

OPUS 2

INTERNATIONAL

Grenfell Tower Inquiry

Day 2

January 28, 2020

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1 Tuesday, 28 January 2020
 2 (10.00 am)
 3 SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to
 4 today's hearing, at which we're going to hear opening
 5 statements from some more of the core participants .
 6 The first person we're going to hear from is
 7 Mr Douglas on behalf of Exova.
 8 So, Mr Douglas, when you are ready, make your way up
 9 to the table, please. Thank you.
 10 Opening statement on behalf of Exova by MR DOUGLAS
 11 MR DOUGLAS: Mr Chairman, madam, I represent Exova, and I'm
 12 here to provide you with my oral opening submissions.
 13 Can I just begin by this: in your Phase 1 report,
 14 you said this:
 15 "No one who was present at the commemoration
 16 hearings or who read or heard their evidence to the
 17 Inquiry could fail to be impressed by their courage,
 18 their resilience and their regard for their neighbours.
 19 Together they formed a vibrant community with a strong
 20 sense of identity and considerable social cohesion."
 21 Exova wholeheartedly agrees with that tribute, and,
 22 having through a number of senior personnel and
 23 representatives attended every day of the memorial
 24 hearings, found them to be deeply moving and
 25 inspirational in equal measure.

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1 Exova wholeheartedly supports the purposes of this
 2 Inquiry and intends to assist it to the fullest extent
 3 in this second phase of the search for answers to the
 4 many questions which arise.
 5 It is obvious that something, or perhaps
 6 an accumulation of things, went tragically wrong for
 7 a small fire in the kitchen of a relatively newly
 8 refurbished block to result, within 30 minutes, in
 9 an inferno 20 storeys high which then wrapped itself
 10 around the whole tower over the next two hours, causing
 11 the deaths of 72 people. It is the purpose of Phase 2
 12 to the Inquiry to ascertain why this happened.
 13 Like others before me, I respectfully agree that
 14 until wide-ranging evidence in all of the first three
 15 modules has been given, it will be impossible to
 16 approach the matter in a holistic way, and that once
 17 those pieces of evidence have been given, everybody will
 18 be better informed and the whole picture will then be
 19 much better understood.
 20 Counsel to the Inquiry yesterday spoke of the
 21 importance of having at Phase 2 truthful and candid
 22 accounts of what happened during the primary
 23 refurbishment so that your factual findings and
 24 recommendations may accurately reflect the true nature
 25 of the problems. With that we absolutely agree.

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1 Counsel also criticised the corporate CPs
 2 collectively for what he described as a "merry-go-round
 3 of buck-passing". It is a memorable phrase, but Exova
 4 suggest, with respect, that any defence or explanation
 5 or mitigation of a particular party's actions should not
 6 be criticised simply as buck-passing. Of course the
 7 Inquiry's task is to identify the errors, the wrong
 8 decisions that led to the façade being in breach of the
 9 building regulations, but if a party has a bona fide
 10 defence or an explanation for an alleged error or
 11 omission, then it must be entitled to advance it, since
 12 the object of this process is to arrive at the truth and
 13 to find the real facts on the basis of which reliable
 14 findings can be made and important recommendations for
 15 the future formulated.
 16 Of course, the conclusions to be drawn from the
 17 evidence are for the panel, but Exova participates fully
 18 and willingly in this process. Its witnesses will
 19 co-operate with the Inquiry in a truthful manner.
 20 The principal criticism of Exova is that it failed
 21 to detect or advise adequately on the noncompliance of
 22 the proposed exterior cladding system and insulation in
 23 the period of its engagement as fire services
 24 consultant. However, an analysis of the evidence, which
 25 I will take you through in not over-great detail but

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1 some, the most striking and persistent feature of the
 2 history is that Exova was more or less left out of any
 3 communications or information or details of the proposed
 4 cladding system.
 5 Originally, Exova was appointed by TMO as fire
 6 safety consultant, appointed to report to Studio E, as
 7 is stated in KCTMO's opening statement. In the early
 8 period of the engagement, between August 2012 and
 9 26 November 2012, Exova produced an existing fire
 10 strategy, a design note and issue 1 of an outline fire
 11 safety strategy relating to the proposed refurbishment.
 12 It needs to be remembered that although these
 13 hearings concentrate, for obvious reasons, on the
 14 cladding, the refurbishment also involved considerable
 15 complicated work to the lower four floors, and that was
 16 a vitally important part of the refurbishment and was
 17 the aspect of works with which Exova was primarily
 18 involved.
 19 Just to recapitulate, the refurbishment comprised
 20 the creation of a new reception area, an office at
 21 ground-storey level, the resiting of a nursery, the
 22 creation of new residential apartments in the mezzanine
 23 over the ground storey, the resiting of the boxing club,
 24 the creation of a common community office at walkway
 25 level, the creation of new residential apartments in the

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1 mezzanine and improvements to the building services, and
2 these included also a significant glazed atrium type of
3 enclosure to what had previously been external
4 staircases. So those works and the work which was
5 involved in them must not be forgotten.

6 During this early period, Mr Ashton of Exova was
7 also occupied in advising on and marking up Studio E's
8 general arrangement drawings for the lower floors of the
9 tower; discussing and advising Max Fordham in connection
10 with the extension of the smoke ventilation system to
11 the lower floors; discussing with Studio E the
12 reconfiguration of the mezzanine and walkway levels;
13 firefighting access to Grenfell Tower; means of escape;
14 and attending a meeting with Building Control.
15 Mr Ashton was busy in providing a responsive and helpful
16 service.

17 An early planning application was issued by Studio E
18 in August 2012 and revised in October of 2012. We know
19 from the disclosed documents that the planning
20 application generated lengthy discussions both
21 internally and with KCTMO and with the planners which
22 were concerned with matters such as colour, appearance,
23 texture and aesthetics of the proposed new building.

24 Exova was not asked to and did not participate in
25 any of these discussions and was not included in them or

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1 in any communications about them. Building regulation
2 compliance is not a planning issue as such, and no
3 attention appears to have been paid to it by Studio E or
4 others involved.

5 The first issue of the outlined fire safety strategy
6 on 1 October 2012 produced by Mr Ashton provided by way
7 of introduction details of the refurbishment being dealt
8 with by Exova, which I more or less recited a second
9 ago, plus it gave details of what plans had been
10 considered for the purposes of the report: the report is
11 based upon discussions held with the design team and on
12 drawings numbered -- and certain numbers are given --
13 produced by Studio E LLP. It is not disputed that none
14 of those drawings contained any reference whatsoever to
15 cladding; they were what's called general arrangement
16 drawings and they were concerned with the lower floors.

17 So when -- and this is the first time it occurred --
18 Mr Ashton stated, compliance with B4 external
19 fire spread, "It is considered that the proposed changes
20 will have no adverse effect on the building in relation
21 to external fire spread but this will be confirmed in
22 an analysis and a future issue of this report", that
23 would have been understood by Studio E and known,
24 because of the drawings which had been referred to and
25 the discussions which had been conducted, that would

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1 have been a reference to the works described in the
2 introduction. That was what the report was about.
3 I dare say as the hearing goes on there may be
4 investigation of the precise wording of that, but what
5 was being said was perfectly clear, in our submission:
6 that these works which I have considered here with
7 reference to these drawings do not appear to give rise
8 to an adverse effect on the building in relation to
9 fire spread, but will be confirmed in a later issue of
10 this report.

11 The next thing that happened, more or less on the
12 same day, and which Mr Hyett and to a certain extent
13 Dr Lane lay emphasis on, is that Studio E provided Exova
14 via email the link to a design team stage C report.
15 Exova's own report formed part of the stage C
16 submission.

17 That document said nothing else about it. It was,
18 we know now, 182 pages long, and included a concept
19 proposal originating from Max Fordham, the M&E services
20 engineer, to provide insulation to the building with
21 less depth than Rockwool, with the same thermal
22 qualities. Celotex was put forward.

23 This was a very early stage. It was not a design.
24 It's not believed -- Mr Ashton will answer this -- that
25 Mr Ashton operated the link, and there is no particular

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1 reason why he should have. He had completed his
2 first -stage report, there had been no suggestion or
3 conversation with him about cladding, he had talked to
4 Max Fordham about smoke ventilation, and the fact of the
5 matter is also that that is probably the only reference,
6 not even a direct reference, a reference where you
7 could, if you chose to, obtain some information about
8 one part of a potential very early design. It's far,
9 far, far too far in advance of the actual choice of the
10 actual system in late 2014 for it to be really causally
11 connected, a failure to do that, and that's what we
12 submit: almost two years before the actual decision for
13 the actual cladding, which was what caused the fire in
14 this case, took place.

15 Then, between November 2012 and August 2013, almost
16 nothing happened which involved Exova at all. This was
17 partly because the planning process was proceeding very
18 slowly, but also because, for a significant part of that
19 period, the project was effectively put on hold. This
20 in turn was the result of cost issues and the project
21 running over budget. Artelia also were becoming
22 increasingly unconvinced with Leadbitter as
23 a contractor, and there were significant differences
24 between them on the issues of price, cost and value for
25 money.

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1 Although at this stage only embryonically, ACM
 2 became a live issue in March 2013, when CEP met with
 3 Studio E after discussion with Alcoa, now Arconic, and
 4 suggested that there might be scope to switch from zinc
 5 to the cheaper ACM cladding option.

6 So for the first eight months of 2013, Exova were
 7 effectively redundant whilst discussions about cost and
 8 appearance dominated TMO's time and thinking and also
 9 Artelia's. One means of generating value or reducing
 10 costs was the opportunity for saving money by using
 11 a cheaper alternative to zinc.

12 Exova were not involved in any of the discussions on
 13 cost or appearance. They were not involved in any
 14 discussions about the potential merits of changing to
 15 ACM. They were not copied in to any correspondence
 16 about these matters, nor were they provided with any
 17 details about the still early stages of a cladding
 18 design.

19 In or about August, or maybe a little earlier, as
 20 a consequence of Artelia's and TMO's increasing
 21 dissatisfaction with Leadbitter, TMO decided that the
 22 project should be put out to tender to select
 23 a contractor for a design and build contract.

24 In August 2013, before the tender was drafted,
 25 Studio E issued its RIBA combined stage D report. This

1 still referred to zinc rainscreen panels, but also to
 2 folded metal shingles on steel substrate and PIR Celotex
 3 FR5000 on existing columns. The reports also included
 4 pictures of alternative cladding options, including ACM.

5 The stage D report was never sent to Exova, nor was
 6 any link to the document supplied to Exova, nor is there
 7 any evidence that Exova was told anything at all about
 8 the proposal for the cladding and insulation system.

9 Over the following months after August, there were
 10 a few interchanges between Studio E and Exova dealing
 11 with layout, compartmentation drawing mark-ups, and what
 12 it was believed RBKC required to approve the design from
 13 a fire safety point of view. There was also a good deal
 14 of correspondence with Terry Ashton, Max Fordham, RBKC
 15 and TMO about the smoke ventilation system, and those
 16 discussions continued into 2014. None of the
 17 correspondence involving Terry Ashton contained any
 18 details of the cladding design or materials.

19 In October 2013, Exova put forward its second issue
 20 of the outline fire safety strategy. It followed the
 21 same approximate course as the one I read earlier. The
 22 summary of the refurbishment was more or less identical
 23 on this occasion. The plans referred to were slightly
 24 updated, but they were still fire strategy drawings
 25 produced by Studio E and contained no details of

1 cladding. Exactly the same phrase was again left in the
 2 report: "It is considered that the proposed changes will
 3 have no adverse effect", et cetera.

4 Again, it was clear that what was being referred to
 5 was the works which were being described and the
 6 drawings which were being referred to in the earlier
 7 part of the report, and we would say that Studio E must
 8 have been aware from what is going on and from what it
 9 said that that is what was intended.

10 The final issue 3 was submitted on 7 November 2013,
 11 about two or three weeks later, and this did have a few
 12 changes, but they were more in the way of updating areas
 13 of the interior of the building that were being referred
 14 to. Again, at the introduction, the proposed
 15 development was again referred to, slightly differently,
 16 because some of the details of what had gone on below
 17 had altered in the meantime. Again, the report was
 18 based upon discussions held with the design team, the
 19 Royal Borough of Kensington and Chelsea, and on fire
 20 access and fire strategy drawings produced by Studio E
 21 LLP. Fire access and fire strategy drawings were not
 22 drawings to do with cladding.

23 Then there was some more detail about fire detection
 24 alarm systems, means of escape, new stairs, smoke
 25 ventilation of lobbies, and, again, the exact same

1 expression:

2 "It is considered that the proposed changes will
 3 have no adverse effect on the building ... but this will
 4 be confirmed by an analysis in a future issue of this
 5 report."

6 So, again, we say it was clear what was being
 7 referred to. Back to the beginning, the plans and the
 8 refurbishment of the lower floors. It was conditional,
 9 and made it clear that a further report would be
 10 expected, but that's subject to various matters to which
 11 I shall come in a moment.

12 At this point, I should just mention a point that
 13 was raised by Mr Popat in his submissions yesterday, or
 14 two points. In relation to the latter document, the
 15 issue 3 report, he said this yesterday at {Day1/50:14}
 16 of the transcript. He quoted what I have just read and
 17 he said:

18 "Indeed, the advice provided by Exova in its fire
 19 strategy report regarding compliance with part B4 ...
 20 was that the proposed changes -- that is the
 21 overcladding proposals -- will have no adverse effect on
 22 the ... external fire spread ..."

23 That is, with respect to him, no doubt inadvertently
 24 wrong; that is not what it was saying and it's not
 25 a proper interpretation of the document.

1 He also said a little earlier, perhaps not as
 2 seriously, but he did suggest that, in relation to the
 3 earlier planning application, Studio E engaged with
 4 numerous consultants, including Exova and different
 5 suppliers, and none of these consultants or suppliers
 6 raised any queries or concerns regarding the brief to
 7 overclad the tower {Day1/47:16-18}.

8 We say that is not right; Studio E did not engage
 9 with Exova in selecting materials for the cladding
 10 system, was not directly involved in the application for
 11 planning permission, and that therefore that too was
 12 erroneous.

13 If we then resume the history, very shortly after,
 14 almost alongside the stage D report, a much more
 15 significant document was generated, and that was the
 16 National Building Specification, which became part of
 17 the employer's requirements. I will for just maybe
 18 a minute or two refer to what it said.

19 We know that it became part of the employer's
 20 requirements for the purposes of the tender. It
 21 specified rainscreen cladding as aluminium honeycomb
 22 core structurally bonded between two lightweight zinc
 23 sheets. It said that in addition to the cladding
 24 specified, tenderers would also be invited to submit
 25 comparative supply and install costs for a number of

1 alternative materials: Reynobond Duragloss, Alucobond,
 2 quartz zinc composite, and separately the NBS specified
 3 thermal insulation, Celotex FR5000.

4 What is also of significance is that it set out
 5 a number of general requirements, which included: (a)
 6 compliance standards: the Centre for Window and Cladding
 7 Technology standard for systemised building envelopes;
 8 (b) information to be provided during detailed design,
 9 proposals to support outstanding applications for
 10 building regulations consent and relaxations; and (c)
 11 information to be provided before commencement of
 12 testing or manufacture of rainscreen cladding system,
 13 detailed calculations to prove compliance with
 14 design/performance requirements.

15 Those design performance requirements then again
 16 refer to the CWCT standard and said:

17 "Unless specified or agreed otherwise [they must]
 18 comply with ... Part 6 -- Fire performance."

19 Which, again, says:

20 "The building envelope shall also comply with
 21 Building Regulations or local building code ... the
 22 building envelope shall not be composed of materials
 23 which readily support combustion, add significantly to
 24 the fire load and/or give off toxic fumes if ignited."

25 The design/performance requirements also

1 specifically required: fire resistance of the backing
 2 wall, 60 minutes' integrity, 60 minutes' insulation;
 3 internal surface spread of flame of backing wall,
 4 class 0; cavity fire barriers to resist the passage of
 5 flame and smoke for not less than 30 minutes' integrity.

6 Now, the significance of that is two-fold, namely
 7 that when the tender documents, including this
 8 employer's requirements were accepted by Rydon, who
 9 succeeded, they took on these obligations.

10 The second point is also this -- and I'm not going
 11 further than just to make this point -- that these
 12 specifications were drawn up by Studio E, and they were
 13 drawn up by Studio E without any consultation or
 14 reference to Exova. Studio E must have felt that they
 15 were sufficiently skilled to be able to put forward
 16 a series of quasi-regulatory requirements to support the
 17 passing of building regulation approval and to support
 18 the necessity of providing calculations and information
 19 and details which would demonstrate that the cladding
 20 system would comply and not be dangerous. That is quite
 21 an important point when one is looking at the skills of
 22 the various parts.

23 SE considered, obviously, that they didn't need or
 24 want input from Exova, no questions were asked, no
 25 drafts circulated, there was no Exova involvement in the

1 selection of materials, and thus it was that Exova
 2 were -- not using the word "excluded" -- simply not
 3 involved in that process of drafting the NBS
 4 specification, approving it or making comments on it.
 5 The specification was there.

6 In March 2014, KCTMO, having received a number of
 7 responses to the tender, decided to appoint Rydon as D&B
 8 contractor. This changed the project fundamentally.
 9 Rydon, as is accepted, agreed to accept design
 10 responsibility for all aspects of the project, including
 11 compliance. It entered into a contract which specified
 12 zinc cladding with a honeycomb core, and provided that
 13 alternative materials might be used but only in
 14 accordance with provisions requiring compliance with
 15 prevailing regulations and other specific provisions.

16 Pursuant to its appointment, Rydon created its own
 17 design team. The design team comprised Rydon plus
 18 Studio E, Harley, Curtins and JS Wright. All of these
 19 were now subcontractors to Rydon, to whom they had
 20 either been novated, in the case of Curtins and
 21 Studio E, or appointed as Rydon's new specialist
 22 subcontractors, as in the case of Harley and JS Wright.
 23 Critically, Exova were not novated.

24 At an introductory meeting on 1 April 2014, Rydon
 25 told TMO that it would contact Exova with the view of

1 using them going forward. It never did. Indeed,
2 Mr Lawrence had told Mr Sounes about a week before the
3 meeting that Rydon typically did not engage fire
4 consultants. He regarded it as Building Control's
5 responsibility to raise any concerns and satisfy
6 themselves with the details of the submission.

7 Mr Crawford recalls Mr Lawrence stating to him in
8 a discussion about Exova, when Mr Crawford I think had
9 put in a phone call to them, Mr Lawrence said:

10 "So if you are getting some free advice then great,
11 otherwise we will need to look at this."

12 It would of course have been open to Rydon to seek
13 another fire specialist to advise, but it did not.

14 So this is an important issue: Exova were not part
15 of the design team after mid-March 2014. Their only
16 function thereafter, whether it was a function or
17 whether it was something simply that Mr Ashton was happy
18 to do, was to respond to ad hoc enquiries from
19 contractors or, on a very few occasions, Studio E when
20 they were passing on questions by contractors.

21 After being appointed and after the design team had
22 been established, Rydon, KCTMO and Artelia almost
23 immediately began discussions about saving of money on
24 the cladding if ACM were selected, and a figure of
25 £454,000 was calculated by Harley as the saving

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1 achievable by using a cassette ACM system.

2 By the end of July 2014, TMO had decided to proceed
3 with Reynobond in, at that stage, a champagne colour.
4 Rydon then stated, "The full design can now start and
5 the design team meeting should start". Final approval
6 for the new façade with a slightly different colour was
7 obtained in early October 2014.

8 Exova is not aware that any of the design team
9 appointed by Rydon, including Rydon itself, took any
10 steps, either themselves or through taking specialist
11 advice, to verify whether the detailed fire performance
12 requirements set out in the employer's requirements were
13 being complied with.

14 The decision to design the cladding system, the
15 cladding system that was actually used, using ACM was
16 taken after Exova had been removed from the design team
17 and was a decision in which Exova were not invited to
18 and did not play any part, nor were Exova informed of
19 the decision.

20 So, in summary, Exova was at no stage involved in
21 discussion or development of the design of the cladding
22 system with anybody in the design team, either before or
23 after the D&B contract was awarded. It was not
24 involved, other than by the issue of its own fire safety
25 strategy reports, in the development of the RIBA stage C

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1 and stage D reports.

2 For a significant part of 2013, the project was on
3 hold and Exova was not really utilised at all. Exova
4 was not involved in the compilation or approval of the
5 tender documents or the NBS; was not involved in any
6 design team meetings after November 2013, whilst the
7 tender was awaiting resolution; took no part and was not
8 invited or expected to in discussions about materials to
9 be selected for the exterior cladding; was not novated
10 to Rydon and was not part of the design team after
11 mid-March 2014, and was thereafter effectively sidelined
12 and did not receive information or involvement about the
13 cladding system; did not select the materials; did not
14 have any say in the design or choice of materials; and
15 was never asked for advice except in very small and
16 specific ways after Rydon became the main contractor and
17 main designer.

18 For these reasons, in summary, we submit that
19 criticism of Exova's conduct is unjustified and, insofar
20 as statements which -- you know, broad shoulders -- are
21 described as egregious are concerned are simply
22 unjustified.

23 The question of cavity barriers, I'll deal with this
24 very briefly. Exova came into the picture twice, in
25 September 2014 and March 2015. In September 2014 Exova

19

1 was asked by Neil Crawford, pursuant to a request for
2 information from Harley, about horizontal cavity
3 barriers at floor/ceiling level and advised that they
4 were required. That was correct. Mr Ashton commented
5 consistently with what we have been saying today that he
6 had never seen details of what was being done to the
7 external walls.

8 In March, Exova was asked by Neil Crawford whether
9 the cavity barriers were in fact required to be
10 firestops and advised that they were not. That also was
11 correct.

12 Now, quite a lot of mileage is sought by Mr Hyett
13 and Dr Lane about cavity barriers, and I think that it
14 is important just to recollect, first of all, that in
15 relation to the cavity barriers which formed part of the
16 external rainscreen cladding system, it was agreed by
17 Professor Bisby, Professor Torero and Dr Lane that if
18 the exterior -- if, as it were, one of the sides of the
19 cavity barrier became enveloped in flames, it would then
20 either bulge or fall away and the cavity barrier would
21 play no sensible purpose.

22 So far as the cavity barriers around the windows
23 were concerned, Professor Torero, Dr Lane and
24 Professor Bisby all said either that normally cavity
25 barriers were not designed to prevent the egress of

20

1 fire , and, secondly, in any event they could not see how
2 such barriers could effectively be designed in this
3 building because of the complexities of the way in which
4 the windows were put together.

5 Now, Mr Hyett, in his report, appears to suggest --
6 not in these words -- that he has cracked it . I don't
7 know, we will have to look into that . Whether or not
8 anybody at the time of normal skill would have been able
9 to do that is quite a different matter, but we will have
10 to see whether in fact he is successful or not in what
11 he puts forward and how long it took him to do it ,
12 et cetera .

13 The history I have given is quite extraordinary, and
14 what one needs to understand -- and I actually
15 understand those BSR submissions that talk about
16 fragmentation and slipping between the floor, slipping
17 between the gaps, and something has happened in this
18 case to have almost two parallel streams: one set of
19 people talking about planning and cavities and
20 employer's requirements, and another lot looking at the
21 work going on at lower floor levels .

22 But it does seem that in some way, the fact that the
23 planning application was made and the intense, very
24 prolonged discussion about the appearance of that
25 dominated thought, then distracted by the cost budgets,

21

1 change of contractor and desire in some way to lessen
2 the cost, even by changing materials, then by the
3 expectation that the new tenderers would take over
4 responsibility of developing the design with its own
5 team, in some way the design arrangements were not
6 properly co-ordinated, and it is a fact that -- and,
7 again, I'm not trying to pass the buck, but it's
8 a question worth looking into: how is it that Studio E
9 never actually said to Exova, "Excuse me, we're planning
10 a cladding system, you said you would do it, we are now
11 about to do it, will you please advise us or update your
12 report?" That never happened. How is that?

13 Then when Rydon became involved, we know they didn't
14 prolong or continue our engagement, but how come they
15 went through the next phase without ever saying, "Hey,
16 we need to have somebody to advise us whether this
17 is" -- that didn't happen in either case.

18 Can I finally deal briefly -- although I think it
19 could be more of an issue -- with Dr Lane, who has
20 written a 262-page report, so far as I can see basically
21 dealing with two individuals, one in particular,
22 Mr Ashton, and the other Ms Cooney.

23 We have a number of objections. We have taken some
24 objections in our written opening, and we feel that
25 there are criticisms to be made, because her approach

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1 appears -- although she uses a thing called an FIA
2 template, her approach appears to be not what
3 alternative possible approaches could a competent fire
4 consultant take to some of the issues in this case --
5 just like in all walks of life, somebody like Terry
6 Ashton is obviously the sort of chap who likes to talk
7 through changes with individuals on the spot rather than
8 writing lengthy reports. There is no analysis of that
9 at all. In fact, what's put forward is what we submit
10 is a slightly dogmatic approach: "This is how I do it
11 and that is what's right, and if you didn't do it that's
12 wrong".

13 It is also quite theoretical and legalistic . There
14 is quite a lot of law, some of it overt, some of it
15 concealed. Some of her views depend on her particular
16 view of the interpretation of our agreement. She
17 then -- and I know Artelia complain about this as well,
18 I think -- expands duties beyond the contract and says,
19 "Nevertheless, you ought to have done this, that and the
20 other to do with the Regulatory Reform (Fire Safety)
21 Order, regulation 38", even though she concedes that
22 regulation 38 wasn't expressly addressed in our
23 contract. She fails to deal in a lot of expanded ways
24 about things which could or shouldn't have been done as
25 to whether they are actually relevant to any causation.

23

1 So we take significant issue with some -- and we
2 also take significant issue with that approach also with
3 the dismissal of the notion that Exova might reasonably
4 expect to be asked to advise, or, "When the decision is
5 approaching, would somebody please tell me and then
6 we'll do the report". She seems just to disregard that
7 on the basis that we make our own scope and therefore
8 we've got to do what we said, without any regard to
9 practicality whatsoever.

10 There is scarcely a passing mention of the fact that
11 Rydon became design and build contractors, and there is
12 scarcely any mention or discussion of the significance
13 of the fact that there was no communication with Exova
14 about the design of the exterior .

15 So we're not going to go further than this today,
16 which is: we agree obviously that that evidence has to
17 be tested, and we're not making any application -- you
18 needn't be concerned about that, at least for the
19 moment -- but we do think some consideration will have
20 to be given to the possibility on our part of seeking to
21 ask questions of Dr Lane ourselves, but I'm leaving that
22 for today. I appreciate that's not always been
23 a popular ... but there might be differences .

24 So that, Mr Chairman and madam, is the conclusion of
25 my submissions on behalf of Exova.

24

1 SIR MARTIN MOORE-BICK: Well, thank you very much,
 2 Mr Douglas, that was very helpful.
 3 Now, in a moment we're going to hear an opening
 4 statement by Arconic, but for practical reasons we're
 5 going to have a short break at this point. I was going
 6 to say ten minutes, but that will take us to something
 7 like 10.47, so rather than play around with odd minutes
 8 I'm going to say 10.50.

9 Right, thank you very much, 10.50, please.

10 (10.37 am)

11 (A short break)

12 (10.50 am)

13 SIR MARTIN MOORE-BICK: Now, Mr Hockman for Arconic.

14 Thank you.

15 Opening statement on behalf of Arconic by MR HOCKMAN

16 MR HOCKMAN: Good morning, sir. Good morning, madam.

17 In its letter to core participants dated 30 October
 18 2019, the Inquiry identified compliance as being within
 19 the scope of Module 1. Such matters clearly affect the
 20 interests of our client, and we have therefore
 21 submitted, as you know, a relatively short written
 22 opening which we trust you will have read, and we are
 23 grateful for the opportunity to make this likewise
 24 relatively short oral opening.

25 This is clearly not the moment, however, for me to

1 outline, let alone give full details of, the evidence
 2 which you may hear from persons in our employment at the
 3 material time, since such witnesses will be called in
 4 Module 2. I am therefore deliberately deferring any
 5 remarks which I might make by way of opening in relation
 6 to such evidence until the week commencing 4 May, which
 7 has been identified as the time period for oral openings
 8 in relation to Module 2. It follows that I shall resist
 9 the temptation to respond to every one of the comments
 10 which have been made about our employees by other core
 11 participants in their written and oral openings.

12 Since I've just referred to the openings of other
 13 core participants, I would like in these introductory
 14 remarks to add this further observation relating to
 15 those openings: speaking generally, some of those
 16 openings share the characteristic that they seek to
 17 allocate blame upon others, usually other core
 18 participants, as a means of exculpating or seeking to
 19 exculpate themselves. Other openings share the
 20 characteristic that they complain precisely about the
 21 tendency of some core participants to proceed by blaming
 22 others.

23 I hope that you will observe that we have adopted
 24 neither of these two approaches. In particular, one of
 25 the features of our case which differentiates it from

1 others is that we do not seek to allocate blame as
 2 between others, certainly not at this stage. If there
 3 are criticisms to be made, then we have little doubt
 4 that your team will be astute to identify them where it
 5 considers them to be justified.

6 In the presentation of our case, by contrast, our
 7 primary focus will be to identify the role which we play
 8 and the limits and parameters of that role, and we
 9 submit with emphasis that it is essential for you and
 10 your team to understand those limits and those
 11 parameters if you are to make a fair judgment in your
 12 Phase 2 report as to the acts or omissions of our
 13 client.

14 It follows that the first part of these oral
 15 submissions will be concerned to identify the role of
 16 AAP-SAS, whom I shall call "the company", acknowledging
 17 that we have dealt with this already, not only in our
 18 written opening for this Phase 2 module, but in our
 19 openings and closings, written and oral, for Phase 1.

20 Given that in this module, as well as no doubt in
 21 later modules, the Inquiry will be concerned with the
 22 regulatory regime which prevailed at the time and
 23 applied to the work that was carried out at Grenfell, it
 24 will then be necessary for me to make some comments
 25 about that regime, about its significance in the context

1 of the role which our clients played. This will form
 2 the second and predominant part of my submissions.

3 Then, thirdly and lastly, I will discuss briefly how
 4 the regime appears to have operated in relation to the
 5 works at Grenfell.

6 So I start with a section on the company's role.

7 As we indicated in our Phase 1 opening statement,
 8 the company carries on business at Merxheim in eastern
 9 France, where it manufactured a range of architectural
 10 products, including ACM PE. The company was
 11 a relatively minor participant in the UK market,
 12 supplying ACM PE for use to a small number of customers
 13 within the UK. Comparable panels have also been
 14 supplied in greater volume by many others. Indeed, as
 15 you have heard, this kind of ACM cladding panel was in
 16 widespread use for many years in the United Kingdom and
 17 abroad. The position statement by the department noted
 18 that advice had been given to owners of 457 high-rise
 19 buildings relating to the use of ACM cladding panels.

20 Turning to ACM PE itself, this had been available on
 21 the market for many years. It comprises a polyethylene
 22 core sandwiched between outer sheets of aluminium. We
 23 do say that it would have been obvious to anyone
 24 professionally involved in the construction of
 25 a building that, by reason of the polyethylene core,

1 this product was not of limited combustibility.
 2 Now, Module 1 will not be the occasion for detailed
 3 scrutiny of the way in which ACM panels were marketed,
 4 but it will in due course become clear that the products
 5 which were marketed by the company included not only
 6 ACM PE, but also ACM FR, the "FR" standing for "fire
 7 retardant", and this was a further, very clear
 8 indication of the combustible nature of the PE product.

9 In order for the ACM panels to be attached to
 10 a building, it was necessary for them to be fabricated
 11 into the desired size and shape, a process undertaken by
 12 others following supply by the company.

13 In relation to such processes, we would add the
 14 following points:

15 The first step in the process is for an architect,
 16 designer or other construction professional to decide to
 17 approve the use of the product on a specific project and
 18 to determine exactly how it is to be used. It is at
 19 this stage that building regulation compliance has to be
 20 considered. The next step is to purchase the product
 21 from the manufacturer. Then the product must be
 22 fabricated by suitably competent professionals into the
 23 shapes specified by the designer. Those fabricated
 24 panels would then need to be fixed by suitably competent
 25 installation professionals and by means of rails or in

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1 some other way which would safely support those panels
 2 as part of the cladding system.

3 The overall cladding system, which includes the ACM
 4 panels as fabricated and fixed to the railing system, as
 5 well as the insulation and other materials used on the
 6 external façade, should have been designed and installed
 7 according to applicable regulations so as to be
 8 sufficiently robust to withstand external fire exposure
 9 without causing significant acceleration of fire spread
 10 or prejudicing the structural integrity of the cladding
 11 system.

12 Ultimately, however, specifying the profile, methods
 13 of fabrication and installation are matters of choice
 14 for those responsible for the design and construction of
 15 the relevant building.

16 Now, the last thing I would like to mention in
 17 connection with the company itself is this: in 2015, the
 18 translucent ACM PE core was substituted with a carbon
 19 black core, and that was achieved by adding a small
 20 amount of carbon black material to the existing core,
 21 which provided greater ultraviolet protection for the
 22 core at exposed panel edges. The change was not related
 23 to fire performance. Both translucent and black core
 24 were to be found at Grenfell, and Dr Lane actually
 25 suggests that the black core may give rise to improved

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1 fire performance. That is in her supplementary Phase 1
 2 report in appendix O.

3 Now I come on to deal with the regulatory regime,
 4 and this will be a rather longer section of my remarks.

5 In our written opening, we gave a fairly full
 6 description of the relevant regime, including reference
 7 to the Building Act 1984, the Building Regulations 2010,
 8 and of course Approved Document B. But let me make this
 9 preliminary and rather important point: it's important
 10 to remember that the relevant regulatory regime applied
 11 to the construction or refurbishment of Grenfell Tower.
 12 It did not apply to the sale of one component of the
 13 cladding system. Those professionally involved in the
 14 construction or refurbishment of a building are expected
 15 to ensure that the combination of materials chosen for
 16 a particular project will enable compliance to be
 17 achieved. The supplier of an individual product would
 18 be entitled to assume that this would be done.

19 Now, we have summarised the effect of the regime as
 20 follows, and I need to go into a little bit of detail
 21 here, as you will see.

22 We have said that the guidance proffers in broad
 23 terms two routes to compliance when designing a cladding
 24 system. The first is that external walls meet the
 25 guidance given in paragraphs 12.6 to 12.9, and

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1 paragraph 12.6 suggests that the external surfaces of
 2 walls should meet the provisions in what is called
 3 diagram 40. Insofar as the external wall is over
 4 18 metres, diagram 40 suggests that the external wall
 5 surface classification should be national class 0 or
 6 European class B.

7 In addition, and of importance, paragraph 12.7
 8 suggests that in a building with a storey 18 metres or
 9 more above ground level, any insulation product should
 10 be of limited combustibility. Now, this route to
 11 compliance, the first route, is sometimes described as
 12 the linear route, and this is the route which requires
 13 the insulation to be of limited combustibility.

14 The second route is that the external walls should
 15 meet the specified performance criteria using full-scale
 16 test data from British Standards, and it is of course
 17 the responsibility of builders, architects and
 18 specifiers on a particular project to ensure that the
 19 requisite systems testing has been carried out.

20 Pausing there, having mentioned those two routes, we
 21 would observe that the linear route to compliance would
 22 clearly not have been available here because the
 23 insulation was, on any view, not of limited
 24 combustibility.

25 In consequence, it follows that the compliance of

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1 the new cladding system at Grenfell Tower could not have
2 been determined by the fire rating of any individual
3 product, but had to depend on an assessment of the
4 cladding system as a whole. Those concerned in the
5 design and construction of the refurbishment must have
6 been aware of this requirement -- it's a basic element
7 in Approved Document B -- and of the absence, as already
8 stressed this morning by Mr Douglas, of any such
9 assessment, irrespective of their exact state of
10 knowledge of the combustibility of the ACM panel.

11 I will just say that again: those concerned in the
12 design and construction of the refurbishment must have
13 been aware of the requirement for assessment of the
14 cladding system as a whole, and of the absence of any
15 such assessment, irrespective of their exact state of
16 knowledge of the combustibility of the ACM panels.

17 Now, Approved Document B did not intend the two
18 options which I have already mentioned to be exhaustive
19 routes to compliance with the regulatory requirement B4.
20 Two other methods of compliance with regulations have
21 been recognised within the industry, and that is
22 evidenced by technical guidance note 18, produced by the
23 Building Control Alliance. One of those further routes
24 to compliance identified by the Building Control
25 Alliance in technical guidance note 18 involves

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1 a so-called desktop study, but we've seen no evidence
2 that those responsible for the design and refurbishment
3 of Grenfell Tower conducted a desktop study of the
4 particular configuration of ACM material and insulation
5 installed on the building.

6 Finally, the fourth route, in appropriate
7 circumstances compliance may be shown through what is
8 called a holistic fire engineering assessment. Such
9 an assessment must take into account the design features
10 of the building as a whole, including effective
11 compartmentation, active and passive fire prevention
12 mechanisms, egress options for residents and more. It
13 is plainly not enough simply to look at the performance
14 of the cladding system, let alone any one particular
15 element in it.

16 Approved Document B itself supports the proposition
17 that a holistic fire engineered route is an alternative
18 but nonetheless legitimate route to compliance. It
19 confirms our description as to what was required when
20 opting to employ a holistic fire engineering approach to
21 compliance, and indeed in some circumstances this will
22 be the only way to achieve the statutory objective. In
23 our written opening, I think, we quote a paragraph in
24 the general introduction section of Approved Document B,
25 under the heading "Fire safety engineering", which reads

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1 as follows:

2 "Fire safety engineering can provide an alternative
3 approach to fire safety. It may be the only practical
4 way to achieve a satisfactory standard of fire safety in
5 some large and complex buildings and in buildings
6 containing different uses ... Fire safety engineering
7 may also be suitable for solving a problem with
8 an aspect of building design which otherwise follows the
9 provisions in this document."

10 I might add that the four routes to compliance that
11 I've just described were recognised in a government
12 consultation paper dated April 2018, the very
13 consultation paper which led to the more recent changes
14 in the regulatory regime, of which you are aware.

15 Now, there is no information available that those
16 responsible for the refurbishment of Grenfell Tower
17 employed this holistic fire engineering approach, and
18 indeed the many deficiencies in the building would seem
19 to make clear that no such approach was adopted.
20 Moreover, the Inquiry itself, in its Phase 1 report, has
21 found that a functional requirement in the regime was
22 not met.

23 However, as we have already explained, this
24 company's role was essentially to supply a product which
25 required fabrication before installation. It was the

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1 responsibility of others to decide whether or not to
2 choose that product for a particular project, how to
3 specify and utilise the product in the construction or
4 refurbishment of the tower, how to carry out the
5 detailed design, how to fabricate the product, how to
6 fit it to the external surface of the tower, what other
7 components to combine it with, and in every other
8 respect how to carry out the refurbishment.

9 The regulatory regime, as I have already emphasised,
10 applied to the construction or refurbishment of the
11 tower; it did not apply to the sale of one component of
12 the cladding system. Moreover, those professionally
13 involved in the construction or refurbishment are
14 expected to ensure that the combination of materials
15 chosen will enable compliance to be achieved. The
16 supplier of an individual product not only cannot do
17 that, but would be entitled to assume that it would be
18 done.

19 As I indicated in my earlier introductory remarks,
20 it's not my intention at this stage to address questions
21 such as the extent to which those employed by our
22 client, most of whom were based in France, were aware or
23 could or should have been aware of the details of the
24 regime which I have set out. It was not their
25 responsibility to decide whether the product was

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1 appropriate to use in a particular configuration for
 2 a particular project.
 3 However, a key element in the criticisms made by
 4 others relates to the so-called BBA certificate issued
 5 to the company in 2008 by the British Board of Agrément,
 6 a private sector organisation which essentially provides
 7 information about the product to the marketplace.

8 Again, we deal with the BBA certificate in some
 9 detail in our written opening, and my task now is to
 10 summarise the position, and to do so, as far as I can,
 11 in non-technical language.

12 By way of background, a product such as ACM PE could
 13 be tested either under a set of national criteria or
 14 under a set of European criteria. Of course, we're
 15 dealing with a period of time when the United Kingdom
 16 was still unequivocally part of the European Union.

17 It's interesting to note that, in her written
 18 opening submissions on behalf of some of the bereaved,
 19 survivors and residents, my learned friend Ms Barwise
 20 comments at her paragraph 7.2 {BSR0000061/11} that when
 21 the European criteria were introduced into Approved
 22 Document B in the year 2000, national class 0 should
 23 have been abolished, and that it is an outdated and
 24 confusing classification which has created a completely
 25 false sense of security amongst industry at large.

1 However, the fact is that the two sets of criteria
 2 continued to exist side by side, and indeed Approved
 3 Document B, as I said earlier, through the use of
 4 a particular diagram, known as diagram 40, advises that
 5 above 18 metres the external wall surface classification
 6 should be class 0, national class, or class B,
 7 European class. It was therefore perhaps entirely
 8 understandable that the BBA, having before them evidence
 9 that the product was capable of achieving European
 10 class B, confirmed that it could also be treated for the
 11 purposes of compliance with the guidance as achieving
 12 also national class 0.

13 Now, I hope it will be carefully noted that, both in
 14 our written opening and in what I have just said orally,
 15 we say that the product was capable of achieving the
 16 requisite European class, namely class B. To explain
 17 the importance of this, I need to say a word about the
 18 way in which a product such as an ACM panel is tested
 19 for the purposes of establishing the European class, in
 20 particular class B.

21 It's important to recall, as anyone professionally
 22 involved would be aware, that this testing of a product
 23 such as an ACM panel -- because that's what was supplied
 24 by the company -- is carried out for the purpose of
 25 European class testing in the context of a system, and

1 that systems may vary. The fact that under particular
 2 test conditions class B can be and has been achieved
 3 necessarily cannot be a guarantee that class B will be
 4 achievable in any and every set of circumstances.

5 For example, in Approved Document B itself, in
 6 appendix A, paragraph 16, it is emphasised that:

7 "Small differences in detail such as thickness,
 8 substrate [in this case the insulation], colour, form,
 9 fixings ... etc, may significantly affect [any fire]
 10 rating."

11 Therefore -- this is still quoting from Approved
 12 Document B, appendix A, paragraph 16 -- any reference to
 13 the surface spread of flames should be carefully checked
 14 to ensure that it is suitable, adequate and applicable
 15 to the construction to be used.

16 So it will be our submission that the very nature of
 17 the testing process makes it impossible for those
 18 professionals involved to treat a particular test result
 19 as applicable in all circumstances. That is why we use
 20 the phrase "capable of achieving the requisite
 21 European class".

22 Now, against that background, I want to draw
 23 attention -- again in very general terms -- to a further
 24 important aspect of the BBA certificate, and I say that
 25 the BBA certificate might be described in the context of

1 this case by the phrase "much maligned", although one
 2 wonders whether the reason why it is much maligned is
 3 simply because its contents have not been fully
 4 absorbed.

5 Among the points which are relevant to this
 6 submission are these: that the BBA certificate
 7 certified, and certified nothing other than, the surface
 8 of an unfabricated panel; that it contained a range of
 9 appropriate caveats as to the fire performance of
 10 a fabricated panel in a particular cladding system. The
 11 certificate on its front page describes the panel as
 12 aluminium polyethylene composite, which is a clear
 13 signal to any professional that the core is plastic and
 14 combustible. The certificate is also explicit that the
 15 performances which it certifies may not be achieved by
 16 all colours, and that in any event it does not apply to
 17 the fire resistance of a wall, a complete cladding
 18 system incorporating the product, which must be
 19 determined by further tests. This is all entirely
 20 consistent with what I've said previously about the
 21 testing regime.

22 Moreover, the certificate stresses two important
 23 things. The certificate stresses that particular
 24 attention should be paid to preventing the spread of
 25 a fire within a building breaching the cladding system

1 through windows and door openings and that cavity
2 barriers should be incorporated.

3 One might say that those who criticise the BBA
4 certificate should instead be acknowledging that it
5 should be seen in the context of the present Inquiry as
6 tragically prophetic.

7 It will be apparent from what I have already said,
8 therefore, that a number of the complaints which you
9 heard yesterday are entirely lacking in substance.

10 For example, as already mentioned, it would have been
11 obvious to anyone professionally involved in the
12 refurbishment who read the first page of the BBA
13 certificate, let alone the full document, that the core
14 of the panel was combustible. It would also have been
15 obvious to anyone professionally concerned with fire
16 safety that thermoplastic polymers such as PE present
17 particularly challenging behaviour as regards reaction
18 to fire.

19 It would also have been obvious that different forms
20 of fixing -- remember paragraph 16 that I mentioned
21 refers to the form and fixing -- whether rivet or
22 cassette, might not achieve the same rating, and that
23 specific testing in the course of an assessment ought to
24 have been carried out.

25 Moreover, let me emphasise once again that this

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1 responsibility cannot possibly be said to have lain upon
2 the supplier of an individual product. As to knowledge,
3 without entering into the extent, if any, of our
4 client's knowledge as to the other components of the
5 cladding system at Grenfell, such knowledge, if any, did
6 not remotely fix them with responsibility to intervene
7 in relation to the choice of those components and take
8 upon themselves a responsibility which it was for others
9 to fulfil.

10 So we shall in due course be inviting the Inquiry to
11 reject any criticism of our client based upon its
12 adoption of the BBA certificate.

13 As to the suggestion that, knowing that the core was
14 combustible, we should have attached some form of
15 warning to the sale of the product, we will be
16 addressing in due course more detailed submissions to
17 you on that. Suffice it for present purposes to say
18 firstly that, under clear authority in this
19 jurisdiction, matters obvious to the user do not need to
20 be warned against, but, in any event, the BBA
21 certificate itself was the clearest possible signal as
22 to the features of the product and as to the need for
23 due care to be taken.

24 Sir, I come to my third and last heading, which, as
25 I said earlier, will be relatively brief, and it's just

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1 to see how the submissions I've made apply in the
2 context of the tragedy at Grenfell Tower.

3 As we pointed out in our Phase 1 openings and
4 closings, and as we have reflected here, there was and
5 still is no evidence that anyone conducted
6 an appropriate fire engineering assessment before
7 deciding to utilise our product in the context of
8 Grenfell Tower in combination with other materials and
9 in a particular format or system.

10 On the contrary, there is now positive evidence or
11 at least a very clear inference, that any perusal of the
12 BBA certificate, whose content I have outlined to you,
13 was at best superficial, and not the careful and
14 holistic assessment which would have led to a very
15 different outcome. The outcome might have been
16 a different choice of material, or it might have been to
17 fabricate and configure the materials in a different
18 way, as illustrated by the Camden example mentioned
19 yesterday by Mr Laidlaw.

20 Those are our submissions in opening to you this
21 morning. Of course, we look forward to assisting both
22 of you in greater detail as your work on Phase 2
23 proceeds.

24 Thank you.

25 SIR MARTIN MOORE-BICK: Thank you very much, Mr Hockman.

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1 Now, the next statement is to be made by, I think,
2 Mr Orr Queen's Counsel on behalf of Celotex.

3 Opening statement on behalf of Celotex by MR ORR
4 MR ORR: Sir, madam, I appear for Celotex, together with
5 Mr Patrick Hennessey. We are instructed by Linklaters.

6 I wish at the outset to reiterate Celotex's deepest
7 sympathy both to the families of those who lost their
8 lives as a result of the fire at Grenfell Tower, and to
9 everyone who has been and remains affected by that
10 devastating and tragic event.

11 Celotex endorses the paramount need to ascertain
12 what caused the fire and to ensure that no such tragedy
13 occurs again.

14 Celotex is and has from the outset been committed to
15 providing its full co-operation and assistance to this
16 Inquiry. To that end, Celotex has undertaken
17 an extensive collation and review exercise to identify
18 and disclose relevant documents in response to the
19 Inquiry's disclosure requests. Celotex submitted
20 a detailed position paper in Phase 1, and has provided
21 a substantial written opening submission for this module
22 of Phase 2.

23 Celotex's legal team has submitted detailed lines of
24 questioning to assist the Inquiry's legal team with
25 their examination of witnesses to be called in this

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1 module.
 2 Celotex has also sought to respond to the fullest
 3 extent possible to the Inquiry's requests for witness
 4 evidence from Celotex.

5 None of Celotex's current management were involved
 6 in or have direct knowledge of the supply of insulation
 7 products that were used at Grenfell Tower, or of the
 8 launch or prior testing of RS5000, which was used as one
 9 component of the rainscreen cladding on Grenfell Tower.
 10 All of the decision-makers responsible for the testing
 11 and launch of RS5000 and the supply of Celotex products
 12 to Grenfell Tower are no longer employed by the company.

13 Celotex's current managing director,
 14 Mr Dean O'Sullivan, only joined the company in May 2016,
 15 after Celotex insulation had been supplied to
 16 Grenfell Tower. Mr O'Sullivan had no involvement in and
 17 has no personal knowledge of the supply of that
 18 insulation to the tower or of the testing and launch of
 19 RS5000. He nevertheless has provided a detailed witness
 20 statement giving first-hand evidence of relevant matters
 21 where that was possible, and where it was not, the
 22 appendices to his witness statement provide a detailed
 23 and frank account of relevant events from a review of
 24 documents disclosed to the Inquiry.

25 In addition, in response to the Inquiry's requests

1 for evidence from responsible decision-makers, Celotex
 2 has liaised with relevant former employees to facilitate
 3 the provision of witness statements from them to the
 4 Inquiry. All of these former employees are separately
 5 represented, and have provided in their witness
 6 statements their own independent account of relevant
 7 events.

8 Sir, madam, throughout this Inquiry, Celotex has
 9 sought to engage with the Inquiry in an open,
 10 constructive and transparent manner. It has acted
 11 throughout this process with complete candour, not only
 12 towards the Inquiry, but also as regards the disclosure
 13 it has made to regulators and the market.

14 In the course of reviewing Celotex's business
 15 processes in the aftermath of the Grenfell Tower fire,
 16 Celotex's current management learned that there were
 17 differences between the cladding system that had been
 18 tested to British Standard BS 8414 in May 2014 and the
 19 description of that system in the test reports produced
 20 by the Building Research Establishment and the marketing
 21 literature for RS5000. That was not previously known to
 22 the current management at Celotex.

23 As soon as it was discovered, Celotex's current
 24 management set about investigating the matter. It
 25 promptly disclosed the matter to the market by a public

1 announcement on Celotex's website. It drew the matter
 2 specifically to your attention, as well as the attention
 3 of, among others, the BRE, relevant regulators and
 4 distributors whom Celotex knew had purchased RS5000.

5 In addition, Celotex commissioned a full re-test of
 6 the system as described in the 2014 test report and the
 7 RS5000 marketing literature. That system met the
 8 relevant standards.

9 Celotex's current management is determined to engage
 10 with and learn from the past. To that end, a new
 11 technical director has been appointed, and a number of
 12 other new appointments have been made to senior
 13 positions within the company, including that of
 14 marketing director. New quality control processes have
 15 been and are continuing to be introduced across the
 16 business, under the oversight of a new quality assurance
 17 manager.

18 In addition, the company is intent on improving
 19 training and skills across its workforce, and is
 20 engaging with all employees to promote adherence to
 21 appropriate standards and values. The company is
 22 committed to continuous improvement in these and all
 23 other areas of its business.

24 Turning to the issues to be examined in Module 1,
 25 Celotex has summarised its position on those issues in

1 its written opening submission. Celotex has noted in
 2 that written opening submission the myriad of failings
 3 on the part of the designers, contractors, consultants
 4 and Building Control inspectors that have been
 5 identified by the Inquiry's own experts in their expert
 6 reports.

7 By reference to the contemporaneous documents
 8 disclosed to the Inquiry, Celotex has identified in its
 9 written submission the key matters that it believes need
 10 to be investigated by the Inquiry in Module 1. None of
 11 the failings identified by the Inquiry's experts were
 12 known to Celotex at the time of the refurbishment. They
 13 have only become known to Celotex as a result of the
 14 work conducted by the Inquiry.

15 Sir, madam, I know that you have read Celotex's
 16 written opening submission. I do not propose to repeat
 17 the points made in that submission. The appropriate
 18 time for me to revisit those points in detail will be in
 19 closing submissions after the evidence has been heard.

20 I also do not propose at this stage to take up undue
 21 time dealing with matters that are to be investigated in
 22 Module 2. That includes issues concerning the
 23 manufacture, testing and promotion of Celotex's
 24 insulation products. Those matters are to be examined
 25 in Module 2, and the appropriate time to address them

1 will be in submissions to be delivered in that module.
2 Celotex will at that stage address in full and in proper
3 context the criticisms that have been levelled against
4 it by other core participants .

5 However, in the light of comments that have been
6 made in the course of this opening hearing, I wish to
7 make the following brief observations at this point.

8 First, Celotex RS5000 was promoted and sold on the
9 basis that (a) it was combustible and (b) could only be
10 used in a rainscreen cladding system that met the
11 alternative route to compliance under paragraph 12.5 of
12 Approved Document B. That paragraph permitted the use
13 of combustible insulation in a rainscreen cladding
14 system in a building over 18 metres, provided the system
15 met the performance criteria in the BRE report entitled ,
16 "Fire performance of external thermal insulation for
17 walls of multistorey buildings ", known as BR 135. Those
18 performance criteria required the system to pass the
19 BS 8414 test.

20 Rainscreen cladding systems incorporating RS5000 did
21 meet the performance criteria under BR 135, as was
22 demonstrated by the rainscreen cladding systems that
23 were successfully tested by Celotex to BS 8414 in
24 May 2014 and in April 2018.

25 Compliance by RS5000 with the performance criteria

1 of BR 135 was also demonstrated by the tests conducted
2 by the Ministry of Housing, Communities and Local
3 Government in the summer of 2017, after the
4 Grenfell Tower fire .

5 Those tests showed that a rainscreen cladding system
6 containing PIR insulation and ACM cladding panels with
7 an A2 core passed the BS 8414 test and consequently met
8 the requirements of BR 135 and Approved Document B.

9 So far as specification of RS5000 for the cladding
10 system on Grenfell Tower is concerned, any construction
11 professional involved in the design and construction of
12 a rainscreen cladding façade at the time of the
13 Grenfell Tower refurbishment would or should have known
14 that BS 8414 is a system test and applies only to the
15 particular system tested. That is made clear in BR 135.
16 The Relativity reference for BR 135 is {BRE00005555}.

17 That states at page 19 {BRE00005555/28} that the
18 classification of a system tested to BS 8414 applies
19 only to the system as tested and detailed in the
20 classification report.

21 "The classification report can only cover the
22 details of the system as tested. It cannot state what
23 is not covered. When specifying or checking a system it
24 is important to check that the classification documents
25 cover the end use application ."

1 That clear and specific warning about the need to
2 check the system being designed and installed against
3 the system tested and detailed in the classification
4 report was, again, repeated on page 23 of BR 135.

5 The same point was spelled out in clear terms in
6 Celotex's product literature . That can be demonstrated
7 by reference to any of the RS5000 product guides, but,
8 by way of example, one can look at the rainscreen
9 cladding compliance guide produced by Celotex. That is
10 Relativity reference {CELO0000416}.

11 That guide made clear, on pages 3 and 4, that
12 a rainscreen cladding system containing RS5000 would
13 only be compliant with the requirements of BR 135 and,
14 hence, with the requirements of Approved Document B if
15 the system matched the system described in the marketing
16 literature . The compliance guide replicated in full the
17 warning from BR 135 to check that the system being
18 designed and installed matched the system detailed in
19 the classification report. That is clearly stated on
20 page 3 of the document {CELO0000416/3}, at the top of
21 that page, on the right-hand side. It is again repeated
22 on page 4 {CELO0000416/4}, again on the top of the page,
23 on the right-hand side, the bottom paragraph in the
24 column on the right-hand side, above the diagram.

25 That is a warning to which the designers and

1 contractors involved in the design and construction of
2 the cladding façade on Grenfell Tower should have been
3 particularly alert to, because it is also spelled out in
4 Approved Document B.

5 We don't need to turn this up, but the reference is
6 appendix A, paragraph 1 of Approved Document B, in
7 note 2. That states in terms that:

8 "Any test evidence used to substantiate the fire
9 resistance rating of a construction should be carefully
10 checked to ensure that it demonstrates compliance that
11 is adequate and applicable to the intended use. Small
12 differences in detail ... may significantly affect the
13 rating ."

14 This is a particularly important point in the
15 context of Grenfell Tower, because it is abundantly
16 clear that the cladding system designed and installed on
17 Grenfell Tower bore no resemblance to the system
18 described in Celotex's marketing materials.

19 The evidence shows that the designers and
20 contractors had copies of Celotex's product literature
21 at the time of the refurbishment. They also obviously
22 had or had access to Approved Document B and BR 135.

23 Despite that, none of them explain, whether in their
24 witness evidence or their written submissions, how they
25 satisfied themselves that the rainscreen cladding system

1 they designed and installed was compliant with the
2 requirements of Approved Document B.
3 They knew or should have known that the linear route
4 to compliance under paragraphs 12.6 and 12.7 of Approved
5 Document B was not available because the insulation they
6 had chosen was not of limited combustibility. However,
7 none of them explain what, if any, consideration was
8 given by them to achieving compliance of the rainscreen
9 cladding system with paragraph 12.5 of Approved
10 Document B and the requirements of BR 135.

11 Demonstrating such compliance was, I emphasise,
12 a matter for the designers, contractors and consultants.
13 It was not a matter for which Celotex was or can
14 sensibly be said to have been responsible. Celotex
15 manufactures insulation. Celotex is not a designer,
16 architect or building contractor. Celotex does not
17 install insulation on buildings and did not do so at
18 Grenfell Tower. Nor does Celotex manufacture, supply or
19 install cladding systems, and it did not do that at
20 Grenfell Tower.

21 Responsibility for the design and construction of
22 the cladding façade lay with the designers, contractors
23 and consultants involved in the Grenfell Tower project.
24 It did not lie with Celotex. Celotex's sole role was as
25 a manufacturer and supplier of insulation products.

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1 Those products were supplied through third-party
2 distributors. Celotex does not, as a general rule, sell
3 direct to end users, and its only contractual
4 relationships are generally with distributors. That was
5 the case for the Grenfell Tower refurbishment.

6 Sir, madam, in these circumstances, the stance which
7 Rydon, Harley and Studio E have adopted whereby they
8 seek to blame Celotex to the exclusion of themselves for
9 the selection and design of a rainscreen cladding system
10 that was not compliant with the requirements of Approved
11 Document B or the building regulations is, in our
12 submission, misplaced and unfounded.

13 As I have said, Celotex acknowledges and accepts
14 that there were differences between the cladding system
15 that had been tested by Celotex to BS 8414 and the
16 description of that system in Celotex's marketing
17 literature.

18 However, in the context of Grenfell Tower, those
19 differences, in our submission, made no difference.
20 Indeed, none of the designers or contractors suggest
21 that they relied upon the description in Celotex's
22 marketing materials at all. That is unsurprising, since
23 the rainscreen cladding system on Grenfell Tower was so
24 substantially different to the system described in
25 Celotex's marketing literature that no reliance could

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1 sensibly have been placed by any construction
2 professional on the system described in the marketing
3 literature to show compliance by the very different
4 system on Grenfell Tower with Approved Document B.

5 Indeed, Dr Lane has said in her Phase 1 report in
6 terms that the BRE certification of RS5000 was
7 irrelevant to the external wall construction of
8 Grenfell Tower. That is Dr Lane's Phase 1 report at
9 paragraphs 11.22.11 to 11.22.12.

10 Sir, madam, when considering the claims made by the
11 designers and contractors that they are not to be blamed
12 for selecting the products used on the cladding façade,
13 one must have regard to their knowledge at the relevant
14 time of the fire safety hazards posed by those products.
15 And in this regard, the evidence suggests that all of
16 Studio E, Harley, Exova and Rydon knew at the time of
17 the refurbishment that the cladding panels specified for
18 use on Grenfell Tower would fail in the event of a fire
19 where external flaming occurred.

20 Now, that appears from an exchange of emails
21 involving those entities in March 2015. That exchange
22 is referred to in paragraph 65 of Celotex's written
23 submission {CELO0011945/33}. It arose out of a debate
24 with Building Control about whether cavity barriers or
25 firestops were required in the rainscreen cavity.

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1 I would like to spend a few brief moments just
2 identifying the key features of that exchange, and this
3 requires looking at four documents.

4 The first is a document, the reference for which is
5 {HAR0006585}. That is an internal email on
6 27 March 2015 from Mr Anketell-Jones of Harley to
7 Mr Ray Bailey of Harley, and in that email
8 Mr Anketell-Jones states in the second line:

9 "There is no point in 'fire stopping', as we all
10 know; the ACM will be gone rather quickly in a fire!"

11 The next email in this train of emails is at
12 {SEA00013049}. This is an email on 31 March 2015 from
13 Mr Crawford of Studio E to Mr Ashton of Exova, and in
14 the course of that email -- and one needs to go to the
15 middle of the document for this --

16 SIR MARTIN MOORE-BICK: I'm sorry, just forgive me a moment.

17 These documents are going to be published on the Inquiry
18 website, so you don't need to take photographs of them.
19 I just thought I would make that clear, because I don't
20 think it's right to be photographing stuff on screens.
21 But it will go public later on today.

22 Yes, I'm sorry, Mr Orr.

23 MR ORR: Yes, sir.

24 In the middle of that page is an email from
25 Mr Ashton of Exova to Mr Crawford of Studio E. In the

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1 final sentence of his email, Mr Ashton says this :
 2 "Even if we were to agree with RBKC, it is difficult
 3 to see how a fire -stop would stay in place in the event
 4 of a fire where external flaming occurred as this would
 5 cause the zinc cladding to fail ."

6 Mr Crawford's response to Mr Ashton the same day was
 7 as follows:

8 "Hi Terry

9 "Thanks this was my point as well - metal cladding
 10 always burns and falls off ..."

11 Sir, the next document we need to look at is
 12 reference {EXO00001347}. This is an internal email
 13 within Exova from Mr Pearson to Mr Ashton. In this
 14 email, Mr Pearson expressed the same point made by
 15 Mr Ashton in slightly different terms, and he said in
 16 the middle paragraph of that email:

17 "We would not rule out that fire could enter the
 18 cavity if there is flaming through the windows.
 19 However, if significant flames are ejected from the
 20 windows, this would lead to failure of the cladding
 21 system ..."

22 The final email to note in this train of emails is
 23 at {SEA00013051}. Here we can see, towards the middle
 24 of the document, is an email from Mr Crawford to
 25 Mr Lawrence of Rydon on 31 March. Mr Crawford emails

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1 Mr Lawrence and says:

2 "Hi Simon

3 "This is the response I got back from Exova
 4 (below)."

5 So he draws specific attention to Exova's email
 6 below:

7 "Seems like no one really agrees with John [that is
 8 John Hoban, the building inspector], so let's see what
 9 he comes back with after my last email."

10 Mr Lawrence, at the top of the page, responds to
 11 Mr Crawford, having been directed to Mr Ashton's email,
 12 saying, "Excellent. That looks positive."

13 Sir, madam, whilst expressed in slightly different
 14 terms, each of Harley, Studio E, Exova and Rydon was
 15 openly acknowledging in these emails that the cladding
 16 would fail in the event of a fire with external flaming.
 17 That tragically is what happened on the night of
 18 14 June 2017. This email exchange shows that the risk
 19 which eventuated on that night was expressly foreseen by
 20 the designers, contractors and fire safety consultants
 21 responsible for the Grenfell Tower refurbishment.

22 This email exchange is also directly relevant to the
 23 claim made by Harley yesterday that they had no idea and
 24 no reason to believe that the principal materials used
 25 in the cladding façade would behave as they did in the

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1 event of a fire . The email exchange suggests the
 2 contrary; Harley, it appears, knew that the cladding
 3 would fail, indeed would fail rather quickly, in the
 4 event of a fire with external flaming.

5 None of the individuals involved in that March 2015
 6 email exchange have yet sought to explain how their
 7 knowledge that the cladding would fail in the event of
 8 a fire with external flaming can be reconciled with
 9 their responsibilities as designers, contractors or
 10 consultants, as the case may be, to ensure or exercise
 11 reasonable care to ensure that the rainscreen cladding
 12 system on Grenfell Tower complied with the requirement
 13 in the building regulations that the external walls of
 14 the building should adequately resist the spread of fire
 15 over the walls. This, we suggest, will be an important
 16 matter to be examined in the course of the evidence to
 17 be given in Module 1.

18 Sir, madam, the final point I wish to make in this
 19 oral opening concerns timing.

20 Sir, Celotex and its legal team respectfully commend
 21 the care and diligence with which you and your team
 22 undertook the Phase 1 report. It will be necessary and
 23 indeed vital, we submit, to ensure that the next phase
 24 is conducted with equal and equivalent care and
 25 diligence .

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1 In Module 1 in particular, a large number of issues
 2 fall to be investigated with numerous witnesses. Those
 3 include issues of both a factual and expert nature.
 4 Many of them are complex and will take time to be
 5 explored with the witnesses.

6 The legal teams for the bereaved, survivors and
 7 residents have themselves identified that establishing
 8 the facts in Module 1 will not be a straightforward
 9 exercise, given the quantity of material involved, and
 10 will involve careful questioning of the witnesses.

11 They have also complained about the fact that, in
 12 their view, the witness statements from the key players
 13 in Module 1 say very little . That makes it all the more
 14 important for the Inquiry to conduct the careful
 15 questioning that the bereaved, survivors and residents
 16 seek. It is crucial, we submit, that this process is
 17 not rushed or truncated. We do not invite delay.
 18 However, like the bereaved, survivors and residents, we
 19 wish the Inquiry to establish the truth and to formulate
 20 recommendations in which those affected by the fire, the
 21 construction industry, the emergency services, and
 22 society as a whole can have full and complete
 23 confidence.

24 That has, we respectfully suggest, been achieved by
 25 your Phase 1 report. If adjustment needs to be made to

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1 the current timetable to ensure that it is also achieved
2 in Phase 2, that must, we submit, be in the interests of
3 all concerned.

4 Sir, madam, as Celotex stated in its written opening
5 submission, it stands ready to assist the Inquiry in
6 relation to Phase 2. On behalf of Celotex's legal team,
7 I confirm that I and the rest of Celotex's legal team
8 will do the best we can to assist you and your team.

9 Thank you.

10 SIR MARTIN MOORE-BICK: Thank you very much, Mr Orr.

11 Well, we're making very good progress for the
12 morning, and I think at this stage it would be sensible
13 to have another short break. So we are going to rise
14 now and sit again at 12.05, please. Thank you.

15 (11.55 am)

(A short break)

17 (12.05 pm)

18 SIR MARTIN MOORE-BICK: Now, we're going to hear from
19 Mr Christie on behalf of CEP.

20 Yes, Mr Christie.

21 Opening statement on behalf of CEP by MR CHRISTIE

22 MR CHRISTIE: Thank you, Mr Chairman, madam. As you are
23 aware, I appear on behalf of CEP Architectural Façades
24 Limited, instructed by Clyde & Co.

25 Mr Chairman, madam, I begin by repeating that CEP

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1 and all of its employees extend their sympathy to all
2 those affected by this tragedy and its condolences to
3 all of those who have been bereaved. We appreciate, as
4 was said yesterday, that those might sound like hollow
5 words, but they are sincerely meant. This was
6 a dreadful tragedy, and it has caused much suffering to
7 many people, for which everyone feels immense sympathy.

8 Can I also reiterate that CEP remains committed to
9 providing its full co-operation to the Inquiry to assist
10 with Phase 2. To date it has provided comprehensive and
11 extensive disclosure of documents, and for the purpose
12 of this Inquiry it has provided a total of four witness
13 statements from two of its employees or former
14 employees. These are Mr Geof Blades, its commercial
15 projects manager prior to his retirement in 2018, and
16 two witness statements from Mr Neil Wilson, who is
17 currently the company's general manager. Mr Blades is,
18 as you know, scheduled to provide oral evidence to the
19 Inquiry in due course, and we can assure the Inquiry
20 that he will endeavour to do so honestly and
21 conscientiously to the best of his ability and
22 recollections.

23 Mr Chairman, I'm grateful to the Inquiry for the
24 opportunity to make oral opening submissions and for the
25 allocation of half an hour in which to do so. In fact,

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1 I'm going to address you only for a part of our allotted
2 time, probably only about ten minutes or so.

3 I'm going to cover four topics. First I'm going to
4 make a few comments about CEP as a business and
5 a company. Secondly, I will provide an overview of
6 CEP's involvement in Grenfell Tower. Thirdly, I want to
7 look at the key issues which have been identified in
8 relation to this module, and consider CEP's potential
9 involvement in respect of each of them. Fourthly and
10 lastly, I want to make some general submissions about
11 CEP's position.

12 Starting with my first point, then, some short
13 observations upon CEP as a company.

14 CEP is a small to medium-sized manufacturing company
15 based in St Helen's in Merseyside. Up to 2017 it had
16 about 25 employees at its premises there, and a turnover
17 of about £4 million. It manufactures, fabricates and
18 supplies materials to the construction industry,
19 principally cladding and windows. The process of
20 fabrication of cladding panels and windows is described
21 in the first witness statement of Mr Blades at
22 paragraphs 12 to 13, but if I can just summarise it
23 briefly as follows.

24 As regards the fabrication of cladding, the process
25 was typically as follows: CEP would receive an order

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1 from a purchaser to supply cladding panels of
2 a specified type and with specified dimensions. The
3 type of material would have been preselected by the
4 designer, and the dimensions of the panels would have
5 been set out in design drawings supplied by the
6 customer. CEP would then have ordered the specified
7 materials from the cladding manufacturer and cut them
8 according to the required dimensions, folding them into
9 the required shape where necessary. The fabricated
10 panels would then have been dispatched to site.

11 The same process roughly applied as regards the
12 fabrication of windows. There would have been an order
13 by a purchaser to CEP to fabricate and supply windows of
14 a specified type and dimension. CEP would in turn have
15 ordered the requisite window bars from the manufacturer,
16 and it would then have assembled them into a window
17 frame at its factory before dispatching them to site.

18 So in the typical case of an order for the
19 fabrication and supply of materials, that was the extent
20 of CEP's involvement.

21 Now, it's true that, on occasions, CEP also provided
22 a service whereby it would not only fabricate and supply
23 material, but also design the overall cladding system as
24 well. But it didn't have the expertise to carry out
25 design work internally, and so where it did take on any

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1 design responsibility , it had to subcontract the design
2 work out to a subcontractor. Although there was some
3 discussion involving CEP, Studio E and Leadbitter in
4 2012 and 2013 about CEP's potential involvement in
5 designing, manufacturing and supplying a cladding
6 system, and the discussions referred to the use of
7 Reynobond, in fact it never came to anything at all . As
8 you are aware, sir , madam, in fact Leadbitter dropped
9 out of the picture entirely .

10 Equally, although Harley asked CEP to provide
11 a quotation for the design and supply of a full cladding
12 system in January 2014, again that was never pursued.

13 So I move on to my second topic, and that is to
14 summarise CEP's involvement in Grenfell Tower. I can do
15 so shortly , because we have summarised the relevant
16 events which took place in 2012 and 2013 in
17 paragraphs 24 to 30 of our written submissions
18 {CEL00011945/16}. The short point is -- and I'm talking
19 about that point in 2012/13 at the moment -- that CEP
20 was not engaged at any time during that period to design
21 or supply anything at all in relation to Grenfell Tower.

22 As regards the events from the beginning of 2014,
23 these are summarised in Mr Blades' witness statement at
24 paragraphs 14 to 26 {CEP00064244/4}. In January 2014,
25 as I've indicated, CEP was asked to provide a quotation

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1 for the design of the cladding system, but that came to
2 nothing. Following the appointment of Rydon in early
3 2014, CEP was copied in to discussions about cladding;
4 however, this was in the context where CEP was being
5 considered as a potential fabricator , and it was in this
6 context that , on or about 23 April 2014, Arconic
7 circulated the BBA certificate for Reynobond panels
8 which Harley had requested Arconic to provide.

9 In September 2014, CEP was asked by Harley to supply
10 a quotation for the fabrication and supply of window
11 frames. The type of window frame was specified by
12 Harley. It was a specific type of frame manufactured by
13 Metal Technology. CEP provided a quotation and Harley
14 sent a purchase order in November 2014. CEP fabricated
15 the windows and they were delivered to site between
16 February 2015 and August 2015. So far as we are aware,
17 they were installed by Osborne Berry.

18 The position as regards the cladding panels is that
19 in February 2015 CEP was asked by Harley to provide
20 a quotation for the fabrication and supply of Reynobond
21 ACM panels, smoke silver metallic Duragloss 500 satin.
22 CEP supplied quotations in March 2015 and the panels
23 were ordered by Harley thereafter .

24 CEP obtained the materials from Arconic, and the
25 panels were fabricated and delivered to the site . As

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1 you have heard, the original Harley company went into
2 administration, and CEP made further supplies of
3 Reynobond ACM panels to Harley Façades during 2015.

4 In summary, that was the scope and extent of CEP's
5 involvement: it fabricated and supplied Metal Technology
6 windows and Reynobond panels as requested by Harley.

7 Mr Chairman, the scope of this model was very
8 helpfully set out in annex B to the Inquiry's letter
9 dated 30 October 2019, and Counsel to the Inquiry has
10 addressed you on it yesterday. But it is our submission
11 that, of the seven key issues identified , six do not
12 concern CEP at all .

13 Just taking those very quickly but in turn: CEP had
14 no involvement in the initial decision to undergo
15 refurbishment; CEP does not know the reasons why that
16 decision was taken and cannot assist the Inquiry on that
17 point at all . By the same token, CEP was not appointed
18 by the TMO and had nothing to do with the appointment of
19 other professionals , nor of the procurement of the
20 design and build contractor . It did not have any
21 responsibility for planning or fire strategy, nor did it
22 have any responsibility for Building Control.

23 Now, that leaves , of course, the very important
24 issue of issue 5, which concerns the cladding and the
25 design selections taken in relation to it . CEP was

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1 of course, as I've indicated, involved with the
2 fabrication and supply of one part of the overall
3 cladding system, namely the cladding panels, and it also
4 fabricated and supplied the windows. But it had no
5 involvement with any other part or parts of the cladding
6 system, including insulation and cavity barriers .
7 Further, it had no involvement in the selection or
8 supply of window infill panels or window surrounds.

9 So its involvement was restricted to the fabrication
10 and supply of the component parts which I've indicated,
11 the cladding panels and the windows themselves. It did
12 not go any further than that at all . Importantly, CEP
13 did not have any design or advisory responsibilities .

14 Sir , can I move on to my fourth and final section .
15 We say there are seven points which are critical to
16 understanding the scope of CEP's role and the nature of
17 its involvement.

18 Now, sir , madam, in making these submissions, we are
19 not trying to downgrade the involvement of CEP or to
20 deflect responsibility onto any other parties at all .
21 We are simply trying to identify and delineate the
22 involvement of CEP.

23 So my seven brief points, Mr Chairman, madam, are
24 these.

25 First, CEP was never instructed or retained to

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1 design the cladding system or any part of it, or to
2 advise on the suitability of any part of it, much less
3 the whole. In the past it had provided design services
4 for some cladding systems, but where it had done so, it
5 had had to subcontract design to an outside design
6 specialist. That did not occur in relation to
7 Grenfell Tower, and CEP had no design responsibility at
8 all in respect of any part of the refurbishment works.

9 Secondly, CEP was requested by Harley to fabricate
10 and supply specific cladding panels and specific window
11 frames for the tower in accordance with the terms of
12 Harley's purchase order. The purchase order stipulated
13 that CEP was to supply Reynobond smoke silver panels and
14 Metal Technology windows as detailed on certain
15 drawings. That is what it did.

16 Thirdly, CEP had no design responsibility whatsoever
17 in relation to the selection of those materials, and it
18 was no part of the responsibility of CEP to advise about
19 the suitability of the products which it was requested
20 to supply.

21 Fourthly, the BBA certificate in relation to the
22 panels which CEP was requested to supply stated that it
23 was class 0, and CEP's employees knew that it was so
24 classified. It would have been reasonable for any
25 supplier to rely upon that certificate. As was said

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1 yesterday by Mr Taverner for Rydon, the BBA certificate
2 was intended to be relied upon by construction
3 professionals on the basis that it contained accurate
4 statements and information. Notwithstanding
5 observations just made by Mr Hockman, there was no
6 reason for any supplier to go behind it; on the
7 contrary, it was reasonable for a supplier to rely upon
8 it, and it was entitled to do so.

9 Fifthly, after the fire, CEP learnt that in 2015
10 an organisation called CSTB, a French organisation, had
11 classified riveted and cassette Reynobond PE panels as
12 being Euro class C and E respectively. CEP was unaware
13 of the existence of those certificates prior to the
14 fire.

15 Sixthly, having been requested to supply the panels,
16 CEP procured them from Arconic and then fabricated them
17 according to the dimensions stipulated by Harley. That
18 involved cutting the panels to the dimensions required
19 and in some cases folding them. But critically it had
20 no further or more extensive obligations. It was the
21 same with the windows; CEP obtained the relevant parts
22 for the window bars and it fabricated the windows.

23 Seventhly and finally, CEP supplied the panels as
24 requested by Harley and they were duly installed by
25 another contractor. CEP had no involvement in that part

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1 of the process at all.

2 Mr Chairman, madam, that, in a nutshell, is CEP's
3 position. Plainly it had involvement in the fabrication
4 and supply of the panels and the windows, but it had no
5 design responsibility, no responsibility for selection
6 of materials, and no responsibility for advising on the
7 suitability of component parts, much less the whole.

8 I needn't elaborate any further at this stage, but
9 it's important from the outset that it is clear, we
10 submit, that CEP's role was extremely limited. This is
11 not to point the finger at anyone else at all; it's
12 simply to identify the scope and limits of CEP's role.

13 Mr Chairman, those are my submissions.

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

15 Well, the programme for today did include provision
16 for an opening statement to be made by Osborne Berry,
17 the contractor which actually fixed the panels to the
18 building, but Osborne Berry has decided that it doesn't
19 wish to make an oral opening, so we have reached the end
20 of the programme for today, rather more quickly than
21 I had thought we might, but perhaps one should never
22 complain about that sort of thing.

23 So we're going to rise now for the day, and we will
24 resume tomorrow with some further opening statements at
25 10 o'clock. I look forward to seeing you all then.

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1 Thank you.

2 (12.21 pm)

3 (The hearing adjourned until 10 am
4 on Wednesday, 29 January 2020)

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