

OPUS 2

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Grenfell Tower Inquiry

Day 1

January 27, 2020

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1 Monday, 27 January 2020
 2 (10.00 am)
 3 Opening remarks by THE CHAIRMAN
 4 SIR MARTIN MOORE-BICK: Well, good morning, everyone.
 5 Welcome to the start of Phase 2 of the Inquiry's
 6 hearings.
 7 I am pleased to be able to welcome you to the
 8 Inquiry's new premises, which I hope are rather more
 9 conveniently situated for those of you who live in
 10 North Kensington, and which provide us with a more
 11 spacious hearing room than the one you will recall we
 12 had at Holborn Bars. I'm grateful to the Secretary to
 13 the Inquiry and his team for having identified the
 14 availability of these rooms, after what was quite a long
 15 search for more convenient and more suitable premises.
 16 Contrary to what has been suggested by some, our
 17 previous base at Holborn Bars was not chosen to suit the
 18 convenience of the lawyers; it happened to be available
 19 when needed, and it then proved difficult to find other
 20 premises which met all our requirements.
 21 We fitted out the space here available to us in
 22 a way which I hope meets the many and varied needs of
 23 those attending the Inquiry, as well as the Inquiry team
 24 itself.
 25 I don't suppose it's perfect, so if you think

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1 improvements can be made, please speak to a member of
 2 the team. Any constructive and practical suggestions
 3 will be carefully considered.
 4 At this point, I would like to introduce the person
 5 sitting on my right, who is one of the two people who
 6 were appointed by the Prime Minister to join me in
 7 forming the panel for Phase 2 of the Inquiry.
 8 Thouria Istephan is an architect and a registered
 9 health and safety practitioner by profession. For the
 10 last 23 years she has worked for the internationally
 11 respected firm of Foster + Partners as a partner and
 12 deputy of technical design. She has also served as
 13 a construction specialist inspector at the Health and
 14 Safety Executive, and has contributed to the
 15 implementation of the Construction (Design & Management)
 16 Regulations. Her particular areas of experience and
 17 knowledge include fire safety, buildability,
 18 accessibility and inclusive design.
 19 As you know, the other person appointed to the panel
 20 was Mrs Benita Mehra, a distinguished engineer. Her
 21 appointment has recently given rise to some concern and,
 22 as a result, Mrs Mehra decided that, in the interests of
 23 the Inquiry, she should not continue as a member of the
 24 panel. In those circumstances, she has therefore
 25 resigned.

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1 As an additional member of the panel, Ms Istephan
 2 joins me in the role of decision-maker for the purposes
 3 of our investigations into the various matters that we
 4 are going to consider in Phase 2. She will bring to
 5 bear her professional knowledge and experience, which
 6 will assist greatly in evaluating the technical evidence
 7 that will be placed before us over the coming months.
 8 Our decisions will be based on that evidence, all of
 9 which will be placed in the public domain, unless there
 10 are overriding reasons for not doing so. Our decisions
 11 will not be based on any private knowledge or experience
 12 that either of us may have.
 13 There are many complex questions to be investigated
 14 in Phase 2. In recognition of that fact, and in order
 15 to focus on each area of investigation in the most
 16 effective way, we have decided to divide Phase 2 into
 17 separate modules, each concentrating on one aspect of
 18 the Inquiry, or in some cases a group of related
 19 questions. I hope that make it easier for everyone
 20 involved to shoulder what will be a very heavy burden of
 21 work that Phase 2 as a whole represents. I hope it will
 22 also make it easier for those who wish to follow the
 23 Inquiry to understand our work as we go along.
 24 In the course of his opening statement, Counsel to
 25 the Inquiry will describe in greater detail the

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1 structure of Phase 2 and the individual modules which
 2 make it up.
 3 During the Phase 1 hearings, I heard a great deal of
 4 evidence, much of it of a very moving kind. Some
 5 witnesses were more controversial than others,
 6 of course, but I was very impressed by the way in which,
 7 day after day, everyone in the room listened quietly and
 8 respectfully while the witnesses gave their evidence, in
 9 some cases despite obvious difficulties. I am confident
 10 that, with your help, the Phase 2 hearings will be
 11 conducted in the same way, thereby enabling us to obtain
 12 the evidence we so badly need in order to answer the
 13 many important questions facing us.
 14 I'm going, in a moment, to invite Counsel to the
 15 Inquiry to make an opening statement, but I understand,
 16 Mr Mansfield, that there is something you would like to
 17 say before we do that.
 18 MR MANSFIELD: Yes, thank you.
 19 SIR MARTIN MOORE-BICK: If you would like to make your
 20 way ... thank you very much.
 21 Submissions by MR MANSFIELD
 22 MR MANSFIELD: Sir, madam, may we thank you for this
 23 opportunity -- it will be very brief -- to make
 24 a situation known to you and to enlist, hopefully, your
 25 assistance in attempting to resolve it.

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1 It arises directly from the resignation on Saturday
 2 of the panel member that you have referred to only
 3 moments ago. The families that I represent -- and
 4 I represent Team 2 of the bereaved, survivors and
 5 residents -- are particularly concerned and anxious that
 6 the original objective which was mapped out by
 7 Theresa May when she made the appointments in May of
 8 last year for additional panel members, and endorsed,
 9 essentially, by Boris Johnson just before Christmas,
 10 23 December, using very much the same language, namely
 11 to ensure that the panel has a breadth of scope and
 12 skills, particularly with regard to social housing,
 13 community engagement and participatory design and
 14 planning, and that is felt to be an essential part of
 15 this, and of course there is a module devoted to part of
 16 it, but it spreads across all the modules, and therefore
 17 it is felt desirable to have the full panel from the
 18 beginning if possible.

19 So far, the Cabinet Office -- and the
 20 Prime Minister, for that matter -- have made no
 21 indication to the relatives or the group I represent,
 22 either on an individual basis -- because many of them
 23 have met with Boris Johnson, others have met members of
 24 the Cabinet Office, others have written to the Cabinet
 25 Office, solicitors have written to the Cabinet Office.

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1 There has been a stunning silence, not a word about
 2 whether there is going to be a replacement.

3 Now, it may be there are all sorts of complications,
 4 but it would lend considerable force to this venture if
 5 you were able to make representations to discover
 6 whether they're going to or they're not going to, and
 7 what the difficulties are.

8 So, I just give a short example: if it's possible,
 9 within the near future, to have an extra panel member as
 10 originally envisaged, if that's possible without
 11 disrupting -- because none of the families I represent
 12 want undue delay, and that is certainly not on the
 13 agenda, and it's not of course their fault in the first
 14 place. But on the other hand, to get this right, if it
 15 means a short delay in relation to some of the evidence,
 16 then we would ask that the matter is investigated. At
 17 the moment we are operating in a vacuum, and we don't
 18 know the answer to this.

19 It's possible today, and I think there may be --
 20 when I left my seat back there, apparently, I'm told,
 21 a representative of the Cabinet Office may be here
 22 today, and I would ask that some sort of indication is
 23 given as soon as possible so that we may act upon it in
 24 whatever way the families feel is desirable.

25 So may I ask for your assistance on that matter, and

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1 thank you for allowing me to speak at this moment.

2 SIR MARTIN MOORE-BICK: Well, thank you very much,
 3 Mr Mansfield.

4 Well, in that case, Mr Millett, I am going to invite
 5 you to make an opening statement on behalf of the
 6 Inquiry at this stage. Thank you.

7 Opening statement by COUNSEL TO THE INQUIRY

8 MR MILLETT: Thank you, Mr Chairman.

9 Mr Chairman, madam.

10 On 30 October 2019, Mr Chairman, you published your
 11 report of Phase 1 of this Inquiry into the fire at
 12 Grenfell Tower on 14 June 2017. The subject of Phase 1
 13 of this Inquiry was the events of that night. You
 14 examined in particular the cause and origin of the fire
 15 in flat 16, the mechanism by which the fire exited
 16 flat 16 and entered the cladding on the exterior of
 17 Grenfell Tower, how the fire spread around the exterior
 18 of the building and re-entered it, and the response of
 19 the emergency services, the council and the Tenant
 20 Management Organisation on the night.

21 It also focused centrally and in detail on the many
 22 individual personal experiences of each occupant, from
 23 flat to flat, and floor to floor. Those appalling and
 24 all too often tragically fatal experiences provided the
 25 essential narrative for many of the lessons that you,

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1 Mr Chairman, were able to draw about, among other
 2 things, the conditions within the building and its
 3 behaviour in that fire. Those conclusions in turn
 4 enabled you, on the evidence about those and other
 5 matters, to make wide-ranging recommendations for future
 6 change.

7 So the question now is: what is Phase 2 about? If
 8 Phase 1 was about what happened to Grenfell Tower and at
 9 Grenfell Tower on the night of 14 June 2017, and the
 10 immediate causes and effects of the fire on the night,
 11 Phase 2 is an examination of the reasons for why it
 12 happened. This, Mr Chairman, as you have said, is the
 13 opening of Phase 2 of this Inquiry, and, in particular,
 14 of Module 1.

15 I propose to start by explaining in outline the
 16 overall shape of Phase 2 and the modular structure that
 17 you, Mr Chairman, have decided to adopt. I will then
 18 turn to the detailed issues to be investigated in the
 19 evidence at Module 1.

20 Let me begin by explaining in outline the shape of
 21 Phase 2.

22 In chapter 34 of the Phase 1 report, you dealt with
 23 looking ahead to Phase 2, and indeed that was the title
 24 of that chapter. In it you identified a number of
 25 particular matters with which Phase 2 will be concerned.

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1 Those included: the remaining evidence relating to the
2 circumstances in which the deceased met their deaths;
3 the London Fire Brigade, the LFB, and specifically the
4 cause and origin of the shortcomings of the LFB's
5 performance on the night of the fire, as were identified
6 in the Phase 1 report; the testing, classification and
7 certification of certain of the materials used in the
8 external wall at Grenfell Tower; the design and choice
9 of those materials by the professionals involved in the
10 refurbishment; fire doors; window arrangements; lifts;
11 the smoke extraction system; the warnings of the local
12 community; and the authorities' immediate response to
13 the disaster.

14 Phase 2 has been divided into eight modules in which
15 these and numerous other related issues will be
16 examined. Let me now set out what they are.

17 Module 1 will examine the role, acts and omissions
18 of the professionals and other persons involved in the
19 refurbishment of the tower from 2012 to its sign-off in
20 July 2016. We will be hearing from a significant number
21 of witnesses, including witnesses for the architect,
22 Studio E; the design and build contractor, Rydon; the
23 cladding subcontractor, Harley; the fire safety
24 engineer, Exova; the fabricator of the aluminium
25 composite, or ACM, panels, who was CEP; as well as the

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1 employer's agent, quantity surveyor and CDM
2 co-ordinator, Artelia; and the Royal Borough of
3 Kensington and Chelsea's Building Control department.

4 We will also hear from the Kensington and Chelsea
5 Tenant Management Organisation, or TMO, about their role
6 in procuring the project and what they did as client.

7 As I will explain in due course, Mr Chairman, there
8 will be particular focus on the materials selected for
9 incorporation into the external wall as the project
10 progressed, and their compliance or otherwise with the
11 building regulations and relevant associated statutory
12 guidance, and in particular Approved Document B on fire
13 safety, or ADB, as well as relevant industry guidance.

14 I will return to a more detailed description of
15 Module 1 a little bit later.

16 We have timetabled Module 1 to run until the
17 beginning of April this year.

18 Module 2 will then examine closely the testing,
19 classification, certification, and marketing of key
20 products used in the external wall, and specifically the
21 ACM panels used in the rainscreen system, made and sold
22 by Arconic; the polyisocyanurate, or PIR, and phenolic
23 insulation used behind those ACM panels in the external
24 wall construction, principally RS5000, made and sold by
25 Celotex, which was PIR; the K15 Kooltherm product, made

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1 and sold by Kingspan, which was phenolic; the cavity
2 barriers made and sold by Siderise; and the Aluglaze
3 window infill panels.

4 We will be particularly interested in: first, the
5 key tests that these products underwent, particularly
6 the Arconic ACM panels with the polyethylene core and
7 the Celotex and Kingspan insulation; second, their
8 resultant fire classifications; third, how those tests
9 and classifications were represented by the
10 manufacturers to their markets and to the two
11 certification bodies, the LABC and the BBA; fourth, the
12 relevant certificates issued by the BBA in the case of
13 the ACM panels and Kingspan's K15 Kooltherm product, and
14 the LABC in the case of both K15 Kooltherm and the
15 RS5000 insulation; and last, how those certificates were
16 represented by the manufacturers to their markets, their
17 buyers.

18 We have timetabled Module 2 to start on 4 May with
19 Module 2 openings, and to hear the Module 2 evidence
20 until mid-June. We have already provided
21 core participants with a provisional and partial list of
22 witnesses for Module 2 from manufacturers of the
23 relevant material in the cladding system and from
24 testing and certification bodies, and we expect to be
25 able to finalise that list in the coming weeks.

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1 Module 3 will be divided into three broad topics.
2 The first topic will investigate the complaints made by
3 residents of the tower before 14 June 2017, which
4 particularly relate to fire safety and concerns that
5 were raised about doors and the quality of workmanship
6 during the refurbishment. We will then examine the
7 responses of the TMO and RBKC to those complaints and
8 the degree of engagement by the TMO in the refurbishment
9 works.

10 Module 3 will then consider a second topic, namely
11 compliance by the TMO, RBKC and the London Fire Brigade
12 with their obligations under law, namely the Regulatory
13 Reform (Fire Safety) Order 2005, otherwise known often
14 as the RRO. A particular focus of our investigation at
15 this module will be the fire risk assessments carried
16 out by Carl Stokes and their adequacy.

17 The final topic of Module 3 will contain the active
18 and passive fire safety systems inside the tower -- so
19 lifts, fire doors, smoke extraction system -- together
20 with the gas supply system.

21 Module 3 will run, including opening statements,
22 from the end of June this year until early October, when
23 we will have closing statements on all three modules, 1,
24 2 and 3.

25 The Inquiry is intending to provide core

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1 participants with a detailed update regarding the
2 structure of Module 3, confirmation of the relevant
3 experts and other administrative matters in the early
4 part of February.

5 In Module 4, we will examine the performance of
6 local and central government in the immediate aftermath
7 of the disaster. Module 4 is currently timetabled to
8 run from mid-October to mid-November this year.

9 Module 5 will consider the adequacy of the
10 firefighting response on the night of the fire.
11 Important elements of that assessment were addressed by
12 you already, Mr Chairman, in the Phase 1 report,
13 including the fundamental question whether stay-put
14 advice could and should have been withdrawn before
15 2.47 am.

16 There are, however, matters that require further
17 investigation. These include: the purpose and adequacy
18 of section 7.2(d) visits; the training of firefighters,
19 including but not limited to incident command training,
20 as well as alternative tactics for fighting fires in
21 high-rise buildings; and communications and equipment,
22 including the adequacy of water supply and pressure.

23 Module 5 is timetabled to run from the end of
24 November this year to mid-February next year, with
25 a two-week break for the festive period.

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1 Module 6 will involve a close study of central and
2 local government's role in the disaster, and it will
3 study in particular the responses by central government
4 and other public bodies to previous incidents and
5 reports, coroners' recommendations and things of that
6 nature, including in respect of the building regulations
7 and associated guidance and fires and firefighting.

8 In addition, and following on from the evidence
9 which you will hear in Module 2, we will examine in
10 further detail a number of aspects of the existing
11 regime for testing, certification and classification of
12 materials for use in external cladding systems, both in
13 general terms and in relation to specific products.
14 That examination will, we anticipate, encompass four
15 things at least:

16 First, the route to compliance with the requirements
17 for external cladding systems under the building
18 regulations and associated guidance, as well as the
19 basis for each such route, including the practice of
20 desktop assessments.

21 Second, guidance produced by industry associations
22 and standard-setting organisations as to fire safety for
23 the external cladding systems of high-rise buildings,
24 and as to the compliance with the functional
25 requirements of the building regulations for individual

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1 components of such systems and as a whole.

2 Third, understanding across industry and amongst
3 standard-setting and certification bodies of the meaning
4 and application of key test results and classifications.

5 Fourth, the regulation and supervision of testing,
6 certification and classification of construction
7 products in relation to fire safety and performance in
8 fire, including, again, the role of central government.

9 Module 6 is timetabled to run from the third week of
10 February next year until early May next year, including
11 a two-week break for the Easter period.

12 Module 7 will be devoted to the remaining expert
13 evidence and will run for a week, one week, until
14 mid-May next year. The experts will examine the results
15 from testing of cladding components and their final
16 conclusions on the relative contributions of the
17 cladding design and materials to the fire spread at
18 Grenfell Tower; the adequacy of the testing regime
19 investigated in earlier modules; and the conclusions to
20 be drawn about the Grenfell Tower fire, including the
21 lessons to be learned when comparing the Grenfell Tower
22 fire with other fires, both domestically and
23 internationally.

24 Module 8 is to be for any remaining evidence and all
25 submissions relating to the circumstances in which each

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1 deceased met their death, so far as not covered in the
2 earlier modules and Phase 1.

3 As to that module, Module 8, the bereaved, survivors
4 and residents -- or BSRs -- have all been invited to
5 provide written submissions by 29 May this year as to
6 the further matters to be covered at Module 8. The
7 timetable for Module 8 will await consideration of those
8 submissions.

9 Other than Modules 1 to 3, the closing statements
10 for which will be taken in one go in early October, each
11 module will open and close with oral statements from
12 core participants.

13 Now, Mr Chairman, this timetable that I have so far
14 set out is obviously provisional and obviously subject
15 to change. That is because this is an inquisitorial
16 process, and we must go where the evidence leads us.
17 But it bears emphasising in strong terms that the work
18 of this Inquiry is urgent, and delay, if there is to be
19 any, must be kept to a minimum. There are clear public
20 safety issues at stake which require us all to retain
21 a disciplined and keen focus on the relevant issues.

22 So, Mr Chairman, that is the basic shape of Phase 2.

23 I now turn to Module 1 in a little bit more detail.

24 The Inquiry has received detailed written
25 submissions from three groups of BSRs and 19 commercial

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1 and institutional core participants , including one
2 individual , Mr Kevin Lamb. Each core participant has
3 been allocated a space in the timetable for this week in
4 which to make oral statements to you, and most core
5 participants have taken up their invitation to speak.

6 Having considered the contents of the core
7 participants ' written submissions or statements that
8 they provided in December and in some cases in early
9 January, the Inquiry decided to give disclosure of each
10 core participant 's statement to all other core
11 participants . It did so a week ago. The reason for
12 doing so was so that each core participant could see and
13 consider the position taken by the other core
14 participants , where they had put in written statements,
15 and, if necessary, address the panel on any points it
16 wished this week.

17 That in turn was because, with the sole exception of
18 RBKC -- the Royal Borough of Kensington and Chelsea --
19 not a single core participant involved in the primary
20 refurbishment of Grenfell Tower has felt able to make
21 any unqualified admission against its own interests.
22 With that solitary exception, Mr Chairman, one finds in
23 these detailed and carefully crafted statements no trace
24 of any acceptance of any responsibility for what
25 happened at Grenfell Tower, not from the architects , the

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1 contract managers, the main contractors, the specialist
2 cladding subcontractors, the fire safety engineers, or
3 the TMO.

4 Nor, with the exception of Celotex, who have made
5 certain limited admissions which they assert were not
6 causative , do we find any admission of any kind from
7 those who made and sold the products used in the
8 cladding.

9 Any member of the public reading these statements
10 and taking them all at face value would be forced to
11 conclude that everyone involved in the refurbishment of
12 Grenfell Tower did what they were supposed to do and
13 nobody made any serious or causative mistakes.

14 Now, Mr Chairman, you will recall that in my opening
15 address at Phase 1 of this Inquiry, on 4 June 2018,
16 I invited the core participants not to indulge in
17 a merry-go-round of buck-passing. Regrettably, that
18 invitation has not been accepted. Save for RBKC, who
19 have made clear and welcome admissions of numerous
20 failings of its Building Control officers , and to
21 a lesser extent Celotex, each core participant who
22 played a material part in the refurbishment of
23 Grenfell Tower has laid out a detailed case for how it
24 relied on the work of others, and how in no way was the
25 work it did either substandard or non-compliant. In

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1 every case, what happened was, as each of them would
2 have it , someone else's fault .

3 Now, at this stage, before hearing the oral evidence
4 of the witnesses in this and perhaps also later modules,
5 you are of course in no position to determine with whom
6 and in what degree responsibility lies . However, you
7 can and you should, I would suggest, be guided as you
8 hear the evidence in this and indeed later modules by
9 two things: first , by the conclusion reached by you,
10 Mr Chairman, in your Phase 1 report that the tower did
11 not comply with certain key aspects of the building
12 regulations; and, secondly, by the expert evidence
13 obtained by the Inquiry and provided to core
14 participants .

15 As to the first of those, chapter 26 of the Phase 1
16 report contains the Chairman's conclusion that the
17 building was not compliant with functional requirement
18 B4.(1) of the building regulations .

19 Requirement B4.(1) required the external walls of
20 Grenfell Tower to "adequately resist the spread of fire
21 over the walls ... having regard to the height, use and
22 position of the building ".

23 You, Mr Chairman, concluded that, far from resisting
24 such fire spread, the walls actively promoted it,
25 whether one considers the rainscreen panels alone -- the

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1 ACM panels -- or the cladding system as a whole, or even
2 the complete external envelope, including the concrete
3 structure .

4 Mr Chairman, madam, the notion that Grenfell Tower
5 was not compliant with functional requirement B4.(1)
6 without anyone being at fault is unlikely .

7 As to the experts' reports, the Inquiry has been
8 assisted by a very lengthy and detailed report from
9 an expert architect , Mr Paul Hyett, and by several
10 further reports from Dr Lane on fire engineering, the
11 health and safety file and the question of whether
12 regulation 38 of the building regulations, which relates
13 to handover of fire safety information, was properly
14 complied with. We have also received a report from
15 Ms Beryl Menzies on the acts and omissions of RBKC's
16 Building Control officers .

17 Those reports, which were served on core
18 participants at the end of October last year, identify
19 a multitude of serious failings and departures from
20 statutory requirements and guidance across a very wide
21 spectrum of professional disciplines .

22 You will of course bear in mind that those reports
23 have not yet been tested in oral examination, and there
24 are certain core participants who reject at this stage
25 some of the conclusions reached by them.

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1 The reports of those experts will be published when
2 they come to be examined at the end of Module 1, when
3 they can give their opinions based on the evidence which
4 has come out at that stage.

5 However, on the question of accountability, it is
6 important that I identify clearly at the outset what the
7 Inquiry panel is doing and what it is not doing.

8 This module, Module 1, and indeed Phase 2 as
9 a whole, is not a dress rehearsal for civil claims or
10 any criminal proceedings. Indeed, you are expressly
11 forbidden by section 2 of the Inquiries Act 2005 from
12 ruling on or making any determination of any person's
13 liability, whether civil or criminal. Your task is to
14 find the facts and to make recommendations. It is from
15 the findings of fact, based on the evidence, that
16 accountability follows.

17 As part of the findings of fact, you may decide, as
18 between a number of persons, who bears responsibility
19 for acts and omissions. That will be based in turn on
20 the contractual or statutory responsibilities that they
21 were discharging, and the way in which they understood
22 those responsibilities and sought to comply with them.

23 If lessons are to be learned from what went wrong at
24 Grenfell Tower, and the necessary changes to the
25 construction industry are to be made, it is important

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1 that all those who give evidence at Module 1, and indeed
2 all witnesses who are called throughout Phase 2, provide
3 a truthful and a candid account of what happened during
4 the primary refurbishment, so that your factual findings
5 and recommendations that follow from them may accurately
6 reflect the true nature of the problems which arose.

7 Those who escaped from that burning building with
8 their lives, or who lost loved ones and all that they
9 possessed in that fire, are owed at the very least
10 an honest and a complete account from those witnesses
11 who are in a position to explain why it happened.

12 I now turn to the issues for Module 1.

13 The issues that we will be examining with the
14 Module 1 witnesses broadly encompass the following:

15 First, the initial decision to undergo refurbishment
16 at Grenfell, the reasons for the decision and the
17 budget.

18 Second, the appointment of the professionals by the
19 TMO, criteria, roles, interface between professionals.

20 Third, procurement of the design and build
21 contractor, looking at the process adopted and
22 compliance.

23 Fourth, planning.

24 Fifth, the cladding, particularly the design and
25 selection decisions, compliance with ADB and industry

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1 guidance, consideration given to fire safety or fire
2 risk, with a particular focus on the ACM panels, the
3 rainscreen insulation, the window infill panels, the
4 windows and window surrounds, cavity barriers, and the
5 crown.

6 Sixthly, fire strategy, pre- and post-refurbishment,
7 development and adequacy, including consideration of
8 cladding.

9 Seventh, Building Control, with the principal focus
10 on the façade.

11 So far as witnesses are concerned at Module 1,
12 I start with Studio E. We will begin by hearing
13 witnesses from Studio E, who were the architects who
14 were originally retained by the TMO directly and
15 subsequently became a subcontractor of Rydon, once Rydon
16 had become employed by the TMO as the design and build
17 contractor, main contractor, in March 2014. Under the
18 TMO appointment, Studio E were the lead consultant, lead
19 designer and architect.

20 Although no signed contract was ever concluded
21 between the TMO and Studio E for the period prior to
22 Rydon's appointment as the main contractor between them,
23 the Studio E witnesses have accepted, it appears, that
24 they worked on the basis that their contractual
25 relationship was governed by the RIBA standard

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1 conditions of appointment 2010 and appendix B, schedule
2 of services.

3 As to the period when Studio E worked for Rydon,
4 a deed of appointment and a schedule of architectural
5 services was eventually signed on 3 February 2016, only
6 a few months before the end of the refurbishment,
7 together with a deed of collateral warranty in favour of
8 the TMO.

9 We will be hearing as witnesses from Mr Kuszell,
10 Andrzej Kuszell, who was a director of Studio E and one
11 of its original founders, who was involved in the early
12 stages of Studio E's involvement and in the design
13 review process. We will hear from Mr Bruce Sounes,
14 an architect associate at Studio E, who was the most
15 senior professional architect involved in the day-to-day
16 running of the Grenfell Tower project up to July 2014,
17 supervising the work of Mr Neil Crawford and Tomas Rek.
18 We will hear from Neil Crawford, who answered to
19 Bruce Sounes and who had day-to-day involvement with the
20 project from July 2014, and we will hear from Tomas Rek,
21 who also answered to Bruce Sounes and who worked on the
22 project from September to December 2013, when he left
23 Studio E. He assisted in sourcing some of the materials
24 used in the cladding and other aspects of the design,
25 and specifying them in the NBS specification which

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1 formed the basis of the tender in late 2013.
 2 Core participants will have seen from Studio E's
 3 written opening statement that they have prepared
 4 an appendix comprising a critique of Paul Hyett's expert
 5 report. We have asked for sight of that document so
 6 that Mr Hyett could consider it, but it arrived with the
 7 Inquiry too late to be considered before disclosure to
 8 core participants of Studio E's written statement, and
 9 we are still considering it.

10 I next turn to Exova Warringtonfire, or Exova. They
 11 were appointed by the TMO early on in the project --
 12 indeed, in mid-2012 -- to provide fire safety
 13 engineering services. They were appointed under two
 14 separate instructions. The first instruction was to
 15 prepare a fire strategy for the building as it stood,
 16 the existing fire strategy, and that was because no fire
 17 strategy existed for Grenfell Tower at that time. The
 18 second instruction was to prepare a fire strategy in
 19 relation to the proposed refurbishment works.

20 The fire strategy for the existing condition of the
 21 building was prepared by Cate Cooney, a principal
 22 consultant at Exova, and was dated 16 August 2012.

23 As to the refurbishment fire strategy, Exova
 24 prepared three versions of that, the last of which was
 25 dated 7 November 2013.

25

1 Exova's appointment pre-dated Rydon's appointment as
 2 the design and build contractor. After Rydon's
 3 appointment, Exova did provide further advice to the
 4 building professionals on the project on an ad hoc
 5 basis, but Exova were not, it appears, engaged directly
 6 by Rydon.

7 During Module 1, we will be hearing from four Exova
 8 witnesses, including Ms Cooney, who prepared the fire
 9 strategy for the existing building, and
 10 Mr Terrence Ashton, who prepared the fire strategy for
 11 the refurbishment works. We will be exploring with
 12 those witnesses the scope of services which Exova
 13 committed to provide on the project, and whether that
 14 work was delivered as anticipated. We will be
 15 considering the fire strategies prepared by Exova, and
 16 whether they were appropriate and reliable, given the
 17 information which had been provided to Exova over time.
 18 We will also be considering the ad hoc advice provided
 19 by Exova during the project, including the extent to
 20 which that assists in understanding the state of
 21 knowledge of the professionals on the project about the
 22 likely fire performance of the external wall.

23 I then turn to Rydon. Rydon were the TMO's main
 24 contractor on the Grenfell Tower project, having won
 25 an open tender on 18 March 2014 based on Studio E's NBS

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1 specification and the invitation to tender of
 2 29 November 2013. They were engaged by the TMO under
 3 a conformed version of the JCT 2011 design and build
 4 contract, which incorporates specific amendments which
 5 were agreed to the standard JCT terms, which was
 6 executed on 30 October 2014. Rydon were performing
 7 before that date, and had signed a pre-construction
 8 agreement on 22 May 2014.

9 Once Rydon was appointed, Studio E proceeded on the
 10 basis that it was a subcontractor of Rydon, although
 11 that was only formalised much later, in February 2016,
 12 under the deed of appointment I referred to earlier,
 13 which had retrospective effect.

14 There was also, as I say, a consultant deed of
 15 collateral warranty in respect of the Grenfell Tower
 16 project between Studio E, the TMO and Rydon, dated
 17 25 April 2016, under which Studio E warranted to the
 18 TMO, promised the TMO, that it had performed and would
 19 continue to perform all of its duties arising out of its
 20 subcontract with Rydon under the deed of appointment.

21 We will be hearing from a series of Rydon employees
 22 who were involved in the project, and in particular
 23 Simon Lawrence, who was the contracts manager for the
 24 project for Rydon, and who helped put the winning bid
 25 together, and who left Rydon in October 2015, before the

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1 end of the project; from Simon O'Connor, who was the
 2 project manager for the Grenfell Tower project between
 3 May 2014 and July 2015; David Hughes, who was the Rydon
 4 site manager from October 2015; and Stephen Blake, who
 5 was Rydon's refurbishment director, who took over the
 6 role of contract management when Simon Lawrence left
 7 Rydon in October 2015.

8 I turn to Harley. Harley were Rydon's specialist
 9 subcontractor. They were in contact with Studio E in
 10 September 2013, long before Rydon were involved, and
 11 indeed before the invitation to tender, and at that
 12 stage they were producing pricing information for
 13 Studio E for the cladding and its component products.
 14 They were also talking to the suppliers of ACM panels,
 15 Arconic. Harley's eventual contractual relationship was
 16 with Rydon and was governed by an undated letter of
 17 intent, but which includes a reference to a quotation
 18 dated 11 July 2014.

19 The Harley letter of intent expressly incorporated
 20 a formal contract, the JCT DOM2 Articles of Agreement
 21 and Subcontract Conditions 2011 as amended, for the
 22 design of the façade works, and also certain Rydon
 23 standard terms and conditions which were attached as
 24 appendix B to the letter of intent.

25 The Harley witnesses will include Mr Ray Bailey, the

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1 sole director of Harley Façades Limited, which was the
 2 successor company to Harley Curtain Wall Ltd from
 3 September 2015, of which he had also been a sole
 4 director; Ben Bailey, son of Ray, who was the project
 5 manager on the Grenfell project from February to
 6 July 2015; Mark Harris, Harley's sales consultant, whose
 7 main role was securing Harley's involvement prior to
 8 Rydon retaining Harley under a subcontract, under the
 9 letter of intent, and who had a contact at Arconic, the
 10 ACM panel makers, namely Ms Deborah French;
 11 Daniel Anketell-Jones, the designer manager at Harley
 12 who was also involved with the Grenfell project between
 13 June 2014 and May 2015; and Mr Kevin Lamb,
 14 an independently outsourced specialist cladding designer
 15 who produced the detailed design drawings for the
 16 external envelope of the tower. He is a core
 17 participant in his own right, and he has his own
 18 separate representation in this Inquiry. He has filed
 19 a written opening statement, but he will not be making
 20 an oral opening statement to you.

21 I next turn to CEP. CEP was responsible for the
 22 rainscreen element of the cladding, which had to be
 23 fabricated into cassette panels. CEP carried out that
 24 task. They had been involved with the Grenfell Tower
 25 project since as early as March 2012, when discussions

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1 were had with Studio E.
 2 Now, CEP had a long-standing commercial relationship
 3 with Arconic. It became fully involved with the project
 4 in January 2014, when Harley asked CEP to quote for the
 5 cladding as part of Harley's tender to Rydon. In
 6 September 2014, CEP quoted for and agreed to supply the
 7 window frames for the refurbishment, and in
 8 February 2015, CEP quoted for and agreed to fabricate
 9 and supply the ACM cassette panels forming the
 10 rainscreen, using Arconic's Reynobond 55 polyethylene,
 11 or PE, core ACM sheets.

12 CEP's supply contract was with Harley, but that was
 13 then novated or refreshed to Rydon in September 2015.

14 Geoffrey Blades, who is CEP's commercial projects
 15 manager, will be giving evidence.

16 I turn next to Max Fordham. Max Fordham was the
 17 building services engineering consultant retained
 18 throughout by the TMO to advise on energy strategy and
 19 sustainability, and in particular on the proposed
 20 improvements to the thermal performance of the building.

21 Max Fordham was retained on standard ACE terms. It
 22 was Max Fordham that identified in August 2012 Celotex's
 23 FR5000, a PIR product, as suitable insulation for use in
 24 the cladding system because it could both meet its
 25 target thermal performance value, and was also thin

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1 enough to work within Studio E's proposed design
 2 dimensions. Celotex FR5000 was specified by Studio E in
 3 the NBS specification in November 2013, and Celotex
 4 RS5000, which according to Celotex was the same product,
 5 was supplied and put on the building as the main
 6 insulation product within the cladding structure.

7 Max Fordham have chosen not to make an oral opening
 8 statement. Mr Andrew McQuatt will give oral evidence.

9 I should mention John Rowan and Partners. They were
 10 the clerk of works who were retained by the TMO, whose
 11 role included site inspection and monitoring. We will
 12 be hearing from Jonathan White and Gurpal Virdee.

13 Osborne Berry were retained as the building
 14 contractors by Harley and fitted the windows and the
 15 cladding system. We will be hearing evidence from
 16 Grahame Berry and Mark Osborne about workmanship and
 17 inspections.

18 Osborne Berry have filed a written opening statement
 19 for Module 1 but have chosen not to make an opening oral
 20 statement.

21 SD Plastering Limited were another Rydon
 22 subcontractor who were responsible for the installation
 23 and making good of the window surrounds.

24 We will be hearing evidence from Mark Dixon,
 25 a director of SD Plastering Limited.

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1 I next turn to RBKC's Building Control. RBKC's
 2 Building Control department inspected the site and
 3 signed off on the refurbishment work as compliant with
 4 the building regulations. As I said earlier, RBKC have,
 5 in their submissions or statement, accepted that
 6 Building Control failed to ask for comprehensive details
 7 of the cladding system, including the crown; failed to
 8 request an up-to-date version of the fire strategy for
 9 the refurbishment; failed to identify that the
 10 insulation materials or products used in the cladding
 11 system were not of limited combustibility, and therefore
 12 did not satisfy the requirements of paragraph 12.7 of
 13 Approved Document B. They accept that Building Control
 14 should not have issued a completion certificate, as it
 15 did on 7 July 2016.

16 In Module 1, we will be hearing from two RBKC
 17 Building Control officers, namely John Hoban and
 18 John Allen.

19 Artelia. Artelia was the project CDM -- or
 20 construction, design and management -- co-ordinator,
 21 employer's agent and quantity surveyor, with its
 22 services that they were to give set out in various RICS
 23 standard form appointment documents. RICS, Mr Chairman,
 24 is the Royal Institute of Chartered Surveyors.

25 Artelia was retained by the TMO throughout, from

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1 about April 2012, but formally contracted from
2 August 2012. Its CDM co-ordinator role ended on
3 5 October 2015, when a new role of principal designer
4 under the CDM Regulations 2015 was assumed by the TMO.

5 We will be hearing from a number of Artelia witnesses,
6 including Simon Cash, Phillip Booth and Neil Reed.

7 The TMO. Finally, we will be hearing from a number
8 of witnesses from the TMO in this module about its role
9 in the procurement and oversight of the project, the
10 decisions it made, and those it left to others. Our
11 witnesses at the moment include Claire Williams, the
12 full-time project manager for the TMO on the
13 Grenfell Tower refurbishment, and Peter Maddison, whose
14 role was to provide strategic overview and the asset
15 management aspects of the project.

16 There are some others. So far I have identified the
17 main participants in the matters the subject matter of
18 Module 1 and from whom we will be calling factual
19 evidence. In addition, we have had written opening
20 statements from JS Wright. They were Rydon's M&E
21 subcontractor, based on a letter of intent from Rydon of
22 25 July 2014. It had very little involvement in the
23 issues the subject of Module 1. We do not propose to
24 call any witnesses from JS Wright in Module 1.

25 There are also involved Curtins Consulting. Curtins

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1 were retained by the TMO as the structural engineer for
2 the refurbishment on an ACE form on about
3 12 February 2012, which was then novated or refreshed
4 over to Rydon in January 2016. We do not propose to
5 call any witnesses from Curtins Consulting in Module 1.

6 JS Wright and Curtins Consulting have chosen to make
7 no oral opening statements in Module 1.

8 Finally, I should mention, Mr Chairman, that the
9 Inquiry has received short written statements for
10 Module 1 from the LFB, the FBU, the MHCLG and the Mayor.
11 The MHCLG has chosen not to address you orally in
12 opening this module, and we are not calling any
13 witnesses from those core participants at this Module 1.

14 Finally, Mr Chairman, Module 1 experts. As I said
15 earlier in my address, the Inquiry has obtained experts'
16 reports from Paul Hyett, Dr Barbara Lane and
17 Beryl Menzies for Module 1. They will be called to be
18 examined over three days in the last week of the
19 Module 1 timetable, currently timetabled as the week
20 commencing 30 March.

21 That is all I was proposing to say by way of opening
22 Phase 2 and Module 1 to you. We have a timetable for
23 opening statements of core participants for the rest of
24 this week, and the first of those to address you now
25 will be Studio E next this morning, and the opening

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1 statements will end on Thursday with oral statements
2 from representatives of the bereaved, survivors and
3 residents.

4 Mr Chairman.

5 SIR MARTIN MOORE-BICK: Thank you very much indeed.

6 Well, the next statement on our schedule is due to
7 be given on behalf of Studio E architects by, I think,
8 Mr Popat Queen's Counsel.

9 I'm sorry, I have to ask you to make your way all
10 the way over to the desk here so that you can address
11 everybody and be seen for the purposes of the video
12 recording, so thank you very much.

13 Opening statement on behalf of Studio E by MR POPAT

14 MR POPAT: Thank you, sir.

15 Mr Chairman, madam, today I appear before you as
16 the representative of Studio E Architects Limited.
17 I appear before you to deliver its opening statement,
18 its opening statement at a public inquiry enquiring into
19 one of the most horrific tragic incidents this country
20 has seen in peacetime, a disaster in which 72 people
21 lost their lives and many, many more were injured,
22 traumatised or had their lives ruined by grief or
23 changed forever by the devastating consequences of
24 losing family members and close friends.

25 Sir, by this opening statement, made after 123 days

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1 of hearings in the first phase, Studio E is speaking for
2 the first time at this Inquiry. As such, the first
3 thing it says and wants to say is how truly devastated
4 it is that this terrible, terrible tragedy occurred.

5 Exactly who and what caused the fire, the spread of
6 the fire and its shattering consequences is being and
7 will continue to be discovered by this Inquiry and other
8 investigations. But this does not preclude the people
9 who make up this small company, who felt close to the
10 community for the many years they worked there,
11 recording their deep and profound sorrow for the tragedy
12 that befell the occupants of Grenfell Tower, all those
13 involved in the rescue attempts following the fire, all
14 their loved ones and all others affected as circles of
15 appalling consequences rippled outwards from the events
16 of 14 June 2017.

17 Sir, this disaster will haunt everyone involved in
18 this project to refurbish the tower, and in this phase,
19 and particularly by Module 1, it is the Inquiry's role
20 to question their actions, and Studio E will do its best
21 to answer the questions asked of it, and it wholly
22 supports the need for a thorough and wide-ranging
23 investigation.

24 But I must make it clear, and all the people
25 involved with this company want to make it plain, that

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1 they have asked themselves searching questions since
2 that fateful night in June 2017, and sought to examine
3 what they did and whether they might have done anything
4 differently which could have resulted in a different
5 outcome. This anguish will continue long after the
6 questions posed by this Inquiry or any other
7 investigations .

8 Sir, what I propose to do next, over the course of
9 this opening, is to provide a brief summary by way of
10 answers to three questions: who is Studio E? What part
11 has it played in this Inquiry to date and what part will
12 it play for the foreseeable future? Finally, the
13 majority of my time will be spent summarising the answer
14 to the question: what role did it play in the
15 refurbishment project?

16 I understand the timetable allocated, I think, one
17 and a half hours for this opening. I intend to take up
18 about a third of that time, and I think we have notified
19 the Inquiry team.

20 SIR MARTIN MOORE-BICK: Yes, I have been told that you think
21 you will need about half an hour. Is that right?

22 MR POPAT: Yes, sir .

23 SIR MARTIN MOORE-BICK: Thank you very much.

24 MR POPAT: Sir, let me turn to the first question and give
25 a short instruction to Studio E.

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1 It is a corporate core participant at this Inquiry,
2 but the "corporate" description, whilst obviously
3 legally correct, may give the impression of some large,
4 faceless commercial organisation with layers of
5 management and teams of employees. If it does give that
6 description, then that description would be utterly
7 misleading in the case of Studio E. It is a close-knit
8 company, founded in 1994, originally with three
9 directors, two of whom still remain as directors more
10 than 25 years on. At its height, in 2008, it employed
11 up to 45 staff, but by 2014, the year it was appointed
12 on this project by Rydon, its staff numbers had reduced
13 by four-fifths so that it had only nine employees.

14 It has always practised from premises in London,
15 though its work has spread across the country and
16 abroad. The core of the practice's work has rotated
17 around education, sports and leisure, recreational and
18 commercial work, with a particular focus on designing
19 environmentally sensitive buildings.

20 It has punched above its weight in many ways and has
21 regularly been recognised within the industry for its
22 work. That recognition has included the Queen's Award
23 for sustainable development, multiple awards from the
24 Royal Institute of British Architects, and numerous
25 other awards.

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1 It has also always sought to approach its work with
2 integrity and a social consciousness, and has engaged with
3 the local community wherever it has worked, for example
4 through career talks at schools and taking numerous
5 students for work experience.

6 Now, I mention these matters not to seek to garner
7 praise for Studio E, but to explain that it regards
8 engagement with the environment and with the local
9 communities in which it works as central to its
10 existence and way of working. In short, it is and
11 always has been a conscientious, ethical and responsible
12 architectural practice.

13 Sir, with that, I move to the next question of
14 Studio E's involvement with the Inquiry.

15 Its participation in the Inquiry to date has been
16 against a background of limited financial resources.
17 The limit has been such that Studio E has had to make
18 difficult decisions as to how best to deploy those
19 resources. As a result, it was not legally represented
20 for the Phase 1 hearings of the Inquiry, and, following
21 this brief opening statement, will not be legally
22 represented during the Phase 2 hearings either.
23 Absolutely no discourtesy is intended by the absence of
24 legal representation. It is, I am afraid, just
25 a necessary consequence of the financial limitations

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1 placed upon the company.

2 Now, I know at earlier points in the Inquiry comment
3 has been made by certain of those involved that Studio E
4 was choosing not to be involved in this investigation,
5 or was not concerned to help the Inquiry. As Studio E
6 did not appear before you and didn't have teams of
7 lawyers speaking on its behalf at public hearings, such
8 commentary was perfectly understandable.

9 However, I do want to try and reassure everyone that
10 nothing could be further from the truth. The people in
11 this company have been extremely concerned at all stages
12 of these investigations to try and assist your enquiries
13 and to be seen to be doing so. It wants to engage, it
14 is in its interests to engage, and it doesn't want to
15 give the impression to anyone, least of all the
16 bereaved, survivors and residents, that it doesn't care
17 or that it's hiding away or that it doesn't want to
18 help.

19 It may not be known or evident to everyone in this
20 room, but, sir, as you know, as requested by the
21 Inquiry, Studio E has disclosed substantial numbers of
22 relevant documents from its project file. It has
23 prepared and provided comprehensive Rule 9 witness
24 statements, totalling some 340 pages, setting out in
25 detail its involvement in the refurbishment works. It

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1 has also now prepared a substantial written opening
2 submission and appendix of over more than 80 pages.
3 Four members of the practice, as you have heard --
4 a director, two associates, and one previous employee --
5 are attending to give oral evidence at this phase of the
6 Inquiry.

7 The decision to provide such detailed documents and
8 to take as open and co-operative approach as possible
9 was in order to best assist the Inquiry in understanding
10 Studio E's involvement in the refurbishment works. This
11 in turn, it is hoped, should assist the Inquiry in
12 discharging its terms of reference.

13 Above all, everyone at Studio E -- just like,
14 I expect, everyone in this room -- wants to help the
15 Inquiry to discharge its function to identify any and
16 all lessons that need to be learnt, and to identify and
17 make the changes that need to be made, so that when
18 buildings are constructed or refurbished in the future,
19 the risk of a disaster like this ever happening again
20 are eliminated.

21 Sir, let me turn now, over the next 15 minutes or
22 so, to my third question, and briefly to explain
23 Studio E's involvement in the project. The detail of
24 this involvement is set out in the many pages of witness
25 statements and Studio E's opening, which I have already

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1 mentioned, which I understand will be published in due
2 course. But before developing this account, and
3 hopefully to assist orientation through it, let me just
4 set out a few points that were listed at the beginning
5 of Studio E's written opening statement. This is in
6 order to summarise its considered position on matters
7 relevant to this phase of the Inquiry.

8 First, having retrospectively examined and
9 considered it, Studio E does believe that the relevant
10 regulatory system was not fit for purpose, and appears
11 to have permitted the routine use of unsafe cladding
12 materials on buildings for many years.

13 Product manufacturers produced materials and testing
14 data which had the effect of misleading designers to
15 consider that their products were safe.

16 Third, at the time of the project, Studio E did not
17 have any knowledge that the products used on the tower
18 were unsafe, and there was no information available to
19 it or, as it understands, to other architects and
20 designers which would have reasonably alerted it to any
21 lack of safety.

22 Fourth, whilst it will continue to examine this
23 question and will listen to and, where it should, accept
24 any criticisms levelled against it, from its
25 understanding of the industry and awareness of the

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1 volume of tall buildings at the time with materially
2 similar external surfaces, Studio E does consider that
3 it acted as would be expected of a reasonably competent
4 architect in its position.

5 Sir, this summary is necessarily a preliminary
6 analysis. I must stress it is not an attempt to
7 pre-judge the evidence to come. It is not an attempt to
8 pass the buck. Studio E will listen carefully, and its
9 understanding, like everyone else's, will develop over
10 the coming days and weeks.

11 As an organisation, and most importantly as human
12 beings within that organisation, everyone associated
13 with this company wants to understand and learn, however
14 painful that might be.

15 I must also make it clear that this summary and
16 what's in the written opening is based on the evidence
17 that Studio E has to date been able to consider. The
18 truth is that, due to the funding restrictions, Studio E
19 has not been able to consider with its advisers all
20 evidence disclosed by the Inquiry or by the other core
21 participants. It and they have focused on the materials
22 that it's anticipated will relate most to Studio E's
23 role on this project.

24 That has included the report of the Inquiry's
25 appointed expert architect, Mr Paul Hyett. Mr Hyett's

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1 report is over 500 pages, and Studio E's preliminary
2 analysis has identified numerous what it regards as
3 technical or factual inaccuracies in key regards.
4 Further, Studio E does disagree with many of the
5 opinions expressed by Mr Hyett in that report.

6 In order to assist hopefully everyone who has to
7 consider this question, in the time that has been
8 limited and afforded to Studio E since the disclosure of
9 that report, it has responded to that report by way of
10 an opening statement which sets out a detailed but not
11 exhaustive appendix setting out its concerns and where
12 it considers these inaccuracies may impact on the
13 Inquiry's ability to comply with its terms of reference.
14 Studio E understands that that appendix will be
15 published, certainly in due course.

16 Sir, I have said all of this by way of summary,
17 because it is set out in the written opening statement
18 of Studio E. However, I make clear that I have
19 carefully listened to Mr Millett's opening statement,
20 and particularly his admonishment of the corporate core
21 participants for not making admissions and identifying
22 their own failings. Mr Millett urged all involved to
23 consider carefully their positions and all witnesses to
24 give truthful, full evidence.

25 Sir, I assure you, as I have already said, that

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1 Studio E will continue to give that careful
2 consideration, and, as I have already said, it will
3 recognise and accept criticisms levelled against it
4 where it is appropriate to do so. And I assure you that
5 its witnesses intend and want to give as much assistance
6 as possible to the Inquiry through their evidence, and
7 there is no question at all but that they will give
8 truthful accounts of their involvement throughout this
9 project.

10 So let me turn to the chronology of Studio E's
11 involvement in the project, and I'll begin with its
12 appointment. But in giving this chronology, I am aware
13 that Counsel to the Inquiry has provided a short summary
14 of that of its own this morning.

15 Starting with the appointment, Studio E's
16 involvement arose from its work in 2011 on the
17 Kensington Academy and Leisure Centre on the site next
18 to Grenfell Tower. Studio E had been appointed on the
19 academy project following an open tender process, and
20 during the course of those works, the Royal Borough of
21 Kensington and Chelsea informed Studio E of its
22 intention to refurbish Grenfell Tower.

23 The council introduced Studio E to the Kensington
24 and Chelsea Tenant Management Organisation, or the TMO,
25 and the council and the TMO indicated their intention to

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1 maximise the potential benefits from appointing the team
2 from the academy project onto the Grenfell Tower
3 project.

4 In early 2012, the TMO provided Studio E with
5 a brief for the tower project, which included addressing
6 poor energy efficiency in the tower by, amongst other
7 things, replacing the existing windows to the flats and
8 overcladding the tower.

9 Following this, Studio E assisted the TMO in
10 contacting the team involved in the KALC project for the
11 works to Grenfell Tower, and this included the fire
12 consultant, Exova. This arose from the initial meeting
13 with the TMO, where Studio E raised its view that
14 specialist fire safety advice may be required on the
15 project. This recommendation was accepted by the TMO,
16 and Studio E was instructed to approach Exova to provide
17 a quote for the provision of specialist fire consultancy
18 services. The TMO subsequently engaged Exova as its
19 fire engineer. The TMO's agent, Artelia, was
20 responsible for co-ordinating the appointment process on
21 the TMO's behalf.

22 Having explained that initial involvement, let me
23 turn to the project planning, which was the next stage
24 in the project.

25 During the early part of the project, Studio E's

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1 work mainly included preparing the application for
2 planning permission. A priority for the envelope at
3 this stage was to agree the appearance of the tower with
4 all stakeholders and the planning authority. This took
5 the form of extensive discussions over an extended
6 period of time, involving the planning authority, the
7 TMO, local councillors, Studio E and other consultants.

8 In selecting the materials to be proposed in the
9 planning application, and to ensure that all relevant
10 considerations were identified, Studio E engaged with
11 numerous consultants, including Exova and different
12 suppliers.

13 While various issues were raised which were then
14 considered and resolved, such as costs, durability,
15 method of installation, procurement factors and the
16 like, none of these consultants or suppliers raised any
17 queries or concerns regarding the brief to overclad the
18 tower, or the compliance of the cladding and its
19 components with the building regulations. In fact,
20 Studio E was directed to other high-rise residential
21 buildings using similar materials to those under
22 consideration for the tower.

23 During this time, the TMO was in negotiations with
24 Leadbitter, who was the contractor on the KALC project,
25 regarding its involvement in the refurbishment works.

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1 The negotiations were unsuccessful and, following its
2 initial involvement in the project, Leadbitter fell
3 away, thereby depriving the project team of early
4 contractor advice and, indeed, causing significant
5 delay.

6 Once it became clear that Leadbitter was not going
7 to be appointed, the TMO took the decision to put the
8 project out to tender on a design and build basis, and
9 instructed Studio E and the rest of the design team to
10 prepare the tender documents.

11 That's the next stage of the chronology that
12 I address. It relates to the preparation of the
13 employer's requirements, which form an important part of
14 the tender documents.

15 The employer's requirements provide a description of
16 what the employer -- in this case the TMO -- is looking
17 to achieve on the project, including the specification
18 for the building, the scope of services required from
19 the contractor, and an allocation of risk for unknown
20 items.

21 The employer's requirements are not a completed
22 design. The detailed design was expressly envisaged to
23 be developed once a contractor was appointed. Studio E
24 prepared its contribution to the employer's requirement
25 and other members of the design team were responsible

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1 for preparing drawings, specifications and schedules
 2 relating to their design packages. For example,
 3 mechanical and electrical engineering was done by
 4 Max Fordham, structural engineering by Curtins, fire
 5 safety engineering by Exova, landscaping by Churchman,
 6 and others too. As part of this, for instance,
 7 Max Fordham advised on the thermal performance of the
 8 building envelope and proposed the use of Celotex FR5000
 9 for the rainscreen cladding insulation.

10 To the extent the packages had interfaces with each
 11 other, Studio E considered that it did have
 12 a co-ordination role. During the preparation of the
 13 employer's requirements, Studio E engaged with a number
 14 of manufacturers, fabricators and installers, including
 15 Harley, in addition to collaborating with the other
 16 consultants. Studio E provided each entity with what it
 17 regarded as sufficient details to identify the necessary
 18 requirements for the tower, including elevation
 19 drawings, and some were invited to site.

20 From such enquiry, it would have been self-evident
 21 to any manufacturer, fabricator and/or installer that
 22 its products would need to comply with the relevant
 23 regulatory regime. Again, none of the entities
 24 contacted by Studio E raised any queries or concerns
 25 regarding the brief to overclad the tower or the

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1 compliance of the cladding and its components with the
 2 building regulations. Indeed, and again, it was pointed
 3 out to Studio E that other high-rise residential
 4 buildings used similar materials to those under
 5 consideration for the tower.

6 Studio E relied on the advice of the appointed
 7 consultants and the suppliers and specialists that it
 8 consulted that the products being considered were
 9 suitable for the intended purpose, and it does consider
 10 that it was reasonable and appropriate for it to do so.
 11 Had any specialist raised any concerns or even queries,
 12 its conduct on the project demonstrates that it would
 13 have acted upon them.

14 Save for some limited queries which were set out in
 15 the Studio E Rule 9 witness statements, neither Exova
 16 nor Building Control raised any queries or concerns
 17 regarding that brief, or with compliance of the cladding
 18 with the building regulations. Indeed, the advice
 19 provided by Exova in its fire strategy report regarding
 20 compliance with part B4 of the building regulations was
 21 that the proposed changes -- that is the overcladding
 22 proposals -- will have no adverse effect on the building
 23 in relation to external fire spread, and that this would
 24 be confirmed in a future issue of the report, though no
 25 future issue of the report was provided.

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1 The project was a design and build procurement, and
 2 the products and materials referred to in the employer's
 3 requirements were not prescriptive. The eventually
 4 successful contractor, Rydon, and its specialist
 5 subcontractors had discretion to propose alternative
 6 products and materials, and it was contractually
 7 responsible for the entire project, including the design
 8 of all aspects. I will turn to that again just in
 9 a moment.

10 The employer's requirements expressly required that
 11 the tendering contractors would carry out detailed
 12 design of the rainscreen cladding system, and therefore
 13 had discretion as to how to carry out that design and to
 14 propose alternative materials to those referred to in
 15 the specification. The requirements also required that
 16 any materials complied with specified performance
 17 standard.

18 As I say, having mentioned Rydon, let me turn next
 19 in the chronology to its appointment as the design and
 20 build contractor.

21 Rydon held itself out as having a speciality in
 22 refurbishing affordable housing, including high-rise
 23 residential towers. Upon appointment, Rydon took on
 24 design responsibility for the project, and that is
 25 an important point that is sometimes overlooked. Rydon

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1 was responsible for developing the design and
 2 specification contained in the employer's requirements
 3 into something that could be built. Rydon appointed
 4 various specialist subcontractors, who were responsible
 5 for the design of their package of works on the project,
 6 such as the M&E engineering subcontractors, JS Wright &
 7 Co Limited, and the cladding subcontractors, Harley.

8 Harley was particularly experienced in high-rise
 9 residential refurbishments and Studio E understood had
 10 worked with Rydon before, such as on the Chalcots Estate
 11 and Ferrier Point projects, which used, it's understood,
 12 similar cladding to that used on this project.

13 Studio E was appointed by Rydon to provide
 14 architectural services during the construction stage of
 15 the project. A significant proportion of Studio E's
 16 time post-contract was spent on the four mixed-use
 17 floors below the 20 residential floors, which Studio E
 18 understands aren't relevant to the Inquiry's
 19 investigation.

20 At this time, in around April 2014, Studio E's
 21 operation as a partnership under the name Studio E LLP
 22 ceased trading, and Studio E Architects Limited took
 23 over the works. The change in entity had no connection
 24 to the works at the tower, and did not lead to any
 25 changes to the staff on the project.

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1 When Rydon appointed Studio E, it confirmed that it
2 tended not to use architects to the extent that other
3 contractors might do. Rydon envisaged Studio E's role
4 being more responsive, with Rydon maintaining a greater
5 degree of control over the design process than Studio E
6 would normally expect from a design and build
7 contractor.

8 Its appointment with Rydon was only formalised
9 towards the end of the project. Harley was Rydon's
10 specialist subcontractor, to which Studio E understands
11 Rydon had delegated its design responsibility for the
12 cladding façade. Studio E's role included providing
13 comments on Harley's developing detailed design drawings
14 from the perspective of the architectural intent. This
15 included aspects such as siting, spatial arrangements,
16 amenity, tolerances, dimensional co-ordination,
17 appearance, proportions, colours or finishes of the
18 products. Studio E did not consider that the review of
19 these drawings was to check that they were technically
20 correct or necessarily compliant with building
21 regulations.

22 The subcontract package for which Harley was
23 responsible was specialist in nature, and Studio E was
24 not responsible for identifying technical errors in the
25 designs and/or specifications of these specialist

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1 disciplines. It was for Rydon and its specialist
2 subcontractors to determine whether the materials
3 proposed for the cladding and its fixtures were suitable
4 and met the relevant requirements as set out in the
5 employer's requirements.

6 Studio E, though, was responsible for co-ordinating
7 the building controls approvals process and
8 co-ordinating between Building Control and the relevant
9 entities to resolve queries to Building Control's
10 satisfaction. Studio E carried this out in accordance
11 with Building Control's specific requirements and
12 resolved this to their satisfaction. Studio E also now
13 understands that there was direct contact with
14 Building Control and other parties on the project that
15 did not involve Studio E. Of course, Building Control
16 ultimately certified the works as compliant.

17 Studio E does consider that it is of central
18 importance to the Inquiry's investigations that
19 building control departments or approved inspectors
20 across the country have certified similar buildings.
21 According to the MHCLG's update of 14 November 2019, 436
22 other buildings above 18 metres have been reported as
23 being clad in aluminium composite materials. Studio E
24 understands that this figure does not include buildings
25 with materials with similar properties to ACM. This

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1 appears to demonstrate a systemic issue which has had
2 repercussions across every area of the construction
3 industry, for the many residents that find themselves in
4 buildings which are now considered to be unsafe, and of
5 course for those connected to the tragedy of
6 Grenfell Tower.

7 Studio E wholly supports the Inquiry's
8 investigations and hopes that these investigations
9 establish why so many professionals and building control
10 departments across the country considered these
11 materials to be suitable for use on buildings of this
12 kind prior to June 2017.

13 Sir, it's hoped that this broad summary is of some
14 assistance to the Inquiry and to those who are not
15 familiar with the background to the project. As this
16 Inquiry progresses, it will be necessary to examine the
17 detail of these events, and it's very much hoped that
18 the Rule 9 statements and the detailed opening will
19 assist in this regard.

20 Sir, that completes all I wish to say by way of
21 opening statement.

22 I conclude by expressing once again the heartfelt
23 condolences and sympathies of all those associated with
24 Studio E, and I also repeat, as I am instructed to, that
25 each person associated with Studio E who will give

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1 evidence to this Inquiry in the coming days wants to
2 assist the Inquiry to the absolute best of their
3 ability, and it wants to work with you and the
4 Inquiry team to achieve the stated aims of this phase,
5 to examine the circumstances and causes of the disaster,
6 including how Grenfell Tower came to be in the condition
7 which allowed the fire to spread in the way it did, and
8 I assure you that that is what it will seek to achieve
9 at every stage.

10 Sir, I thank you, and those are my submissions.

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

12 That might be a convenient point for us all to have
13 a break. We are running slightly ahead of ourselves.

14 So I will suggest that we break now and resume at 11.45,
15 and then we shall hear from the representative of Rydon.

16 MR MILLETT: Rydon is next.

17 SIR MARTIN MOORE-BICK: Right. 11.45, then, please.

18 (11.30 am)

19 (A short break)

20 (11.45 am)

21 SIR MARTIN MOORE-BICK: Now, the next statement is going to
22 be made, I think, by Mr Taverner on behalf of Rydon.

23 Yes, Mr Taverner.

24 Opening statement on behalf of Rydon Maintenance Limited
25 by MR TAVERNER

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1 MR TAVERNER: Good morning, madam. Good morning,
2 Mr Chairman.

3 I appear on behalf of the company, Rydon Maintenance
4 Limited, and I am instructed by and on behalf of
5 Mr Nick Young of DACB Solicitors. I will refer to the
6 company as "Rydon".

7 Rydon's employees, past and present, 21 or so in
8 number, have engaged separate lawyers, Pinsent Masons
9 and TLT.

10 As the Inquiry embarks on Phase 2, the repeated
11 condolences and sympathies expressed by all those
12 connected with the refurbishment of Grenfell Tower might
13 seem hollow to the bereaved, survivors and relatives.
14 No one, however, including those of us who have visited
15 the tower since the fire, could feel anything other than
16 deep sorrow and profound regret at the circumstances
17 which resulted in such a dreadful tragedy. Rydon and
18 its representatives repeats its sincere condolences and
19 will continue to assist the Inquiry as fully as it is
20 able. The ramifications of the disaster continue to
21 haunt Rydon and their employees and will do so for the
22 rest of their lives. I can assure all, absolutely, that
23 Rydon is committed to assisting the Inquiry in finding
24 the truth.

25 As to the assistance so far given to the Inquiry by

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1 Rydon, it has disclosed over 91,000 documents. It has
2 provided two Rule 9 statements, dated 23 November 2018
3 and 5 March 2019, and the first of which is over
4 240 pages long.

5 During Phase 1, Rydon produced a position statement
6 dated 9 February 2018, and a written opening and closing
7 dated 15 May 2018 and 6 December 2018 respectively.
8 Rydon has produced a 47-page written opening for this
9 Phase 2 Module 1, and that can be found at Relativity
10 {RYD00094360}.

11 Rydon's employees have provided the Inquiry with
12 statements between 5 September 2018 and
13 14 November 2019. 15 of those have been released by the
14 Inquiry to date. The Inquiry is due to hear from eight
15 of those individuals in the course of Module 1.

16 Finally, we responded to the invitation from the
17 Inquiry to propose questions which the Inquiry counsel
18 may wish to explore with witnesses.

19 Turning now, if I may, to this oral opening.
20 Obviously it would be of no great assistance to the
21 Inquiry simply to repeat our written submissions, and in
22 broad terms what I intend to do is make some preliminary
23 observations and then briefly highlight certain aspects
24 of our written opening, and I estimate that I will be
25 finished well within an hour.

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1 I make three preliminary observations, if I may.

2 The first involves comments in the written openings
3 of some core participants that the employees' witness
4 statements do not deal either at all or in sufficient
5 detail with all of the criticisms levelled against it.

6 May I say in part response at least that those
7 statements were prepared before the Inquiry expert
8 reports were released on 31 October of last year. It is
9 in these reports, and in particular that of Mr Hyett,
10 the Inquiry's architectural expert, that specific
11 criticisms emerge.

12 The witness statements were prepared well before
13 notice of other matters raised by other core
14 participants in their openings released just ten or so
15 days ago.

16 How matters unfold during the course of questioning
17 of all witnesses of fact assisting the Inquiry, and how
18 the Inquiry experts respond to issues raised by certain
19 core participants with regard to their reports, all
20 remain to be seen.

21 It is depressingly clear from the core participants'
22 written openings that there are differences certainly as
23 to the perceptions as to how certain decisions were
24 made. It's also clear that many core participants do
25 not accept to varying degrees the reasoning or

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1 conclusions of the Inquiry's experts.

2 For all these reasons, together with the fact that
3 important documents are still being released and
4 assimilated, we have concluded that it is not helpful in
5 the course of an opening such as this to either predict
6 or assume what will emerge from the evidence during the
7 course of the forthcoming months, or indeed to argue
8 a position.

9 Rydon, and indeed all parties, it is suggested, will
10 be in a much better position to assist the Inquiry in
11 its closing submissions scheduled for October of this
12 year. This approach may also have the added advantage
13 of the Inquiry having all of Rydon's submissions on
14 Modules 1 to 3 all in one place, rather than to have
15 them collated from one particular source. But of course
16 on that matter Rydon will be guided and governed by the
17 Inquiry.

18 My second observation relates to the order in which
19 the Inquiry's hearing the witnesses of fact. Rydon
20 notes that the first five Module 1 key issues are set
21 out chronologically. Those issues start, as outlined by
22 Mr Millett this morning, with the decision to refurbish
23 before then moving through the procurement and planning
24 stages, to then the consideration, the important
25 consideration, of the design and selection of relevant

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1 products and their compliance with regulatory ADB and
2 industry standards.
3 Briefly, in setting the context of and for the
4 chronology, firstly, Rydon only had a peripheral
5 involvement until the publication of the Official
6 Journal of the European Union notice and the
7 pre-qualification questionnaire process in September of
8 2013.

9 Rydon featured more prominently following the
10 invitation to tender in November 2013, and Rydon was
11 informed in early March of 2014 by TMO that its bid had
12 been successful.

13 Rydon and TMO subsequently entered into an amended
14 design and build contract signed on 30 October 2014, and
15 of course we know that practical completion of the
16 refurbishment works was certified as being 4 July 2016,
17 less than a year before the tragedy.

18 Rydon's significant involvement in the project,
19 therefore, came after the decisions to refurbish, the
20 decisions made as to the procurement routes and,
21 further, the initial appointments at least of many of
22 the professionals involved at Grenfell Tower.

23 Rydon's involvement, therefore, postdated by some
24 time the involvement of many of the core participants,
25 including RBKC and TMO, and also Artelia, Studio E, CEP,

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1 Exova, Max Fordham and Harley.

2 Notwithstanding it is right that some important
3 design decisions were made subsequently, by the time of
4 Rydon's appointment, significant decisions relating to
5 the refurbishment works had been made, which led to what
6 has been described by some as a more prescriptive
7 employer's requirements as opposed to a more
8 performance-based specification being put out to tender.

9 We understand, of course, the impossibility of
10 calling witnesses to reflect a strict chronology
11 relating to what decisions were made, by whom, and, all
12 importantly, why. All are integral to the exploration
13 of the Module 1 key issues, and there are many strands.
14 We simply observe at this stage that Rydon's personnel
15 are due to be called earlier on in the process and
16 before many of those who will be giving evidence as to
17 how preceding decisions were taken.

18 My third and final preliminary observation starts by
19 noting that Module 1, and key issue 5 in particular, is
20 formulated as follows. I hope, Mr Chairman, you will
21 forgive me for reading it out:

22 "The cladding – design/selection decisions,
23 compliance (ADB/industry guidance), consideration given
24 to fire safety/risk. With particular focus on:
25 "a. ACM panels;

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1 "b. Rainscreen Insulation ..."

2 The key issue 5 then goes on to list other aspects
3 of focus.

4 The ACM panels installed at Grenfell as part of the
5 cladding system was of course Arconic's Reynobond PE,
6 polyethylene. The rainscreen insulation used was
7 Celotex RS5000.

8 Decisions relating to those products were clearly
9 informed by assumptions made by some core participants
10 as to the characteristics of Reynobond PE and Celotex
11 RS5000, and their understanding, right or wrong, of the
12 meaning of the building regulations and, in particular,
13 approved document guidance.

14 How those products were perceived by those involved
15 in the refurbishment at Grenfell cannot, we respectfully
16 suggest, be divorced from the manufacturer's claims
17 about the characteristics and properties of those
18 products, and what Arconic and Celotex, the company,
19 wanted the marketplace to believe when making those
20 claims.

21 There will, therefore, in our submission, inevitably
22 be an overlap between the investigations being carried
23 out during the course of the evidence in Module 1 and
24 those matters to be considered in Module 2. The fact of
25 this overlap is in fact reflected in many of the

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1 parties' written opening submissions for Module 1, and
2 the fact that, of course, Arconic and Celotex have both
3 given written opening submissions, and will be heard in
4 the course of this week orally.

5 I turn now, if I may, to address more substantive
6 issues, and I do so in the following order: first, the
7 position of Rydon; second, the position of Studio E and
8 Harley; and, thirdly, the role of Arconic and Celotex in
9 the design selection decisions and the consideration
10 given by them to fire safety risk.

11 I turn, first, to Rydon. It's understandable that
12 the focus first falls on Rydon, it being the design and
13 build contractor.

14 Rydon was first invited to tender, as I have said,
15 in September of 2013. It was effectively engaged in
16 March of 2014, and formally contracted by TMO in October
17 of 2014. It is accepted by Rydon that it took on
18 express and implicit contractual obligations relating to
19 the quality and standards of the design and construction
20 of the refurbishment works. Properly performing those
21 qualitative obligations, as is usual in a design and
22 build context, required Rydon accessing the skills and
23 specialist knowledge for many diverse disciplines.

24 On the design side and relating to the cladding in
25 particular, Rydon needed to engage architectural and

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engineering know-how, and also expertise from specialist subcontractors. Those particular professional skills were not expected to be held in-house by a company such as Rydon. It is commonplace, as happened in this case, for a design and build contractor to delegate tasks by way of consultant engagements and specialist subcontracts.

Notwithstanding that delegation, it is acknowledged that Rydon still retained a contractual responsibility for the performance of those parties to whom it delegated those or indeed any tasks. It is important that we emphasise, however, that delegation in this way should not be viewed as being in any way unusual or atypical in approach.

Also typical in this approach is that a design and build contractor will inherit and take on the professionals already involved in the project, being those who have progressed the design to the stage where it is sufficiently developed for the employer to feel comfortable with what is then to be tendered. There is a good technical reason that: it gives rise to project-specific continuity in the design process, which should, if the process works properly, reduce the risk of errors or omissions in that design.

This taking on of the existing professional team is

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often done by way of what is called novation, the professional's engagement being transferred, in effect, from the employer to the design and build contractor. In this case, it was not strictly a novation. Rydon engaged Studio E on specific and all-embracing terms.

There is no suggestion from Mr Hyett, the Inquiry's architectural expert, or indeed, as we understand it, any of the other Inquiry experts, that Rydon should be criticised for continuing with or engaging either Studio E as architects or using Harley as specialist cladding package subcontractors in seeking to fulfil Rydon's contractual duties. Indeed, Mr Hyett explores in his report and comes to the conclusion, it appears, that Studio E had a respectable reputation, and they appeared to have all the necessary architectural, design and technical as well as organisational and management skills to be needed and required to undertake the project.

Both Studio E and Harley, the latter on a non-contracted basis, had been involved earlier in the process than Rydon and had been trusted by TMO and RBKC.

Like Rydon, Studio E's contracts of engagement and Harley's subcontract defined the scope of their obligations. It defined their tasks and the standards by which each of Studio E, Harley and Rydon should be

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judged in determining whether they carried out those tasks properly.

Exploring what was delegated to whom and on what basis is an important part, we respectfully submit, of the fact-finding process. By referring to those matters, Rydon is seeking to explain what it did and why it did it.

Apart from their contractual obligations, Rydon also acknowledges here that, as a result of what Rydon and its employees actually did in seeking to perform its duties under its contract with TMO, it assumed certain duties of care to third parties to its contract and, in particular, to the occupants of Grenfell Tower.

Although it is not the job of the Inquiry to determine civil liability, Rydon and indeed any other parties' legal responsibility to third parties to the contract, and indeed moral culpability, must, we respectfully suggest, be considered in the light of the obligations that any particular party took on under their respective contracts, and in what that party did or did not do in order to discharge those obligations.

That includes, from Rydon's position, what it considers was the reasonable delegation of certain tasks to parties such as Studio E and Harley. What tasks were delegated and whether it was reasonable by the standards

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then operating at the time to do so is a matter which will, it is anticipated, be considered carefully by the Inquiry.

We note that there appears to be a factual issue as to what extent, if at all, Rydon in fact required less of Studio E than the agreed services set out in its terms of engagement. Those matters, and in particular whether the task of considering compliance with the building regulations of the cladding system was in any way diluted, will need to be considered by the Inquiry in its exploration of the evidence.

In all of this, and when dealing with standards, I hope it's not too simplistic to say that the skills and standards and experience of a professionally qualified architect are not necessarily the same as those held by a specialist cladding subcontractor or, indeed, an experienced design and build contractor.

Can I first turn now to look at Studio E and what tasks were delegated to Studio E. We know, and it has been outlined already this morning, Studio E had been engaged in the first instance by TMO. There is a lack of clarity as to the terms, but it appears to have included incorporation of the RIBA Standard Conditions of Appointment for a Consultant 2010. Those are RIBA standards required only materials which complied with

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1 the building regulations to be specified .
 2 Studio E was subsequently engaged by Rydon. The
 3 terms of that engagement are set out in the deed
 4 executed on 3 February 2016, retrospective in effect and
 5 signed by Studio E. Those terms of engagement can be
 6 found on the Relativity system at {SEA00014274/3}.
 7 Those terms of engagement included a schedule of
 8 architectural services which Studio E agreed to provide.
 9 That particular document can be found at the same
 10 reference but {SEA00014274/11}. Those particular
 11 services included -- and there are many that are
 12 material, but for present purposes they included
 13 paragraph 7, the services allocated to Studio E were:
 14 "Responsibility for co-ordinating Building
 15 Regulation approval for and on behalf of the
 16 contractor."
 17 The contractor of course being Rydon.
 18 Importantly, at paragraph 8:
 19 "Seek to ensure that all designs comply with
 20 Statutory Requirements, including Scheme Development
 21 Standards."
 22 "Statutory requirements" includes the building
 23 regulations .
 24 At paragraph 13 of the services {SEA00014274/12},
 25 Studio E was required to:

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1 "Co-ordinate any design work done by consultants,
 2 specialist subcontractors, subcontractors and
 3 suppliers."
 4 Paragraph 15:
 5 "Liaise with various Statutory Bodies as reasonably
 6 required [including] Fire Authorities ..."
 7 Finally, by paragraph 27, to:
 8 "Examine Subcontractors' and Suppliers' drawings and
 9 details, with particular reference to ... performance
 10 criteria ..."
 11 Mr Hyett, we respectfully suggest, rightly
 12 identifies that responsibility for ensuring that
 13 material specified in the NBS specification, which
 14 formed part of the invitation to tender and ultimately
 15 part of the contract, complied with the relevant
 16 building regulation and statutory guidance.
 17 None of the tasks delegated to Studio E was in any
 18 way unusual by industry norms and practices operating at
 19 the time.
 20 Turning now briefly to Harley, they were
 21 specifically engaged as the envelope package
 22 subcontractor by Rydon. They installed the cladding
 23 system, including Reynobond PE, Celotex and the fire
 24 barriers .
 25 There is no issue that a letter of intent under

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1 cover of an email dated 25 July 2014 governed Harley's
 2 appointment by Rydon, which described the authorised
 3 works "design of the façade works". The reference there
 4 at Relativity, is {HAR00010057/1}.

5 At paragraph 35 of our written opening submissions
 6 {RYD00094360/16}, we say this:

7 "A Harley witness acknowledges that it is normal
 8 practice for the façade contractor to consider
 9 compliance with the Building Regulations. Indeed Harley
 10 was, pursuant to cl 2.1.1 of [the terms and
 11 conditions] ..."

12 Those are the terms and conditions of the DOM2 JCT
 13 2011 standard form, pursuant to that clause, required to
 14 ensure that its work complied with the building
 15 regulations .

16 It's also to be noted, and it was this morning by
 17 Mr Millett, and it reflects the importance of the roles
 18 of Studio E and Harley, that both those parties -- and
 19 again, as is not uncommon -- entered into a collateral
 20 contractual relationship with TMO through warranties
 21 which were dated 25 April 2016. In short, both Studio E
 22 and Harley undertook to TMO directly that they had or
 23 would comply with the duties that they had taken on
 24 under the terms of the engagement and contracts that
 25 they had entered into with Harley.

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1 Having considered briefly Studio E and Harley,
 2 I should pause here just to make one particular point,
 3 if I may, and it's one point of particular confusion.

4 It is incorrect to conflate the concept of
 5 a contractual responsibility, which Rydon undoubtedly
 6 held, to carry out a particular task to a particular
 7 standard and the actual carrying out of that task.

8 At some stage during core participants' written
 9 opening submissions, it has been said that "Studio E,
 10 Rydon and Harley designed the cladding system". It's
 11 absolutely right that Rydon took on a contractual
 12 liability under the contract with TMO relating to the
 13 design of the contractual system. That is not disputed.
 14 It is not right, with respect, to suggest that Rydon
 15 in fact designed the cladding system. What they did do,
 16 we submit, was properly and fairly delegate those tasks
 17 to others who held themselves out as having the
 18 appropriate skills to do so. It is an important and
 19 fundamental distinction. We also say that proper
 20 delegation of responsibility cannot be fairly
 21 characterised as abrogating responsibility .

22 I mention briefly here Exova, the fire specialist .
 23 Exova is criticised at some length in the reports of the
 24 Inquiry experts, we note in particular the reports of
 25 Dr Lane and Mr Hyett. The chronology relating to

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1 Exova's involvement is long and much of it pre-dates the
2 involvement of Rydon. Again, what they were asked to do
3 and by whom and what they actually did will become clear
4 over the following weeks and months of the Inquiry.

5 Rydon did not contract with Exova, but are
6 criticised for not appointing them or another fire
7 specialist after Rydon came on board. Again, those
8 particular matters must be explored with the witnesses.
9 But at this juncture we only seek to highlight that it
10 was never suggested to Rydon by Studio E or Harley that
11 they needed further input from Exova to enable the safe
12 completion of the refurbishment project at Grenfell.

13 Consideration may also have to be given as to how,
14 if at all, events would have materially altered had
15 Exova been more involved.

16 I turn finally to consider Arconic and Celotex, both
17 of whom have put in openings to Module 1 and are due to
18 make oral openings in the coming days. I do so, if
19 I may, in the context of some comments with regard to
20 the building regulations.

21 At paragraph 20.1, page 47 of its opening
22 submissions {BSR00000061/47}, the BSR number 1 team says
23 this:

24 "... ADB is fundamentally not fit for purpose and
25 Central Government has been aware of that since 2000."

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1 This is plainly right. It is a theme which has been
2 picked up by many in the industry with a degree of
3 unanimity. For example, we note that in Studio E's
4 written submissions it references the RIBA submissions
5 to the call for evidence by the Independent Review of
6 Building Regulations and Fire Safety, and its response
7 to the Dame Judith Hackitt interim report.

8 There is, however, and respectfully, a tension
9 between this recognition and the criticism that Rydon
10 ought to have been aware or brought to the attention of
11 its professional consultants and its specialist
12 subcontractors, employed for the purpose of ensuring
13 compliance with the building regulations, that the
14 specification of Reynobond and Celotex was contrary to
15 ADB and thus the building regulations.

16 What is clear, however, is that Reynobond and
17 Celotex RS5000 were, with such tragic and catastrophic
18 consequences, specified as part of the design of the
19 cladding system.

20 Studio E says at paragraph 12.17 -- this is page 29
21 of its written opening {SEA00014642/29} -- that Studio E
22 relied on the advice of appointed specialists and
23 suppliers that the products that were being considered
24 were suitable for their intended purpose.

25 Without trespassing too much on Module 2 matters --

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1 and I do so briefly, I hope -- I do ask for the
2 following matters to be borne in mind when considering
3 the evidence of the Module 1 witnesses as to how and why
4 decisions were made.

5 The first relates to the rainscreen cladding. It's
6 oft been repeated, and rightly so, that the Inquiry
7 concluded in the Phase 1 report that the principal
8 reason why the flames spread so rapidly down and around
9 the building was the presence of the aluminium composite
10 material, the ACM, rainscreen panels with polyethylene
11 cores which acted as a source of fuel.

12 Decisions were taken during the Grenfell project
13 that ACM would be used, and it would be Reynobond PE in
14 cassette as opposed to riveted form. Rydon was
15 of course aware of those decisions and approval for
16 their use was in effect ultimately given by
17 Building Control.

18 I do point out this: an employee of Arconic, and his
19 name is Mr Wehrle, Arconic's Mr Wehrle states at
20 paragraph 63 of his September 2019 witness statement
21 {MET00053105} that he believes that cassettes perform
22 more poorly than riveted panels because when the
23 polyethylene core melts due to the heat of the fire, it
24 tends to pool at the bottom of the cassette until it
25 reaches the point of autoignition and flashes over.

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1 With that in mind, it's right to note that a British
2 Board of Agrément, or BBA, certificate was issued on
3 14 January 2008 which certified Reynobond PE. It was
4 the only BBA certificate ever issued with regards to
5 Reynobond PE, and the certificate did not distinguish
6 between Reynobond PE in cassette or in riveted form.

7 The BBA certificate can be found at {ARC00000678/1}.
8 On the face of the certificate, it states as follows:

9 "Behaviour in relation to fire -- in relation to the
10 Building Regulations for reaction to fire, the panels
11 may be regarded as having a Class 0 surface in England
12 and Wales, and a 'low risk' material in Scotland ..."

13 Under "Technical Specification", section 1 of the
14 certificate at page 3 {ARC00000678/3}, it says as
15 follows:

16 "The panels are available either plain edged
17 (riveted system) or flanged (cassette system) to suit
18 architectural requirements ..."

19 The certificate states at section 6.1
20 {ARC00000678/5}, and the only part of the certificate
21 that deals with a non-FR or fire resistant panel, that:

22 "A standard sample of the product, with a grey/green
23 Duragloss 5000 coating, when tested for reaction to
24 fire, achieved a classification of B-s2, d0 in
25 accordance with EN 13501-1: 2002."

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1 Classification B is a European classification . No
2 distinction is drawn here or indeed anywhere else in the
3 certificate between the riveted and cassette forms of
4 the Reynobond PE panels.

5 Finally , at section 6.3 of the certificate :
6 "As a consequence of sections 6.1 and 6.2 [6.2 deals
7 with the FR version of the panels] the products may be
8 regarded as having a Class 0 surface in relation to the
9 Approved Document B of The Building Regulations
10 2000 ..."

11 This final statement nor anywhere in the certificate
12 distinguishes between the fire resistant and
13 polyethylene grades of Reynobond in their riveted or to
14 contrast cassette forms.

15 The BBA certificate is an important document as it
16 is intended to be and is relied upon by construction
17 professionals , as it was in the case of the
18 Grenfell Tower refurbishment project , to contain
19 accurate statements and information . A copy of this
20 2008 BBA certificate was sent to Harley and CEP -- CEP
21 being Harley's subcontractor -- by Arconic's
22 representative in the UK on 23 April 2014 just after the
23 engagement of Rydon . It was also circulated to Rydon .

24 I hope I do not mischaracterise his evidence when
25 I say that Mr Hyett , the Inquiry's expert , is slow in

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1 his report to criticise an architect such as Studio E
2 who might have relied on what it was said on the face of
3 the BBA certificate when making a decision to use PE,
4 particularly in its cassette form.

5 But the BBA certificate misrepresented the position ;
6 in January 2008 , when the certificate was issued , there
7 was no Euro class B classification for Reynobond PE in
8 cassette form as used at Grenfell Tower . By
9 December 2014 , Reynobond panels , even in their riveted
10 form , had been downgraded to Euro class C . Reynobond
11 cassettes were certified as being , at that stage , Euro
12 class E . The certificate was now , at this stage , and
13 remained misleading with regards to both Reynobond PE in
14 its riveted form and to Reynobond PE in its cassette
15 form .

16 The BBA certificate continued to state that
17 Reynobond PE was Euro class B , and that for the purposes
18 of Approved Document B under the building regulations ,
19 such panels may be regarded as having a class 0 surface .

20 Arconic did not notify the BBA . The certificate was
21 not altered . The first purchase order for Reynobond
22 cassette PE to be used at Grenfell Tower was not placed
23 with Arconic by CEP until 18 March 2015 .

24 I just should add , as far as we're aware , at no time
25 prior to the fire was the product tested to part 6 and 7

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1 of BS 476 . There was necessarily , therefore , no test to
2 show that it met the definition of class 0 contained in
3 appendix A of Approved Document B .

4 It appears that the reason why the terminology "may
5 be regarded" is used in the certificate is that there
6 were no test results showing Reynobond PE was class 0 ,
7 and that the conclusion was an assessment based in part
8 at least on the Euro class B rating .

9 Arconic , nonetheless , continued to use the BBA
10 certificate to promote sales of Reynobond and did so
11 specifically in the case of Grenfell Tower .

12 It is notable against that backdrop and in
13 May 2013 -- and I refer to an email of 13 May 2013 ,
14 reference {CEP00049717} -- that Arconic's representative
15 in the UK had emailed CEP and Harley subcontractors ,
16 assuring CEP that , as a result of the very close working
17 relationship between Arconic and its very small group of
18 approved fabricators , of which CEP was one , Arconic
19 would make sure that the right technical support ,
20 Reynobond specification and materials are being used and
21 installed on Reynobond projects .

22 As already mentioned , on 23 April 2014 , Arconic
23 emailed a copy of the BBA certificate to Harley and CEP ,
24 and we suggest that that could have only been done to
25 give comfort to Harley and CEP and informed the

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1 decisions that they made .

2 It's not surprising , in that context , that at
3 paragraph 63 of its opening submissions
4 {HAR00020573/20} , Harley says that if it had known that
5 Reynobond PE in cassette form was classified Euro
6 class E , as it was , Harley would not have considered it
7 as safe for use .

8 Finally , there are the further following features of
9 Reynobond PE to have in mind and Arconic's position .

10 During the refurbishment , Arconic knew that the
11 cassette panels were to be used at Grenfell Tower . They
12 knew that Grenfell Tower was more than 18 metres . They
13 knew that Celotex FR5000 , basically the same product as
14 RS5000 , was to be used . Arconic had been sent the
15 outline specification by CEP as early as
16 24 January 2013 . In that regard , we refer to an email
17 from CEP to Arconic enclosing the outline specification
18 dated 24 January 2013 at {CEP00048962} .

19 Worse still , we have seen recently information which
20 suggests that Arconic knew that Reynobond PE in general ,
21 and cassette form in particular , was dangerous . To
22 highlight what may be just the tip of an iceberg , we
23 draw the following to the Inquiry's attention .

24 On 30 June 2011 Claude Wehrle emailed
25 Guy Scheidecker , the sales and marketing director of

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1 Arconic, stating amongst other things this :
 2 "The classification obtained for the Reynobond PE
 3 cassettes is the same as that of competitors, ie 'F',
 4 and therefore not suitable for use on building façades
 5 (M4 in France for example) ..."
 6 The reference for that is {MET00053158_P04/27}.
 7 A few days later , on 6 July , Mr Wehrle wrote
 8 an internal report of a meeting he had held the previous
 9 day with a competitor. This report is at
 10 {MET00053161/21}.
 11 Under the heading "European fire regulation", he
 12 noted Reynobond PE in cassette form was classified Euro
 13 class E, but a B class is the minimum required for
 14 a façade in Europe.
 15 He went on:
 16 "For the moment, even if we know that PE material in
 17 cassette has a bad behaviour exposed to fire , we can
 18 still work with national regulations who are not as
 19 restrictive .
 20 "Some countries (Spain ...) are already working with
 21 EN13501 standards, and the PE in cassettes is no more
 22 usable there."
 23 He goes on:
 24 "The evolution of fire regulation will put the PE
 25 out portfolio market in the coming months. It's

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1 difficult to give a dead line do[sic] to the inertia of
 2 European Commissions."
 3 Mr Wehrle is also recorded, on the same document, as
 4 stating that an action point for himself was this :
 5 "... analyse how we can have a 'D' call with PE
 6 cassettes - maximum class possible and usable in some
 7 small buildings."
 8 It seems quite clear that in 2011 Arconic already
 9 considered that Reynobond PE cassettes could only be
 10 used in some small buildings. Some years later , on
 11 29 June 2015 -- a year or so before completion of the
 12 project , and two years or so before the fire -- in the
 13 context of discussing the use of PE and the French
 14 national standard, NFP92, Mr Wehrle said this :
 15 "My Opinion:
 16 "PE is dangerous on façades, and everything should
 17 be transferred to FR as a matter of urgency. The NFP92
 18 standard ..."
 19 The French standard, which could be interpreted as
 20 allowing its use, he said :
 21 "... should have been discontinued over 10 years
 22 ago!"
 23 He finishes by saying:
 24 "This Opinion is technical and anti-commercial, it
 25 seems ..."

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1 That document can be found at {MET00053158_P05/14}.
 2 Harley, at paragraph 62 of its opening submissions
 3 for this Module 1 {HAR00020573/20}, refers to an Arconic
 4 marketing literature produced in December 2016, after
 5 installation but before the fire , which states of
 6 Reynobond PE that it's only suitable for use in
 7 buildings up to 10 metres in height.
 8 Harley says that if it had had that advice it would
 9 not have used Reynobond with a PE core in the façade of
 10 Grenfell Tower.
 11 I move, if I may, finally just to consider Celotex.
 12 Celotex -- and, again, I look at this in the context of
 13 the analysis of witnesses of fact's decision-making --
 14 the way in which they made decisions.
 15 Celotex throughout knew that Celotex RS5000 was the
 16 installation to be used at Grenfell Tower. They knew
 17 that Grenfell Tower was over 18 metres. They knew that
 18 it was to be used with ACM cladding, and that appears
 19 from Celotex's written opening, paragraph 108.4
 20 {CEL00011945/49}.
 21 It will , of course, be explored during evidence, and
 22 there is a total lack of clarity from Celotex, but there
 23 are varying degrees of suggestion, that Celotex knew
 24 that the cladding was to be Reynobond, that it was
 25 Reynobond PE, and that it was in cassette form.

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1 We do know that on 11 February 2015 Harley provided
 2 Celotex with a Dropbox link to its construction
 3 drawings, and on 8 April 2015 and 20 May 2015 there were
 4 meetings between Celotex and Harley to discuss the
 5 installation of RS5000 at Grenfell Tower. By that time,
 6 it was clear that Reynobond PE in its cassette form was
 7 in fact to be used, the first batch having been ordered
 8 by CEP in about March 2015, we think.
 9 If Celotex did not know the details of the cladding,
 10 it seems they could have easily asked. Celotex also
 11 knew, of course, that their RS5000 insulation is made of
 12 PIR, and it was not compliant with paragraph 12.7 of the
 13 approved document, and that was because it is not of
 14 limited combustibility and will burn. We get that from
 15 Celotex's opening, paragraph 20.2 {CEL00011945/13}.
 16 The Inquiry will investigate how in those
 17 circumstances it came to be specified for use at
 18 Grenfell Tower. The specific and detailed history of
 19 the marketing and certification of Celotex RS5000 is
 20 of course the subject matter of Module 2. But we do
 21 point out even at this stage that it's reasonably
 22 apparent from documents already disclosed that in about
 23 2013, Celotex set about trying to break into the
 24 lucrative above 18-metre market for cladding insulation .
 25 It also seems clear that at that stage the market was

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1 then dominated by Kingspan K15, and Celotex sought to
2 break into the market by obtaining a BR 135 certificate
3 for an existing PI product of theirs, that is the
4 FR5000.

5 To get that certification, the BR 135 certification,
6 they had to submit a complete rainscreen cladding system
7 for testing, of which the PIR insulation would be one
8 element. Identifying a suitable system to submit to the
9 test proved a difficult task for Celotex, given the
10 combustibility of both the PIR insulation and that of
11 the ACM cladding panels typically being used at that
12 time for rainscreen cladding.

13 A Celotex internal email dated 1 November 2013 has
14 been identified by more than one core participant's
15 written opening as being relevant.

16 The email was written during the course of attempts
17 to obtain BR 135 certification, and it referred to the
18 difficulties. This document of 1 November 2013 can be
19 found at {CEL00000716}. But I quote from this document,
20 and this is Celotex:

21 "We cannot seem to find or design a suitable barrier
22 in which we have enough confidence that it can be used
23 behind a standard ACM panel which we know will melt and
24 allow fire into the cavity."

25 After going on to discuss the options for setting up

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1 BR 135 tests, the email concluded:

2 "Or do we take the view that our product
3 realistically shouldn't be used behind most cladding
4 panels because in the event of a fire it would burn?"

5 Notwithstanding this assessment of unsuitability,
6 Celotex submitted FR5000 for its BR 135 certification.

7 Celotex failed in the first attempt at obtaining
8 BR 135 certification but succeeded at the second. They
9 did this only by using a combination of cladding panels
10 and other component materials that were different from
11 those typically being specified and used in the industry
12 for rainscreen cladding installations.

13 We now know that one of the unusual components used
14 in the successful test was 6-millimetre non-combustible
15 magnesium oxide board used as reinforcement in the area
16 of the cavity barriers. This magnesium oxide board was
17 intended by Celotex to improve the performance of the
18 system and contribute to the passing of the test.

19 There are three matters arising. First, BRE's test
20 report made no mention whatsoever of the use of the
21 magnesium oxide reinforcement board. Secondly, Celotex
22 took the conscious decision, it seems, not to ask BRE to
23 correct the report by including a reference to the
24 magnesium oxide reinforcement. Finally, Celotex also
25 took the decision not to refer to the fact that

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1 magnesium oxide reinforcement board had been used when
2 describing the test in their marketing material.

3 Since a BR 135 test is only valid for the particular
4 combination of materials used in the test, omitting
5 reference to any of the materials was itself
6 deliberately misleading, we say.

7 The BR 135 certification was for FR5000, a product
8 which Celotex acknowledged had only ever been marketed
9 for use as pitched roofs, walls, floors and the like,
10 but never for use in a rainscreen cladding system in
11 buildings over 18 metres.

12 I should just pause here to say that the designation
13 FR5000 does not appear to relate to anything to do with
14 fire related or fire retardant material.

15 In August 2014, however, Celotex began to market
16 RS5000 as being appropriate for use with rainscreen
17 cladding and on buildings over 18 metres. Mr Hyett
18 identifies that FR5000 and RS5000 are in fact the same
19 material, and Celotex in their evidence appears to
20 accept this to be the case. In other words, it's simply
21 marketed differently by Celotex, with RS being sold, as
22 we understand it, at a higher price.

23 RS5000 is therefore the same material to which the
24 discussion that we see evidenced in the email of
25 13 November 2013 applied.

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1 In relation to Grenfell Tower, FR5000 was specified
2 for use in the NBS specification sent out to tenderers,
3 including Rydon, as part of the invitation to tender
4 process, that in November 2013.

5 When Harley first asked Celotex on 10 June 2014
6 whether they had an insulation material for use over
7 18 metres, we understand that Harley were told at the
8 time that Celotex could not assist. At that stage,
9 RS5000 had not been launched.

10 However, following the launch of RS5000 at the
11 beginning of August 2014, and on 27 August 2014, Celotex
12 contacted Harley with information about RS5000, which
13 was described as a product for use over 18 metres.

14 Again, as we understand it, a Celotex product data
15 sheet -- and that can be found at {CEL00000008} --
16 provided to Harley and which Harley subsequently emailed
17 to Studio E and Rydon, stated in its headline banner as
18 follows:

19 "Celotex RS5000.

20 "Premium Rainscreen Cladding Board.

21 "(suitable for buildings above 18 metres in
22 height)."

23 It continues[:

24 "... RS5000 ... is the first PIR insulation board to
25 meet the performance criteria in BR 135 for insulated

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1 rainscreen cladding systems and therefore is acceptable
 2 for use in buildings above 18 metres in height.
 3 "...
 4 "Is the first PIR insulation board to successfully
 5 test to BS 8414 ... meet the criteria set out in BR 135
 6 and therefore is acceptable for use in buildings above
 7 18 metres in height.
 8 "Has Class 0 fire performance throughout the entire
 9 product in accordance with BS 476."
 10 Under the specification clause it says:
 11 "RS5000 has been successfully tested to BS 8414-2
 12 and meets the performance criteria of BR 135."
 13 When considering the evidence of those who made
 14 decisions in Module 1, we invite the Inquiry to have in
 15 mind the following:
 16 Celotex was aware that the BR 135 classification was
 17 applicable only to the very particular system that was
 18 tested. The data sheet at the back of the document and
 19 on its last page stated that the fire performance and
 20 classification report issued only related to the
 21 components detailed above.
 22 The headline banner statements on the front page
 23 that it was suitable for use over 18 metres was
 24 unqualified. It was misleading. Furthermore, the
 25 reference to class 0 fire performance throughout the

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1 entire product, as has been pointed out by others,
 2 including Dr Lane, is misleading or could be taken as
 3 misleading, since class 0 only applies to the surface of
 4 linings.
 5 The fact that the description of the specific
 6 cladding system that had been tested, was the only
 7 system certified in any event, deliberately failed to
 8 refer to the additional use of the magnesium oxide board
 9 reinforcement.
 10 The fact is that despite a very different
 11 specification for the cladding system used by Celotex to
 12 obtain the BR 135 certification and that specified for
 13 Grenfell Tower, no concerns were raised by Celotex about
 14 the suitability of Celotex RS5000 for use in the
 15 Grenfell cladding system.
 16 I appreciate, sir, that I have trespassed on matters
 17 which I know will be considered in the Module 2 aspect,
 18 but we do consider that when looking at decisions which
 19 were made by those during the course of the
 20 refurbishment project, that those matters should be at
 21 least in the background of the Inquiry's mind.
 22 Mr Chairman, I will finish Rydon's opening remarks
 23 there, if I may. I thank the Inquiry for considering
 24 our written opening and for the opportunity for this
 25 oral opening.

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1 SIR MARTIN MOORE-BICK: Well, thank you very much.
 2 Thank you.
 3 Well, it's just after 12.45, and I suggest that
 4 might be a convenient time to take a break for lunch.
 5 We're getting on very quickly as far as today's
 6 programme is concerned, so I'm going to say that we will
 7 resume at 2 o'clock, when we will hear from Mr Laidlaw
 8 on behalf of Harley.
 9 So we will rise now and resume at 2 o'clock, please.
 10 Thank you.
 11 (12.47 pm)
 12 (The short adjournment)
 13 (2.00 pm)
 14 SIR MARTIN MOORE-BICK: Yes. Now, Mr Laidlaw, I think you
 15 are going to address us on behalf of Harley. Is that
 16 right?
 17 MR LAIDLAW: I am, sir, yes, thank you.
 18 SIR MARTIN MOORE-BICK: Thank you.
 19 Opening statement on behalf of Harley Façades by MR LAIDLAW
 20 MR LAIDLAW: Those of us who represent Harley Façades are
 21 acutely conscious that you, sir, and you, madam, would
 22 have read and considered the Rule 9 statements and
 23 accompanying materials provided by the company. You
 24 also both have Harley's opening statement, which seeks
 25 to address the Module 1 issues, and you will both no

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1 doubt now have a more informed view of the company, of
 2 its part in the refurbishment project at Grenfell Tower,
 3 and of the areas of importance to be explored with the
 4 Harley witnesses in order to address the issues arising
 5 in this, the first part of Phase 2.
 6 So I'm not intending, in these oral submissions,
 7 simply to repeat all that is already in writing, or to
 8 seek to engage in argument of the sort which we hope
 9 will be of more assistance when you are through all the
 10 evidence to be called and considered in the first three
 11 modules. Then will be the time to address the question
 12 how, if at all, the company we represent satisfied
 13 itself, insofar as they were required to address the
 14 question, that the cladding system met the requirements
 15 of the building regulations.
 16 Instead, and mindful of the fact that this is
 17 a public inquiry, with an audience far broader than the
 18 core participants who have access to all this material,
 19 I want to focus, if I may, in these opening remarks on
 20 the following four areas.
 21 First, on the company itself, its business and the
 22 nature of its involvement in the project, because it
 23 will be important when reaching a view about the manner
 24 of its performance at Grenfell to first identify which
 25 part or aspects of the refurbishment project were

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1 in fact Harley's responsibility, before turning next to
2 assess how well or otherwise it discharged that role.
3 That, as an exercise of collective judgement, will
4 obviously require the panel to have regard to the
5 company's experience in the cladding industry and,
6 importantly, as we suggest, contemporary cladding
7 industry standards and practice.

8 Second, having regard to your clear findings, as
9 expressed in the Phase 1 report, Mr Chairman, that it
10 was the choice of the cladding materials, of the
11 Reynobond panels and the Celotex insulation, which was
12 the principal reason why the fire spread so rapidly,
13 I want to deal with what was and was not in this
14 particular regard, the choice of the cladding materials,
15 Harley's responsibility.

16 I do so not because I'm suggesting that the Inquiry
17 has overlooked the true position, but because there has
18 been both a widespread misunderstanding about the
19 cladding subcontractor's role and also a great deal of
20 ill-informed and inaccurate reporting about Harley's
21 part in the choice of the rainscreen and insulation
22 materials.

23 Hitherto, and mindful of the importance of allowing
24 this Inquiry to proceed at its own pace without the
25 commercial CPs seeking to advance or protect their own

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1 positions, and despite in Harley's case the very great
2 damage done to its reputation and consequently its
3 business, Harley has kept its silence. But now is the
4 time to set out with accuracy the extent of Harley's
5 role and to make it absolutely clear that the cladding
6 subcontractor was not responsible for the selection of
7 these cladding materials.

8 The third area that I would like to cover is this:
9 neither I, but more importantly the Harley witnesses,
10 want to be accused of ducking the criticisms of aspects
11 of their work which will fall to be considered during
12 this part of the Inquiry. Inevitably, in the very
13 detailed examination of the events following this major
14 tragedy which occurred in Phase 2, failings,
15 shortcomings and the like have and no doubt will be
16 identified. So I want to say a little by way of
17 introduction in particular about the cavity barriers and
18 the standard of workmanship.

19 Then fourthly and finally, I just want to say a word
20 or two about Harley's witnesses and the treatment that
21 they can expect at the forthcoming hearings.

22 So may I begin with that first area: the company
23 itself, what it was, and what it was not responsible
24 for.

25 The company I refer to as Harley began life in 1996

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1 as Harley Curtain Wall Limited. Its sole director, as
2 you have heard, Mr Ray Bailey, has now some 35 years of
3 practical experience as a specialist contractor in
4 external façades. The circumstances in which that
5 company ceased to trade and the contract was novated to
6 the company we now represent during the course of the
7 Grenfell Tower refurbishment are set out in Mr Bailey's
8 witness statement.

9 It's important I say this: during the 20 years plus
10 of Harley's existence, it had been involved in a number
11 of large-scale building envelope projects involving
12 high-rise residential blocks using a variety of ACM
13 products without any cause for concern. Indeed,
14 a little later I will make mention of their work on the
15 Chalcots Estate in Camden.

16 The cladding industry in this country at the time of
17 this terrible fire, as we understand the position to be,
18 comprised of a significant number of companies ranging
19 in size from multimillion-pound conglomerates to small
20 and medium size businesses. There were a relatively
21 small number of smaller companies, of which Harley was
22 one, which functioned as what is known as managing
23 subcontractors.

24 As is typical of a small company of its size, it had
25 about 15 employees at the time of the Grenfell project.

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1 Harley did not undertake the fabrication of the
2 materials for the external façade, or carry out the
3 installation with its own labour. Instead, the company
4 would source the appropriate materials, co-ordinate
5 supply and fabrication of the external façade, and
6 subcontract the installation which it, Harley, managed.

7 Harley had, as you understand, an in-house design
8 resource, but depending on capacity would also
9 subcontract out the production of working drawings.

10 I turn now to the refurbishment of Grenfell Tower
11 and how it was Harley Façades came to be appointed as
12 the cladding subcontractor.

13 Harley first became involved in the Grenfell Tower
14 project in late September 2013, as Mr Millett has
15 correctly said, when its director and commercial manager
16 were invited to meet Studio E, the architects who had
17 been engaged by the clients, the TMO, for the project.
18 It was an informal meeting, and at that stage Harley had
19 yet to be invited to tender for the project, let alone
20 to be appointed to carry out the work.

21 As has now emerged -- and we deal with this at
22 paragraph 11 of the opening statement -- though Harley
23 would not then have known this, various cladding options
24 were already under consideration before that meeting,
25 including the use of Reynobond, as the email

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1 correspondence of April 2013 between Studio E, the
2 suppliers, CEP, and the manufacturer, now Arconic,
3 demonstrates.

4 During that meeting, several aspects of the proposed
5 work were discussed, including different rainscreen
6 panel products, including ACM, and in due course Harley
7 sought costings for a number of alternative products.
8 The final choice was ultimately for the TMO.

9 In fact, it was not until July 2014, following the
10 tendering process, budgetary discussions and continuing
11 correspondence in relation to the choice of materials,
12 colour and configuration for the rainscreen product that
13 Harley was formally appointed as the external façade
14 subcontractor by Rydon, Rydon of course having been
15 appointed as the principal contractor. The lead
16 designer for the project, including for the external
17 façade, was Studio E.

18 While there is now, as becomes clear from the
19 opening statements, a significant dispute as between
20 Studio E and Harley as to the nature of the design
21 relationship between the two of them, the point, as we
22 make clear at paragraph 6 of our written statement
23 {HAR00020573/3}, the point is this -- we point, forgive
24 me, to the specification document, the NBS as it is
25 called, because that makes it clear, we would suggest,

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1 that the architects were responsible for the basic
2 design of the rainscreen cladding system, which
3 incorporated the vertical channels that became a focus
4 of Phase 1, along with the architectural crown, again
5 something of great concern to you, sir.

6 What Harley, through its subcontractor, Kevin Lamb
7 of Bespoke Design Services, was required to do under the
8 contract was to produce the more detailed drawings that
9 those who would actually do the work needed for
10 construction purposes. That included the method of
11 fixing the panels to the backing wall and the detail of
12 the supporting structure.

13 The working drawings were progressed through
14 a drawing approval process led by Studio E, which
15 involved Studio E, as the architects and lead designer,
16 and in accordance with the obligations under the letter
17 of appointment, reviewing Harley's drawings and either
18 amending or approving them for construction.

19 In terms of the completed detailed design drawings
20 produced by Harley to reflect Studio E's preliminary
21 design, our position, based upon our very clear
22 understanding of industry practice, is that there was
23 nothing unusual about them. The external façade design
24 is one that was widely used at that time throughout the
25 cladding industry.

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1 What we suggest will also become clear is that
2 nobody associated with the design had seen the
3 possibility that the crown as designed could contribute
4 in a fire of the sort which broke out to its lateral
5 spread.

6 In light of the criticisms now made of the design,
7 as the Inquiry team know, we are very anxious that
8 an expert in cladding, if at all possible, should be
9 called so that the Inquiry has the opportunity to test
10 assertions of this sort and so that an expert can also
11 assist you with where ultimately responsibility for
12 design lay.

13 It is to be noted, having regard to the evidence you
14 heard in Phase 1 and your findings as to the extent the
15 standard of the internal window reveals work contributed
16 to the spread of the fire, that Harley was neither
17 subcontracted to carry out nor involved in any internal
18 modifications to Grenfell Tower, save for the entrance
19 area. This was work to be completed by others.

20 As for the moving forward and the replacement of the
21 windows, it appears to have been the intention of Rydon,
22 at least at the early stages of the tendering process,
23 that Harley should be responsible for all that that work
24 would entail. But, on the grounds of costs, it would
25 appear that Harley's estimate for that work was

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1 considered to be too expensive. Harley was asked simply
2 to provide the windows, which Osborne Berry fitted.
3 Harley was not responsible for the uPVC window surrounds
4 or the insulation beneath it.

5 The final aspect of the relationship between Harley,
6 the cladding subcontractor, and Studio E as the lead
7 designer that I should draw attention to was Studio E's
8 ongoing duty to review and approve the work done by
9 Harley to bring its, Studio E's, design for the building
10 façade to fruition.

11 As Mr Hyett has said in his report -- and the
12 references are to be found at paragraph 20 of Harley's
13 opening statement {HAR00020573/7} -- Studio E had the
14 responsibility to review the work carried out by and on
15 behalf of Harley, with a view to ensuring compliance
16 with the relevant building regulations and guidelines.

17 In terms of the actual building of the external
18 façade, Harley arranged for the fabrication and the
19 supply of the components for it. As for the
20 installation itself, as all know, that was carried out
21 by Osborne Berry. But along with the installers, Harley
22 obviously had inspection obligations in respect of the
23 fittings and the fixings.

24 I turn now to the second of the areas that I must
25 deal with, Reynobond and Celotex, and I'm inevitably, in

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1 this part of my submissions, also going to touch,
2 I'm afraid, on Module 2 issues. I hope that you will
3 forgive me. I do so because, of course, these issues
4 are bound to be explored with the Harley witnesses in
5 the first of the phases which you are about to embark
6 upon.

7 Having regard to the ill-informed assertions and
8 claims that have been made as to the identity of the
9 individuals or bodies who were responsible for the
10 choice of the rainscreen and insulation materials that
11 were installed onto Grenfell Tower -- not, I hasten to
12 add, emanating from this public inquiry -- it is
13 important that I should make it clear that Harley were
14 not responsible for the selection of the Reynobond or
15 the Celotex.

16 The Reynobond, one of a number of rainscreen
17 products Harley sought quotes for during the tendering
18 stage, and the Celotex, as I have said, were selected by
19 the architects and lead designers, Studio E, and the
20 client, and it was these materials which were specified
21 in the NBS documents which Harley were required to use.

22 Now, as a result of all that has occurred since the
23 terrible events of the summer of 2017, it has become
24 clear that neither Reynobond, ACM nor Celotex RS5000
25 should ever have been used for the refurbishment of

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1 Grenfell Tower, or indeed any other high-rise
2 residential block. But the inadequacies of these
3 materials were not -- again, as I made clear -- known to
4 Harley, or indeed, as it will appear, to any other
5 company involved in installing cladding in this country
6 at the time.

7 When you, sir, along with your panel, turn to
8 consider the reasonableness or otherwise of Harley's
9 collective state of mind about and its confidence in the
10 certification of these products, it will again, we would
11 suggest respectfully, be important to test their
12 position against the view of an expert in this
13 particular field of cladding, someone who can provide
14 an informed and independent opinion as to how these
15 products were regarded across the industry.

16 Was this company, Harley, alone amongst other
17 cladding companies in its reliance upon the reputation
18 that these products then enjoyed? If there was
19 a failure to scrutinise the information provided by the
20 manufacturers more rigorously, was that a failing of
21 Harley's alone or was that another failing shared across
22 the cladding industry?

23 Mr Hyett, with his undoubted architectural
24 experience, can plainly speak authoritatively about
25 a number of the Module 1 issues, and he has expressed

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1 views about how the cladding contractor might view the
2 claims of the manufacturers of these two products. But,
3 as he is the first to accept, he is not an expert in
4 this field, and he cannot speak with the weight of
5 somebody who's actually operated in this part of the
6 industry and address with the benefit of that experience
7 what I anticipate will be the position of the witnesses
8 for this company, namely that a small cladding company
9 of Harley's size is in effect bound to accept such
10 claims, and to rely upon the efficacy of the testing of
11 the products as they are reported by the manufacturers.

12 The reasons for Harley's confidence in the
13 certification of these materials, a confidence we
14 believe shared by other companies installing cladding in
15 this country right through to the fire at Grenfell, is
16 set out in the final section of our opening statement.

17 I deal first with Reynobond. It had been widely
18 used in the UK for at least 30 years, if not longer,
19 and, as I've said, Harley had used it for years without
20 either issue or concern being raised about it.

21 We draw attention at paragraphs 68 to 70 of the
22 opening statement {HAR00020573/22} to a fire in early
23 2012 which broke out in one of the flats in one of the
24 23 storey tower blocks at the Chalcots Estate in Camden.
25 Back in 2007, Harley had been appointed as the external

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1 façades contractor for the refurbishment of that estate
2 and, as specified by the architects, Reynobond ACM had
3 been installed.

4 On this occasion, whilst the Reynobond panels around
5 the windows were destroyed by the fire, they did not
6 ignite or contribute to a spread of the fire, as was to
7 be the case at Grenfell. But it's not simply the
8 performance of the Reynobond ACM which gave Harley no
9 reason to be concerned by its selection for the
10 Grenfell Tower project in 2014; there was the reputation
11 its manufacturer enjoyed at that time, and the
12 specification information which was produced to
13 accompany the marketing of the product.

14 Arconic described itself as "the world market leader
15 in aluminium", and it was considered throughout the
16 cladding industry to be a well established and reputable
17 manufacturer of ACM and other cladding products.

18 The marketing material produced by Arconic prior to
19 the fire at Grenfell Tower gave no indication that
20 Reynobond was not suitable for a wide range of projects,
21 including high-rise residential blocks. As you will
22 remember, that material spoke of the "complete
23 versatility in external applications" of Reynobond, and
24 refer to Reynobond's characteristic flatness, making it
25 suitable "especially for large-scale implementations

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1 with special requirements".
 2 It was claimed to be suitable for a range of
 3 applications "from the single-family house to
 4 residential, commercial and industrial buildings to
 5 large prestige projects". Indeed, the front page of
 6 this particular marketing document also featured
 7 a photograph of what appears to be a high-rise
 8 residential block.

9 Other parts of Arconic's marketing material repeated
 10 the assertion contained in the BBA certificate that
 11 Reynobond, whether it contained a PE or FR core, was
 12 a class 0 material for the purposes of fire
 13 certification in Great Britain. There was no caveat or
 14 exception to that assertion.

15 But, in addition to the materials available to
 16 Harley at the time of the Grenfell Tower project, the
 17 company was also in direct communication with Arconic,
 18 primarily via its UK technical sales manager. It is
 19 clear from those exchanges, we would suggest, that
 20 Arconic knew that it was being proposed that
 21 Reynobond 55 PE would be used on a residential high-rise
 22 block. At no point was it suggested by the manufacturer
 23 that that product should not be used at Grenfell.

24 It's against this that the Inquiry will want to
 25 consider the proposition that is apparently to be

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1 advanced by Arconic -- and it really has the appearance
 2 of being an astonishing proposition -- that it should
 3 have been obvious to anybody involved in construction
 4 that its product was not of limited combustibility.

5 What has now emerged is that in Arconic's marketing
 6 material, material apparently produced in
 7 December 2016 -- so after the completion of the
 8 Grenfell Tower project but before the fire on 14 June of
 9 the following year -- it was said that Reynobond with
 10 a PE core was only suitable for use in buildings up to
 11 10 metres in height, that Reynobond with an FR core was
 12 only suitable for use in buildings up to 13 metres in
 13 height, and that above 13 metres Reynobond with an A2
 14 rated core should be used.

15 This was never brought to the attention of Harley,
 16 nor apparently to the attention of anybody else who had,
 17 as the manufacturers must have known, used their
 18 Reynobond on high-rise buildings. Neither of course was
 19 Harley, or apparently anyone else working in this
 20 country outside Arconic, aware of the CSTB testing which
 21 took place in 2015, which again revealed that the
 22 class 0 claim in the BBA certificate could not be
 23 justified.

24 I turn then to Celotex RS5000. Like Arconic,
 25 Celotex was another highly respected brand throughout

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1 the cladding industry and marketed itself as "the UK's
 2 leading manufacturer of PIR insulation" and "the brand
 3 leading manufacturer of PIR boards".

4 Celotex, as you well appreciated, started making PIR
 5 foam insulation boards as long ago as 1980, and again,
 6 as is our understanding -- although it would no doubt be
 7 helpful to have the evidence of a cladding expert on
 8 this issue too -- insulation materials of this sort have
 9 been used extensively in the cladding industry on
 10 buildings of varying heights and uses for around
 11 40 years.

12 What has been described as the product data sheet
 13 for RS5000 produced by Celotex in August 2014
 14 {CEL00000008} features in its header a description of
 15 the product as, "Premium Rainscreen Cladding Board
 16 (suitable for buildings above 18 metres in height)".
 17 Further detail set out on the front page of that
 18 document states that:

19 "Celotex RS5000 is our premium performance PIR
 20 solution for use in rainscreen cladding systems ... and
 21 is the first PIR insulation board to meet the
 22 performance criteria in BR 135 for insulated rainscreen
 23 cladding systems and therefore is acceptable for use in
 24 buildings above 18 metres in height."

25 It is only on the third page of the document that

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1 there is the caveat to the effect that the fire
 2 performance and classification report relates to the
 3 components in the wall build-up that was tested is to be
 4 found, and a warning that any changes to the components
 5 will need to be considered by the building designer.
 6 But nowhere is it suggested in the product data sheet
 7 that changes to the components would render the fire
 8 performance and classification report invalid, or that
 9 such changes might make RS5000 unsuitable for use in
 10 buildings above 18 metres.

11 Further assurances about the suitability of RS5000
 12 for use above 18 metres are to be found at various other
 13 points in Celotex's marketing material, the references
 14 for which are to be found at paragraph 65 of our opening
 15 statement {HAR00020573/21}.

16 Moreover, the purported suitability of this product
 17 was supported by Local Authority Building Control.
 18 Their registered details drawing and document list
 19 {CEL00000009} stated that RS5000:

20 "... has successfully tested to BS 8414:2 2005,
 21 meets the criteria set out in BR 135 and therefore is
 22 acceptable for use in buildings with storeys above 18m
 23 in height (subject to the board being fixed to
 24 a non-combustible substrate) ..."

25 Apart from the stipulation that RS5000 should be

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1 fixed to a non-combustible substrate, which clearly was
2 the case at Grenfell Tower, that document contains no
3 warning as to RS5000's suitability for use above
4 18 metres. Indeed, the document explicitly states that:
5 "Celotex RS5000 can be used with a variety of
6 cladding systems (including masonry or rainscreen
7 systems) ..."

8 What might be of particular significance when you,
9 Mr Chairman, with your panel, come to consider whether
10 any fault for the use of the insulation can properly be
11 laid at the door of the subcontractor is Harley's
12 reaction to the selection of Celotex by Studio E.
13 Because, unlike the Reynobond ACM, Celotex RS5000 was
14 a relatively new product and Harley had not previously
15 used it in any of its earlier projects. In
16 circumstances where Harley was less familiar with this
17 particular Celotex product, one of Harley's employees --
18 and we deal with this at paragraph 18 of our opening
19 submissions {HAR00020573/6} -- sought further
20 information from Celotex. He was reassured as to its
21 properties, having been provided with a property data
22 sheet, the same one that I mentioned a few moments ago.

23 In addition to the marketing materials produced by
24 Celotex, Harley was again in direct contact with the
25 manufacturer, largely via correspondence with Celotex's

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1 major projects and specification manager. He was
2 provided with the drawings of the proposed wall build-up
3 to be installed at Grenfell Tower, which included
4 drawings showing the use of Reynobond and a copy of the
5 specification notes which referred to the use of
6 aluminium composite panels. At no stage was it
7 suggested by Celotex to Harley that what was being
8 proposed at Grenfell Tower in any way called into
9 question the suitability of the use of RS5000 above
10 18 metres.

11 If, having heard all of the evidence, sir, you were
12 to share Mr Hyett's conclusions that it is probable that
13 Celotex was marketing a product for the use on the
14 external walls of buildings over 18 metres in height
15 that they knew to be non-compliant with the guidance
16 given by ADB2, then the extent to which Harley could be
17 criticised must plainly be tempered by that.

18 All that should not of course obscure the position
19 Mr Hyett appears to take -- and this is to be found at
20 paragraph 10 of the opening statement {HAR00020573/4} --
21 that ultimately responsibility for ensuring that the
22 material specified in the NBS complied with the relevant
23 building regulations and statutory guidance rested more
24 broadly with the manufacturers and on the Grenfell
25 project, with Studio E, the specialist fire consultant,

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1 with Rydon and with Building Control.

2 The third chapter in these, our opening submissions,
3 concerns the criticisms to be made of the company that
4 we represent. There are to be, as you both of course
5 understand, in a number of different respects criticisms
6 of the standard of Harley's work at Grenfell Tower,
7 perhaps the most serious of which is in relation to
8 cavity barriers. You will recall that particular
9 concern is expressed at the absence of cavity barriers
10 around the window openings, and at the top of the cavity
11 where it met the crown.

12 True it is, as I must acknowledge immediately, that
13 Mr Hyett has been careful to balance his attribution of
14 responsibility for failures of this sort by making it
15 clear that Studio E had placed an inappropriately high
16 level of expectation, as he describes it, upon Harley.

17 Mr Hyett has also made the point that if the
18 architects had carried out their early work properly, it
19 is likely that Harley would have got their detailed
20 design work right or, alternatively, if they had checked
21 Harley's drawings, as was Studio E's duty, then the
22 errors would have been spotted.

23 In any event, it's obviously important in this
24 regard that I should set out the company's position for
25 your consideration before the evidence unfolds, and also

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1 to meet the broader criticism levelled by Mr Hyett in
2 the context of fire safety, and despite, as it is put,
3 Harley's claims to expertise as cladding specialists,
4 Mr Hyett suggests the company did not understand what
5 was required of them in order to meet the requirements
6 of the building regulations.

7 We deal, as you will remember, with cavity barriers,
8 albeit briefly thus far, at two parts in the opening
9 statement: paragraphs 25 to 28 set out the email
10 exchanges between Harley and Exova, the fire safety
11 consultants, during 2014 in which Harley sought
12 clarification about the positioning of the cavity
13 barriers; and at paragraphs 45 to 46 there is a short
14 summary of the further substantial correspondence
15 between Harley, Rydon and Studio E, which also involved
16 the manufacturer of the cavity barriers installed,
17 Siderise, and Building Control in March and April of
18 2015, that correspondence being about the integrity and
19 the insulation properties of the cavity barriers which
20 were to result in agreement as to the positioning of
21 them.

22 In light of Mr Millett's criticism of the position
23 taken by the commercial CPs in their opening statements,
24 I want to say this, and to make Harley's position clear
25 about cavity barriers: Harley accepts, now having the

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1 benefit in particular of Dr Lane and Mr Hyett's report,
2 that the absence of cavity barriers around window
3 openings was not in compliance with the terms of
4 Approved Document B. In making that concession, Harley
5 trusts it will be acknowledged in the Inquiry's approach
6 to this issue that the company neither possessed nor
7 held itself out as having any expertise in fire safety,
8 and the fact that Studio E had not specified that there
9 should be cavity barriers around the windows in the NBS
10 or in the cladding design drawings.

11 Moreover -- and it's a point readily accepted by
12 Mr Hyett -- neither was the absence of cavity barriers
13 in these areas raised as an issue or cause for concern
14 by Exova or Building Control, both of whom knew that no
15 cavity barriers were being installed around the window
16 openings, despite the location of barriers having been
17 raised by Harley.

18 The bottom line is this, and the Inquiry will also
19 have to give careful consideration to it: the bottom
20 line being, from Harley's perspective, and having an eye
21 to the realities of the way in which a company of its
22 size could operate, that it would be these entities --
23 Exova and for Building Control -- who the cladders would
24 rely upon to ensure that the issue of fire safety had
25 been properly addressed.

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1 That, in our respectful submission, is not
2 an instance of passing the buck; that is -- and we
3 believe an expert in cladding would support this
4 position -- the reality of a company of Harley's size
5 and sort.

6 Workmanship. There may be other areas --
7 for example, shortcomings in the standard of workmanship
8 by Osborne Berry -- which had not been identified by
9 Harley which may lead to criticism as to the
10 rigorousness of the company's supervisory and inspection
11 obligations. But in this regard again I would urge some
12 caution, and also some regard to the central issues.
13 Caution for this reason: because it was neither
14 practical or realistic to impose or imply some sort of
15 constant monitoring obligation upon Harley. They were
16 entitled to rely on the experienced installers, who
17 retained the initial inspection obligation.

18 In addition to the checks by Osborne Berry and
19 Harley, of course, Rydon, the principal contractor,
20 ahead of visits by Building Control, also checked the
21 installation works through its package manager and clerk
22 of works, and the fact is that no issue or concern about
23 workmanship was ever raised with Harley.

24 Further, inspections of the work were, in addition,
25 carried out by officers from the Local Authority

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1 Building Control department, and the practice within the
2 cladding industry, certainly prior to the fire at
3 Grenfell Tower, both in regard to workmanship but also
4 fire safety, was to rely on Building Control in respect
5 of the finished works and compliance with the building
6 regulations and Approved Document B.

7 Between the start of the refurbishment works at
8 Grenfell Tower on 2 June 2014 and completion on
9 7 July 2016, there appear to have been 14 inspections of
10 Grenfell Tower by Building Control officers, of which
11 seven involved inspection of the external façade works.
12 Again, at no point was any concern expressed or issue
13 raised with Harley in relation to any aspect of the
14 external façade, including the materials used, the
15 provision of cavity barriers, or indeed any other issue.
16 The view expressed by Building Control was that the work
17 was being completed to a high standard.

18 What has emerged -- again, as you well understand,
19 sir -- from the expert evidence of Beryl Menzies is that
20 there were significant failings on the part of
21 Building Control, and it was only during the course of
22 this Inquiry that Harley has learnt that
23 Building Control carried out no in-depth review of the
24 cladding works and neither had Building Control made any
25 request for information about the external façade from

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1 Rydon, Exova, Studio E or the TMO. That is
2 notwithstanding the fact that Harley had provided all
3 its working drawings, including specification notes and
4 relevant information, to both Studio E and Rydon.

5 That all said, and without in any way seeking to
6 minimise the extent of these failings, any criticisms in
7 the standard of workmanship must fall to be considered
8 against the significance of any contribution that might
9 have made to the spread of the fire at the tower. In
10 this respect, it is notable that the weight of expert
11 evidence and the Phase 1 findings is that any insulation
12 non-conformities at Grenfell Tower were of far less
13 significance than the nature of the rainscreen and the
14 insulation materials.

15 Lastly, please, in the last couple of minutes, just
16 a word about Harley's witnesses, if you will forgive me,
17 and the position that they occupy.

18 Nobody could pretend that the suffering of any
19 Harley witness could bear any sort of sensible
20 comparison to that suffered by those who lost their
21 lives at Grenfell Tower or were at risk of losing their
22 lives in such horrific circumstances, or that suffered
23 by relatives and loved ones and those who live in the
24 vicinity, and it would be grossly insulting of me to
25 suggest otherwise. But the impact of this tragedy, as

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1 you, Mr Chairman, will understand, has stretched far
2 beyond the BSRs, and those affected by this shocking
3 fire, albeit indirectly -- and into this category fall
4 the Harley witnesses -- have, without descending into
5 any sort of detail, also suffered, and they are also now
6 confronted with having to give evidence in the glare of
7 a level of publicity they can have had no previous
8 experience of, and they are, we are told, to have no
9 notice of the particular areas of questioning that they
10 are to be subjected to.

11 The majority of the Harley witnesses have also been
12 interviewed by the police during their concurrent
13 investigation, and there are no doubt further interviews
14 under caution to come during the course of Phase 2, with
15 the attendant anxiety that will bring.

16 The Harley witnesses are, as all will see, ordinary,
17 decent, hardworking people with families of their own,
18 none of whom would ever have associated themselves with
19 Reynobond ACM or the Celotex RS5000 insulation used at
20 Grenfell had they known that the claims as to
21 combustibility were erroneous.

22 The suggestion, which I am afraid appears in one of
23 the opening statements, that these individuals knew of
24 the dangers the cladding represented to the residents of
25 Grenfell Tower is not only one without evidential basis,

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1 but it's also, I'm afraid, deeply unfair.

2 Those who work for Harley had no idea and no reason
3 to believe that the principal materials used in the
4 building envelope would behave as they did in the event
5 of a fire. It is only in the course of the disclosure
6 from this Inquiry, and in particular of the expert
7 reports and the evidence from the manufacturers of the
8 rainscreen cladding and the insulation, that Harley now
9 understand that their confidence in these materials and
10 their reliance on the certification was badly misplaced.
11 In that regard, they were not alone.

12 So it is, as I hope all will accept, a difficult
13 position that Harley witnesses find themselves
14 occupying, and I trust, as you have assured them, that
15 the same level of patience and sensitivity will be
16 afforded to them as it was to the other witnesses when
17 they gave evidence in Phase 1.

18 Sir, unless I can assist you or your colleague any
19 further, those are my opening submissions on behalf of
20 Harley.

21 SIR MARTIN MOORE-BICK: Very good. Thank you very much
22 indeed.

23 Thank you. Well, we have made very good progress
24 today. We have actually now completed all the
25 statements that were scheduled to be given today, so

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1 I am afraid we are going to have a short day. That may
2 not be entirely unwelcome. There it is.

3 We are going to resume tomorrow, please, at
4 10 o'clock, when we shall hear an opening statement on
5 behalf of Exova.

6 So thank you all very much. We will call a halt
7 there and resume at 10 o'clock tomorrow, please.

8 Thank you very much.

9 (2.47 pm)

10 (The hearing adjourned until 10 am
11 on Tuesday, 28 January 2020)

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