 18 thinking, "I wonder what's happened to the appointment
 19 of Exova by Rydon"?
 20 A. No, I don't remember that. What I would expect is that
 21 if something wasn't happening, if there was a concern
 22 about an action not being progressed, I would expect the
 23 employer's agents to raise that with my team or -- and
 24 to escalate it to me if necessary. So I wasn't -- there
 25 was no escalation to me. I wasn't aware that there was

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1 a specific issue around this matter.
 2 Q. Now, let's go to {ART00003150}, please. This is
 3 a minute of progress meeting number 5 held on site on
 4 18 November 2014, and we can see from the cast list on
 5 the first page that you were there, as well as
 6 Claire Williams and David Gibson. If we go to the first
 7 page at the very bottom of the page under item 1.2 we
 8 see it says:
 9 "SL has now received the signed contract. SL to
 10 arrange preparing the bond/warranties ..."
 11 That's all that's said in this document about
 12 appointments. There is no mention at all about
 13 appointing fire consultants, it seems to have slipped
 14 away.
 15 Do you know why discussion of the proposal by Rydon
 16 to appoint fire consultants disappeared from the minutes
 17 at this time?
 18 A. I don't. I mean, the minutes are prepared by the
 19 employer's agent, so I would expect them to ensure that
 20 any actions are complete before they're removed from the
 21 minutes, and if there are issues, that they escalate
 22 them. But I wasn't aware of why that's happened.
 23 Q. No, maybe, but did you notice that a topic that had been
 24 repeatedly in the progress meetings from the original
 25 contractor's induction meeting on 1 April had suddenly

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1 disappeared and was no longer on the radar?
 2 A. No.
 3 Q. Had you noticed it?
 4 A. No, I hadn't.
 5 Q. Can you account for that?
 6 A. Artelia were responsible for -- I wasn't a regular
 7 attendee at these meetings. I would attend as and when,
 8 and not always for the full meeting. I'd sometimes just
 9 go for specific issues. The employer's agents are
 10 managing these meetings and are making sure that they
 11 record actions, and I expect them to follow up actions
 12 until they're complete or to escalate them if they're
 13 not complete.
 14 Q. Did anybody from Rydon ever tell you or, to your
 15 knowledge, anybody in your team at the TMO that they,
 16 Rydon, had decided not to appoint a fire consultant or
 17 fire safety engineer?
 18 A. No, I had no conversation on those lines.
 19 Q. Did you know that in fact Exova continued to be in
 20 contract with the TMO, they remained under contract with
 21 the TMO?
 22 A. No, I wasn't aware.
 23 Q. And from time to time Exova would provide advice; do you
 24 remember that?
 25 A. I ... that may have been with people in my team, but

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1 I didn't directly have any involvement with any
 2 communications with Exova.
 3 Q. Even though I have shown you the bill, or the invoice,
 4 I should say, for February 2015, I think you didn't know
 5 about that; is that right?
 6 A. That will have been paid for -- paid through the team.
 7 It wouldn't have come directly to me.
 8 Q. Did you ever ask the question why it was -- well, let me
 9 back up. Did you ever investigate the question of
 10 whether the TMO was paying Exova's invoices?
 11 A. I don't remember having cause to, no.
 12 Q. Did you know that the TMO was paying Exova's invoices?
 13 A. I didn't have any direct involvement in -- with Exova at
 14 all in any form.
 15 Q. You see, we've seen earlier an invoice. Let's go back
 16 to it, to be fair to you. {EXO00001205}. This is
 17 an invoice which was delivered to your email address.
 18 Do you see that? It's clear that it's an invoice dated
 19 18 February 2015 in respect of upgrade works, and it's
 20 an invoice for the sum of £141.60 including VAT. It's
 21 not a very large sum of money, I accept, but it's in
 22 relation to consultancy services provided on the
 23 Grenfell Tower project in November 2014. Can you
 24 explain what you thought this document was for?
 25 A. I can't. I've not seen it before. I mean, I take it it

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1 was sent to me, but invoices will be processed through
 2 my team. So I had a project manager, who was
 3 Claire Williams, who it was also addressed to, and also
 4 David Gibson, who was the head of service who was
 5 dealing with the overall programme, so they would have
 6 dealt with appointments and fee invoices of this nature.
 7 Q. Did you wonder why Exova were sending invoices to the
 8 TMO --
 9 A. I didn't -- I don't remember looking at this.
 10 Q. -- at this point?
 11 A. I don't remember.
 12 Q. Did you never have cause to ask why the TMO was paying
 13 Exova's invoices?
 14 A. I wasn't -- I didn't have sight of what they'd been
 15 commissioned to do, and I would rely on Claire and David
 16 to check.
 17 Q. Right. I think, in a nutshell, is it your evidence
 18 that, actually, this was really just below your --
 19 I won't say pay grade, but below your level of seniority
 20 and you left it to others to look at?
 21 A. It was a level of detail that I wasn't involved with in
 22 the project. I had a head of service and a project
 23 manager. My role here was more about the governance
 24 aspects of the project, reporting to board and
 25 stakeholders and to the council, and ensuring the

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1 overall programme going forward. This level of detail
 2 I didn't have any involvement with at all, really.
 3 Q. Did it occur to you at the time that Exova were doing
 4 work on the project on an ad-hoc basis, in other words
 5 from time to time, as and when asked?
 6 A. I wasn't aware of that basis. As I say, my assumption,
 7 which may be wrong, was that they were working directly
 8 to Studio E.
 9 Q. Right.
 10 Can I then turn to a different topic, which is
 11 a very specific topic about Rydon's role in dealing with
 12 residents, as part of a wider topic of resident
 13 engagement which we will back to, I think, in Module 3
 14 in more detail, but on this specific topic, I just want
 15 to take you to your first witness statement at page 24
 16 {TMO00000892/24}, please, paragraph 125.
 17 You say:
 18 "Communication with residents with regards to the
 19 refurbishment works was managed on behalf of TMO by
 20 Claire Williams and the contractual arrangements were
 21 specifically set up so that all residents' issues
 22 relevant to the refurbishment would be directed to Rydon
 23 who were required to respond and manage them. This was
 24 a very important aspect of the tendering process and
 25 Rydon scored highly in this regard and as far as I am

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1 aware they dealt with all residents issues
2 satisfactorily ."
3 I think you have said a number of times -- but
4 correct me if I'm wrong, Mr Maddison -- that a key issue
5 for this project for you was dealing with the residents
6 who were going to be in occupation during the
7 refurbishment.

8 A. Correct.

9 Q. In fact, as we've seen, a proportion -- although rather
10 a small proportion -- of the scoring of the tender was
11 given over to that issue.

12 A. Yes.

13 Q. Was it your expectation that, as a matter of contract,
14 once the contract was signed with Rydon in October 2014,
15 Rydon were obliged to deal with residents' complaints in
16 relation to the refurbishment?

17 A. Complaints -- so, well, I think before complaints come
18 sort of contacts, so they were responsible for managing
19 the interaction between residents and themselves in
20 relation to the works, and so -- so there was a -- so
21 they would be the first point of contact. They employed
22 a number of tenant liaison officers who was based
23 on site in the building, so they would be the first
24 point of contact, and they were basically liaising with
25 residents about what was happening, what was coming up

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1 in the works, distributing information, making
2 appointments, and being the first point of contact for
3 any issues that need addressing.

4 If residents weren't happy about the way that those
5 issues were addressed, they could either be escalated to
6 the TMO and through the TMO's complaints procedure or --
7 yeah, so I think that was the process that was set up.
8 So I think when you describe complaints, I think Rydon's
9 role was about being the first point of contact on
10 issues relating to the works.

11 Q. I see. So when you say all residents' issues relevant
12 to the refurbishment, that would include complaints but
13 wouldn't be limited to complaints; it would be other
14 things as well, like access times?

15 A. Yes, exactly.

16 Q. I see.

17 Did you or anybody else at the TMO brief Rydon about
18 how complaints specifically should be handled by Rydon?

19 A. I'm sure it would have been one of the things that the
20 project team would have discussed with Rydon, yes.

21 Q. Does that tell us that, although the project team would
22 have, you didn't become involved in that specifically?

23 A. I would go in and out of that, but not all the time, and
24 not in some of the granular detail.

25 Q. Let me try and get at it a different way: were you

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1 involved in setting up or devising a system or the
2 system by which you, the client, wanted Rydon to deal
3 with the residents in relation to their issues, as you
4 call them?

5 A. In what respect? I'm not quite following what you're
6 after here.

7 Q. You say here that the contractual arrangements were
8 specifically set up, as you say in your statement, so
9 that all residents' issues relevant to the refurbishment
10 would be directed to Rydon, who were required to respond
11 and manage them. Now, that indicates that there was
12 a specific system established by the TMO which Rydon
13 would operate when responding and managing residents'
14 issues. Is that right?

15 A. I can't remember the exact process, you know, how it was
16 communicated to Rydon. I don't know if there was
17 something -- how structured that was. But what we did
18 in reality was that there was a presence on site from
19 Rydons, the resident liaison staff, who were the first
20 point of contact, recorded issues and co-ordinated
21 responses, and beyond that, if there were any
22 complaints, there was a system for contacting either
23 Claire or the local housing offices, which was just
24 around the corner, and this was documented within the
25 newsletters that went out on a monthly basis, how to

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1 actually report complaints. And then if the matters --
2 the issues that are being raised aren't resolved or
3 residents aren't happy with the outcome, then there was
4 a process of escalating that through the formal
5 complaints process.

6 Q. What I'm trying to get at, Mr Maddison, is whether you
7 yourself had any involvement in devising the system
8 which Rydon would operate by way of managing and
9 responding to residents' issues, or whether you simply
10 left that to Rydon?

11 A. I left that to my team. So David Gibson and Claire will
12 have worked with Rydon on the detail of the residents
13 communication.

14 Q. Yes.

15 A. And that was partly linked to a broader piece of
16 consultation that we'd done with residents about how
17 they wanted to be involved and informed throughout the
18 process as well.

19 Q. Did you have any involvement in designing the system
20 that Rydon would operate whereby they would manage the
21 tenants' or residents' issues?

22 A. I don't remember directly being involved, but Claire and
23 David would have had an involvement in that.

24 Q. Right.

25 Can I show you what Mr Lawrence has said in his oral

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1 evidence on this specific topic about briefing. It's
 2 {Day25/73:3-6}, please. The question that I asked
 3 Mr Lawrence there was this:
 4 "Question: Had you been briefed by the TMO about
 5 what you describe as the 'rebel residents'?"
 6 "Answer: I think we were made aware from the TMO
 7 that there was quite a strong resident voice within
 8 Grenfell, yes.
 9 "Question: What information had been given to you
 10 that allowed you to form the impression that some of the
 11 residents were 'rebels', in your words?
 12 "Answer: I think at that stage there was a group
 13 that printed posters, stuck them on their doors, and
 14 refused to allow access for the works to be carried
 15 out."
 16 He goes on to say that the main discussion was about
 17 the HIUs.
 18 Now, in your witness evidence, you didn't describe
 19 the residents as "rebel residents", and my question
 20 really is: do you know where Mr Lawrence would have got
 21 that expression from?
 22 A. I don't. It's not a term that I would use, and it's not
 23 a term that I would expect any of my team to use.
 24 Q. Do you know which group or groups of people Mr Lawrence
 25 was referring to when he used the words "rebel

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1 residents?"
 2 A. I don't. It looks like he's talking about the posters
 3 that were posted up through the block, but I don't know.
 4 Q. Right. I can show you a document if this helps you to
 5 originate it. Let's do that. If we go to
 6 {RYD000042485}, please. This is an email of
 7 27 May 2015, and Simon Lawrence's discussions with
 8 Mark Dixon, who was a subcontractor. In the
 9 last-but-one paragraph, he says:
 10 "I appreciate that we've dropped this on you at
 11 [the] last minute but we are under massive pressure and
 12 criticism from the rebel residents about our quality of
 13 work."
 14 My question very specifically on that communication
 15 is: can you explain where Mr Lawrence might have got the
 16 expression "rebel residents" from?
 17 A. That certainly wasn't me.
 18 Q. It wasn't you.
 19 Leaving aside where he got that from, were there
 20 groups of people who you might describe as rebels living
 21 in Grenfell Tower?
 22 A. I wouldn't describe people as rebels, no.
 23 Q. Were there groups of people you might describe in
 24 a different way who would provide massive pressure and
 25 criticism of the TMO or Rydon?

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1 A. I mean, Grenfell was a large and diverse population and
 2 there were a lot of people with different views and
 3 different experience, and we had a dialogue with
 4 residents to agree how we would communicate with them
 5 throughout the programme, throughout the works.
 6 Q. Did you or anybody else at the TMO to your knowledge
 7 give Rydon any briefing on residents who were
 8 particularly vocal, or had a habit, let's say, of being
 9 particularly vocal?
 10 A. Well, what we'd done -- what I was just going to go on
 11 to say was that we had recognised the diversity of the
 12 community here and wanted to put together different ways
 13 of communicating that were appropriate for everybody in
 14 a different way. So there were -- so we consulted
 15 residents on how they wanted to be consulted, and we put
 16 in place a flexible approach so people could be -- could
 17 engage with ourselves and with Rydon in a way that is
 18 suitable to meet their needs. So that was -- you know,
 19 the general thrust of that was that people wanted
 20 a fairly light touch, wanted to be involved by -- be
 21 kept informed by newsletter and by drop-in sessions, so
 22 it was a more informal approach. We did some
 23 door-knocking as well to have discussions with people.
 24 And there were some groups of people who wanted a more
 25 meeting-based approach, but that wasn't very generally

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1 wanted at that initial stage of the contract. Later on
 2 in the contract, a group of people got together and
 3 wanted to set up a resident compact, and we listened and
 4 we did that, and we had a dialogue with that group of
 5 people.
 6 Q. Mr Maddison, again, I think you have answered a set of
 7 questions which I haven't asked but will be asked later
 8 in the Inquiry. At the moment, I really am just
 9 focusing on Rydon and what briefing the TMO gave Rydon.
 10 I will just ask the question again so you have it
 11 completely in your mind: did you or anybody else at the
 12 TMO, to your knowledge, give Rydon any briefing on
 13 residents who were particularly vocal or had the habit
 14 of being particularly vocal in order to be able to tell
 15 Rydon how to handle them?
 16 A. No, I don't remember.
 17 Q. Thank you.
 18 Can we then turn to a different topic again, which
 19 is CDM Regulations.
 20 Did you know that, for most of the project, the
 21 CDM Regulations 2007 governed?
 22 A. Yes.
 23 Q. And that those then changed in 2015?
 24 A. Yes.
 25 Q. And that in October 2015, the 2015 regulations came into

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1 effect?

2 A. Yes.

3 Q. And that between April 2015 and October 2015, there was
4 a transitional period?

5 A. I do.

6 Q. And that the new regime was therefore in place on and
7 after 6 October 2015?

8 A. Yes.

9 Q. It's important we get the dates understood.

10 Were you aware by the end of September that the TMO
11 would have to take on the role of principal designer if
12 nobody else could be found to do so?

13 A. I can't remember when I exactly first learnt this, but
14 it was shortly before the 6 October deadline, so it may
15 have been September.

16 Q. Let's go to {ART00006731}, please. These are the
17 minutes of progress meeting number 15 on
18 18 September 2015, and we can see that you were there,
19 first attendee in the list, as well as David Gibson and
20 Claire Williams.

21 Can we go to page 7 {ART00006731/7}, please, and
22 let's look at item 7.3. It says there:

23 "CDM2015 - CW to appoint a Principal Designer from
24 the TMO's new Consultancy Framework."

25 Do you recall discussion at that meeting about

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1 appointing a principal designer?

2 A. I don't know about at that specific meeting, but
3 I definitely had conversations with David Gibson
4 regarding this matter, yes.

5 Q. Can we take it that from at least this point onwards, at
6 latest this point onwards, you were aware that
7 a principal designer was to be appointed by
8 Claire Williams?

9 A. Well, that was the intention at that stage, so at this
10 point -- so we'd had quite late notification from the
11 CDMC that the principal designer grace period was going
12 to expire in the contract. This contract should have
13 finished by this point, and it was already -- it was
14 still programmed to finish at the end of October, so the
15 regulation change coming in ... so it was at that point
16 that Artelia had told us that they couldn't perform the
17 role of principal designer, so we had gone through
18 a number of lines of enquiry to see if Rydon or Studio E
19 could take on that responsibility, and both of those
20 said they couldn't, so I think this was the next
21 approach, was to look at our recently established
22 consultancy framework, which did include the principal
23 designer roles, and Claire's role here was to
24 investigate whether we could draw a principal designer
25 from those frameworks.

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1 Q. I think you came to the answer in the last few words of
2 that: her role was to "investigate whether we could draw
3 a principal designer from those frameworks", is what you
4 have just said, but the note says "CW to appoint
5 a Principal Designer". It looks as if the decision that
6 she should do so had been made at this meeting, not that
7 she should investigate doing so.

8 A. This is Artelia's note of that meeting, and to appoint
9 a principal designer from our framework, we would need
10 to agree with the people on the framework that they will
11 take on that role.

12 Q. Is Artelia's note correct in that respect?

13 A. No, it's not right, it's not correct.

14 Q. I see, that's an incorrect minute, is it?

15 A. It wasn't within Claire's gift to appoint them. We
16 could try to appoint them through that framework, but in
17 the event that we contacted the consultants who were on
18 the framework, both of whom declined, I understand,
19 because of the fact that they wouldn't be involved at
20 the early stages of the contract, which is where a lot
21 of the principal designer role currently sits.

22 Q. Because the minute says that she was to appoint
23 a principal designer or, as you would have it, would
24 look at appointing a principal designer from the TMO's
25 new consultancy framework, does that tell us that by

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1 this point, 18 September 2014, Studio E and Rydon had
2 each refused to take on the role of principal designer?

3 A. That's my understanding, but I didn't have sight of
4 those specific conversations. That was something that
5 David and Claire were dealing with.

6 Q. Yes.

7 Can we go to {ART00006195}, please. This is
8 Simon Cash's internal email within Artelia dated
9 25 September 2015, and this is an internal document
10 which you won't have seen, but it does record
11 a conversation that he, Simon Cash, had had with
12 Claire Williams that day. I'll just show you what he
13 says. He says:

14 "I have just had a conversation with Claire to try
15 [and] clarify what has been going backwards and forwards
16 in terms of what the TMO need to do, as this seemed
17 different to what Bailey Garner were saying to her.

18 "What I have said is:

19 •" The current role of the CDM coordinator ceases to
20 exist as of 5th October.

21 •" The TMO must appoint a principal designer.

22 Bailey Garner are not prepared to take on the role as
23 they say the PD should be involved with the project from
24 inception and as they have not been so, they cannot take
25 on the role. My response is that: this situation is not

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1 common to this project and many organisations are being
2 engaged due to the transition of roles, who have not
3 been involved with projects since inception - such is
4 the way of the legislation.

5 "However, for this project, her first port of call
6 should be Rydon, as they are the D&B contractor and as
7 such manage the design process and are responsible for
8 the design. If Rydon are not prepared to take the PD
9 role on, then the next option is to ask if Studio E
10 would take on the role through Rydon.

11 "The CDM Compliance Advisor role is not a project
12 specific role, but rather a clientside role (and one
13 that we can fulfil) advising clients of their
14 obligations under the new regulations and ensuring that
15 their project managers, PDs and PCs are all doing what
16 they should be under the new regulations. Similar to
17 the role we are offering to Lambeth.

18 "Claire is now much clearer as to what she is
19 supposed to be doing and hopefully will now be able to
20 sort things out."

21 Now, Mr Maddison, I've read that rather long email
22 out to you in full because I want to ask you a number of
23 questions about it.

24 First, did she pass any of the advice that Mr Cash
25 says that he had given her on to you?

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1 A. No, I had conversations with David Gibson on this
2 matter, so I'm assuming that Claire would have spoken to
3 David as her line manager.

4 Q. Oh, I see. Did David Gibson then pass on to you what
5 Claire Williams would have told him that she had been
6 advised by Simon Cash?

7 A. I'm not sure I follow that question, but we had
8 a conversation along the lines of what is contained
9 within Simon's email.

10 Q. Then you have understood it and answered it.

11 So when did you have that conversation, do you
12 think? Was it before the meeting of ... well, in
13 reference to this document, when did you have the
14 conversation, do you think?

15 A. It would have been around this time.

16 Q. Right, okay.

17 A. It was -- the issue emerged very close to the deadline,
18 there wasn't much time.

19 Q. So through the chain of command, you learnt that this
20 advice had been given?

21 A. I didn't know that this -- well, I didn't know that it
22 had come from this advice. I knew there had been
23 a conversation or a dialogue between Simon and David.
24 I didn't know what form that took.

25 Q. I see.

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1 Did David Gibson tell you that Artelia had offered
2 to provide the services of a CDM compliance adviser?

3 A. This was -- what I remember was the outcome was that
4 Artelia had offered to -- my understanding with the --

5 I don't remember the term "CDM compliance adviser"
6 specifically in my conversation with David. What
7 I remember was that his solution to this overall problem
8 was that Rydon would put together the documents for the
9 CDM file, and that Artelia would offer support if any
10 design issues emerged in the short term in a compilation
11 of the CDM file. So I'd understood that we were
12 retaining Artelia.

13 Q. Did you ever consider whether to appoint Artelia a CDM
14 compliance adviser yourself?

15 A. I didn't specifically, but I understood that they were
16 being retained in a supporting role to help through
17 the -- help through as this principal design role had
18 defaulted to the TMO.

19 Q. Can we go to your 2015 diary at {TMO00879776/57},
20 please. This is the entry for Wednesday,
21 30 September 2015, and on the left-hand side of the
22 page, if you see there the words:

23 "Simon Cash: [Principal] Designer ..."

24 Then it says something after that. Can you tell me?

25 A. It looks like, "Is this retrospective?"

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1 Q. So sorry, "[Principal] Designer: [something] now", what
2 is the something?

3 A. "From November".

4 Q. Oh, from November? Right.

5 A. Or "from now", maybe, could be, yes.

6 Q. Either "from now" or "from November", right. Then:

7 "Is this retrospective?"

8 "Speak to Trowers?"

9 Is that right?

10 A. Yes.

11 Q. Does that entry there reflect a conversation you had had
12 with Simon Cash or was it notes in advance of
13 a conversation with him?

14 A. I don't remember. But the ... I don't specifically
15 remember.

16 Q. Right. When it says "[Principal] Designer: from now" or
17 "from November", what does that mean, or what did that
18 mean?

19 A. I guess it's about clarifying who was taking on the
20 principal designer from now or ...

21 Q. It may well be now.

22 A. It could be now, yes.

23 Q. Who was that to be, at that point, 30 September?

24 A. I think that was the question. I think it was the issue
25 about how -- because I think, "Is this retrospective?"

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1 is -- so the issue at this point has been raised that
 2 the legislation has changed, we're out of the interim
 3 period, the transition period, and the question here is:
 4 how do we meet our obligations at short notice when the
 5 expiry is in about a week's time? So --
 6 Q. Did you -- I'm sorry.
 7 A. No, sorry. I can't remember whether I spoke to
 8 Simon Cash or whether I may have spoken to David who may
 9 have spoken to Simon Cash.
 10 Q. Right. Do you remember having a conversation with
 11 Simon Cash or with David about his conversation with
 12 Simon Cash, as it might have been, about the effect of
 13 the changes at this time, 30 September 2015?
 14 A. Yes, it was -- yes, so it was ... sorry, could you
 15 repeat the question?
 16 Q. Well, did you have a conversation with Simon Cash or
 17 with David Gibson about the effect of the changes?
 18 A. I can't remember specifically whether I did speak to
 19 Simon Cash, but I did speak to David Gibson about it,
 20 and the solution that I understood he had agreed with
 21 Simon Cash was the one I described earlier.
 22 Q. Did you speak to Trowers, do you think?
 23 A. I can't remember.
 24 Q. Were you concerned at this stage as to whether
 25 Claire Williams could fulfil the role that a principal

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1 designer entailed?
 2 A. My understanding at this time was that that role was ...
 3 because the design was fundamentally complete at this
 4 stage, I understood that the -- this was presented to me
 5 as a bit of a technicality, and as long as we could get
 6 the main contractor to put together the CDM file, and
 7 that we had Artelia retained to give support going
 8 forward in the event that there was any subsequent
 9 design or that there was any issue with the CDM file,
 10 I felt that that was the only solution in a bit of
 11 a tight spot.
 12 Q. You used the expression "fundamentally complete" in that
 13 last answer. Where does that expression come from?
 14 A. That was the term that everybody that was discussing
 15 this issue seemed to be using, it seemed --
 16 Q. Right. We will come back to that in a moment.
 17 Can we go to {TMO10011410}, please. These are the
 18 minutes of progress meeting number 17 on
 19 17 November 2015, and you can see that, again, you were
 20 the first attendee on the list there.
 21 Can we go to page 2 {TMO10011410/2}, please, at the
 22 bottom of the page. You can see under item 2.8 there is
 23 in italics:
 24 "Item 3.2: CDM Regulations 2015 - AM noted the PMN
 25 on previous minutes. Copied here for completeness."

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1 Just pausing there, take it from me that this refers
 2 to the minutes of the previous progress meeting in
 3 October which you were at, which we looked at, and that
 4 was {TMO00830091/4}.
 5 If you look at the note, the PMN says, and it's
 6 copied from the last minute:
 7 "Under the 2015 regulations if the PD appointment
 8 finishes before the end of the works then the Principal
 9 Contractor takes on the PD role. This means the
 10 Principal Contractor puts together the H&S file for the
 11 client."
 12 Then in bold:
 13 "For discussion at the next progress meeting."
 14 Then it goes on:
 15 "It was agreed that Rydon are not the PD (Principal
 16 Designer) under the CDM Regulations 2015. The TMO as
 17 the client are to undertake this role."
 18 Then over the page {TMO10011410/3}:
 19 "It was further agreed that Rydon would be
 20 responsible for collating and presenting the H&S File
 21 information in accordance with the Employer's
 22 Requirements and the PCI and present to the TMO as PD."
 23 Now, was there some confusion at this meeting within
 24 the TMO, or confusion generally within the TMO, about
 25 who becomes principal designer if the TMO doesn't

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1 appoint somebody?
 2 A. I don't know that I would call it confusion, I think it
 3 was we were finding it difficult to find somebody
 4 appropriate to be the principal designer in the contract
 5 at that time.
 6 Q. Was Rydon correct that the duty falls on the TMO if the
 7 TMO failed to appoint a principal designer?
 8 A. That's what -- sorry, is that -- could you just scroll
 9 down to the previous page?
 10 Q. Yes.
 11 A. Is that what they're saying there? Sorry, I can ...
 12 (Pause)
 13 Does it say that? Sorry, where does it say that?
 14 Q. Well, I'm asking for your understanding. At the bottom
 15 of the page it said:
 16 "... Rydon are not the PD ... The TMO as the client
 17 are to undertake this role."
 18 Did you think it was right that if Rydon didn't take
 19 on the role, then the TMO would have to?
 20 A. I don't know that it's Rydon's -- I mean, Rydon were
 21 saying that they didn't or couldn't take on the role,
 22 and in the absence -- so we'd -- Rydon, Studio E, the
 23 consultants and our principal designer framework had all
 24 said they couldn't do it for a variety of reasons.
 25 Artelia had also said that they couldn't. So, by

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1 default, the principal designer role was going to end up
2 with the TMO. So to compromise -- to find a way through
3 that, the solution was to appoint Rydons to present the
4 CDM file and to -- and I'd understood to commission
5 Artelia to support the TMO through any issues that may
6 arise in the short term.

7 Q. Well, I hear that, but let's just take it in stages.

8 Can we take it from this minute and the bottom of
9 page 2 that by this time, 17 November 2015, the TMO had
10 decided to perform the role of principal designer?

11 A. I think "decided" is not exactly the word I would use.
12 I think we had no option but to -- by default, that role
13 was ours.

14 Q. Okay. And they were also to remain the client, clearly.

15 A. Yes.

16 Q. Now, this was about six weeks after the 2015 regulations
17 had come into force, wasn't it?

18 A. Yes.

19 Q. I just want to look at the, I think as I put to you,
20 decision, but as you put it back to me, a default, about
21 the appointment of the principal designer in a little
22 bit more detail.

23 Can we go first, please, to your second witness
24 statement at page 9 {TMO00847337/9}. On that page, look
25 at paragraph 40. You say there:

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1 "The CDM Regulations 2015 introduced the newly
2 defined role of a 'Principal Designer.' My
3 understanding is that by this date, all of the design
4 work for the Project was fundamentally complete."

5 You say, I think, that's a phrase everybody used.

6 Do you remember who first used that expression,
7 "fundamentally complete"?

8 A. The only person I remember having a conversation with
9 about this was David Gibson, so it must have come from
10 him.

11 Q. You see, the expression you have used in your statement
12 seems to be a reference to something said in the
13 October 2015 progress meeting we saw earlier. Can we
14 just go back to that, TMO00830091/4, item 3.2, we saw it
15 before -- I'm sorry, that's my mistake.

16 (Pause)

17 It's page 2, I'm sorry, under item 2.8.

18 (Pause)

19 No, I'm afraid I've given you a wrong reference,
20 I will have to come back to that.

21 You think David Gibson came up with the expression
22 "fundamentally complete". What did the expression mean
23 to you at the time?

24 A. I mean, at the time the project was in delay, so that
25 was how we'd ended up moving -- so there was an overrun

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1 of the contract, and so that's how we ended up in this
2 position, because the contract should have completed
3 under the 2007 regulations, and in the --

4 Q. Yes.

5 A. Sorry. Could you repeat the question, sorry? I was
6 distracted.

7 Q. Yes, what did the expression "fundamentally complete"
8 mean?

9 A. Yes, so the contract was in delay, and it was supposed
10 to be finished in -- by the end of October that year,
11 but -- so there was very little design work required at
12 that time, because a lot of the principal design and the
13 CDM co-ordinator roles are about the pre-planning of
14 works and ensuring that the correct teams are set up and
15 the practices are set up and established. That had all
16 been done and really we were in the very last stages of
17 the delivery of this. The contract at that time was
18 supposed to have been completed by the end of October,
19 and in reality that went on for substantially longer
20 than that, but even at that time we were being told that
21 the contract was about to finish. So there was no
22 design work, is what I understood.

23 Q. Why would the design being fundamentally complete,
24 within the meaning of that expression you have just
25 given us, have any impact on the appointment of a role

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1 specifically required by the 2015 regulations?

2 A. Because the role of principal designer is a lot about
3 the pre-planning of the design aspects of the work, and
4 a lot of that -- part of the role had already been
5 complete by the time of this change of regulations, and
6 we'd understood we were sort of very close to the end of
7 the contract, let alone doing any design work, so it was
8 really just finishing things off.

9 Q. Can you go back to your second witness statement,
10 please, {TMO00847337/9}, paragraph 40 where you say in
11 the third line there:

12 "It is also my understanding that it was not
13 possible to find a consultant or contractor to take on
14 the role given the advanced stage of the works."

15 Now, we've heard in evidence that the TMO asked both
16 Studio E and Rydon, and they refused.

17 A. And Artelia.

18 Q. Well, can you just bear with me.

19 We have heard in evidence that the TMO asked both
20 Studio E and Rydon and they refused; yes?

21 A. Yes.

22 Q. Yes, and one potential party from outside the project,
23 namely Bailey Garner, and they said no because they
24 hadn't been involved from the start.

25 A. That's correct.

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1 Q. Do you recall that? So you had two people who had been
2 involved from the start and one who hadn't. Did that
3 not tell you anything about what the role might have
4 entailed?
5 A. In what way, sorry?
6 Q. In the way of what was involved?
7 A. I don't understand the question.
8 Q. Why did you think Rydon and Studio E were refusing,
9 given that they had in-depth knowledge of this project
10 and specifically its design right from the outset?
11 A. Erm ... I'd understood it was something to do with their
12 insurance, but David Gibson was -- David Gibson ...
13 I think David Gibson and maybe Artelia had had that
14 conversation with Rydon, I think.
15 Q. When you say that the project was at an advanced stage
16 of the works and that made it impossible to find
17 somebody to take on the role of principal designer, what
18 are you basing that on?
19 A. Well, at this time, this was September, the project was
20 supposed to be complete by the end of October. The
21 regulations changed on the 8th, so there were basically
22 going to be three weeks -- at this time we were
23 anticipating three weeks of work under the new
24 regulation, so it was -- it felt like it was
25 a short-term issue.

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1 Q. We've seen that Bailey Garner were approached. Were any
2 other external third parties approached to see if they
3 would take on the role?
4 A. I think the other consultants on our framework were
5 consulted -- were involved -- asked as well, which was
6 JRP, I understand.
7 Q. Sticking with the second witness statement at
8 paragraph 40, you say:
9 "The TMO therefore took on the role and it was
10 explained to me by David Gibson that the role would sit
11 with TMO by default and would be a technicality."
12 You say a technicality; this is a role, principal
13 designer, isn't it, which is required by statute; yes?
14 A. Yes.
15 Q. Why would you think that it was a technicality?
16 A. Well -- so what I was trying to convey there was that
17 the works were largely complete and the
18 responsibility -- we couldn't find anybody else to
19 undertake the work, so as there was no design work, it
20 was felt that employing the contractor to put together
21 the CDM file and employing Artelia or retaining Artelia
22 to give advice in the event that there was any issue
23 around design or having an oversight of completion of
24 the CDM file, that that would see us through what was
25 quite a tricky situation.

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1 Q. So although the design was fundamentally complete in
2 terms of the actual design, there were a lot of
3 important tasks to be completed, not least of which the
4 health and safety file.
5 A. Yes.
6 Q. You're not dismissing the health and safety file as
7 a technicality, are you?
8 A. No, it's -- but it's a -- but we'd understood that the
9 solution here was to get the main contractor to complete
10 the health and safety file with support from Artelia if
11 that was needed down the line.
12 Q. Let's go back to the origin of the words "fundamentally
13 complete" I was trying to find. Could you go to
14 {ART00005066/4}, please. You can see there that under
15 item 3.2, "CDM":
16 "F10 - expires tomorrow. AM to ensure Paul Burrows
17 provides the CDM handover promised to TMO and provides
18 advice in connection with renewal of the F10. The
19 Project Team confirmed that the design is fundamentally
20 complete."
21 Do you remember who said that at the meeting? This
22 is October 2015.
23 A. I don't.
24 Q. But it came from your side, did it, the TMO side?
25 A. No, I think this would have come from the -- I think

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1 that would have come from someone at Artelia.
2 Q. I see.
3 Now, if we go back again to your second witness
4 statement, please, and look at paragraph 40
5 {TMO00847337/9}, you say there in the last sentence:
6 "The TMO also agreed with Artelia that they would
7 give advice in the unlikely context that further design
8 work was required."
9 How did you come to understand that?
10 A. Through my conversation with David Gibson. So there had
11 been a number of conversations I'd had at each stage of
12 approaching different consultants and different parties
13 within the existing professional team. David would
14 report back on progress or lack of progress in terms of
15 making an appointment, and -- so, yeah, so David
16 reported to me that Artelia would provide support going
17 forward if needed.
18 Q. What advice did you think Artelia would give if further
19 design work was required?
20 A. I didn't -- I don't know, I didn't have that
21 conversation with David. I'd understood that there was
22 an agreement that would resolve the matter going
23 forward.
24 Q. You say the TMO also agreed with Artelia. What did you
25 agree with Artelia?

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1 A. I didn't personally. David Gibson was talking to
 2 Artelia and I understood that there was an agreement in
 3 place. It may have been the CDM co-ordinator that you
 4 were referring to earlier.
 5 Q. Do you mean CDM compliance adviser?
 6 A. Yes, sorry.
 7 Q. You say without qualification, "The TMO also agreed with
 8 Artelia". That's pretty unqualified.
 9 A. That's what I'd understood.
 10 Q. Well, you don't say that, but can I just get to the
 11 bottom of what you did understand.
 12 You understood from David Gibson that he had agreed
 13 that Artelia would act as CDM compliance adviser, is
 14 that what you are telling us?
 15 A. As I said earlier, I didn't know it was called a CDM
 16 compliance adviser. I'd understood there was some
 17 service that had been offered by Artelia and I'd
 18 understood that that was taken up.
 19 Q. In fact, Mr Maddison, the TMO refused that offer. Did
 20 you know that?
 21 A. I learnt it through the Inquiry.
 22 Q. I see. So you didn't know that until after you had
 23 signed this statement?
 24 A. Yes.
 25 Q. Right.

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1 Looking at it in the round, was this a case of the
 2 TMO thinking that it could perform the role of principal
 3 designer itself?
 4 A. Not at all. I mean, we were put in a difficult position
 5 by late information about a change in role from the CDM
 6 co-ordinator from the previous regulations, we had very
 7 limited time to address this matter. We tried multiple
 8 routes to try and find an alternative. I'd understood
 9 that we had come across an alternative and that's where
 10 we'd got to. But it certainly wasn't my ambition. My
 11 role here -- I've always been really clear with my team
 12 as well that we are a non-technical client, we expect to
 13 buy in expertise on the technical aspects of these
 14 roles, and that's what I would expect to do here too.
 15 Q. Now, I think you will agree that the CDM legislation is
 16 aimed at health and safety specifically, isn't it?
 17 A. Yes.
 18 Q. And I think as you say in your witness statement, the
 19 purpose of it is to ensure that all parties
 20 appropriately consider health and safety issues during
 21 the development of construction projects.
 22 A. Yes.
 23 Q. Does that mean that it was within Janice Wray's remit?
 24 A. Erm ... I think she'd have had an overview of some
 25 aspects of CDM, but I'm not sure, to be honest.

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1 Q. Let's go to {TMO10008672}, please. These are minutes of
 2 the health and safety committee meeting. There is some
 3 question mark about the date. If we look at the first
 4 page it says 13 January 2015, but if we go to page 5
 5 {TMO10008672/5} of the document, which is its final
 6 page, it's dated 3 February 2015.
 7 Mr Maddison, it may not matter very much, but if we
 8 go back to the first page, we can see that Janice Wray
 9 was present, you're not there, and the distribution,
 10 which may be quite an important point, is to
 11 Jane Clifton for the executive team.
 12 Did this also go to the health and safety committee,
 13 this kind of minute?
 14 A. This is the health and safety committee.
 15 Q. Yes. Did each member of the health and safety committee
 16 get a note of this, a note of these minutes?
 17 A. I don't know.
 18 Q. Right.
 19 Were you on the health and safety committee at this
 20 time?
 21 A. This was the period before Barbara Matthews joined and
 22 a couple of my team members were at this meeting, but --
 23 Q. Yes, so Alex Bosman, I think.
 24 A. And John Borra.
 25 Q. And John Borra, right.

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1 A. I wouldn't necessarily attend these meetings, but
 2 I subsequently did.
 3 Q. Would Alex Bosman or John Borra bring back to you the
 4 minutes such as these generally at this time?
 5 A. Not specifically necessarily, no.
 6 Q. Right.
 7 Now, if we stick to page 1, you can see that there
 8 is a table with the column header "Main Points for
 9 Consideration by Executive Team". Do you see that?
 10 A. Yes.
 11 Q. Would executive team include you?
 12 A. No.
 13 Q. It wouldn't. Look at item 2, "Construction (Design &
 14 Management) [Regulations] 2015". It says:
 15 "The Construction (Design & Management) Regulations
 16 are changing in April 2015. As they have yet to be
 17 published we cannot be absolutely clear on what they
 18 will require but they will place greater
 19 responsibilities on the client for the H&S of projects.
 20 Additionally, the role of the CDM Coordinator - who was
 21 appointed by the client to assist with policing the
 22 project is to be deleted. Janice to discuss the impact
 23 on the TMO with Jenny Jackson & David Gibson."
 24 Now, of course, this isn't specifically in the
 25 context of the Grenfell Tower project, it's general,

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1 just to make that point.
 2 Moving on, if we go to page 4 {TMO10008672/4},
 3 please, we can go to the top half of that page, item 7,
 4 and it says there:
 5 "7. Construction (Design & Management) Regulations
 6 "7.1. The CDM Regulations are due to change in
 7 April 2015. An information sheet regarding the proposed
 8 changes was circulated and Janice highlighted one of the
 9 major changes is the removal of the CDM coordinator role
 10 and the increase in the clients
 11 responsibilities /duties."
 12 Now, I think you have said that you didn't recognise
 13 this document and perhaps hadn't seen it.
 14 Do you recall seeing an information sheet such as
 15 that referred to under item 7.1 there?
 16 A. I don't at this moment, no.
 17 Q. Do you recall any briefing or discussion in the first
 18 quarter of 2015 about the then prospective change in the
 19 CDM Regulations?
 20 A. Yeah, there will have been discussions, and clearly the
 21 action out of this was for Janice Wray, who is the head
 22 of health and safety, to talk to two members of my team
 23 and David Gibson and Jenny Jackson, who were responsible
 24 for the client role and the procurement of the capital
 25 programme and the capital work, so that was in

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1 anticipation of the services going forwards.
 2 Q. Yes. Did you know that Janice Wray was going to discuss
 3 the impact of the CDM Regulations changing with
 4 David Gibson?
 5 A. I don't recall that conversation, but it would seem --
 6 my team had a close and ongoing dialogue with
 7 Janice Wray, and that would seem the sensible place for
 8 the conversation to be happening.
 9 Q. Would you expect Janice Wray to keep people like
 10 David Gibson up to date on the changes in the
 11 CDM Regulations as they happened?
 12 A. Yes, and that's how the relationship worked, yes.
 13 Q. And in turn, would you expect David Gibson, and indeed
 14 Claire Williams, to go to Janice Wray about health and
 15 safety questions if they had any?
 16 A. Yes.
 17 Q. So would you say it was routine for Janice Wray to keep
 18 your team informed about changes such as those to the
 19 CDM Regulations?
 20 A. Yes.
 21 Q. So does that tell us that within the TMO, and
 22 specifically within the team responsible for the
 23 Grenfell Tower project, your team knew in the first
 24 quarter of 2015 that there were going to be changes to
 25 the CDM Regulations?

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1 A. Yes, and we'd put in place arrangements to cover that.
 2 So in the context of the procurement of our frameworks,
 3 we had procured principal designers for the CDM role.
 4 Q. So does this tell us that at no stage did the project
 5 team working on the Grenfell Tower project within the
 6 TMO experience a surprise on learning that the
 7 CDM Regulations were to change and that a role of
 8 principal designer was now needed to be filled?
 9 A. In relation -- in general?
 10 Q. Well, in relation to the Grenfell Tower project.
 11 A. The Grenfell Tower project was -- so that was the only
 12 contract I'm aware of that straddled the period where --
 13 so it started in 2007, under the 2007 regulations, and
 14 went into the new regulations. All of the others were
 15 covered by our existing appointments. So this was the
 16 only one I'm aware of where it went through the interim
 17 period, and as a result -- I mean, I think there was
 18 probably a wrong assumption that Artelia would carry on
 19 the role of principal designer or take that role through
 20 on the Grenfell project, but they didn't advise us of
 21 that until the September, and that caused a challenge to
 22 try and put some arrangement in place that would cover
 23 that interim arrangement.
 24 Q. Let's just take a run-up to that last answer a little
 25 bit more.

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1 Do I take it from this document that the TMO were
 2 well aware that there were changes coming to the
 3 CDM Regulations as early as February 2015, and that
 4 those changes would happen in April?
 5 A. Yes.
 6 Q. Why did the TMO not start taking preparatory steps for
 7 those changes as early as February 2015 and at the
 8 latest in April 2015?
 9 A. On Grenfell?
 10 Q. On Grenfell.
 11 A. On Grenfell, the project was supposed to have been
 12 completed by then, so it shouldn't have run into the end
 13 of the interim period in October that year. So until
 14 very -- it was only when the project went into a period
 15 of delay, when a couple of Rydon's subcontractors went
 16 into administration and there were significant delays
 17 caused to the project, that the programme ran back. But
 18 even as late as September it was anticipated that that
 19 delay would only have been until the end of October. So
 20 it was really those delays had an impact of pushing the
 21 end date of Grenfell back significantly and moved it
 22 into this arrangement. So that was -- and nobody had
 23 identified that as an issue, and Artelia as CDMC hadn't
 24 flagged that up either.
 25 Q. Sticking with the CDM Regulations but moving to discuss

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1 specifically the creation of the health and safety file ,
 2 do you agree that one of the major outstanding tasks for
 3 the principal designer, whoever it was going to be, was
 4 the compilation of the health and safety file for the
 5 Grenfell Tower project?
 6 A. Yes.
 7 Q. As we know, I think the TMO asked Rydon to compile the
 8 health and safety file on the TMO's behalf, didn't it?
 9 We've seen that --
 10 A. Yes.
 11 Q. -- from some of the records of the meetings.
 12 Did you know that Rydon subcontracted that task to
 13 a company called All Group Holdings?
 14 A. I didn't know that at the time, no.
 15 Q. You didn't know that at the time.
 16 Did you know at the time that even though Rydon had
 17 taken on the job of compiling the health and safety
 18 file, the TMO remained the principal designer?
 19 A. Yes.
 20 Q. And therefore responsible for the health and safety file
 21 being right?
 22 A. Yes.
 23 Q. Does it tell us that the TMO therefore knew that it had
 24 to ensure that the health and safety file was reviewed,
 25 updated and revised in order to make sure it was up to

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1 date at the time the Grenfell Tower project completed?
 2 A. Yes.
 3 Q. Did you appreciate at the time that by asking Rydon to
 4 compile the health and safety file, the TMO would still
 5 have those obligations I've just identified?
 6 A. Yes.
 7 Q. Are you aware if anyone at the TMO reviewed the health
 8 and safety file produced by All Group Holdings?
 9 A. I assume that Claire Williams did.
 10 MR MILLETT: Right.
 11 Mr Chairman, I've come to the end of that topic.
 12 I've got one topic and possibly another topic to cover,
 13 which are quite short, I think, but it might be
 14 a convenient moment for a break.
 15 SIR MARTIN MOORE-BICK: I think it probably would, out of
 16 courtesy to Mr Maddison, be better to have a break now.
 17 MR MILLETT: Yes, indeed.
 18 SIR MARTIN MOORE-BICK: Mr Maddison, we're going to have
 19 a short break now. We'll come back at 3.35, please,
 20 and, as before, please don't talk to anyone about your
 21 evidence while you're out of the room.
 22 THE WITNESS: I won't, thank you.
 23 SIR MARTIN MOORE-BICK: Right, thank you very much.
 24 (Pause)
 25 Thank you, 3.35, please.

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1 (3.18 pm)
 2 (A short break)
 3 (3.35 pm)
 4 SIR MARTIN MOORE-BICK: All right, Mr Maddison, yes?
 5 THE WITNESS: Yes, thank you.
 6 SIR MARTIN MOORE-BICK: Yes, Mr Millett.
 7 MR MILLETT: Mr Chairman, thank you.
 8 I want to turn to regulation 38 and the provision of
 9 fire safety information at the end of the project. Can
 10 we go, please, to {RYD00094315/2}, which is, when it
 11 comes to it, a record of significant findings and action
 12 plan by Carl Stokes dated 26 April 2016. This would
 13 have formed part of his April 2016 fire risk assessment
 14 for Grenfell Tower.
 15 Just looking at this document on the page in front
 16 of you, do you think this is a document you have ever
 17 seen before?
 18 A. I've seen this type of document before, yes, and I have
 19 seen some of the Grenfell Tower fire risk assessment,
 20 yes.
 21 Q. Did you see those in your capacity as, as it were, head
 22 of the Grenfell Tower project team within the TMO or as
 23 part of your health and safety remit, or both?
 24 A. Well, actions from the fire risk assessments were
 25 delegated to my teams, and so I would have a role in

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1 monitoring how quickly the actions were completed and
 2 talking to my team if there were specific issues on any
 3 of the actions.
 4 Q. Very good.
 5 Let's turn to page 3 {RYD00094315/3}, please. You
 6 can see an item in the first row there with the priority
 7 red, and the identified risk in the third column there
 8 is "Documentation must include", do you see that, and
 9 there are four things that are set out?
 10 A. Yes.
 11 Q. Do you see that? If you look at the identified risk or
 12 hazard to start with, it says:
 13 "When the construction/refurbishment work is
 14 completed on this building all information as required
 15 by the Building Regulations [then it's bold] must be
 16 handed over to the TMO by the contractors before they
 17 hand over the areas now under their control."
 18 Do you see that?
 19 A. Yes.
 20 Q. We will see the answer in a moment.
 21 Did you know at the time that the
 22 Building Regulations required fire safety information to
 23 be handed over to the TMO by the contractors?
 24 A. Sorry, I'm ...
 25 Q. You look lost.

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1 A. Yes, sorry, I'm -- where is the reference to building
 2 fire safety in that, sorry?
 3 Q. There isn't, and I'm asking you whether you knew that
 4 was what was involved.
 5 Let me ask the question again: looking at the text
 6 on the left-hand side under "Identified risk or hazard"
 7 as you can see there, did you know at the time that the
 8 Building Regulations required fire safety information to
 9 be handed to the TMO?
 10 A. By the main contractor?
 11 Q. By the contractor.
 12 A. I don't think specifically I knew that, no.
 13 Q. Right. Had you ever heard of regulation 38?
 14 A. I don't know the specifics of it, no.
 15 Q. Did you know that the TMO was the responsible person who
 16 was to receive fire safety information under
 17 regulation 38 of the Building Regulations?
 18 A. Erm ...
 19 (Pause)
 20 I don't know who the responsible person was in
 21 relation to that.
 22 Q. Did you look into the question of what information
 23 precisely was to be handed over by Rydon to the TMO in
 24 order to allow the TMO to comply with the
 25 Building Regulations?

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1 A. Okay, so the way that the fire risk assessment process
 2 worked is that -- so these were produced by Carl Stokes,
 3 who was our fire risk assessor, and he was cliented by
 4 Janice Wray. Janice Wray would then delegate out tasks
 5 to individuals within the organisation to be completed,
 6 and that's what was happening here, so ... so, yes,
 7 so ...
 8 Q. Well, I'm not sure that answers my question.
 9 Did you know what information or what kind of
 10 information was required by the Building Regulations to
 11 be handed over to the TMO by the main contractor at the
 12 end of the project?
 13 A. Not specifically, no.
 14 Q. Right, thank you.
 15 A. That would be something that we would be expecting our
 16 professional team to be, you know, co-ordinating with
 17 us, and generally it would be a CDMC role.
 18 Q. Well, did you delegate the role of receiving that
 19 information to anyone outside the TMO?
 20 A. Well, the ... so the fire risk assessor obviously was
 21 cliented within the TMO, and then on the professional
 22 team we had our employer's agents, who were responsible
 23 for ensuring compliance with the contract, Rydon's
 24 compliance with the contract, so I would expect them to
 25 be ensuring that we receive all necessary information

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1 from the contractor.
 2 Q. It says in the middle column here, "Actions to be
 3 taken":
 4 "Documentation must include ..."
 5 And then under paragraph 2:
 6 "All the Regulation 38 information as required by
 7 the Building Regulations."
 8 Now, first of all, I think you are telling us you
 9 didn't actually know specifically what that was.
 10 A. Not specifically, so I would be expecting that that was
 11 something that in this instance would be provided by
 12 Rydons as part of putting together the O&M file, which
 13 is what Claire is putting in column 4 there.
 14 Q. Yes.
 15 A. So that information should be coming from Rydons, or
 16 indeed could have been from -- already completed by the
 17 CDMC role that Artelia had been performing up until
 18 October.
 19 Q. Whose responsibility was it, do you recall, within the
 20 TMO to make sure that all the information required by
 21 regulation 38 was received from Rydon?
 22 A. Under this, Claire Williams was pulling together that
 23 information, and then that would be passed on to the
 24 team member who input it into the Keystone database.
 25 Q. Did you supervise Claire Williams' job, or did

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1 David Gibson supervise Claire Williams' task of ensuring
 2 that the regulation 38 was accurate and complete?
 3 A. I didn't. David Gibson was Claire's line manager and,
 4 as I say, as far as I understood in terms of putting
 5 together the O&M file, that information was coming from
 6 Rydon, and there was a check that I'd understood at the
 7 time was in place from Artelia, which I now realise that
 8 that appointment didn't happen.
 9 Q. Now, this is April 2016. By this time, of course, the
 10 CDMC role had long gone, hadn't it?
 11 A. Yes.
 12 Q. So there was no CDMC role. How could the CDMC be
 13 responsible for ensuring the completeness and accuracy
 14 of the regulation 38 information required to be handed
 15 over to the TMO?
 16 A. Well, the CDMC should have been pulling together
 17 information up until the point that that role ceased.
 18 So my understanding was there would have been some
 19 information produced by the CDMC up to that point, and
 20 that would have been incorporated presumably into what
 21 was being produced by Rydon in the second part of this.
 22 Q. Whose job was it to ensure, after the CDMC role had been
 23 abrogated at the latest by 6 October 2015, that the
 24 regulation 38 material being received by the TMO was
 25 full and complete in accordance with the

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1 Building Regulations?

2 A. In terms of the responsibility here, Claire was taking

3 on responsibility to check that, and I'd understood that

4 there was a check, a compliance check, through Artelia.

5 Q. Who had told you that?

6 A. David Gibson.

7 Q. Did he tell you anything about the compliance check?

8 A. I described the conversation earlier. It was about

9 understanding that Artelia would give advice if there

10 were any design issues arising and would help give

11 advice on any CDMC issues and the -- sorry, principal

12 designer issues in the compiling of the final report.

13 Q. I take it from that answer you've got a conversation you

14 had with David Gibson, but you can't give us any

15 detailed evidence, can you, about precisely what the

16 checklist involved?

17 A. No.

18 Q. All right.

19 I want to revisit, if I may, a topic we looked at

20 this morning, which was what you told the board about

21 the Rydon price. You also I think referred to later

22 advice, after 18 March 2014, that you had received from

23 Trowers & Hamlins.

24 Can we look, please, at {TMO10005632}. This is

25 an email from you of 26 March 2014 to Sacha Jevans,

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1 David Gibson, Claire Williams, times two. It says:

2 "Please see below the advice received from Trowers

3 in relation to Procurement Risk and FOI.

4 "Low risk of challenge and low risk of success.

5 "Regards

6 "Peter."

7 Then if we look down the page, to the bottom of

8 page 1, we can see that this is an email from John Forde

9 at Trowers two days previous, 24 March 2014, to you,

10 Mr Maddison.

11 It says:

12 "Dear Peter

13 "Further to our conversation this morning, I set out

14 a summary of our advice in respect of KCTMO's

15 procurement of a contractor for the Grenfell Tower

16 project."

17 Can we turn to page 2 on the email {TMO10005632/2}.

18 I'll look at this in its totality, because I think it's

19 an important document, given your evidence earlier. It

20 says:

21 "You have explained that KCTMO wishes to negotiate

22 with the approved bidder Rydon Construction Limited

23 (Rydon), and try to reduce the value of the contract

24 from their tendered price of approx. £9.2m. The price

25 reduction will be achieved via a number of means,

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1 comprising:

2 •" omitting certain parts of the works (including

3 the play area);

4 •" utilising a number of the Alternative Design

5 Solutions set out in their tender bid (summarised on

6 page 9 of the Artelia tender report);

7 •" attracting ECO funding with Rydon's assistance,

8 as anticipated in the tender documents; and

9 •" value engineering a further £300,000, again as

10 anticipated in the tender documents.

11 "EU compliance risk.

12 "As discussed with you on Friday, there is always an

13 element of EU compliance risk when a contracting

14 authority looks to vary the tendered price of a contract

15 post-tender, unless the variation has been expressly

16 provided for in the tender documents and the form of

17 contract. There is a further risk involved where a

18 contracting authority seeks to enter into negotiations

19 solely with the preferred contractor following the award

20 of the contract.

21 "Following our discussions, we advise that it is

22 technically possible for one of the unsuccessful

23 contractors to challenge KCTMO on this basis. However,

24 we consider that the likelihood of such a challenge

25 being successful is relatively low, as follows:

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1 •" The shortlisted tenderers were informed that the

2 final value of the contract may vary, depending on which

3 of the alternative price structures KCTMO chose to go

4 with. This mitigates some of the risk of the proposed

5 variation. We also note that the revised price still

6 remains within the £8m-£10m contract price set out in

7 the OJEU Notice.

8 •" The tenderers were given an equal opportunity to

9 bid for the alternative price structures, which

10 mitigates the risk of challenge on this basis (provided

11 that all the bidders were working from the same

12 specification or proposal and that the assessment was

13 undertaken fairly and equally).

14 •" The value engineering of £300,000 may attract

15 criticism as the other tenderers are not being given an

16 equal opportunity to make equivalent changes to their

17 price. However, a change of £300,000 for a contract

18 estimated at £9.7m is relatively insignificant in terms

19 of price. The forthcoming EU Directive (which is not

20 yet in force) defines 'material change' for EU challenge

21 purposes as an increase or decrease of 15% from the

22 original price, so in the context of the forthcoming

23 changes to the EU Regulations, a reduction of £300,000

24 is not a material change purely on the basis of price.

25 •" Even if the unsuccessful contractors were to

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challenge on this basis, they would find it difficult to establish that they had lost an opportunity to bid for the contract, given that their prices were significantly higher than Rydon's. You have noted that the 2nd-ranked bidder would have had to value engineer almost £1m off their tender bid to be able to meet KCTMO's budget, which suggests that it would be very difficult for that bidder to demonstrate that they could have won the contract.

"It seems unlikely that a contractor would want to challenge KCTMO on the basis of a contract being smaller than originally expected. Challenges tend to be more common when the contracting authority is adding additional works to a contract that were not notified to the bidders at tender stage. It seems unlikely that a contractor would wish to bring a legal challenge against KCTMO on the basis of a £300,000 price difference.

"On a related point, we note that Rydon submitted a much lower tender price than the other bidders. Did KCTMO consider the possibility of this being an abnormally low tender and are you satisfied that Rydon's bid is sustainable? There is no mention of this in Artelia's report or the draft Board report, so we wanted to check this.

"FOIA risk.

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"KCTMO should be careful about what information is in the public domain. Any information that you wish to keep confidential should be in an exempt Appendix if needed, which means that in the event of an FOIA request the Board report could be disclosed, but not the exempt appendix containing confidential information. The Appendix could include the Artelia report which is very detailed.

"Any Appendix to the Board report that you would like to keep from disclosure under FOIA should be identified appropriately. The usual wording we put on documents is along the lines of: 'Confidential and commercially sensitive and hence exemption from disclosure pursuant to sections 41 and 43 of the Freedom of Information Act 2000'. This wording will not guarantee that any withholding of the documents on this basis would be successful, but this may assist with the argument.

"Next steps.

"We hope that this is useful, but please get in touch if you would like any further information.

"Kind regards

"John Forde."

I have read that to you in full.

The first question I have for you is: is this the

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advice post the award of the bid to Rydon that you were referring to earlier this morning?

A. Yes, this is the advice I took ahead of the board report on 27 March.

Q. Thank you.

It's clear from the text I've just read to you that there's no reference in there to any discussions that you had had with Rydon before 18 March, or on 18 March but before they were notified that they were the winning bidder, is there?

A. Erm ... no.

Q. Therefore, when you were asking them for their advice about the risks of challenge, you hadn't given them all the information pertinent to that risk, namely what was missing was the information that you had had pre-award discussions with Rydon about their approach post-award if they won.

A. I don't remember if that was in the -- in my discussion with Trowers or not. But my understanding is that obviously we weren't in a position at that time to award any works prior to the standstill period, but I wasn't clear that there was no way you could have a dialogue to clarify points.

Q. You didn't ask Trowers for their advice about whether what you had done with Rydon's increased the risk of

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challenge, did you?

A. I don't recall whether that was the conversation that I'd had with Trowers or whether it was a conversation that Jenny Jackson might have had when procuring the original piece of advice, I don't know.

Q. We saw the original piece of advice and we've had your evidence about that. Now we come to just before the board meeting and you're taking advice about the risks of challenge so that you can present the matter to the board. What I'm putting to you on the basis of this document is that, when you took advice from Trowers, you didn't tell them that you had decided, notwithstanding their advice of early March, to have discussions with Rydon about price, or as you would have it about the approach they might take post-award, prior to being told that they were the winner.

Now, we see that that's not in the advice, and I'm suggesting to you that that was a material omission in your seeking advice and obtaining advice from Trowers.

A. I don't think that's true. I think it was clear that there was an issue that needed to be clarified, and part of that was -- I described the context we were in and what we were trying to achieve in the position from tender to the board, and I think that was clear.

Q. You didn't ask them to advise you on whether or not what

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1 you had done increased the risk of irregularity or the
 2 unlawfulness of the procedure that you had undertaken?
 3 A. I told them what I'd done.
 4 Q. You told them what you had done? Where do we see that
 5 in this document?
 6 A. This is their advice to me. I mean, I didn't give
 7 a written brief. I discussed this matter with Trowers
 8 and this is the advice that I received.
 9 Q. In which case this advice -- which doesn't, as you have
 10 accepted, cover that matter -- was materially
 11 incomplete, was it not?
 12 A. I didn't see that at the time. I thought that it had
 13 been a clear briefing and I thought this advice was
 14 quite clear.
 15 Q. And when you passed this on to Sacha Jevans, you were
 16 passing on advice which, as we can now see, was
 17 materially incomplete.
 18 A. I don't agree with that.
 19 Q. Can we then look back at the paragraph just above "FOIA
 20 risk", "On a related point". You're asked the question:
 21 "Did KCTMO consider the possibility of this being
 22 an abnormally low tender and are you satisfied that
 23 Rydon's bid is sustainable?"
 24 Did you tell the board the next day that that
 25 question was one which had been actually asked by

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1 Trowers themselves?
 2 A. It had been -- I didn't say it had been asked by
 3 Trowers, but it had been an issue that had been
 4 considered in the original evaluation by Artelia,
 5 I understood, so I think there was consideration given
 6 to this, and in reality the project was delivered on
 7 budget, so that's the best sign as to whether or not the
 8 price was the correct price.
 9 Q. Well, Mr Maddison, if I may say so, the fact that the
 10 project was delivered on budget is not of great
 11 assistance to us, given that we know what happened to
 12 the building.
 13 The question is: were you satisfied that Rydon's bid
 14 was sustainable? Were you?
 15 A. Everything -- so, as I say, in the discussion that we'd
 16 had with Artelia on the basis of the very thorough
 17 evaluation that had been done, the very thorough
 18 evaluation included the financial aspects of this,
 19 Artelia were comfortable and we were comfortable that
 20 this was a bid that could be sustainable.
 21 Q. When you were asked the question: are you satisfied that
 22 Rydon's bid was sustainable, that was a bid of
 23 £9.2 million which, as we know, was £800,000 higher than
 24 the budget which had been given to you by RBKC with
 25 which you were stuck.

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1 In those circumstances, wasn't it doubly important
 2 to make sure that Rydon, if brought down by the sum of
 3 £800,000 from the already possibly abnormally low
 4 tender, could be sustained?
 5 A. I didn't take -- I didn't -- I don't think anybody
 6 thought that it was unsustainably low. It felt like it
 7 was -- the grouping of the tenders was relatively close,
 8 it was -- you know, it was assumed that -- you know, we
 9 did -- there was due consideration given to this as part
 10 of the financial evaluation, I understand, through the
 11 quantity surveyors, and so I wasn't aware that there was
 12 any risk of it being an unsustainably low tender.
 13 Q. Well, we have your lawyers pointing out to you that
 14 Rydon submitted a much lower tender price than the other
 15 bidders and asking you the question whether you thought
 16 it might be abnormally low, and that's at £9.2 million.
 17 Did it not occur to you to ask yourself, "Even if the
 18 £9.2 million is not in fact abnormally low, there's
 19 a real risk that at £800,000 less, it might very well be
 20 unsustainable"? Did you not have that thought?
 21 A. I gave thought to whether the price was sustainable, and
 22 this had been discussed and evaluated in detail by a set
 23 of quantity surveyors and my team, and everyone --
 24 nobody has raised this as a significant concern.
 25 Trowers quite rightly here are saying, "Have you thought

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1 of this?" The answer is, "Yes, we've thought of it and
 2 we think it looks okay".
 3 Q. But at £9.2 million you may have answered the question.
 4 Did you ask yourself the same question at £8.4 million?
 5 A. But the £8.4 million would be taking out works or
 6 changing works, so I don't make the connection between
 7 an unsustainably high -- I don't accept -- I don't
 8 understand the point you're trying to make here.
 9 Q. I think you do understand the point I'm trying to make.
 10 A. No, I don't.
 11 Q. You need to bring Rydon down by £800,000 to come within
 12 the budget. Are you suggesting now that actually you
 13 would change the scope materially in order to do that?
 14 A. No.
 15 Q. No, I didn't think you were. Therefore, all I'm putting
 16 to you is that even if, on being warned of the problem,
 17 you'd satisfied yourself that the bid was sustainable at
 18 £9.2 million, how did you go about satisfying yourself
 19 that a further reduction of £800,000 would remain
 20 sustainable?
 21 A. I don't think we are being warned of a problem. We're
 22 being -- our solicitors here are saying, "Have you
 23 thought of this?", and the answer is, "Yes, we have
 24 thought of this, the professional team has considered
 25 this and it's felt to be a sustainable scheme".

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1 The £800,000 is part of that evaluation. So it's
2 actually £300,000 difference between the bid cost
3 and ... so, you know, so we did give -- I think this was
4 given due consideration by the professional team in
5 their evaluation.

6 MR MILLETT: Very well.

7 Mr Chairman, I have come to the end of my prepared
8 questions. It's now 4 o'clock. It might be sensible if
9 we take the 30-minute break now for any follow-up
10 questions that either I or others may have, then I was
11 going to come to deal with those, and then, as
12 a separate exercise, come to the question of the
13 disclosure of the notebooks. Is that convenient?

14 SIR MARTIN MOORE-BICK: I'm quite content to do it that way.
15 I'm just wondering whether we need to break for as long
16 as half an hour, because by the time we have had half
17 an hour's break and you have found some more questions,
18 and then we have had further questioning, the afternoon
19 is going to be getting quite long, isn't it?

20 MR MILLETT: Well, I'm loath to go back on something I have
21 offered people, but if we say 20 minutes with liberty to
22 apply for a further 10?

23 SIR MARTIN MOORE-BICK: I think that would be better.

24 You probably know this, Mr Maddison, but when
25 counsel reaches the end of his questions, he needs

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1 an opportunity to just make sure nothing has been
2 overlooked, and there are other people who are not here
3 who may wish to send in questions as well.

4 So we will break now until 4.20. Then we will see
5 if there are further questions, and then there are other
6 matters that need to be dealt with. All right?

7 THE WITNESS: Okay.

8 SIR MARTIN MOORE-BICK: So would you like to go with the
9 usher, please.

10 (Pause)

11 Mr Millett, if you find that there are reasons to
12 require longer, let me know, of course, but I would
13 quite like to keep this moving.

14 MR MILLETT: Yes, Mr Chairman, of course.

15 SIR MARTIN MOORE-BICK: Right, 4.20, please.

16 (4.00 pm)

17 (A short break)

18 (4.20 pm)

19 SIR MARTIN MOORE-BICK: All right, Mr Maddison?

20 THE WITNESS: Yes.

21 SIR MARTIN MOORE-BICK: Let's see if Mr Millett has some
22 more questions.

23 Do you have some more questions, Mr Millett?

24 MR MILLETT: No, Mr Chairman, I don't, other than the
25 questions which remain in relation to your notebooks and

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1 diaries, to which I said I would return at the end of
2 your evidence.

3 After the fire in June 2017, do you recall whether
4 you were asked by anyone to retain and preserve all of
5 your documents in relation to the Grenfell Tower
6 refurbishment?

7 A. Not directly, no.

8 Q. Not directly; what about indirectly?

9 A. No.

10 Q. Were you asked to hand over all your Grenfell Tower
11 documents to anybody?

12 A. Not that I remember, no.

13 Q. Did anybody tell you that you had to hand over all your
14 personal notebooks and diaries and any other personal
15 records you kept which related to Grenfell Tower?

16 A. No.

17 Q. Does the name Nick Rendle at the TMO mean anything to
18 you?

19 A. Yes.

20 Q. Who was he?

21 A. He was an employee of the TMO.

22 Q. Did he ever ask you whether you held personal notes and
23 diaries relating to the Grenfell Tower refurbishment?

24 A. Not that I remember.

25 Q. Do you remember telling anyone in the weeks after the

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1 fire that you had personal diaries and notebooks
2 containing records relating to Grenfell Tower?

3 A. I spoke to my solicitors.

4 Q. You spoke to your solicitors?

5 A. Solicitors, yes.

6 Q. Now, which solicitors were those?

7 A. Kennedys.

8 Q. So when you say your solicitors, you mean the TMO's
9 solicitors?

10 A. The TMO's solicitors, yes.

11 Q. Kennedys. Did you know that Kennedys became the TMO's
12 RLR on 17 September 2017 in place of Devonshires?

13 A. Yeah.

14 Q. Did you speak to anyone at Devonshires about the fact
15 that you had personal notebooks and diaries?

16 A. No.

17 Q. Did anyone at Devonshires ask you whether you had any
18 personal notebooks and diaries?

19 A. No.

20 Q. Did anyone at Devonshires ask you to hand over all of
21 your documents, including hard copy documents, that you
22 held?

23 A. No.

24 Q. You say that you spoke to Kennedys about personal
25 diaries and notebooks. When did you first speak to

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1 Kennedys about personal diaries and notebooks?
 2 A. I can't be sure of the exact date, but shortly after --
 3 in the weeks after the fire, I went through and did
 4 a transcript of all of my notebooks to try and create
 5 a timeline of what had happened over the time, and did
 6 the same with my emails, and I sent that document across
 7 to Kennedys with a heading, "My notebooks", and so it
 8 was a transcription, basically, of what was in my
 9 notebooks. And then I subsequently mentioned to one of
 10 the partners at Kennedys that -- asked what I should do
 11 with my notebooks, and he advised me to keep a hold of
 12 them.
 13 Q. When did you have the conversation with one of the
 14 partners at Kennedys about your notebooks?
 15 A. I think that must have been in 2018. I can't be
 16 precise.
 17 Q. And he asked you or advised you to keep a hold of them.
 18 Did he not ask you to hand them over to him?
 19 A. No.
 20 Q. Did he not ask you to hand them over to anybody else at
 21 Kennedys?
 22 A. No.
 23 Q. You refer to a timeline. We have been informed by
 24 Kennedys that they had a timeline from you, which is
 25 a privileged document dated 6 October 2017, which

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1 referred to the fact that you had used your diaries and
 2 notebooks to compile it. That's correct, isn't it,
 3 I think?
 4 A. Yes.
 5 Q. Did Kennedys ask you to produce the diaries and
 6 notebooks to which you had referred in that timeline?
 7 A. No.
 8 Q. Did you offer to do so?
 9 A. Did I offer to do what, sorry?
 10 Q. Did you offer to do so? Did you say, "Would you like to
 11 see my diaries and notebooks?"
 12 A. I asked what I should do with them.
 13 Q. And what did they say at that stage? This is
 14 October 2017.
 15 A. At that time -- I don't remember exactly the
 16 conversation that was going on at that time.
 17 Q. When you came to prepare your witness statements for
 18 the Inquiry, did you use your notebooks and diaries to
 19 refresh your recollection?
 20 A. My statements were prepared for me by Kennedys, and
 21 I assumed they were using the information that I had
 22 given, as well as other documents.
 23 Q. The information that you had given, but not the
 24 notebooks and diaries, because you still had them; is
 25 that right?

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1 A. The notebooks and diaries -- so all of the entries in
 2 the notebooks was detailed on the schedule -- the
 3 transcription that I had sent across to them.
 4 Q. So just to revisit my question again in the light of
 5 that qualification, when you came to prepare your
 6 statements, is it right that you used the timeline that
 7 you had prepared based on your diaries and notebooks,
 8 but not the original diaries and notebooks themselves?
 9 A. I've never -- since I'd done the transcription, I hadn't
 10 looked at those books at all, and after -- I flagged
 11 them up to Kennedys and they just said keep a hold of
 12 them, and I have left them -- I have never referred to
 13 them. The thing that triggered me to think of them was
 14 when I saw a couple of references when watching
 15 witnesses from the TMO, there was some mention of
 16 notebooks, and it triggered that thought, and I flagged
 17 that up to Kennedys and they immediately disclosed them.
 18 Q. That was on Friday a week ago?
 19 A. Yes.
 20 Q. Just to revisit the question of transcription you have
 21 just referred to, did you do the transcription yourself?
 22 A. Yes.
 23 Q. Did anybody ask you to do that?
 24 A. No.
 25 Q. What did you do with the transcriptions? Are they in

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1 pieces of paper or documentary form somewhere?
 2 A. Sorry, I don't understand the question.
 3 Q. You say you prepared a transcription of the --
 4 A. I wrote it into an Excel spreadsheet.
 5 Q. I see. And what did you do with that Excel spreadsheet?
 6 A. I sent that to Kennedys.
 7 Q. Was it a verbatim transcription?
 8 A. It was -- I mean, I wouldn't call it verbatim, but it
 9 was a summary. It was a summary of each entry.
 10 Q. In all of the eight notebooks and diaries we have?
 11 A. I didn't do the diaries, it was the notebooks.
 12 Q. I see, you didn't do the diaries?
 13 A. I don't think so.
 14 Q. Right.
 15 A. I would have --
 16 Q. Did you -- sorry, go ahead.
 17 A. No.
 18 Q. When you did your timeline in early October 2017, you
 19 say you have used your notebooks, did you use your
 20 diaries as well?
 21 A. No.
 22 Q. Did you refer to your diaries in that document?
 23 A. Not that I remember. I may have done, but I don't think
 24 so.
 25 Q. So we're really just dealing with the notebooks.

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1 Coming back to the question of transcription, you
 2 sent them the timeline --
 3 A. Yes.
 4 Q. -- that you had done, did you also send them the Excel
 5 spreadsheet which you have just referred to
 6 comprising --
 7 A. They're the same thing. The timeline is on an Excel
 8 spreadsheet.
 9 Q. Oh, I see.
 10 How much of the timeline was your own work product
 11 based on your notebooks, and how much of it was simply
 12 a transcription of what was in the notebooks themselves?
 13 A. It was all a transcription. It was just -- I just went
 14 through and wrote down what was in there, really trying
 15 to get some order into what had happened and what the
 16 timeline was.
 17 Q. Right, I see. And was it that document that was then
 18 used as the basis of your witness statements?
 19 A. I sent that to Kennedys. I assumed it was used as part
 20 of the drafting of that, but it may be that it wasn't
 21 considered at all.
 22 Q. I follow.
 23 At any time after 6 October 2017, and leaving aside
 24 for the moment the discussion you had with the partner
 25 in 2018 you have now told us about, was there any

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1 occasion on which you were asked by Kennedys or anyone
 2 at the TMO to hand over your notebooks?
 3 A. No.
 4 Q. Turning to the question of the diaries, did anybody
 5 either at Devonshires or Kennedys ever ask you to look
 6 for and, if you found them, to hand over your diaries?
 7 A. No.
 8 MR MILLETT: Mr Maddison, thank you very much, those are all
 9 the questions I have.
 10 I should just tell you that so far we have had
 11 correspondence with Kennedys about this subject, but we
 12 are yet waiting to hear from Devonshires and possibly
 13 from Mr Rendle himself on the subject. But, subject to
 14 anything that comes out of those responses, those are
 15 all the questions I have for you on the question of your
 16 notebooks and diaries.
 17 Mr Chairman.
 18 SIR MARTIN MOORE-BICK: Mr Millett, I just wonder whether,
 19 since this is the only time that we have been able to
 20 question Mr Maddison about the notebooks and diaries, we
 21 all ought to rise for, say, ten minutes, because those
 22 who will have heard it elsewhere may want to suggest
 23 further questions.
 24 MR MILLETT: Very good idea, Mr Chairman.
 25 SIR MARTIN MOORE-BICK: I'm sorry to do this to you,

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1 Mr Maddison, but you can probably understand that there
 2 are people very interested in the evidence that's heard
 3 here who are not in the room, and we have arrangements
 4 in place for enabling them to put forward further
 5 questions, and I think, in the light of your additional
 6 evidence, we ought to give them a chance to do that. So
 7 although it's going to delay matters a bit, I'm going to
 8 say that we will rise for ten minutes.
 9 I'm going to say 4.40, unless, again, you tell me
 10 that more time is required. If you do, then we will
 11 allow a bit more time.
 12 MR MILLETT: Very good. Thank you.
 13 SIR MARTIN MOORE-BICK: All right?
 14 So I am afraid, can I ask you to go with the usher
 15 again, with the usual warnings about not discussing
 16 things, and then we will try and get you away.
 17 (Pause)
 18 Right, 4.40, then, please.
 19 MR MILLETT: Thank you.
 20 (4.30 pm)
 21 (A short break)
 22 (4.40 pm)
 23 SIR MARTIN MOORE-BICK: Right, Mr Maddison, let's see if
 24 there are any more questions for you.
 25 Mr Millett?

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1 MR MILLETT: Yes, Mr Chairman, just one or two.
 2 Mr Maddison, I don't think you have referred to your
 3 timeline as a source of information when doing any of
 4 your statements for the Inquiry. Why is that?
 5 A. My statement was prepared for me by Kennedys, and they
 6 had access to the timeline, so I'm assuming they're
 7 using whatever information they have at their disposal.
 8 Q. Yes, but you came to sign off the statements. I would
 9 assume that you would have read them through in their
 10 entirety. Can you explain why you didn't think it fit
 11 to instruct Kennedys to put into your statement for you
 12 the fact that you were using the timeline as the basis
 13 of your recollection?
 14 A. I don't think I said that I didn't use the timeline.
 15 I have used the timeline occasionally. I haven't used
 16 the notebooks. I haven't had access -- I haven't used
 17 the notebooks themselves.
 18 Q. No, the timeline.
 19 A. Sorry?
 20 Q. Why did you not tell Kennedys to refer to the timeline
 21 as the source of the information or part of the
 22 information to which you were deposing in your witness
 23 statements?
 24 A. I assumed that they were. I'd sent them the timeline
 25 and that was part -- and I'd sent them a timeline and

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1 a skeleton statement of what I thought a statement might
 2 look like at that, and Kennedys took that and drafted
 3 the statement that was issued to the Inquiry.
 4 Q. Yes, and why is there no reference to the timeline in
 5 your statements?
 6 A. I don't know what relevance it would have had. It was
 7 something that was helping me put -- construct, it was
 8 like my workings.
 9 SIR MARTIN MOORE-BICK: I think what counsel is asking you
 10 is: why didn't it occur to you to say, and if necessary
 11 to tell Kennedys to put this into the statement, that,
 12 "Some time after the events I went through my notebooks
 13 and created a timeline while things were still fresh in
 14 my mind and so on, and that was used as the basis for my
 15 statement?"
 16 A. I mean, this process is very unfamiliar to me and I was
 17 taking the advice of the solicitors who were working
 18 with me, and I was -- I followed their advice.
 19 MR MILLETT: Now, earlier on when I was asking you about the
 20 notebooks, you said you had done a transcription of
 21 basically what was in your notebooks, and this is at
 22 page 201 of today's transcript. You say at line 9:
 23 "And then I subsequently mentioned to one of the
 24 partners at Kennedys that -- asked what I should do with
 25 my notebooks, and he advised me to keep a hold of them."

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1 What was the partner at Kennedys?
 2 A. It was Richard Crockford.
 3 MR MILLETT: Thank you.
 4 Mr Chairman, I have no further questions on that
 5 subject.
 6 SIR MARTIN MOORE-BICK: Right, thank you very much.
 7 MR MILLETT: Mr Maddison, it remains for me to ask you one
 8 final question, which is a question we do ask a number
 9 of witnesses who played a particularly prominent role in
 10 the events leading up to the Grenfell Tower fire, and
 11 it's this: looking back on all the evidence we have been
 12 through and the events in which you were involved from
 13 January 2013 to the time of the fire, is there anything,
 14 looking back on it now, that you would have done
 15 differently?
 16 A. Knowing what I know now, there is no way that we would
 17 have ever clad that building with anything that was
 18 flammable. This was a traditional -- a design and build
 19 contract that seemed very straightforward and very
 20 ordinary in many ways, and that it's ended up in this
 21 tragedy is just devastating, and I'm so sorry for the
 22 impact that's had on so many people's lives.
 23 MR MILLETT: Mr Maddison, thank you very much. You will be
 24 glad to know I have no further questions for you, and it
 25 remains only for me to thank you for coming to

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1 the Inquiry for Module 1 and assisting us with our
 2 investigations thus far. We will meet again, I suspect,
 3 in Module 3 in a few months' time. But for the time
 4 being, thank you very much.
 5 THE WITNESS: Thank you.
 6 SIR MARTIN MOORE-BICK: Mr Maddison, it's right that
 7 I should thank you too very much for coming to give your
 8 evidence. I know it's taken quite a long time, and
 9 today has been a longer day than usual. I'm sorry that
 10 it's taken up so much of your time, but it was very
 11 important that we hear from you, and hear in detail
 12 about your involvement, and it's been very helpful to do
 13 so.
 14 So thank you very much for coming, and you are now
 15 free to go.
 16 THE WITNESS: Thank you.
 17 SIR MARTIN MOORE-BICK: Would you like to go with the usher.
 18 Thank you very much.
 19 (The witness withdrew)
 20 Housekeeping
 21 SIR MARTIN MOORE-BICK: Right, Mr Millett.
 22 MR MILLETT: Mr Chairman, there is a moment, and it's this:
 23 we have reached the end of the factual evidence in
 24 Module 1, which is a moment in itself. There is,
 25 though, a matter of housekeeping, and that is: there are

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1 a number of Module 1 witness statements which I need
 2 formally to read into the record, so that they will be
 3 in the record in due course.
 4 Can I ask to have put up on the screen, please,
 5 {IDX0320}.
 6 Now, this is a list compiled by the Inquiry,
 7 Mr Chairman, of further witness statements, where they
 8 come from, and the URN numbers, and this document will
 9 go up on to the website and be put into the record as
 10 soon as possible. The schedule of witness statements
 11 themselves is there. The actual witness statements
 12 themselves will be published by the Inquiry on the
 13 website over the next or in the next few weeks. But for
 14 the time being, those are the references, and it's right
 15 that those are put into the public record.
 16 SIR MARTIN MOORE-BICK: Right. So all these statements that
 17 are identified here are to be taken as having been read
 18 into the record and therefore to form part of the
 19 evidence before the Inquiry in this Module 1?
 20 MR MILLETT: Yes, correct.
 21 SIR MARTIN MOORE-BICK: Yes. Thank you.
 22 MR MILLETT: Well, Mr Chairman, there it is, as it were.
 23 The Module 1 factual evidence is now closed and we now
 24 proceed to the Module 1 expert evidence, starting with
 25 Beryl Menzies tomorrow morning.

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1 SIR MARTIN MOORE-BICK: Good, thank you very much. 215
 2 Well, that's the point at which we'll close for
 3 today. We'll resume at 10 o'clock tomorrow morning, and
 4 look forward to seeing Beryl Menzies then.
 5 MR MILLETT: Mr Chairman, yes.
 6 Before we do, I should just have mentioned a moment
 7 ago, the question of the diaries and notebooks and other
 8 matters relating to the TMO's disclosure isn't yet
 9 closed. I don't want people to think that it is.
 10 I will report back to you, Mr Chairman, openly when we
 11 have completed our investigations.
 12 SIR MARTIN MOORE-BICK: Good. Thank you very much.
 13 All right, 10 o'clock tomorrow, then, please.
 14 (4.50 pm)
 15 (The hearing adjourned until 10 am
 16 on Tuesday, 27 October 2020)
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